

Tentative Agreement  
Between the Peralta Community College District  
and the Peralta Federation of Teachers  
March 15, 2012

The Peralta Community College District ("District") and the Peralta Federation of Teachers have met in good faith and hereby agree to the following:

**Term:** July 1, 2012 through June 30, 2015

**Health & Welfare Benefits**

The District shall provide to each unit member and his/her eligible family members health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).

**Medical Plan**

Individual unit members may select among the following plans as follows:

1. Kaiser Foundation Health Plan will be at no cost to the District's employees.
2. \*PPO "Lite" plan (no out-of-network coverage) with an employee monthly contribution of:

	<u>Employee Cost</u>
a. Single	\$15/month
b. Two-party	\$30/month
c. Three-party (family)	\$45/month

The network utilized for the PPO Lite plan shall be the California Anthem BlueCross network, or another network with at least equal coverage in the state of California.

3. \*PPO Traditional plan: employee shall pay the difference between the premium cost of the PPO Traditional plan and the premium cost of the PPO "Lite" plan.

**Part-Time Faculty Medical Benefits**

The existing 50/50 health benefits plan for part-time faculty shall become a permanent part of the PFT contract.

In year one of the contract, the District agrees to pay the District share plus the overage cost of the 50/50 part-time faculty health benefits plan. In year two and three the parties agree to reopen on the District PPO cost in excess of 50% and agree, if necessary, to bring the program back into balance so that it is a true 50/50 shared expense between the District and part-time faculty. Part-time faculty in either PPO plan shall not pay any nominal premiums above their calculated 50% premium.

**Retiree Medical (retirements after 7/1/2012)**

Retirees will not be subject to the monthly premium contributions of active unit members for

the PPO Lite plan.

Retirees who elect the PPO Traditional health benefit plan will pay the premium difference between the PPO Lite plan and the PPO Traditional health plan for retirees, based on Medicare eligibility.

**Retirees and eligible dependents who move out of state (applies to retirements after 7/1/2012)**  
Year 1 (2012-2013): Status quo (current) coverage for eligible dependents or people who retire AND move out of California.

Years 2 (2013-2014) and Year 3 (2014-2015): Revisit out-of-state networks. PCCD and PFT shall work together to make every reasonable effort to attempt to provide out-of-state retirees a network similar to the California Anthem BlueCross network, beginning in Year 2.

**Mandated Enrollment in Medicare A & B**

Retired Unit members, upon reaching Medicare eligibility age, shall sign up with the District their election in Medicare Parts A & B.

Medicare sign-up shall be required in order to maintain retirement medical benefits. For any unit member who retires after July 1, 2012, if the retiree willfully elects not to enroll in Medicare Parts A & B, the District may terminate the retiree's District-paid health benefits, provided:

1. The retiree is provided two notices via certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
2. The notices shall be written in plain language.
3. The PFT shall be sent a copy of both notices.
4. The District shall make at least two efforts to speak to the retiree telephonically during the 60 day period in #1 above. The times and dates of the calls shall be made available to the PFT.
5. If the retiree has a legal guardian or someone with power-of-attorney, the District shall undertake reasonable effort to notify such person via mail and the telephone number on record with the District. The retiree or designee will notify the District in the event that a legal guardian or power-of-attorney is appointed.
6. The Vice Chancellor of Human Resources and Employee Relations shall meet and discuss any planned termination of benefits with the PFT President on request at least 15 working days prior to the termination of medical benefits.
7. The benefits shall not be terminated retroactively.
8. The Vice Chancellor of Human Resources and Employee Relations shall have the authority to continue retiree benefits in cases where unforeseen circumstances did not allow the retiree to enroll in Medicare Parts A & B in a timely fashion.
9. Should a retiree whose District benefits have been terminated due to failure to enroll in Medicare subsequently enroll, the District shall reinstate the retiree's District-paid health benefits. The amended Medicare enrollment language will be a part of the contract clean-up language.

**Hold PFT harmless in case of retiree lawsuit**

Should (1) the requirement to enroll in Medicare; (2) the termination of any unit member who retires after 7/1/2012 and spouse or dependents resulting from a failure to enroll in Medicare; or

(3) the decision to provide the PPO Lite plan, but not the PPO Traditional plan, to post-7/1/2012 retirees without premiums, be challenged in any forum, and if the PFT is named as a party, the District hereby agrees to defend, hold harmless and indemnify PFT, its officers, agents, representatives and affiliates, including but not limited to the CFT and AFT, for any adverse final judgment. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, litigated or appealed.

**Dental Plans**

Individual unit members may select among the plans as follows:

- a. Delta Dental
- b. United Healthcare Dental

The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate. The PERALTA FEDERATION OF TEACHERS Local 1603 members shall pay the cost for Delta Dental through a combination of:

\$135,000	rescind sabbaticals
120,000	staff development
9,000	tenure facilitator release time
<u>27,000</u>	staff development officer release time
\$291,000	

**Cash-in-lieu /Opt-Out Option (Medical and Dental for Active Unit Members Only)**

1. Individual unit members who provide proof of other group medical and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District. Employee will receive a monthly amount of \$225 for medical (this reimbursement is an all-or-nothing option, employee and all eligible dependents, if applicable, must waive the plan to be eligible for this flat reimbursement amount).

2. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of \$25 for group dental waiver is also available. Again, this reimbursement is an all-or-nothing option. The employee and all eligible dependents (if applicable) must waive the plan to be eligible for this flat reimbursement amount.

- Participation on the Opt-Out Option for group medical and/or group dental is 100% voluntary; and
- The amount is paid on a monthly basis; and
- The amount is paid on an after-tax basis (taxable income to the employee); and
- The amount will not be pro-rated to the FTE; and
- Election of group medical and group dental opt-out is not mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined.

**Opt-out Election**

It is the responsibility of the member to complete the requisite items as indicated below (no exceptions): Cash-in-lieu form and written verification of other group medical and/or

dental coverage from the insurer within 30 days from the election to participate in the District's cash-in-lieu plan.

**Opt-in**

It is the responsibility of the member to complete the enrollment form and submit documentation within 30 days of initial hire, open enrollment or a qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996 (see below).

Qualifying events: Marriage and Domestic Partnership, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents) Exhaustion of COBRA, Individual no longer resides or works in HMO service area, individual ceases to be a dependent, Plan terminates a benefit plan option, involuntary loss of coverage under another group plan, Children's Health Insurance Plan/Medicaid Rule, Meeting or exceeding a plan's lifetime maximum on all benefits.

By opting In, you will receive benefits in effect at the time of the opt-in.

**Future increases in the cost of health benefits:**

PFT and the District agree that the increased cost to health benefits will be deducted before determining PFT's share of the Projected Net Increase or Decrease in District's Available Resources.

**Place part-time faculty on a 25-step salary schedule at no cost to District**

Between July 1, 2012, and June 30, 2013, the District will develop a model part-time faculty salary schedule with 25 steps and 5 columns, and place all part-time faculty, at their appropriate step and column. If the PFT gets new money, the PFT wants those part-time faculty unit members with more Peralta experience to be placed at a higher salary, by putting money on these steps. This is a no-cost item to the District, since these funds would come from the PFT Share of the District's Available Resources.

**Part -Time Faculty Office Hours**

Part-time faculty office hours, funded at the current formula, will become a permanent part of the contract, regardless of state funding of the program. PFT and the District agree that any annual increase in the cost of part-time faculty office hours will be deducted before determining PFT's share of the Projected Net Increase or Decrease in District's Available Resources, in the same way that the increase in health benefits will be deducted before determining PFT's share of the Projected Net Increase or Decrease in District's Available Resources.

**Feasibility study of post-2004 hires buying into Peralta's retiree benefits**

The District will look into the feasibility of allowing post-2004 unit members access to Kaiser and Peralta's PPO in retirement at no cost to the District, after the District becomes a part of a JPA for Kaiser.

### **Re-opens on District Available Resources and the PFT Share of those Resources**

Each year, both sides agree to make a "good faith effort" to determine the "PFT Share" of Projected Net Increase or Decrease in "District's Available Resources" during the spring prior to the beginning of the fall semester.

- "PFT Share" can be positive or negative

If the PFT Share is positive, after the deduction for the increase in cost of health benefits, and the increase in the cost of part-time faculty office hours, after consultation with the District, PFT is allowed to distribute dollars in various ways, including but not limited to

- Across-the-board salary increases for all faculty
- Funding steps on the part-time faculty salary schedule
- Adding percentage points to part-time (75%) pro-rata rate.

If PFT Share is negative, the PFT will come up with temporary "give backs." These "give backs" may include, but are not limited to:

- Additional temporary (one-year) cuts to release time for department chairs, Tenure Facilitators, district Staff Development officer, SLO coordinators and Distance Ed coordinators,
- Temporary (one-year) progressive cuts to the salary schedule (a greater percentage cut for faculty at higher salaries)
- Temporary (one-year) partial step/column cutbacks or a complete temporary (one-year) freeze on step/column movement for contract faculty.

Projected Net Increase or Decrease in District's "Available Resources" shall consider all of the following, which both parties shall make a good faith effort to determine based upon the best possible data. The District agrees to provide PFT with information which the PFT determines is necessary for these calculations and determinations:

- Peralta's state-funded COLA (if any)
- Benefits cost changes, including number of employees in each bargaining unit
- State workload, apportionment and property taxes
- Peralta's share of any tax initiatives which pass or are passed by the legislature during 2012-15
- Peralta's ending balance and reserves
- OPEB bond expenses and income
- District payments to consultants
- Other
  - Faculty Obligation Number
  - 50% law
  - 75% - 25% law

### **Other Completed Agreements to be Incorporated into contract/appendix**

- Load Banking (compliance with IRS Code)
- Investigation Respondent Notification.

**Outstanding unresolved issues to be discussed during 2012-13 (or sooner)**

- Side letter on Facilitators (allowing work on part-time and tenured-faculty evaluations during 2012-13)
- Side letter on Department Chair election procedures
- Management retreat rights (complete negotiations on this issue)
- Tenure-track and long term substitute evaluation procedures (revise procedure booklet)
- Fee-based classes
- Job descriptions/stipends side letter
- Non-instructional faculty
- Freedom of speech and assembly
- Article 9—Grievance procedure to include an additional step for mediation before arbitration.
- Article 18
  - a. Credit and non-credit rate
  - b. Professional hours

**To be sunshined by PFT:**

Computer use/email policy/procedures

Program discontinuation policy/procedures

FOR PFT	DATE
<u>[Signature]</u>	4/16/2012
<u>Richard [Signature]</u>	4/16/2012

FOR Peralta Colleges	DATE
<u>Judy [Signature]</u>	4/16/2012
<u>[Signature]</u>	4/16/12
<u>Deb [Signature]</u>	4-16-2012

***This Tentative Agreement is subject to approval of the PFT membership and the PCCD Board.***