AMENDED

ARTICLE XIV

HEALTH AND WELFARE BENEFITS

14.1. The District shall provide medical, dental, vision, short/long term disability insurance and $30,000 Term Life Insurance for eligible employees and their families.

14.1.1 Medical

2011 calendar year

Medical: Effective January 1, 2011, the District will provide a maximum monthly contribution of $1,447.83 for each employee with Employee +2 or more (family coverage), and a monthly health insurance premium contribution for each employee with non-family coverage at $1,353.12 (Employee only and Employee + 1). The first deduction will be taken in the December 2010 paycheck. The eligible unit member is responsible, through payroll deduction, for any excess premium pertaining to the plan selected.

The parties agree that PERSCARE PPO will no longer be offered to employees as of Open Enrollment in 2011. Employees currently enrolled in PERS CARE will be grandfathered and subjected to the district’s medical cap as applicable.

Cash-in-lieu of benefits: An employee who completes and submits required documents to prove that the employee has other health insurance coverage and to waive Ohlone-provided health insurance coverage will receive $400 a month as additional wages.

14.1.1.1 The District agrees to explore by meeting and discussing with a committee of SEIU representatives, the subject of health and welfare benefits on an annual basis as the parties recognize that the rates of such benefits may not be available during contract negotiations. If the applicable rates are available during contract negotiations, the parties agree to come to an agreement during that period. However, in the absence of an agreement, this subject may be included during the next re-opener negotiations at the request of either party.

14.1.2 Dental: the district shall provide dental coverage that is fully paid by the district for eligible employees and their families.

14.1.3 Vision: the district shall provide vision coverage that is fully paid by the district for eligible employees and their families.

14.1.4 Life Insurance: the district shall provide a term life insurance plan at $30,000 that is fully paid by the district for the employee only.
14.1.5 Short/Long Term Disability coverage: the district shall provide a private short/long term disability plan that is fully paid by the district for the employee only.

14.1.6 Employee Assistance Program: the district shall provide an Employee Assistance Program (EAP) that is fully paid for by the district for the employee and their families. The plan will be implemented as soon as feasible sometime in the calendar year 2011.

14.2 Eligibility

14.2.1 For purposes of this Article all employees shall be deemed to be full-time employees, if they are scheduled to work eight (8) hours per day and are in a paid status ten (10) or more months each year.

Part-time unit members shall be defined as those working less than eight (8) hours but four (4) or more hours per day. Such employees shall receive pro-rated medical, dental, or vision insurance coverage and will have prorated membership in the retirement and other applicable benefits.

14.3 Early Retirement: Unit members may apply for early retirement benefits from the District under the following circumstances:

14.3.1 The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date.

14.3.2 The unit member must have rendered at least ten (10) years of full-time service to the District.

14.3.3 The unit member must submit, in writing, a notice of intention to retire from the District, at least ninety (90) calendar days prior to the date the employee retires, as a condition of receipt of early retirement benefits as set forth in Article XIV, Section 14.3.

14.3.4 The District shall provide for unit members participating in this program, medical benefits to the same extent provided full-time unit members for the unit member only. Said coverage shall cease when any one of the following occur:

(a) The former unit member reaches age sixty-five (65); or

(b) The former unit member dies or otherwise terminates participation in the program; or

(c) The former unit member is employed by another employer who provides paid medical benefits for its employees; or

(d) The District's insurance carrier declines to cover the former unit member at the same rate for full-time unit members. The former unit member shall have the option of picking up the difference in cost.
14.3.5 The former unit member shall have the option of paying the premium to cover his/her spouse during the former unit member's participation in this program.

14.3.6 Any retired employee who permanently resides outside of the service area of the District provided medical plans and who is therefore unable to utilize the service of any of the medical plans, may contract for medical insurance available in the geographic location of the unit member's residence and upon his/her request the college district, on proof of insurance, shall contribute an amount up to that which is specified in Section 14.1.1 herein, or the amount of the individual unit member's insurance premium, whichever is the lessor amount.

14.3.7 Any retired employee who is participating in the cash-in-lieu program shall have the option of enrolling in the district’s medical plan prior to retirement in order that he/she may continue to participate in the district’s medical plan. The employee must notify the district of his/her intent to retire at a time prior to Open Enrollment of the year preceding retirement. Special arrangements may be made if the employee has to retire due to unforeseen circumstances and is unable to comply with the Open Enrollment period. These situations will be handled on a case-by-case basis.

14.4 Notification of Retirement

14.4.1 A unit member who elects to retire must submit a notice of intention to retire from the District at least ninety (90) calendar days prior to the date the employee retires.

14.5 Flexible Benefit Plan

The District agrees, to the extent legally permissible, to provide a flexible benefit option pursuant to the Internal Revenue Codes Section 125.

By signature below the parties agree to the terms and conditions of this MOU. If accepted and ratified by March 10, 2011 it will be effective for the March 2011 pay cycle.

This MOU replaces the previously agreed upon SEIU contract dated: July 2011 – June 2014 – July 2010-June 2011 version – Article 14

For SEIU:  

For District