

JOINT LABOR/MANAGEMENT BENEFITS COUNCIL
Foothill-De Anza Community College District

The District and the Bargaining Units have mutually agreed to participate in a Joint Labor/Management Benefits Council ("JLMBC" or "Council"). The role of the Council is to review the District's Health Benefits Program ("HBP"), including medical, prescription, dental and vision coverage, and to make recommendations to contain costs while maintaining a quality health insurance benefits program available to covered employees and eligible retirees.

A. Council Composition and Structure

The Council shall be composed and structured as follows:

1. Regular Members

a. District Members:

One voting and one non-voting District member appointed by the Chancellor. If one member is absent, the member present shall be the voting member;

b. Bargaining Unit Members:

One voting and one non-voting unit member appointed by each of the five Bargaining Units—Association of Classified Employees (ACE), California School Employees Association (CSEA), Faculty Association (FA), Operating Engineers Local 3 (OE3), and Teamsters. If one member from a unit is absent, the unit member present shall be the voting member.

c. Additional Non-Voting Members:

The District or a bargaining unit may request to augment its representation by one additional regular non-voting member by providing cause to the Council. The Council shall act on the request on a person-by-person, case-by-case basis and in accordance with the voting provisions of the Council. Further, a voting Council member may revoke its approval or disapproval of an additional non-voting member at any time by calling for a vote. This provision is not intended to cover subject matter experts, such as benefits, medical or tax specialists with subject matter expertise acting in a consultative, rather than a unit representative, role.

2. Ex-Officio Members

Two non-voting members appointed by each of the following constituency groups: The Administrative Management Association (AMA), Confidential Employees, and Foothill-De Anza Retirees Association (FODARA).

3. Alternate Attendees

In the event that a Regular or Ex-Officio Member is unable to attend a scheduled meeting, the District/Bargaining Unit/Constituency group may send an Alternate

Attendee for the purpose of maintaining full representation at the meeting, communicating Council information and dialogue to the absent Member(s), and collecting disseminated materials. An Alternate Attendee shall have no voting authority.

4. Council Facilitator

The District's voting member will serve as the Facilitator of the meeting. In the event that the Facilitator is unable to attend a meeting, the Council shall designate one of the Regular Members to serve in that capacity. At any time, any Regular Member may request, or be requested by the Council, to facilitate discussion on individual agenda items.

The Facilitator will schedule Council meetings and prepare the agenda for such meetings. In addition, the Facilitator shall arrange for District-contracted HBP consultants to provide training/education necessary to understand health plan options and medical industry standards, and to ensure transparency about HBP costs and fiscal consequences (to the District and to employees/retirees) of any potential changes to the HBP.

5. Labor Chair

On an annual basis, the bargaining units will elect one of their Regular Members as Labor Chair to participate with the District Member in consultation with the District's and/or Bargaining Unit's HBP consultant(s).

6. Voting

Any formal recommendation of the Council shall be approved by the affirmative vote of the voting District Member and all but one of the voting Regular Members at a meeting of the Council at which a quorum is present.

A quorum shall consist of the voting District member and any four voting Regular Members.

B. Consultation with Health Benefits Consultant(s)

The District Member(s) and Labor Chair will each provide to the other adequate notice of, and the opportunity to attend and participate in, any formal or informal discussions occurring outside the Council meetings with a HBP consultant engaged by the District or Bargaining Unit. In addition, the District Member and Labor Chair shall each copy the other on all written communications and documents exchanged with the HBP consultant(s).

C. Council Member Obligations

1. The Council operations and discussions shall be collegial to ensure open, respectful dialogue and maximum preparation and participation by its members.
2. The Council will make a good faith effort to conclude its review and recommendations to allow for sufficient time to implement any recommended changes in the effective plan year.
3. Each Regular and Ex-Officio Member shall be responsible for communicating with the appointing constituency group, including updates and recommendations, and seeking approval or ratification where required.
4. District health benefits data is supplied to the Council only in aggregate form in accordance with the Health Insurance Portability and Accountability Act (HIPAA) which provides protection of individually identifiable health information (also called "protected health information" or "PHI") under the Privacy Rule. Council Members and Alternate Attendees, as well as any guests, consultants or others attending Council meeting(s) shall respect the privacy of plan participants by refraining from speculation about the identity of specific individuals whose medical conditions may be part of the aggregate benefit data used for plan analysis.

D. District Obligations

1. The District shall provide the Council with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit) and all expenditures the District considers to be part of the overall cost of maintaining the HBP.
2. The District shall provide a process for hearing appeals related to assessment of penalties and to termination of benefits as described in Section G.
3. The District shall report the following on a monthly basis to the Council:
 - a) penalties assessed for late and non-compliance with plan provisions; b) health benefit terminations and potential reinstatements (if any); and c) the basis, including the appeals process outcomes, upon which such actions were taken.

E. Council Authority

The Council shall have the authority to:

1. Review the District's Health Benefits Program, including medical, prescription, dental and vision insurance benefits, and recommend any changes to the program it deems necessary to contain costs while maintaining a quality health insurance benefit plan available to employees/retirees. This includes, but is not limited to,

the authority to recommend substitution of other plans for the District's existing health benefits plans;

2. Delegate tasks and/or create task forces to work on a defined activity or project;
3. Recommend the selection, replacement, and evaluation of benefits consultants;
4. Recommend the selection, replacement, and evaluation of benefit plan providers;
5. Participate in an annual review of the District's Employee Health Benefits Program, to include the medical, prescription, dental and vision benefits;
6. Review and make recommendations about the District's health benefits budget;
7. Review and make plan administration policy recommendations regarding late and non-compliance with plan obligations, health benefit terminations, health benefit reinstatement and appeal processes proposed by the Plan Compliance Committee, as described in Section G.
8. If health care legislation is enacted that necessitates modification of the District's Health Benefits Program, assess the effects of such legislation and make recommendations about appropriate action to take; and,
9. Review and make recommendations regarding changes/alternatives to the District's current "Bridge Program" for employees hired after July 1, 1997.

F. Restructuring Rights

The bargaining units and the District reserve the right to propose restructuring of the Council if another model(s) – such as that presented under the California Education Coalition for Health Care Reform (CECHCR) – offers a more efficient and/or effective means of operation. A simple majority vote of the bargaining units shall be required for such action to be proposed by the bargaining units. Any proposed JLMBC structure, as presented by the bargaining units or the District, shall be subject to the voting protocol specified under Section A6 of this document. Absent Council agreement to a proposed restructuring, the District or the units, collectively by simple majority vote, may opt to continue under the existing structure or withdraw from the Council.

G. Plan Compliance Committee

Four Council Members shall serve on a Plan Compliance Committee (PCC) composed as follows: one District member, the Labor Chair, one additional Bargaining Unit Member (selected by that constituency), and one Ex-officio Member (selected by that constituency) to work with the District Health Benefits Manager(s) and staff to develop plan administration policy recommendations regarding late and non-compliance penalties and criteria for termination of benefits, exemptions to

termination, and reinstatement of benefits subsequent to termination. All proposals shall be forwarded to the Council for its review and recommendation.

The Plan Compliance Committee shall also develop a process for hearing appeals related to the assessment of penalties, termination of benefits, and potential reinstatement of benefits (if any), and forward the proposal(s) to the Council for its review and recommendation.

Affirmed on OCTOBER 6, 2011 by the Voting Members as Follows:

SHELLEY SCHREIBER
Print Name
Association of Classified Employees (ACE)

[Signature]
Signature

LEO CONTRERAS
Print Name
California School Employees Association (CSEA)

[Signature]
Signature

Anne M. Paye
Print Name
Faculty Association (FA)

[Signature] 10.6.11
Signature

Dorene Novotny
Print Name
FHDA District

[Signature]
Signature

Bill Pope
Print Name
Operating Engineers Local 3 (OE3)

[Signature]
Signature

George Robles
Print Name
Teamsters

[Signature] 10-6-11
Signature