

India Jesus
4/25/2023

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO
COMMUNITY COLLEGE DISTRICT AND THE AMERICAN FEDERATION OF
TEACHERS LOCAL 2121

for AFT
4/25/2023

Part-Time Employees Medical, Vision, and Dental/Orthodontia

District Counter 04/25/2023 – Please see the highlighted edits below to AFT's counter proposal regarding Part-time Faculty Health Benefits Program. With direction from the Board, the district's negotiating team accepts the proposed language as written but requests to add language in Sections 1 and 5. If the proposed additions to Sections 1 and 5 are acceptable, the district's bargaining team will bring a tentative agreement back to the Board for approval.

Effective upon signing, the following shall apply:

1. Part-time faculty who are assigned at least 40% load at CCSF

A. Part-time faculty shall be eligible for medical, vision, and dental benefits if they meet either of the following conditions:

- 1) Assigned at least 40% of a full-time load in a fall or spring semester.
- 2) Assigned any load in a fall or spring semester, and assigned an average load of at least 40% over the current semester and the previous semester.

B. Part-time faculty who are eligible for benefits shall be eligible for the same plans, options, conditions, and benefit amounts as full-time faculty participating in District-sponsored benefits.

C. This section (section 1) supersedes Article 21.B.1.1 of the CBA. Provisions under Article 21.B.1.1 will remain in effect. *as noted in attached AF*

2. Vision and Dental Insurance for Part-Time Faculty

2.1 Employees eligible for medical insurance will be provided, at District expense, as long as they maintain eligibility, access to participate in the District's dental insurance (Delta Dental of California 100%) plan, including orthodontia, for employee and dependents.

2.2 ~~Effective Fall 2023, eligible employees~~ Employees eligible for medical insurance will be provided, at District expense, as long as so employed, as long as they maintain eligibility, access to participate in the District's vision insurance program plan, for employees and dependents.

2.3 The District shall, during the life of this agreement, pay increased premiums for such coverage, if any.

2.4 This section (section 2) supersedes Article 21.B.2 of the CBA.

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32. Multi-District Part-Time Faculty who are assigned at least 40% load in aggregate across California community college districts

- A. Multi-District Part-Time Faculty eligible under this agreement are those who
1. Serve in more than one CA Community College District;
 2. Have a total load of at least 40% of full-time, counting all Districts;
 3. Are not otherwise eligible for employer-sponsored medical benefits in any one District;
 4. Are not receiving employer-sponsored coverage for themselves, their dependents, or as a covered dependent of anyone else receiving employer-sponsored coverage; and
 5. Have purchased medical insurance covering themselves, and optionally, eligible dependents. Dependents who would be considered eligible under existing District-provided plans shall be considered eligible for this purpose.

B. To qualify under this agreement, Multi-District Part-Time Faculty must provide certification as requested by the District that they meet the eligibility requirements in 2.A. They will also provide proof of the cost of the plan they have purchased.

1. The District will provide a method for this certification by August 15, 2023.
2. Multi-District Part-Time faculty will provide certification no more than each semester to maintain eligibility.
3. In order for faculty who have late-start assignments to participate, and in order to allow faculty to change health plans or add/remove dependents in response to qualifying life events, the District will accept certification on an ongoing basis over the semester.

C. Upon receipt of the certification, the District shall reimburse monthly premium costs

1. Reimbursement amount

The reimbursement amount = $(A \div B) * C$, where

A = monthly premium paid by the faculty member

B = number of Districts in which the faculty member works

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C = percent of health care cost paid by the District for the most popular family plan (as of January 2023, that is 69.55% for the Kaiser employee + 2 plan.)

$$\frac{\text{Monthly premium}}{\text{\# of Districts}} \times 69.55\%$$

However, the maximum monthly reimbursement shall be the dollar amount of the District's share of the premiums for the District's most commonly enrolled family plan (as of January 2023, that is \$1,459.92 for the Kaiser employee + 2 plan) divided by the number of Districts.

$$\frac{\$1,459.92}{\text{\# of Districts}} = \text{CCSF maximum}$$

2. Reimbursement for Multi-District Part-Time Faculty shall follow the same schedule and conditions as for all part-time faculty participating in District-paid benefits, including under 21.B.1.1.5.

Fall semester eligibility will provide reimbursements from September-January, and Spring semester eligibility will provide reimbursements from February-August.

43. Faculty not otherwise eligible may purchase benefits

- A. Faculty not eligible for District-paid benefits may purchase insurance from the District and pay both the District's and employee's share.
- B. Where faculty purchasing benefits also meet the definition of multi-district part-time faculty in 2.A and certify their load as described in 2.B, the District will reimburse their purchase as described in 2.C.

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5. Financial contingency

If the Part-time Faculty Health Insurance Program established by AB 190 ends, this MOU shall expire and the language in the predecessor 2018-21 collective bargaining agreement shall be in effect, with the following exception:

Any faculty member who currently has medical insurance under this MOU shall retain eligibility through the end of the coverage period (January 31 or August 31).

If the state funding for the Part-time Faculty Health Insurance Program established by AB 190 either increases or decreases, either party may request that both sides meet and confer and negotiate over such funding changes.

6.4. Alleged violations of this agreement shall be subject to the grievance procedure in Article 22 of the CBA.

T.A.

Linda Jones
4/25/2023

4/25/23

1.1.

~~1.1.1. Effective Spring Semester 2002, part time employees who (1) were eligible for and received coverage during the Spring Semester, and (2) are subsequently hired for the Fall Semester at a load making them eligible for benefits will be provided health and dental coverage for the Summer period.~~

1.1.2. In order to continue health benefits through the Summer period, the District will make additional deductions from employees' paychecks in the months of January through May to cover applicable employee premiums during the Summer months of June, July and August, if any. The effective rates for January through May shall be 1.6X the regular employee premiums. Each year, prior to January, employees will be notified in writing of the increased employee premiums for January through May to pay for Summer coverage.

1.1.3. Employees who have made additional contributions towards Summer health benefits pursuant to Section 21.B.1.3 who separate from District employment prior to the end of Spring Semester shall be refunded those additional contributions.

1.1.4. Employees who are not hired for the subsequent Fall or Spring Semester at a load making them eligible for health and dental benefits shall have their benefits terminated. Benefits shall be terminated effective September 1st or February 1st in the semester following the last one for which benefits were received. The District will, in advance of the termination of benefits, notify the Union of any part- time unit member who it determines is no longer eligible for benefits and whose coverage is being terminated.

1.1.5. Part-time employees initially determined to be eligible for health and dental coverage for a semester under Section 1.1, above, subsequently shall not be determined to be ineligible for health and dental coverage under that section if they should suffer a reduction in assigned hours/units in the same semester due to class cancellation(s) because of low enrollment, provided they continue to be assigned for a minimum of an FTE of 20% or a workload of three (3) units. Such employees must make arrangements with the District to pay any required premiums. ~~For purposes of this section, employees must serve at least 75% of the service days required in a full semester. The total expenditure for this benefit and transit/parking fees (Article 20) shall not exceed \$50,000 in any year during the three-year period covered by this Agreement (a total allocation of \$150,000 for the three-year period).~~

1.1.5.1. ~~Part-time employees who are beginning at least their third semester and who receive assignments with effective dates that cause the employees' load levels to vary during a semester shall be deemed eligible for health and dental coverage provided the employees, on average, work an FTE of 40% or a workload of 6 units during the semester. 50% or a workload of 7.5 units during the semester. For purposes of this section, employees must serve at least 75% of the service days required in a full semester. Such employees must make arrangements with the District to pay any required premiums.~~

1.2. Part-time employees within the credit program whose teaching assignment within a department is limited to eight or nine hours per week and such hours do not equal at least seven and one-half units of credit due to laboratory or lab/lecture load differentials may apply for such coverage. Such applications shall be processed through the consultation procedure between District and Union on a case-by-case basis. Any exception granted shall be documented and provided to the Human Resources Department.

1.3. Any other exception that in the view of the Union is unjust or unfair to an individual because the assigned workload ~~in-credit or non-credit~~ does not meet the eligibility criteria of this section, may be submitted by the Union on a case-by-case, semester-by-semester basis. Any coverage allowed as an exception in an individual case shall not be considered or construed as a precedent in any way or in any manner. The District decision on each case is not grievable or appealable under any process. Any exception granted shall be documented and provided to the Human Resources Department.