

**TENTATIVE AGREEMENT**  
**ARTICLE 10: HEALTH AND WELFARE BENEFITS**

**Section 10.1.** The levels of medical, dental, prescription, vision, employee assistance, long-term care, and accidental death and dismemberment insurance shall be maintained until September 30, of each year. If changes to providers are made, those changes will occur at the end of that contract year.

**Section 10.1.1** The District shall provide the Association with written notice and shall bargain any change in plans resulting in a substantial change in the current level of costs or benefits being offered to unit members collectively.

If the District desires a change in plans that does not result in a substantial change to the level of costs or benefits currently being provided to unit members, the District will provide the Association with advance written notice and documentation of the level of coverage offered by the new plans prior to the change taking place. However, the District shall only be obligated to negotiate the change in plans if it is determined that there is a substantial change in the level of costs or benefits being provided.

**Section 10.1.2** In the past, bargaining unit members were eligible for Health and Welfare benefits on the first day of the first month following his/her first day of paid service. Bargaining unit members hired after September 1, 2008 shall be eligible to participate in health and welfare benefits on the first date of the month following his/her first day of paid service, provided that first day of paid service was on or before the 15<sup>th</sup> day of the month. If a bargaining unit member provides his or her first date of paid service on the 16<sup>th</sup> day of the month or later, he/she will be eligible to participate in health and welfare benefits on the first day of the second month following his/her first day of paid service. For example, a bargaining unit member whose first day of paid service is any day from September 1 to September 15 will be eligible to participate in health and welfare benefits on October 1. However, a bargaining unit member whose first day of paid service is any day from September 16 to September 30 will be eligible to participate in health and welfare benefits on November 1.

**Section 10.2.** Unless otherwise negotiated, effective October 1, ~~2022~~ 2023 the maximum district contribution for medical, dental, vision, prescription, employee assistance, long term care, accidental death and dismemberment, and life insurance shall be ~~\$19,313~~ \$20,794.00 annually, ~~\$1,609.36~~ \$1,732.83 per month per eligible participating bargaining unit member beginning October 1, 2023 ~~2022~~.

The maximum district contribution for eligible retirees' selected health benefits plan shall

be the same amount as current bargaining unit members.

If the employee's selected health benefits plan cost less than the District contribution per month, the employee will be paid the difference, less applicable taxes, or the employee may apply the amount towards premiums may designate the difference to be deposited in a 403b or 457 plan.

Effective October 1, 2018, if an eligible retiree's selected health benefits plan costs less than the District contribution, the retiree will be paid the difference, less applicable taxes, unless the retiree opts out.

**Section 10.2.1** Any amount in excess of the District's monthly or yearly contribution shall be the employee's obligation and shall be deducted from the member's monthly salary as a pre-tax payroll deduction as determined by the Association per Section 2.3. In addition, the employee shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses (non-premium costs) associated with each plan.

**Section 10.2.2** Starting October 1, 2019, the District will provide at least one HMO plan and one PPO plan for which there is no premium cost for employee only coverage.

**Section 10.3.** Domestic partner health benefits are available to eligible employees and their domestic partners (as defined). The terms and conditions of domestic partner health benefits are set forth in **APPENDIX I** of this Agreement.

**Section 10.4.** The Association shall have the right to appoint two members to the Employee Health and Welfare Benefits Committee as defined in **APPENDIX F**.

**Section 10.5.** Employees who retire prior to age 65 after at least 10 years of service with the District shall be provided with the same Package as available to active employees at the same cost as active employees until age 65.

**Section 10.6.** The District shall comply with Education Code Section 7000 et. seq. Further, the Parties agree that the District will not develop a separate experience claims rating for individuals who choose coverage under this Education Code section.

Any plan pursuant to this section shall provide separate single and two-party rates for at least the following classes: 1) for those under 65 who retired prior to 10 years of service with the college, and, 2) for those over 65.

The District shall permit any former academic employee who has retired from the District to enroll in the health and welfare benefit plan excluding life insurance, currently available to its current academic employees. Retirees shall receive the same level of benefits which active employees are receiving during that same year. In addition, the District shall also permit the enrollment of the surviving spouse of a former academic employee who either retired from the District or was, at the time of his or her death, employed by the District as an academic employee and a member of the State Teacher's Retirement System.

Enrollment pursuant to this section shall be at the retiree or surviving spouse's own expense.

A spouse of a living former eligible bargaining unit member will only be eligible for the benefits provided for in this section if the retiree him/herself is taking (and therefore paying for) benefits pursuant to this section.

This section does not apply to either the new spouse upon the remarriage of a surviving spouse of a former eligible Faculty Member or the children of a faculty or former eligible faculty employee.

Said benefit plan shall be operational by the end of the spring 2001 semester and shall cover any retirees whose effective retirement date is on or after January 1, 2001.

**FOR DCCD**



Diana Galindo  
Vice President, Human Resources  
& Employee Relations  
Desert Community College District

**FOR CODFA**



Oceana Collins (Oct 11, 2023 06:44 PDT)

Oceana Collins  
Chapter President  
College of the Desert Faculty Association

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