

**TENTATIVE AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT
AND
IUOE Local 39
July 1, 2012 – June 30, 2015**

The Peralta Community College District ("District") and the IUOE Local 39 have met in good faith and hereby agree to the following:

Article 24: 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) will have an employee monthly contribution as follows:

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

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.

For the period July 1, 2012, through June 30, 2013, the rates for the PPO Traditional plan will be as follows:

	<u>Employee Cost</u>
a. Single	\$44.19/month
b. Two-party	\$111.68/month
c. Three-party (family)	\$167.79/month

***The District self-funded medical plan currently administered by CoreSource.**

Mandated Enrollment in Medicare Parts A & B

Retired Union members, upon reaching age 65, shall enroll in Medicare Parts A & B in order to maintain medical benefits. Non-election in Medicare Parts A & B shall be cause to terminate the retiree's and eligible dependents' District-paid health benefits upon 30 days' notice from the District. The amended Medicare enrollment language will be a part of the contract clean-up language.

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 IUOE Local 39 members shall pay the cost for Delta Dental through a combination of:

- a. Increase in medical doctor's office visits from \$10 to \$15; and,
- b. Increase in prescription drug co-pays from \$15 to \$20 on brand names and generics shall remain at \$10 per prescription drug. The maximum co-pay would be \$20 to \$30 based on the type of prescription and the delivery of prescription (mail order vs. retail); and,

The savings from this increase in co-pays, and prescriptions, will be used to offset the employee cost to the Delta Dental, resulting in zero out-of-pocket premium expenses for the period July 1, 2012, through June 30, 2013.

Cash-in-Lieu /Opt-Out Option (Medical and Dental 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. Employees may elect to waive coverage under the following conditions: an employee who elects the waiver shall be required to certify coverage in another non-District group health and/or dental insurance plan. Employee will receive a monthly amount of \$225 for medical; flat amount (this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off 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, employee

and all eligible dependents (if applicable) must waive off 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 mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined; and
- Continues into retirement until the attainment of Medicare eligibility.

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

Provide District 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 into a benefit-eligible position, open enrollment or a qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996 (see below).

Qualifying events: Marriage, 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 plans lifetime maximum on all benefits.

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

Retiree Medical

The District self-funded medical plan is currently administered by CoreSource. 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 retiree, based on Medicare eligibility.

Retirees who elect the PPO Lite Plan

- Year 1: Status quo for people who retire AND move out of California.
- Year 2 & 3: Revisit out-of-state networks
The parties will examine the adequacy of the network of out-of-state providers of the PPO Lite plan for retirees who move out-of-state after 7-1-13.

Me-too Clause

If during the life of this Agreement, the District agrees to provide a higher amount to another employee group for cash-in-lieu of, upon finalization of such an agreement, the District shall provide members IUOE Local 39 the same amount paid to other employee groups for opting-out.

Re-Openers

For anticipated medical and dental rate increases for the second and third year of the (2013-2014 and 2014-2015), any increase or decrease in funding from the State such as cost of living and growth monies, either party may re-open negotiations regarding the allocation of these funds.

The Union and the District will re-open negotiations for up to three (3) non-economic articles.

21.1 Transfer Requests

Vacancies shall be filled subject to the following provisions:

- a. Before the District considers utilizing an external applicant pool for custodial vacancies, a position announcement will first be advertised internally throughout the District to provide an opportunity for current permanent custodians to apply. The position announcement will be advertised for the period of five (5) working days and the District Transfer Request Form must be submitted by the deadline date indicated on the announcement. Applicants for transfer shall be given consideration and granted an interview with the Hiring Manager prior to consideration of external applicants. The Hiring Manager's decision shall not be subject to the grievance procedure.
- b. A bargaining unit employee may request a lateral transfer from one position to another in the same classification at a different employment site when a position becomes available. The District shall consider the transfer requests of permanent unit employee(s), if a request is submitted during the announcement period of a vacant position using the application method prescribed for all other applicants.
- c. If more than one (1) permanent bargaining unit employee request lateral transfer, the District shall give consideration to district-wide seniority.

21.2 Temporary Transfers

- a. For the term of this Agreement, the transfer of employees in custodial classifications from one (1) work location to other work sites on a temporary basis may be initiated by the District management at any time such transfer is judged to be in the best interest of the District but shall not exceed 45 working days within any fiscal year. The 45 days of transfer shall be in inverse rotating seniority order.
- b. Mileage at the rate stipulated in this Agreement shall be paid to transferred employees in an amount equal to the increased distance only, from the employees home to the site to which they are transferred or the District shall furnish transportation.

21.3 Involuntary Transfers

If due to service requirements the District finds it necessary to transfer a bargaining unit employee, the District shall first seek volunteers in the appropriate classifications. If there are no volunteers, the transfer may be made by selecting employees in inverse order of seniority among employees competent to perform in the assignment.

Article 34: Length of Agreement

This agreement shall become effective July 1, 2012 and shall continue in effect until June 30, 2015 and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

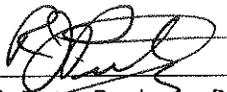
Article 10: Filling of Vacancies

- 1. Chief Engineer – The District will make every reasonable effort and depending on budgetary constraints to fill the current vacant position of Chief Engineer. However, it is understood that the decision to fill positions and determine staffing levels is the sole discretion of the District. The District will make every reasonable effort to have the position filled on an on-going basis.
- 2. The Filling of Vacant Positions Authorized by the Chancellor to Recruit and Fill – The District will make every reasonable effort to fill and complete the hiring process in a timely manner regarding those vacant positions that have been authorized by the Chancellor to fill.

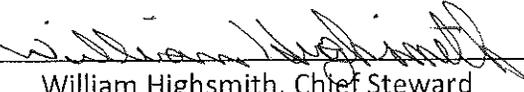
By: Trudy Largent
Trudy Largent, J.D.

Date: 3/14/12

Vice Chancellor for Human Resources & Employee Relations
Peralta Community College District

By: 
Richard J. Putz, Business Representative
IUOE Local 39

Date: 3/14/12

By: 
William Highsmith, Chief Steward
IUOE Local 39

Date: 3-14-12

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3-14-12

Side Letter of Agreement between
Peralta Community College District and IUOE Local 39 Permanent Employees
June 4, 2012 through August 10, 2012

The Peralta Community College District ("District") and the IUOE Local 39 hereinafter (Union), hereby agree to a Side Letter of Agreement for the 4/10 Summer Work Schedule.

Union agrees to work the 4/10 Summer Work Schedule for the 2012-2013 year for the period beginning June 4, 2012 and ending August 10, 2012.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District facilities and operations will be closed on Fridays, Saturdays, and Sundays commencing June 4, 2012 through August 10, 2012.
2. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, August 13, 2012. Future proposals for a 4/10 summer Work Schedule are subject to negotiation between the District and IUOE Local 39.
3. The 4/10 Summer Work Schedule will be a four-day work week, Monday through Thursday.
4. The District will implement the Summer Work Schedule uniformly at all District locations and facilities.
5. Local 39 employees may utilize vacation hours, excess or otherwise, by working a 4/8 schedule during the summer.
6. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration, all indoor district facilities including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
7. Local 39 employees who do not have excess accrued vacation hours will have the following options:
 - Work 10 hours per day, Monday through Thursday.
 - Work 8 hours per day, Monday through Thursday, and take 8 hours vacation per week.
 - Work 8 hours per day, Monday through Thursday, and take 8 hours without pay per week.
 - Work 8 hours and take 2 hours vacation on any day, Monday through Thursday.
 - Work 8 hours and take 2 hours without pay on any day, Monday through Thursday.
8. Local 39 employees may choose from the following options for a work schedule during the Summer Work Schedule:
 - Option 1 – work 7:00 am. to 5:00 p.m.

- Option 2 – work 6:00 a.m. to 4:00 p.m.
- Option 3 – by mutual agreement with supervisor, hours may be set in accordance with division/site requirements for a 10-hour shift, Monday through Thursday.
- Option 4 – Swing shift will add 2 hours at the end of their shift.
- All shifts have the option of 8 hours vacation or leave without pay per week during the summer work schedule.

9. A modification of Article 12, Hours of Work. During the period of the Summer Work Schedule, overtime shall apply for work in excess of either 10 hours/day or 40 hours in the week.

The Summer Work Schedule for the 2012-2013 year agreed upon between the parties shall cease on August 13, 2012.

For Peralta Community College District:

By: _____

Wise E. Allen, Chancellor
Peralta Community College District

Date: _____

By: Trudy Largent

Trudy Largent, J.D.
Vice Chancellor for Human Resources & Employee Relations
Peralta Community College District

Date: 3/14/2012

For IUOE Local 39:

By: Richard J. Putz

Richard J. Putz, Business Representative
IUOE Local 39

Date: 3/14/12

By: William Highsmith

William Highsmith, Chief Steward
IUOE Local 39

Date: 3/14/12