

**Tentative Agreement
by and between the
Glendale College Guild, Local 2276
and the
Glendale Community College District**

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

Section 2. ~~Adjunct~~ Part-Time Faculty Health Insurance Buy-in Program

Note: Provisions and mechanisms described in sections 2 and 3 are complementary and should be interpreted and applied jointly.

...

Section 3. Part-Time Faculty Health Insurance

Note: Provisions and mechanisms described in sections 2 and 3 are complementary and should be interpreted and applied jointly.

The District and the Guild mutually support the goal of part-time faculty healthcare parity in concept, which may potentially be made possible pursuant to Education Code Sections 87861, 87862, 87863, 87864, and 87867. The District will engage in reasonable efforts towards making implementation of Section 3 a viable option for the District. Until Section 3 has been certified and implemented by the District to the Guild for a calendar year that is covered during the period of this agreement, Section 2 above shall control as the default health insurance program for part-time faculty in the District.

The Part-Time Faculty Health Insurance program described below shall not be in effect under this agreement until the District certifies to the Guild that requisite conditions to allow the District's participation have been met. The District shall retain sole discretion in determining whether the conditions outlined have been met; however, the District must confer with the Guild to discuss its assessment. The existence and implementation of this program is contingent on the following three (3) conditions being simultaneously met:

- a. The District certifies by the first Board meeting of the fall semester (or a later date if mutually agreed upon) to the Guild in writing that it has identified sufficient funding to cover the maximum potential cost of the program at the District for the following calendar year; and
- b. The District receives subsidy or promise of reimbursement in terms satisfactory to the District from the State Chancellor's Office for the entire cost of the program for that calendar year; and

c. The District certifies for the Guild it has been provided with a sufficient mechanism from the state, or through its own design, to accurately assess which part-time faculty are eligible for the program and to what degree they can receive coverage from the District.

In the event that the three conditions are deemed not to have been met by the District for any period of this agreement, part-time faculty shall still be eligible for participation in the Part-Time Faculty Health Insurance Buy-In Program contained in Section 2.

In the event that the District implements the program outlined in Section 3 the District receives less than 100% reimbursement from the State for its medical premium and reimbursement expenses under this program, the parties shall re-open negotiations on this topic.

The Glendale Community College District will offer the same healthcare plans currently available to full-time faculty-to qualifying adjunct faculty as defined in this section. Coverage in this plan will be subject to the availability of the plan to the District. Part-time employees must qualify and agree to the following requirements to participate.

The Guild and District agree the District's primary responsibility regarding scheduling instructors and classes is to best meet the needs of students and programs. The desires and needs of individual employee's scheduling are naturally subordinate to these priorities.

A. Eligibility Criteria:

1. A part-time faculty member shall be eligible for the same District-sponsored healthcare coverage provided to full-time faculty members (See Article XI, Section 1A), so long as the part-time faculty member meets one of the following criteria as defined under Education Code Section 87861 et seq.. The District and Guild understand the eligibility requirements to be the following:

- Has a teaching assignment at GCC that is greater than or equal to 40% of the minimum full-time teaching assignment at that district; or
- Has a teaching assignment as a part-time faculty member at GCC and one or more California community college districts which in total is equal to or is greater than 40% of a full-time teaching assignment.

Additionally, the part-time faculty member *must not be receiving health insurance coverage from another employer either directly, as a spouse, a domestic partner, or as a dependent* in accordance with Education Code Section 87864.

In the event the District receives clarification regarding eligibility, the Parties agree to reopen this article to ensure the agreement reflects the current legal requirements for part-time faculty at the District to participate in the program.

2. The employee may also meet this 40% load or assignment requirement for the Spring semester, if their annual load is at least 80% by combining their Fall and Spring assignments from the current calendar year and they have an assignment at Glendale college in both semesters.

B. The employee may elect to choose insurance for one party, two party or family coverage. To be included in plan coverage, dependents of part-time faculty members participating in the District-sponsored healthcare program shall not be receiving benefits from another source simultaneously.

C. Open Enrollment Periods

1. Once an employee is eligible to participate in the program, they have thirty days to enroll, or they must wait for the next enrollment period.
2. An eligible employee who chooses not to participate in the program must wait until the next open enrollment period to join the program.

D. Employee Withdrawal from Coverage:

1. Employees who have severed their employment relationship with the District shall have COBRA rights with up to 18 months additional coverage in accordance with State and Federal Law.

E. Premium Coverage:

1. Coverage will be provided on a calendar year basis. Those employees who start the program in the Fall semester will be covered from the first of the month following the start of the Fall semester through December 31st of that year.
2. An employee who has fulfilled the minimum qualifying criteria at the end of the Spring Semester will be eligible to begin coverage from the first day of the month following the start of the Fall semester.
3. Participating employees must be covered for the Summer months even if not working that session.
4. Open enrollment periods will be established with Blue Shield and Kaiser Permanente in order to facilitate year-round coverage.

F. Faculty Member is Unable to Maintain a Minimum Assignment

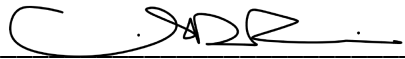
1. Adjunct faculty shall be informed of their load for the following semester in a timely fashion by either the Division Chair, Co-Chair or Instruction Office.
2. If an adjunct faculty member is informed that they will not be scheduled for enough classes to maintain a forty percent (40%) load or assignment in all Districts, they may elect to:
 - a. Drop the plan at the end of the current semester
 - OR
 - b. Continue in the plan and accept responsibility for one hundred percent (100%) of the cost of the HMO plan through COBRA.

G. If the District changes health carriers in the future, the part-time employees who are covered by this plan will automatically be transferred to the new carrier.

H. The District shall not be held liable for changes in scheduling that alter the insurance status for a part-time instructor.

I. It is understood that if the participation rate in the defined pool is not sufficiently large to meet Blue Shield's standard for offering such an insurance plan, then District and Guild will reform the pool with different criteria and apply again for coverage.

DATE: 11/21/2022



Caroline DePiro, Chief Negotiator

Glendale College Guild

Brittany Grice, Chief Negotiator

Glendale Community College District