THE PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

Permanent Employees Contract
Tentative Agreement
For the period July 1, 2012 through June 30, 2015

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 11: Health & Welfare Benefits

The District shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, prescription drugs, 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 (with no out-of-network coverage). The employee will have a monthly contribution of:

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

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

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

Dental Plans

Individual unit members (employees) 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 for the duration of this agreement. The SEIU Local 1021 members shall pay the cost for Delta Dental as follows:

a. During 2012-2013 and 2013-2014 fiscal years, employees shall contribute up to four (4) furlough days per year that will be taken by Union members as follows: October 2012, February 2013, April 2013 and June 2013. For the 2013-2014 fiscal year, the months will remain the same.

b. During the 2013-2014, the parties agree to review the cost of Delta Dental for 2014-2015, and will negotiate costs with the understanding that any cost over the District's maximum contribution for United Healthcare Dental will be borne by the employee.

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. 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

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- 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 will be provided):

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, 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, 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.

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 SEIU Local 1021 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 contract (2013-2014 and 2014-2015), any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local 1021 agree to 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.

Retiree Medical Benefits

Retiree Medical (retirements after July 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.

Example for Fiscal Year 2012-13*

PPO Traditional Monthly Cost @ Family Rate –	PPO Lite Monthly Cost @ Family Rate =	Cost to Retiree per month
($2,370.00)	($2,142.00)	($228.00)

*This is for illustration purposes only

Retirees and eligible dependents who move out-of-state (applies to retirements after July 1, 2012)
Year 1 (2012-2013): Status quo (current) coverage for eligible dependents or people who retire AND move out of California.
Year 2 (2013-2014) and Year 3 (2014-2015): Revisit out-of-state networks. PCCD and SEIU Local 1021 shall work together to make every reasonable effort to provide out-of-state retirees a network similar to the California Anthem BlueCross network, beginning in Year 2.

Mandated Enrollment in Medicare Parts A and B
Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2004 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. 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.

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

1. The retiree is provided at least two notices via regular and certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
2. The notice shall be written in plain language.
3. The SEIU Local 1021 will 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 SEIU Local 1021.
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 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 SEIU Local 1021 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 and 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.

Hold SEIU Local 1021 harmless in case of retiree lawsuit

Should 1) the requirement to enroll in Medicare; 2) the termination of any unit member who retires after July 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 July 1, 2012 retirees without premiums, be challenged in any forum, and if the SEIU Local 1021 is named as a party, the District hereby agrees to defend, hold harmless and indemnify SEIU Local 1021, its officers, agents, representatives and affiliates for an 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.

Article 30.3: 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.

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For Peralta Community College District:

By: _____ Date: 3/27/12
Wise E. Allen, Chancellor

By: _____ Date: 3/26/12
Trudy Largent, J.D., Vice Chancellor
Human Resources & Employee Relations

For SEIU, Local 1021:

By: _____ Date: MARCH 26, 2012
Nely Obligacion, Chief Negotiator

By: _____ Date: 3/26/12
Matthew Lanza, Field Representative

By: _____ Date: 3-26-12
Abigail Brewer, Peralta Chapter President, SEIU