

ARTICLE 12

BENEFITS

- 12.1 For qualifying Unit Members, and subject to all of the terms and conditions as provided in this Article, the District will reimburse up to eight hundred seventy dollars (\$870) per regular semester, or five hundred eighty dollars (\$580) per regular trimester, for insurance premiums paid by the Unit Member during the semester or trimester to an independent health care plan in which the Unit Member is enrolled. The total amount of the District reimbursement to any Unit Member shall not exceed seventeen hundred forty dollars (\$1740) in any fiscal year and shall apply only to premiums paid for health coverage of the Unit Member.
- 12.2 To qualify for the insurance premium reimbursement, a Unit Member shall meet the following eligibility requirements:
- 12.2.1 The Unit Member must not be otherwise eligible for or enrolled in health care coverage, as an employee, spouse, domestic partner, or dependent, under a health insurance program sponsored or paid, in full or in part, by another employer.
- 12.2.2 The Unit Member must be actively employed during a regular semester in a credit teaching, counseling or librarian assignment with a load of at least thirty-three (33) percent and must have been employed by the District as an adjunct faculty member in a credit teaching, counseling or librarian assignment for at least three (3) regular semesters in the previous five (5) regular semesters; or
- The Unit Member must be actively employed during a regular trimester in a noncredit teaching or counseling assignment with a load of at least thirty-three (33) percent and must have been employed by the District as an adjunct faculty member in a noncredit teaching or counseling assignment for at least five (5) regular trimesters in the previous nine (9) regular trimesters.
- 12.3 If the load of a Unit Member who is otherwise eligible as provided in section 12.2 declines to less than thirty-three (33) percent due to assignment cancellation or bumping prior to the fifteenth calendar day of the semester or trimester, the Unit Member will not be eligible for the insurance premium reimbursement for that semester or trimester. If the load of a Unit Member who is otherwise eligible as provided in section 12.2 declines to less than thirty-three (33) percent due to assignment cancellation or bumping after the fourteenth calendar day of the semester or trimester, the Unit Member will retain eligibility for the insurance premium reimbursement for that semester or trimester. However, any voluntary action by the Unit Member which causes the Unit Member's load to decline below thirty-three (33) percent will terminate the Unit Member's eligibility for that semester or trimester.
- 12.4 The parties agree that the District's primary responsibility regarding scheduling of faculty and assignments is to best meet the needs of students and programs, and that this health insurance premium reimbursement program does not obligate the District to schedule a minimum load for any Unit Member from one term to another.
- 12.5 To receive reimbursement for premiums paid during a semester or trimester, a Unit Member must meet the eligibility requirements as provided in this Article and must apply for reimbursement by submitting a (one per semester or trimester) properly completed and signed *Adjunct Faculty Health Insurance Premium Reimbursement* form, accompanied by proof of insurance and proof of payment, to the District Office of Human Resources not later than the last day of the semester or trimester for which reimbursement is to be claimed. A separate application for reimbursement, as provided herein, must be submitted for each semester or trimester for which reimbursement is to be claimed.
- 12.5.1 The District insurance premium reimbursement will be made directly to the Unit Member in a single payment, by separate reimbursement check payable to the Unit Member, for the actual amount of premium payments made by the Unit Member during the semester or trimester, up to the limits specified in section 12.1, after validation of the Unit Member's eligibility. Reimbursement shall be made as soon as is practicable after the Unit Member has applied for reimbursement in accordance with the provisions of 12.5.

- 12.5.2 Federal and State withholding taxes will not be deducted from the reimbursement check. The Unit Member shall be responsible for any federal or state tax liability arising out of, or related to the receipt of reimbursement from the District for medical insurance premiums and shall hold harmless the District with respect thereto.
- 12.5.3 The District shall not be held responsible for conditions imposed by regulatory agencies or insurance carriers that are beyond the control of the District.
- 12.5.4 Failure of a Unit Member to apply for reimbursement in accordance with the provisions of section 12.5 or to otherwise provide, within twenty-one (21) calendar days of request, such information as may be requested by the District to validate the Unit Member's application for reimbursement, shall render the Unit Member ineligible for reimbursement for that semester or trimester.
- 12.6 The District shall have the right to request from the Unit Member and the insurance carrier such information as is reasonably necessary to validate the Unit Member's eligibility, proof of insurance and proof of payment including, but not limited to, invoices or billing notices, canceled checks, etc.
- 12.7 Service by a Unit Member during any summer session or other intersession, or service in substitute or "as needed" assignments, shall not count toward the eligibility requirements to qualify for the District health insurance premium contribution.
- 12.8 Fraudulent application for reimbursement of premiums or falsification of information supplied in conjunction with such application shall render a Unit Member permanently ineligible for further reimbursement of premiums under the provisions of this Article.