

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

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.

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.)

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

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.

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

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.