

**DISTRICT REVISED FINAL PROPOSAL
SIDE LETTER AGREEMENT
BETWEEN PERALTA CCD AND PFT**

RE: ARTICLE 21 SALARY AND ARTICLE 22 HEALTH AND WELFARE BENEFITS

WHEREAS, the Peralta Community College District (“District”) and Peralta Federation of Teachers (“Union”) (collectively “the parties”) are subject to a collective bargaining agreement (“CBA”) which expires June 30, 2022;

WHEREAS, the District and Union are in bargaining for a successor CBA;

WHEREAS, the District and Union intend to make changes to District-offered medical insurance plans for implementation on January 1, 2023; however, bargaining over a successor CBA is not expected to be completed in time for implementation;

WHEREAS, the quote for medical insurance plans which results in savings that can be redirected toward salaries expires January 1, 2023, 90 days’ notice is required for the medical insurance plan changes, and thus the September 27, 2022 Board meeting the last potential day for approval in order to capture the cost savings identified by the District;

WHEREAS, the District and Union agree to negotiate the following changes separate and apart from negotiation of other changes to the CBA;

NOW THEREFORE, the District and Union agree to the following side letter agreement, which will be incorporated into the successor CBA in 2022 when agreement is so reached by the parties.

The District and the Union agree to the following changes to the 2016-2019 CBA, (as subsequently amended by the 2019-2022 tentative agreement). The parties agree that this side letter settles all other issues related to:

- Subsection B “Salary Increases” of Article 21 “Salary;”
- Subsection D(2) “Coaching Stipends for Temporary Part-Time Faculty” of Article 21 entitled “Salary;”
- Article 22 “Health and Welfare Benefits;”
- Subsection A(5) “Faculty load policies for the Peralta Colleges” and subsection A(7) Paid Office Hours of Article 18 “Hours, Workload, Class Size;” and
- Appendices 14 and 27

for the purpose of 2022 negotiations over a successor CBA.

All terms presented in this side letter are contingent on Board approval of the SISC health insurance plans, as proposed, on a District-wide basis on September 27, 2022, and the District’s transition to SISC health insurance plans by January 1, 2023. In the event the Board does not approve SISC health insurance plans on September 27, 2022 and the District does not transition to SISC health insurance plans on January 1, 2023, this offer is withdrawn in its entirety and the parties will re-negotiate over Articles 21 and 22, and Appendices 14 and 27.

1. Effective upon Board approval of this side letter, the District and PFT agree to work collaboratively to increase enrollment.

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2. SUBSECTIONS B, "SALARY INCREASES" AND D, "COACHING STIPENDS-TEMPORARY PART TIME FACULTY" OF ARTICLE 21, "SALARY," of the 2016-2019 CBA between the District and Union, will be amended as follows:

Effective July 1, 2022, the part time salary schedule ("PF60") (formerly the 60% pro rata schedule - part-time faculty with a full-time position outside of the District) will be eliminated. All part time faculty will be placed on the same part time salary schedule ("PF75") (formerly the 75% pro rata schedule – part time faculty without a full time position outside of the District). Employees on the PF60 salary schedule will be placed at the same step and column on the PF75 salary schedule that they have on the PF60 salary schedule.

B. Salary Increases

1. Fiscal Year 2022-23

Effective the first full pay period following bargaining unit ratification and Peralta Board of Trustees' approval of this side letter, the District shall provide a cost of living adjustment (COLA) of six percent (6%). The District will provide up to ninety (90) days of retroactivity for this COLA, which shall be effective no sooner than July 1, 2022.

The six percent (6%) COLA will apply to the full time and part time faculty salary schedules.

In addition to the COLA, contingent on SISC health insurance plans going into effect on January 1, 2023, faculty salary schedules will be increased by four percent (4%) effective January 1, 2023. The changes to Article 22 and this market increase are contingent on District-wide implementation.

2. Fiscal Year 2023-24

The parties agree to reopen Article 21, subsection B for Fiscal Year 2023-24 for negotiations over salary.

Effective January 1, 2024, the District will assess the District-wide savings that has resulted from the transition to SISC health insurance plans between January 1, 2023 and January 1, 2024. If the savings resulting from the health insurance plan change for calendar year 2023 exceeds \$3,900,000, the District will:

- a. Divide the amount of additional savings in excess of \$3,900,000 for calendar year 2023 by the number of full time faculty and classified staff. Once informed of the amount of the PFT share, PFT will determine and inform the District of the formula for distributing the lump sum payments to full and part time faculty.
- b. Effective January 1, 2024, salaries for faculty and classified staff will be increased in an amount equal to the amount of savings above \$3,900,000 in 2023.

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3. Fiscal Year 2024-25

The parties agree to reopen Article 21, subsection B for Fiscal Year 2024-25 for negotiations over salary.

Delete Language from 2019 Tentative Agreement:

~~1. COLA for 2019-20~~

~~COLA increase of 3.26% for the 2019-2020 contract year.~~

~~2. COLA for 2020-21 and 2021-22~~

~~COLAs shall be negotiated as reopeners for contract years 2020-2021 and 2021-2022.~~

~~3. Parity for 2019-20~~

~~2019-20 pay schedules (retroactive to the beginning of contract year 2019-20) are attached as Appendix A, B, C and D. These include COLA only for contract and extra service, and agreed-upon parity funds for PF60 and PF75.~~

~~These pay schedules shall be funded by a combination of:~~

~~1) across the board COLA (see #1 above)~~

~~2) 2019-20 state "Parity" funding (also called "part-time faculty compensation" in state budget), of \$354,981.00~~

~~3) An additional general fund contribution towards parity of \$245,019.00 during 2019-20 contract year~~

~~The total of #2 and #3 above shall be \$600,000 towards parity for contract year 2019-20.~~

~~4. Parity for 2020-21 and 2021-22~~

~~After the close of FY 2019-20, the PFT and PCCD shall work together to calculate actual parity expenses for 2019-20 (in addition to COLA). If the total is less than \$600,000, the additional funds shall be carried forward to be applied to the PF75 schedule for 2020-21, to~~

~~move that schedule closer to full parity.~~

~~The same process shall take place after the close of FY 2020-21.~~

~~Parity shall be included in the reopeners for contract years 2020-2021 and 2021-2022, as the~~

~~PFT and PCCD work together to find the additional funding to get to full parity.~~

~~If the State discontinues allocation of all parity funds, and does not include these funds in another category, both parties agree to renegotiate the inclusion of parity funds on the salary~~

~~schedule.~~

~~NOTE: This agreement supersedes the Memorandum of Understanding between the Peralta~~

~~Federation of Teachers and the Peralta Community College District, regarding State parity funds, signed October 2018. In the event the amount dedicated to parity for 2019-20 by~~

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~~the Memorandum of Understanding (projected to be \$275,391.27) equals more than the State's total parity allocation for 2019-20 (\$354,981.00), the parties shall reopen the issue of parity.~~

Delete Language from 2016-2019 CBA:

~~1. Effective July 1, 2014, the District shall provide an ongoing three percent (3%) increase in salaries for PFT contract~~

~~a. Faculty Salary Schedules~~

~~Effective Fiscal Year 2013-2014 (beginning July 1, 2013), there will be four separate salary schedules for PFT unit members, all of which will have five columns, as follows:~~

~~b. Full-time Faculty~~

- ~~1) Existing contract schedule for contract faculty (25 steps)~~
- ~~2) Extra-service schedule for contract faculty (1 step)~~

~~e. Part-time Faculty~~

- ~~1) The new: "PT salary schedule (no other full-time employment), 25-step salary schedule." (Formerly the 75% pro-rata schedule per Article 21.D.3.)*~~
- ~~2) The new: "part-time salary schedule (with other full-time non-Peralta income) 25-step salary schedule." (Formerly the 60% pro-rata schedule per Article 21.D.2.)~~

~~*Every hourly rate on #3 above will be approximately 25% higher than the corresponding step/column rate in #4 above. (So, e.g., Column E, Step 7, on the current 75% pro-rata schedule is worth \$87.86, while Column E, Step 7, on the current 60% pro-rata schedule is worth \$70.29, and $70.29 + .25$ (\$70.89) = \$87.86; the same proportions between the "no-other employment" and "other employment" schedules would remain in place for the new salary schedules set forth in #3 and #4.~~

~~3) 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.~~

~~2. For Fiscal Year 2016-2017~~

~~Effective January 1, 2017, for 2016-2017, the District shall provide an ongoing two percent (2%) increase in salaries, equating to \$523,979 for PFT contract and part-time faculty. PFT may elect how this increase is distributed to its unit members.~~

~~3. For Fiscal Year 2017-2018~~

~~Effective July 1, 2017, the District shall provide a one-and-one-half percent (1.5%) for PFT contract and part-time faculty equating to \$801,688. PFT may elect how this increase is distributed to its unit members.~~

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~~This one-time increase will be ongoing on the Salary Schedule, if and only if the District generates 20,000 of Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.~~

~~In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increases in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.~~

~~There shall be no reopeners by either party during Fiscal Year 2017-2018 regarding Article 21: Salaries. The parties will continue to discuss salary increases during 2017-2018 for implementation in Fiscal Year 2018-2019.~~

D. Coaching Stipends

Coaching stipends shall be paid per coaching assignments, as voluntary assignments, per sport season as follows:

2. Temporary Part-Time faculty, per season/per sport (Effective July 1, 2013)

- a. Head Coach \$3,258
- b. Assistant Head Coaches:
 - 1) Football \$5,215
 - 2) Baseball \$4,076
 - 3) Basketball \$4,076
 - 4) All other: \$3,258

Effective July 1, 2022, part-time coaching stipends will be increased by ten percent (10%) in addition to the 6% COLA and 4% salary increase. The parties will work to calculate and work toward parity in the future.

3. **ARTICLE 22: "HEALTH AND WELFARE BENEFITS"** of the 2016-2019 CBA between the District and Union, will be amended as follows:

Article 22: HEALTH AND WELFARE BENEFITS

Active employees, retirees, temporary, part-time faculty. See APPENDIX 14.

Effective January 1, 2023, the District will transition its health insurance plans to plans offered by the Self-Insured Schools of California (SISC) as described below. The District will continue to fund the Health and Welfare Program and absorb any increase in premium rates at the current benefit level for the duration of this Agreement. See -APPENDIX 14 (A14)

A. General Conditions

Both parties acknowledge:

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1. No reduction in any benefit that ~~was is~~ provided in the ~~2000-2003~~2022 Agreement ~~and immediately preceding Agreement~~ shall occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in Section B (including dependents' coverage where applicable).
3. The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement and shall be consistent with the terms of this Agreement. Said contracts and related documents (loss ratios, premium rates, et al) are to be made available to the PFT representative(s) during normal District business hours. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Delta Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
4. The description of the employee's medical benefits plan included in this Agreement shall replace the Blue Cross PPO and modify the current Kaiser plan ~~for the period 7/1/07-6/30/09~~. The current medical benefit plans shall remain in effect until the new plans are fully operational and implemented. All health and welfare plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 22.A.3 ~~in the 7/1/00-6/30/03 PFT-PCCD Contract~~.
5. The District shall cover the cost of any changes in PCCD's SISC plan or Kaiser plan that result in reduced benefits or increased contributions for members during the term of this 2022 agreement. In subsequent agreements, the union reserves the right to negotiate with the district over Peralta's ongoing responsibility to cover such costs.
- ~~5.6.~~ The PFT and the District agree to meet and discuss the resolution of any unforeseen service delivery problems that may arise concerning the administration of health and welfare benefits.
- ~~6.7.~~ This agreement does not supersede any rights vested under California law.
- ~~8.7.~~ The District shall provide to each regular, probationary and LTS unit faculty 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).

B. Specific Definitions

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~~This medical, dental, life, long-term disability and employee assistance benefits in effect when the parties' extension agreement is executed in Fall 2006 shall remain in effect for the term of this Agreement.~~

A. District-Offered Health and Welfare Benefit Plans

The District will offer the following health and welfare benefit plans to regular, probationary, and long-term substitute faculty represented by the bargaining unit:

1. Medical Expense Insurance

Effective January 1, 2023, the District will contribute to the cost of health insurance premiums for full-time faculty, as follows:

a. Kaiser Foundation Health Plan will be at no cost to the District's eligible employees and their qualifying dependents.

a. PPO "Lite" plan (no out-of-network coverage) with an employee monthly contribution of:

— Single \$15/month

— Two-party \$30/month

i. — Three party (family) \$45/month

b. PPO Traditional plan: Eligible employees enrolled in the PPO plan shall pay the difference between twenty percent (20%) of the premium cost of the PPO Traditional plan, and the premium cost of the PPO "Lite" plan. District will pay eighty percent (80%) of the premium cost of the PPO plan, for the level of coverage in which the employee is enrolled (single party, two party, family); except as follows:

i. For eligible employees hired before December 31, 2022 and enrolled in the PPO "Lite" plan as of December 31, 2022, who choose to enroll in the PPO plan effective January 1, 2023, will be grandfathered with an employee monthly contribution of:

Single \$15/month

Two-party \$30/month

Family \$45/month

c. Within ninety (90) days of the Board of Trustees' approval of this side letter, the District agrees to work with SISC to find an additional PPO plan option with a lower employee cost share and with the same provider network as the new SISC PPO Plan, and will add the plan effective March 1, 2023. The District will provide a new open enrollment opportunity when the new plan is added. If there is a delay in implementation, between March 1, 2023 and when the SISC "Lite" plan becomes available, all eligible employees will be able to participate in the SISC PPO at a member cost of:

Single \$15/month

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Two-party \$30/month
Family \$45/month

All faculty have the right to select one of the following plans at the time of initial employment or during the open enrollment period:

- a. ~~CoreSource or such other plan that provides equivalent benefits.~~
- b. ~~Kaiser Foundation Health Plan~~

~~_____ The key components of the Blue Cross and Kaiser Plan appear in the Appendix A14.~~

- 2. Delta Dental Insurance or such other plan that provides equivalent benefits.
 - a. Eligible employees may select among the plans as follows:
 - i. Delta Dental
 - ii. United Healthcare Dental
 - b. The District's maximum contribution for dental for full-time faculty will be at the United Healthcare (UHC) Dental family rate.
- 3. Basic Life Insurance is Hartford Life Insurance and is paid for by the District for regular, probationary and LTS faculty.

- 4. Long-Term Disability Insurance Hartford Long-Term Disability Life Insurance and is paid for by the District for regular, probationary and LTS faculty.
~~The description of Long-Term Disability plan included in this Agreement shall replace the current Long-Term Disability plan for the period 7/1/04-6/30/07. All Long-Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement, and shall be consistent with the terms of this agreement.~~

~~This change affects any active employee who experiences a disability that begins on or after July 1, 2004.~~

~~Instead of a benefit level of 75% of the pre-disability earnings, which is taxable like any other income, the benefit level decreases to 60% of pre-disability earnings, which is not taxed.~~

~~This means the actual monthly cost for each employee will be added to his/her gross income, but then in the same paycheck that amount will be deducted for Long-Term Disability (making it cost neutral for the employee).~~

- 5. Vision Coverage

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At no cost to the District, a voluntary vision benefit is available for employee optional enrollment. ~~will be provided under the PPO plan. Under the plan, the plan participant can go to a licensed practitioner for a vision examination. If this practitioner prescribes corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out of network basis. See Appendix (A-14) for coverage.~~

~~The vision benefit is offered only to those regular employees and their eligible dependents who enroll in the PPO plan. The plan participant will pay any additional costs, if any.~~

6. Employee Assistance Program, ~~provided by Blue Cross Wellness Plan~~

EB. Regular, Probationary, and Long-Term Substitutes

1. All regular, probationary, and long-term substitute faculty shall receive at District expense the following health and welfare benefits, subject to the terms and conditions of the policies and this agreement:
- a. Medical Insurance
 - b. Dental Insurance
 - c. Life Insurance
 - d. Long-term Disability Insurance
 - e. Employee Assistance Program

In addition, such employees may at their own expense purchase additional life and/or disability insurance.

2. The District shall provide all necessary enrollment forms and information to new employees in a timely fashion. Failure of the District to do so shall result in the District holding the employee harmless for any covered claim incurred in this period.
3. Coverage begins on the first day of assignment.
4. It shall be the faculty member's responsibility to return all enrollment forms for health and welfare benefits to the District by the agreed upon deadline. Failure to do so shall hold the District harmless for any claim made in this period. In any case, all enrollment forms must be received by the District within thirty (30) days of the date of hire. Failure to comply may result in a delay of coverage.
5. If ~~both husband and wifes~~wives are employed by the District, they shall each be eligible separately for all health and welfare benefits. The only exception is that their shared dependent children shall not be covered by both covered parents.

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6. ~~Dependent's coverage is to be paid in full by the District. All dependents must be added at the time of the employee's enrollment, or within thirty (30) days of the date the Dependent becomes eligible for enrollment, a new birth or marriage or addition of a new dependent, or during the open enrollment period. The following plans include dependent coverage:~~
 - a. Medical Insurance.
 - b. Dental Insurance.
 - c. Life Insurance.
7. The District shall provide new employees with an orientation which will include brochures describing each benefit program and provider, a summary sheet explaining the differences among policies, information about other insurance that is available to purchase and a sign-off sheet that indicates the new person has been given choices ~~he or she has~~ they have regarding benefits.
8. **Moved from below – subsection I:** Cash-In-Lieu (Medical and Dental for Active ~~Unit Members~~ Employees Only)
 - a. ~~Individual unit members~~ Full-time faculty- who sign an attestation and release and provide proof of other minimum essential group medical coverage as defined by the Affordable Care Act, and/or group dental coverage may decline enrollment into a District-provided medical insurance and/or dental insurance plans with the District.
 - i. Full-time faculty ~~Employee~~ who receive medical insurance cash-in-lieu effective December 31, 2022, who continue to opt out of District-paid medical insurance coverage effective January 1, 2023, will receive a monthly amount of two hundred twenty-five dollars (\$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). Faculty receiving cash-in-lieu as of January 1, 2023 who subsequently enroll in District medical insurance plans, and then opt-out at a later date, will no longer be eligible for medical insurance cash-in-lieu. No other employees will be eligible for cash-in-lieu if they opt out of District medical insurance.
 - ii. ~~In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, Full-time faculty who decline enrollment in the District-provided dental insurance plan will receive a flat monthly amount of twenty-five dollars (\$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.~~

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- 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.

b. Opt-out Election

It is the responsibility of the member to complete the requisite items as indicated below during open enrollment (no exceptions):

Cash-in-lieu form and written verification of other group medical and/or dental coverage from the insurer within thirty (30) days from the election to participate in the District's cash-in-lieu plan.

c. Opt-in

It is the responsibility of the member to complete the enrollment form and submit documentation within thirty (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)~~.

~~5. 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.~~

~~6. By opting in, you will receive benefits in effect at the time of the opt-in.~~

89. Upon attaining Medicare eligibility (presently, at age 65), retirees shall enroll in Medicare A & B, provided the District pays 100% of the current and future costs of Medicare premiums. Such enrollment is a precondition to the District continuing to pay for their medical insurance coverage. No individual shall receive less coverage (for example: reduced benefits, increased co-pays or increased deductibles) as a result of enrolling in Medicare. This provision shall not be precedential.

910. Medicare Part D:

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- a. PFT and PCCD have always agreed that it is mutually beneficial to undertake programs which do not violate PFT/PCCD contract(s) and also lower long-run costs of PCCD programs. This agreement Medicare Part D follows from that principle. This Agreement is not intended to, nor does it annul or diminish, any previously vested retiree health benefits. This Agreement shall also not be precedent setting for either PCCD or PFT in regard to any other areas of disagreement that may arise in the future, nor may it be relied upon to determine the nature, scope and extent of retirees' previously vested retiree health benefits.
- b. Medicare Part D Prescription Drug Benefit Program became effective on March 22, 2005.
- c. The District will reimburse retirees enrolled in Kaiser Senior Advantage, or the self-funded plan a secondary coverage, who continuously meet the eligibility requirements in (1) and (2) below for their cost for Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA).
 - (1) This agreement only covers regular and contract faculty who retire from the District after May 1, 2013. It will cover Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA). This agreement does not cover individuals no longer represented by PFT, ~~unless said individuals consent, in writing, to this Agreement.~~
 - (2) The retiree and eligible dependents who are continuously enrolled in Kaiser Senior Advantage, or the self-funded plan as secondary coverage, and become subject to the Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA), as assessed by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) will be eligible for Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA) reimbursement, if all of the following conditions are met by the retiree and/or eligible dependent:
 - (a) The retiree was employed by the District before July 1, 2004, and retired after May 1, 2013.
 - (b) The retiree and/or eligible dependent is enrolled in a Peralta group sponsored medical plan at the time the Medicare Part D Income Related Monthly Adjustment Amount (Part D-IRMAA) is assessed.
 - (c) The retiree and/or eligible dependent is not concurrently enrolled in another privately held Medicare D program.
 - (d) The retiree and/or eligible dependent or caregiver completes and submits the Medicare Premium Claim Form (see Appendix) and documentation of Part D-IRMAA paid to the Centers for Medicare and Medicaid Services, no later than March 30 following the calendar year in which the Part D-IRMAA was assessed. It is

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understood that if the District does not receive the completed claim form and proof of premium payment, it is under no obligation to provide reimbursement.

- (e) In order to cover retirees since May 1, 2013, reimbursement shall include 2013 Part D-IRMAA payments as long as the form for these payments is submitted by March 30, 2016, and each March 30th thereafter, or within 60 calendar days of receipt of the Part D IRMAA charge, whichever date is later. (Any deadline falling on a weekend or Peralta holiday, shall be extended to the next Peralta business day in which the District offices are open.) To be eligible, the member must have retired on or after May 1, 2013. Expenses incurred or paid after January 1, 2015 will be eligible for reimbursement.

11. Make Whole Process for Faculty Who Retire Before SISC Implementation

PCCD will create a clear, simple process for faculty who retire after the date of this agreement and before SISC implementation to be "made whole" in terms of their benefits, out-of-pocket costs, deductibles and co-pays.

~~10. Individual unit members may select among the following medical plans as follows: a. Kaiser Foundation Health Plan will be at no cost to the District's employees.~~

~~b. PPO "Lite" plan (no out of network coverage) with an employee monthly contribution of:~~

~~Employee Cost~~

~~1. Single \$15/month~~

~~2. Two party \$30/month~~

~~3. Three party (family) \$45/month~~

~~c. 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.~~

12.D. COBRA Rights

~~a.~~ If group health coverage ends due to termination (for other than gross misconduct) of a covered employee's employment or loss of coverage due to a reduction in hours, including loss of coverage due to an employer filing for Chapter 11 reorganization, continued coverage for the employee and his/her dependents will end on the last day of the eighteen (18) month period following the date that the group coverage ended.

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2b. If a spouse or dependent loses insured status due to the reasons set forth in D1 above, the death of the employee, employee's divorce or legal separation, employee's entitlement to Medicare, or if a dependent child no longer meets the definition of dependent, coverage for the spouse or dependent will end on the last date of the thirty-six (36) month period following the date coverage ended.

3c. COBRA benefits are paid by the employee or dependent.

4d. The Benefits Office at the District can provide additional details and the cost of continuing coverage under the provisions of COBRA.

E. Survivor Rights

1. Upon the death of the employee, the surviving spouse shall receive paid medical benefits for him/herself, all dependent children and posthumous children until all such children would no longer be eligible to receive paid medical benefits had the employee survived. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as s/he is eligible under the guidelines above.
 - a. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.
 - b. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.
 - c. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District, for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified above.
 - d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the remarriage of the surviving spouse.
 - e. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.

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- f. Coverage under the District's medical plan will be secondary to any other medical coverage.
- g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

F. Retirees Health and Welfare Benefits

1. Definitions

- a. As used herein, the phrase "at District expense" means the District will continue to pay the entire premium for the retiree and, where covered, retiree's eligible spouse/ dependents, under the conditions specified herein.
- b. As used herein, the phrase "consistent with the coverage offered to active employees at the time of retirement" means, for example, "no reduced benefits, increased co-pays, or increased deductibles." The District shall continue to cover retirees medically necessary or appropriate services, subsequently included within District plans for active employees.
- c. The definitions and conditions, which apply to medical and life insurance only, as stated in Article 22.B shall apply to retiree health and welfare benefits.

2. Newly Hired Faculty Members Hired on or after July 1, 2004

- a. Eligible faculty members retiring from regular contract service at the age of 55 or older with at least ten years of creditable service (as defined by STRS or PERS) receive these retiree benefits.

The term "newly hired unit faculty members" is defined as faculty who are hired as probationary or permanent on or after July 1, 2004.

Contract (probationary) or regular [tenured or permanent] faculty with prior service as Peralta temporary faculty (i.e. part-time temporary, sabbatical replacement, categorically funded etc.) will receive pro-rated credit in the proportion that each year of temporary faculty service bears to a year of full-time service based on the full-time base contract load (CBA Article 18.A).

- b. Qualifying employees hired on or after July 1, 2004 who retire before attaining the age of Medicare eligibility (currently, age 65 with minor exceptions) will be able to continue coverage, including spousal and eligible dependent coverage, that is consistent with the coverage offered to active employees at the time of retirement, at District expense, until s/he reaches the age of Medicare eligibility (currently, age 65). When they become eligible for Medicare, these

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employees shall enroll in Medicare Parts A and B. Upon reaching Medicare eligibility age, the District's obligation to pay benefits shall cease, and no other District paid benefit shall be available.

- c. Any spouse or dependent of a retired faculty member who was hired on or after July 1, 2004, shall be covered during the retiree's lifetime consistent with the coverage offered to active employees at the time of retirement, until the spouse or dependent reaches the age of Medicare eligibility (currently, age 65), or until s/he is no longer a spouse or dependent as defined in Article 22.E.1.a., b., and d. above.
- d. Survivor rights: In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently, age 65), the spouse or dependent may buy the plan consistent with the coverage offered to active employees at the time of retirement, under the terms described herein, until s/he reaches the age of Medicare eligibility (currently, age 65).
- e. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District's medical plans, like any other active employee. Upon retirement, they may elect COBRA (self-pay) on the plan in which they were enrolled.
- f. Retiree Medical (retirements after 7/1/2012)
 - ~~1) Retirees will not be subject to the monthly premium contributions of active unit members the PPO lite plan.~~
 - ~~2) 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.~~
 - ~~3) 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.~~~~
- 1) Mandated Enrollment in Medicare A & B Retired Unit members, upon reaching Medicare eligibility sign up with the District their election in Medicare Parts A & B. Medicare sign-up shall be required in order to

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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:

- a) 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.
 - b) The notices shall be written in plain language.
 - c) The PFT shall be sent a copy of both notices.
 - d) 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.
 - e) 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.
 - f) 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.
 - g) The benefits shall not be terminated retroactively.
 - h) 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.
 - i) 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.
- 52) Hold PFT harmless in case of retiree lawsuit
Should
- a) the requirement to enroll in Medicare;
 - b) the termination of any unit member who retires after 7/1/2012 and spouse or dependents resulting from a failure to enroll in
 - c) 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.

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3. Faculty Members Hired Before July 1, 2004
 - a. Consistent with the status quo, faculty members retiring from regular contract service at the age of 55 or older with at least five years of creditable service (STRS or PERS) shall receive these retiree benefits.
 - b. All regular and contract faculty retiring from the District during the term of this Agreement shall be offered lifetime medical coverage at District expense that is consistent with the coverage offered to active employees at the time of retirement. This includes spouse and eligible dependents.
 - c. Employees hired before July 1, 2004 shall either become eligible for Medicare by paying District-reimbursed Medicare tax, or become eligible for STRS or PERS reimbursement of Medicare Part A at no cost to the employee.

When such employees reach the age of Medicare eligibility (currently 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees.

After enrolling in Medicare, no individual shall receive less coverage (for example reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

- d. Any spouse or dependent of a vested, retired faculty member who was hired prior to July 1, 2004, shall be covered during the retiree's lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until s/he is no longer a spouse or dependent as defined in Article 22.E.1. a., b. and d. herein. The retiree and spouse/eligible dependent shall, upon reaching the age of Medicare eligibility (currently, age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pays 100% of the current and future costs of Medicare premiums. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
- e. Employees hired prior to July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District's medical plans, like any other active employee. However, in accordance with Article 22.F.3.c. and 22.F.3.d. above, when they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pays 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

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The employee's spouse/dependents shall enroll in Medicare when eligible and no individual shall receive less coverage (explained above) as a result of enrolling in Medicare.

- f. Survivor Rights: Upon the death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered to active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as s/he is no longer eligible as defined in language above.
- g. The above option (Article 22.F.2.f.) shall also be applicable to dependent children.
- h. All regular and contract faculty members from age 55 to 65 who retire from regular service shall be maintained (at the District's expense) through age 65 on the District group life insurance policy provided for employees through age 65. The retired employee shall have the option to convert to an individual permanent plan at his/her own expense.

G. Temporary, Part-Time Faculty

Following Board approval of this side letter, the District and PFT agree to continue to negotiate over expenditure of new state funds for part time faculty health insurance.

100% Buy-In Plan for Medical and/or Dental Coverage

The 100% buy-in plan for part-time faculty will continue to offer Kaiser HMO and the PPO options, continuing past practice with the 100% buy-in

- 1. If during the term of this Agreement, State funds are allocated to the District for the specific purpose of enhancing medical benefits for part-time faculty, or if new legislation requires District maintenance of effort on part-time faculty health benefits, the parties shall negotiate over medical benefits for part-time faculty.
- 2. Voluntary fringe benefits under this Agreement include the present District medical and dental insurance plans. All references to medical also include coverage for prescription drugs and vision benefits.
- 3. Part-time faculty members may subscribe for medical and dental insurance under the District's group coverage program.
- 4. The part-time faculty member contribution for participation in medical and/or dental benefits under the 100% buy in plan shall be an amount exactly equal to the

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prevailing amount the amount paid by the District for individual contract faculty members. Plan enrollment options are:

- a. Medical at 100% buy-in cost, with ~~three~~ two options for medical plans at the expense of the part-time faculty member:
 - Kaiser HMO Plan
 - ~~Self-Funded Preferred Provider Organization – Lite (in-network benefits only)~~
 - ~~Self-Funded Preferred Provider Organization – Traditional (in-network and out-of-network benefits available)~~
 - Preferred Provider Organization – Lower Cost SISC PPO Plan (once available)
- b. Dental at 100% buy-in cost, with two options for dental plans at the expense of the part-time faculty member:
 - Delta Dental
 - United Health Care Dental
5. To be eligible, part-time faculty members must have completed four (4) semesters in the immediately preceding four (4) years. Partial semesters are not included in computation of completion for the fulfillment of four (4) semesters.
6. Part-time faculty members may subscribe for dependent's coverage under this program.
7. Part-time faculty members who select this option must subscribe for membership no later than the 20th ~~15~~ day of the month preceding the period for which coverage is requested.
8. Part-time faculty members may, at their option, have monthly premium payments for medical insurance deducted directly from their paychecks.
9. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a minimum of two (2) months advance coverage.
10. For any part-time faculty member paying by check, who fails to submit advance premiums for two (2) months, coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.
11. In the event of a break in service, part-time faculty members will not lose their eligibility for benefits after return from break in service, provided that:

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- a. They maintained their benefits pursuant to COBRA for the duration of their absence;
 - b. They were absent for no more than 18 months; and
 - c. One of the following situations applies:
 - 1) They have had approved leave in a category available to part-time faculty under article 26; or
 - 2) Cancellation of classes due to low enrollment, budgetary reasons, program needs or reassignment of the class to a contract or regular faculty instructor.
12. SDI Program for Part-time faculty
- a. The part-time, temporary faculty have voted to be included in the State Disability Insurance ("SDI") program in accordance with A.B. 381 (Unemployment Insurance Code Section 710.9).
 - b. Part-time faculty shall pay 100% of the contribution required to participate in the California SDI program through regular payroll deductions.
 - c. PCCD shall implement this program as soon as practicable, but in no event, no later than an effective date of January 4, 2011.
 - d. PCCD may hereafter cease participation in this program only to the extent allowed by law.
13. 125 plans for payments
- a. The District shall establish a 125 plan for part-time temporary faculty which will permit part-time faculty to tax-shelter health benefits premiums.

H. Temporary, Part-Time Faculty Medical

Part-time Faculty 50/50 Medical Plan Coverage:

Effective Fall 2014, the Part Time Community College Faculty Health Insurance Program, as defined by Education Code Section 87863 and referred to herein as the "50/50 Medical Plan" shall only apply to and provide the Kaiser Plan. (Note: The 100% buy-in plan for part-time faculty set forth in Article 22.G above shall still offer both Kaiser and the PPO options, continuing past practice with the 100% buy in.)

1. If during the term of this Agreement, State funds are allocated to the District for the specific purpose of enhancing medical benefits for part-time faculty, or if new legislation requires District maintenance of effort on part-time faculty health benefits, the parties shall negotiate over medical benefits for part-time faculty.

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2. Voluntary fringe benefits under this Agreement include the present District medical insurance plans. All references to medical also include coverage for prescription drugs and vision benefits.
3. Part-time faculty members may subscribe for medical insurance under the District's group coverage program as follows:

- Kaiser Plan

Effective fall 2014, Kaiser HMO is the only medical plan enrollment option available for part time faculty who wish to participate in the "50/50 Medical plan."

The District will contribute exactly one half of the premium cost to the monthly premium for the eligible part-time faculty member; the part-time faculty member contribution for participation in this program shall also be an amount exactly one half of the prevailing amount paid by the District for individual contract faculty members.

Eligibility - Part-time faculty whose teaching assignment equals or exceeds 40% of the cumulative equivalent of a minimum full-time teaching assignment are eligible to enroll in this 50/50 Plan.

- ~~Self-Funded~~ PPO Plan

Additional enrollment options are available, and the part-time faculty member will pay 100% of the prevailing monthly COBRA-equivalent cost

- ~~Self-Funded Preferred Provider Organization – Lite (in-network benefits only)~~

- ~~Self-Funded Preferred Provider Organization – Traditional (in network and out-of-network benefits available.)~~

~~The District is partnered with the Anthem Blue Cross network; CoreSource is the third-party administrator and payor of claims.~~

4. Faculty members may enroll dependents under this program.
5. Faculty members who select this option must subscribe for membership no later than the 20th 22 day of the month preceding the period for which coverage is requested.
6. Faculty members may, at their option, have monthly premium payments for medical insurance deducted directly from their paychecks.
7. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a minimum of two (2) months' advance coverage.
8. Any part-time faculty member paying by check, who fails to submit advance premiums for two (2) months, coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.

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I. Dental Plans *Dental and Cash in Lieu Moved above*

1. Individual unit members may select among the plans as follows:
 - a. ~~Delta Dental~~
 - b. ~~United Healthcare Dental~~
2. ~~The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate.~~

KI. 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.

LJ. Health and Welfare Benefits Committee

The District will continue the Health and Welfare Committee consisting of representatives from PFT, SEIU Local 1021, Local 39 and Management to review the potential changes and/or modifications to health and welfare plan.

The role of the Health and Welfare Committee shall be limited to making recommendations to the PFT and District.

MK. Domestic Partners

~~CoreSource (Blue Cross Prudent Buyer) and Kaiser Medical Plans and the Delta Dental Plan~~Health and Dental Insurance Plans have been extended to domestic partners.

NL. State or Federal Health Plan Legislation/Regulation

If, during the term of this agreement, the state or federal government adopts health ~~plan~~insurance legislation/regulations that affect either the cost and/or benefits received by employees eligible to participate in the District health plans as defined in this agreement, the health plan provisions of this Article may be re-opened.

O. Health and Welfare Benefit Language for Fiscal Year 2016-2017 and 2017-2018

~~Health and Welfare Benefit language regarding Kaiser, PPO Lite, and PPO Traditional from the 2012-2015 Contract shall remain unchanged through 2016-2017 and 2017-2018.~~

3. 4. SUBSECTIONS A(5), "FACULTY LOAD POLICIES FOR THE PERALTA COLLEGES" AND A(7)(g) "PART TIME OFFICE HOURS" OF ARTICLE 18, "HOURS,

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WORKLOAD, CLASS SIZE,” of the 2016-2019 CBA between the District and Union, will be amended as follows:

A. Faculty Assignments

5. Faculty load policies for the Peralta Colleges are the following:

- a. All lectures including English composition shall be equated at 1.00.
- b. CO-OP Education: 125 students

Any CO-OP education workload in excess of 125 students shall be treated as extra service. The extra service equated load is determined as follows:
 $\{\text{Number of Students} - 125\}/125$.

Example:

Assume a workload of 150 students for one semester.
 $150 - 125 = 25/125 = .2$ equated load.

If the Title 5 Regulations affecting the workload for CO-OP education are changed, either party may reopen negotiations on this item.

- c. All labs shall be equated at 0.80.
- ~~d. All non-instructional assignments shall be equated at 0.50.~~
- ~~e.d. All full-time counseling assignments shall be equated at 0.50.~~
- ~~f.e. All full-time librarian assignments shall be equated at 0.50.~~
- f. All part-time counseling, librarian, nursing, and mental health specialist assignments shall be equated at 0.58.
- g. All other non-instructional assignments shall be equated at 0.50.

7. Part-time office hours

- g. Part-Time Faculty. Eligibility to Participate in the Paid Office Hours Program for Part-Time Faculty During Regular Semesters and for All Faculty During Summer and Intersession:

~~Effective Fall 2017, part-time instructional faculty will be compensated for office hours at their non-instructional rate for full-semester classes. This program is in effect during the regular academic year only. It excludes summer session and intersession.~~

~~Eligibility to participate in the program shall be based on the following instructional assignment formula:~~

The following assignment formula shall be used to pay for part-time office hours during regular semesters and office hours for all instructional faculty during summer and intersession.

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<u>INSTRUCTIONAL LOAD</u>	<u>PAID OFFICE HOURS</u>
0-2.99 equated hours	0
3-5.99 equated hours	1
6-8.99 or more equated hours	2
9 or more equated hours	3

The parties will continue to discuss paid office hour program during 2017-2018 for implementation in Fiscal Year 2018-2019.

5. APPENDIX 14 will be amended as follows:

A14. Benefits Summaries

SISC Anthem PPO Plan

<u>MEDICAL PLAN BENEFITS</u>	<u>PFT ANTHEM (SISC) PPO PLAN</u>	
	<u>In Network</u>	<u>Out-of-Network</u>
-		
<u>Calendar Year Deductible</u> <u>Individual/Family</u> <u>Embedded/Aggregate</u>	<u>None (N/A)</u>	
<u>Annual Out of Pocket Maximum</u> <u>Individual/Family</u> <u>Embedded/Aggregate</u>	<u>\$1000/\$3000</u> <u>Embedded</u>	<u>No Limit</u> <u>Embedded</u>
-	-	-
<u>Physician Office Visit</u>	<u>\$10 copay; copay waived</u> <u>for visits 1-3 in a benefit</u> <u>period</u>	<u>Member pays difference</u> <u>between max allowed</u> <u>and actual charges</u>
<u>Specialist Copay</u>	<u>\$10 copay</u>	<u>Member pays difference</u> <u>between max allowed</u> <u>and actual charges</u>
<u>Preventative Care</u>	<u>No charge</u>	<u>Not covered</u>
<u>Lab and X-Ray</u> <u>CT, MRI, PET Scans</u> <u>Other lab and x-ray tests</u>	<u>No charge</u> <u>No charge</u>	<u>All billed amounts</u> <u>exceeding \$600 per day</u> <u>All billed amounts</u> <u>exceeding \$350 per day</u>
<u>Hospitalization</u> <u>Inpatient</u>	<u>No charge</u>	<u>Member pays all billed</u> <u>amounts exceeding \$800</u>
<u>Outpatient</u>	<u>No charge</u>	<u>Not covered</u>
<u>Emergency Room</u>	<u>\$100 copay</u> <u>(Waived if admitted)</u>	

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<u>Urgent Care Services</u>	<u>\$10 copay</u>	<u>Member pays difference between max allowed and actual charges</u>
<u>Durable Medical Equipment</u>	<u>No charge</u>	<u>Not covered</u>
<u>PRESCRIPTION DRUGS</u>	<u>Generic/Brand</u>	
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>\$1500/\$2500</u>	
<u>Retail - 30 day supply</u>	<u>\$5/\$20</u>	
	<u>At a network pharmacy provider</u>	
<u>Mail Order - 90 day supply</u>	<u>\$0/\$50</u> <u>(Costco Mail Order)</u>	

Kaiser HMO Plan

<u>MEDICAL PLAN BENEFITS</u>	<u>PFT KAISER HMO PLAN</u>
-	<u>In Network Only</u>
<u>Calendar Year Deductible Individual/Family Embedded/Aggregate</u>	<u>None</u>
<u>Annual Out of Pocket Maximum Individual/Family Embedded/Aggregate</u>	<u>\$1500/\$3000</u> <u>Embedded</u>
-	-
<u>Physician Office Visit</u>	<u>\$10 copay</u>
<u>Specialist Copay</u>	<u>\$10 copay</u>
<u>Preventative Care</u>	<u>No charge</u>
<u>Lab and X-Ray</u>	
<u>CT, MRI, PET Scans</u>	<u>No charge</u>
<u>Other lab and x-ray tests</u>	<u>No charge</u>
<u>Hospitalization</u>	
<u>Inpatient</u>	<u>No charge</u>
<u>Outpatient</u>	<u>\$10 per procedure</u>
<u>Emergency Room</u>	<u>\$100 copay</u> <u>(Waived if admitted)</u>
<u>Urgent Care Services</u>	<u>\$10 copay</u>
<u>Durable Medical Equipment</u>	<u>No charge</u>
<u>Chiropractic Care</u>	<u>\$10 Copay</u> <u>30 visits combined</u>
<u>VISION</u>	-

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<u>Copay (Vision Correction)</u>	<u>No charge</u>
<u>Copay (Injury/Disease)</u>	<u>\$10</u>
<u>Allowance</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 or 12</u>
<u>PRESCRIPTION DRUGS</u>	<u>Generic/Brand</u>
<u>Rx Copay Out-of-Pocket</u>	<u>Combined with medical</u>
<u>Maximum</u>	<u>\$10/\$10</u>
<u>Retail - 100 day supply</u>	<u>\$10/\$10</u>
<u>Mail Order - up to 100 day supply</u>	<u>(Costco Mail Order)</u>

Medicare Advantage Plan

<u>MEDICAL BENEFITS</u>	<u>ANTHEM MEDICARE ADVANTAGE</u>
	<u>Medicare Provider</u>
<u>Lifetime Max</u>	<u>None</u>
<u>Out-of-Pocket Maximum</u>	<u>\$0</u>
<u>Deductible</u>	<u>None</u>
<u>Hospital</u>	<u>\$0</u>
<u>Dr. Office Visits</u>	<u>\$0</u>
<u>Preventative Care</u>	<u>\$0</u>
<u>Emergency Room</u>	<u>\$0 Copay</u>
<u>Chiropractic</u>	<u>\$0</u>
<u>Vision</u>	<u>\$100 material allowance every 24 months</u>
<u>Hearing Aids</u>	<u>\$500 allowance every 12 months (both ears)</u>
<u>RX</u>	<u>RETAIL/MAIL</u>
<u>Generic</u>	<u>\$1/\$1</u>
<u>Preferred Brand</u>	<u>\$1/\$1</u>
<u>Non-Preferred Brand</u>	<u>\$1/\$1</u>

CORESOURCE / BLUE CROSS / MEDCO / SPECTERA

1. ~~A basic summary of the current medical plan is as follows:~~

~~Benefits Summary: Preferred Provider Plan—CoreSource/Blue Cross~~

~~What is a pre-existing condition limitation?~~

~~A pre-existing condition is an illness or injury which existed within six (6) months before the enrollment date for coverage under the plan. An illness or injury is considered to have existed~~

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~~when the person 1) sought or received professional advice for that illness or injury, or 2) received medical care or treatment for that illness or injury, or 3) received medical supplies, drugs, or medicines for that illness or injury.~~

~~Benefits will be provided for pre-existing conditions after the completion of a period of six (6) months [eighteen (18) months for late enrollees] from the covered person's enrollment date for coverage under the plan. The pre-existing condition limitation shall not apply to a child born to or placed for adoption or to pregnancy under any circumstances.~~

~~New / Current Employees: New employees (or a current employee who is transferring health care coverage to the CoreSource plan) with prior coverage must be issued a Certificate of Creditable Coverage under federal law. If there are less than 63 days from the last date of prior coverage all or part of the pre-existing condition limitation provision may be satisfied.~~

~~New employees (or current employees who transfer health care coverage to the CoreSource plan) should file any such Certificates with the District's Benefits Office.~~

DELETE BENEFITS SUMMARY CHART

~~This document is for illustrative purposes only. For a complete listing of benefits, limitations and/or exclusions, refer to the CoreSource Summary Plan Description. CoreSource Customer Service #: (866) 280-4120 Blue Cross Network #: (866) 280-4120 or www.bluecrossca.com for CA residents or (800) 810-BLUE or bluecares.com for non-California residents Medco (Pharmacy) Customer Service #: (800) 818-6635 or www.medcohealth.com Spectera Customer Service #: (800) 638-3120 Spectera Contracted Provider Listing: www.spectera.com~~

~~2. The benefits summary above is not in any way meant to lower or limit the following rights or coverages:~~

~~F. Comparison of Health Plans — Blue Cross, CoreSource, and Kaiser~~

~~DELETE CHART~~

~~Plan amendments will be introduced by the plan sponsor, Peralta Community College District, as necessary to maintain consistency in the application of plan benefits.~~

2. The benefits summary above is not in any way meant to lower or limit the following rights or coverages:

A. Out-of-State Retirees

Retirees under age 65 not covered by Medicare who move out of the state will be eligible to participate in one of the District's group health insurance plans as long as the retiree advises the District of the address change. Claims payment calculations and methods will be governed by the plan documents for the various plan offered to the District.

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Retirees enrolled in Medicare who move out of the state of California will be eligible for coverage under the Anthem group Medicare Advantage plan. Retirees with spouses or dependents under 65 will remain on the SISC plan until all family members are covered by Medicare (or age out of the plan).

~~Covered expenses for retired members who move out of the will not be compromised as long as retiree advises the District of the address change for timely alignment with the Blue Cross network. Plan deductibles will apply. Benefits are based on the usual & customary charges schedule for the area of residence.~~

B. Referral

If there is not a participating provider within a 50-mile radius of the member's residence, a member can request an authorized referral to a non-participating provider. If the referral request is approved, the physician will be reimbursed at 100%, after deductible and co-pay, of the usual & customary charges network rate.

B. Emergency ~~(See chart)~~

Covered expenses for claims incurred due to an emergency as determined by the diagnostic code that the provider applies will be paid as defined in the applicable plan documents. The definition of emergency is also as defined in the applicable plan documents.

The District agrees to pay 100% of uncovered emergency costs after the co-pay including the actual cost of an ambulance if needed.

In the event that the provider determines the event was not an emergency and was related to placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part, then the insured has the right to appeal.

~~Covered expenses for claims incurred due to an emergency (as defined by CoreSource) will be paid at 100%, after \$35 copay, (deductible is waived). The definition of an emergency in the Summary Plan Document certificate is: An accidental injury, or the sudden onset of an illness where the symptoms are of such severity that the absence of immediate medical attention could reasonably result in:~~

- ~~1. Placing the covered person's life in jeopardy, or~~
- ~~2. Causing other serious medical consequences, or~~
- ~~3. Causing serious impairment to bodily functions, or APPENDIX A14-30~~
- ~~4. Causing serious dysfunction of any bodily organ or part.~~
- ~~5. Causing a covered person to seek medical attention because of the perception that he or she would have suffered grave consequences had medical attention not been sought.~~

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In addition, PCCD and the PFT have agreed to add the following definition: Medical Emergency "A condition, illness or injury is considered a medical emergency when there are symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily functions. In the event that CoreSource/BlueCross initially determines that the condition was not an emergency, the insured is entitled to request reconsideration. The doctor needs to submit additional information and request that the claim be reviewed. If subsequent to the review the claim is paid at the non-emergency rate, the insured can appeal by going to Binding Arbitration or small claims court, as outlined in below.

C. Binding Arbitration Appeal Procedure

Any dispute or claim may be brought using the appeal process described in the applicable plan documents for each plan. In the event that the appeal is unsuccessful, the insured can appeal by going to small claims court., of whatever nature, arising out of, in connection with, or in relation to this Plan or breach thereof, or relation to care or delivery of care, including any claim based on contract, tort or status, must be resolved by arbitration, if the amount sought exceeds, the jurisdictional limit of the small claims court regarding a claim for damages within the jurisdictional limits of small claims court will be resolved in such court. The arbitration is begun by the covered person making written demand on the plan administrator, Peralta. The American Arbitration according to its commercial rules of arbitration will conduct the arbitration. The arbitration shall be held in the State of California. The arbitration findings will be final and binding except to the extent that California or Federal law provides for the judicial review of arbitration proceedings.

D. Clerical Error

No clerical error on the part of the employer or claims processor shall operate to defeat any of the rights, privileges, services or benefits of any employee or any dependent(s) hereunder.

E. Transition to SISC plans

- In the event that a covered person was receiving services from a provider of service that is not in the preferred provider network on the date in which the preferred provider network was integrated into this Plan, then the charges resulting from services rendered by that provider will be deemed as having rendered by a preferred provider until the earlier of; the date treatment is concluded (or diagnosis changes) or the end of one month from the date of network integration or change.
- If a covered person is receiving services for maternity care from a network provider that is not in the preferred provider network on the date that the network was integrated in this Plan, the charges resulting from services rendered by that provider will be deemed as having been rendered by a preferred provider until the date treatment is concluded.

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6. APPENDIX 27 will be amended as follows:

~~A27. LETTER OF AGREEMENT ON SALARY.~~

~~MEDICAL AND DENTAL BENEFITS~~

~~FOR 2014-15 AND 2015-16~~

The Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following:

~~1. Effective July 1, 2014, the District shall provide an ongoing three percent (3%) increase in salaries for PFT contract and part-time faculty as follows:~~

~~a. 3% will be added to the contract salary schedule~~

~~b. 1.85% will be added to all part-time and extra service salary schedules~~

~~• "no outside job" schedule (old 75%)~~

~~• "outside job" schedule (old 60%)~~

~~• extra service schedule~~

~~e. All remaining funds (up to the 3% PFT total), will be used to fill steps in the "no outside job" schedule (old 75%). PFT will work with the VC of Finance to allocate available post-COLA monies on the "no outside job" 25-step part-time salary schedule to help bring each step closer to true 75% pro-rata relative to the full-time schedule.~~

~~2. Effective July 1, 2015, the District shall provide an ongoing three percent (3%) increase in salaries for PFT contract and part-time faculty as follows:~~

~~a. 3% will be added to the contract salary schedule~~

~~b. 1.58% will be added to all part-time and extra service salary schedules~~

~~• "no outside job" schedule (old 75%)~~

~~• "outside job" schedule (old 60%)~~

~~• extra service schedule~~

~~e. All remaining funds (up to the 3% PFT total), will be used to fill steps in the "no outside job" schedule (old 75%). PFT will work with the VC of Finance to allocate available post-COLA monies on the "no outside job" 25-step part-time salary schedule to help bring each step closer to true 75% pro-rata relative to the full-time schedule.~~

~~3. Medical Benefit language (regarding Kaiser, PPO lite and PPO traditional) from the 2012-15 contract shall remain unchanged through 2015-16.~~

~~4]. Delta Dental~~

~~a. Since 2012-13, the PFT has contributed \$291,000 per year (adjusted by COLA and salary increases) to keep the District's maximum contribution for dental at the United Healthcare (UHC) Dental family rate, as provided in the 2012-2015 agreement, in the section entitled "Dental Plans." PFT will continue to contribute this amount in the form of an offset.~~

~~b. For 2014-15, that difference is projected to be \$240,040.92 (which is less than \$291,000)~~

~~c. For 2015-16, that difference is projected to be \$251,125.92 (which is less than \$291,000)~~

~~d. The PFT will work with PCCD to apply these differences to cover future increases in PFT Delta Dental contributions.~~

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This side letter is subject to ratification by the bargaining unit and approval by the District Board of Trustees.

SO AGREED:

For the District:



September 21, 2022

Date: _____

For the Union:



Date: _____

For Peralta Community College District:



Ronald McKinley (Oct 6, 2022 14:24 EDT)

Dr. Ronald McKinley, Interim Vice
Chancellor of HR & Employee
Relations

Date: 10/06/2022



Jannett Jackson (Oct 11, 2022 13:56 CDT)

Jannett N. Jackson, PhD, Interim
Chancellor

Date: 10/11/2022

PCC District PFT Side Letter Article 21, 22, Appendix 14, 27 Salary, Health 9.21.22 v4 Signed- approved by the Board 09-27-22

Final Audit Report

2022-10-11

Created:	2022-10-06
By:	Socorro Taylor (staylor_esig@peralta.edu)
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"PCC District PFT Side Letter Article 21, 22, Appendix 14, 27 Salary, Health 9.21.22 v4 Signed- approved by the Board 09-27-22" History

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