Tentative Agreement
Between the Peralta Community College District and the Peralta Federation of Teachers
Re-openers for the 2012-2015 Successor Agreement

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

F. New Special Assignments

The process for the development of other new special assignments not already set forth elsewhere in the Contract, Appendix or Board Policy (such as Senate and Curriculum Committee assignments), including the process for determining the amount of any stipend and/or release time and the duration of any such special assignment, shall be as follows:

1. The development of the special assignment and the determination of the stipend and/or release time shall be at the sole discretion of the College President or Vice Chancellor for Educational Services. The placement of any faculty member in any such special assignment shall be by mutual agreement between the faculty member and either the District administration or College President or designee. Any such special assignments created pursuant to this Article may include both ZZOIS ("other assigned time") assignments and specific work done by faculty in return for a set monetary stipend.

2. The College President or the Vice Chancellor for Educational Services, may at his or her discretion, and with the mutual consent of the selected faculty member, chose a faculty member to serve in a new special assignment under this Article for a period of two consecutive academic years or less, without following the notification process set forth in Article 14.F.3.

3. For new special assignments under this Article, except as provided by Article 14.F.2, the College President, Vice President, or Vice Chancellor for Educational Services (if a District Office assignment) shall notify College faculty of the availability of the assignment via a general email at least ten (10) working days before a final selection is made. The notification and selection process may take place during the semester prior to the start of the new assignment or during summer session, but shall not take place during intersession or during a period when the College is not in session.

4. The email announcement set forth in Article 14.F.3 shall include:

    a. Notice that faculty are required to submit a "Statement of Interest" via email to the President and/or the appropriate Vice President or Vice Chancellor.

b. The length of the assignment, including a starting and ending date.

c. The amount of release time and/or stipend for the assignment.

d. Notice whether the assignment is "ancillary," as defined pursuant to Education Code 87482.5 subsection (c)(i), or counted towards load for part-time faculty.

e. The required and/or desired skills for the assignment.

f. A description or summary of the responsibilities of the assignment.

g. Notice of the selection process for the assignment, which shall be defined as the President or Vice Chancellor for Educational Services reviewing the submitted Statements of Interest and making a decision.

h. Notice of whether or not the President or the appropriate Vice President or Vice Chancellor is planning to conduct interviews for the assignment, which shall be at their sole discretion.

i. The assessment process for the assignment following the conclusion of the assignment.

j. Notice that the President or Vice Chancellor for Educational Services has the right, at his or her discretion, not to continue the faculty member in the special assignment after the posted ending date, and that this decision shall not be subject to the grievance procedure.

5. When a faculty member is chosen for a special assignment, the member shall be notified via email within five (5) working days after the selection is made. The email shall include the complete announcement (#4 above). A copy of the email shall be sent to the PFT President.

6. The District choice of faculty member for an assignment under Article 14 F shall not be subject to the grievance procedure, but any allegation that the District failed to follow the process outlined above shall be subject to the grievance procedure.

Article 18 (Hours, Workload, Class Size) – Counselors and Coordinators, Section FI:

2. The college president or designee (normally, and hereafter, "the Vice President/Dean of Student Services") will make a preliminary determination of the number of eleventh-month contracts and the number of days of such contracts, if any, for each college by the third Friday of April, if possible. The college Vice President/Dean of Student Services will consult with the counseling department at

each site before arriving at a final number for each college. The extent to which the college Vice President/Dean of Student Services will confer eleventh-month contracts at each college, including the number of days, if any, for such contracts, will depend on the extent of funding and the district and college's assessment of its fiscal condition, and is not grievable. To be compensated for such additional days, each counselor shall actually provide counseling to students during such days unless assigned otherwise by the Dean/Vice President in writing.

In addition, the District will seek volunteers willing to rearrange their schedules by working during days outside the 175 academic calendar days and substituting days off during the 175-day academic calendar. The college Vice President/Dean of Student Services and volunteer will reach agreement about the days to be worked outside the academic calendar year and the substituted days off. If the college determines that the need exists and that funding is available, it shall schedule an hourly counselor to substitute for a volunteer who rearranged his or her schedule.

Article 18 (Fee-based Instructors) - Proposed New Language

PFT withdrew this proposal.

Article 19 (Grievance Procedure) - Added Language:

STEP 1:

c. Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the College President to the grievant and PFT.

STEP 2:

a. Within ten (10) working days after receipt of the written decision of the College President, the grievant may forward a copy of the Faculty Grievance Form to the Vice Chancellor for Human Resources and Employee Relations for further review, if he/she is not satisfied with the College President's decision.

b. Within ten (10) working days of receipt of the request for further review, a conference including the grievant, the PFT representative, if any, the College President or designee, and the Vice Chancellor for Human Resources and Employee Relations shall be held.

c. Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the Vice Chancellor for Human Resources and Employee Relations to the grievant and the PFT.

STEP 3 (New):

a. If the grievant is not satisfied with the results of his/her grievance at Step 2, he/she may continue to Step 3. The grievant shall fill out and file Step 3 of the Grievance Form with the Chancellor or his or her designee within ten (10) days of the written response by College President.

b. Within ten (10) working days of receipt of the request for further review, a conference, which includes the grievant, the PFT representative, if any, the College President or designee, and the Chancellor or his or her designee, shall be held.

c. Within ten (10) working days of the conference, a written decision including appropriate reasons shall be rendered by the Chancellor or his/her designee to the grievant, PFT and College President or appropriate District Vice Chancellor.

STEP 4 Existing language currently in CBA under STEP 3:

Article 21 (Salary) - Salary Increases - Full-time and Part-time Faculty Salary Schedule:

1. Effective July 1, 2013, and for the duration of the 2013-14 fiscal year, the District shall provide a four percent (4%) increase in salaries for PFT contract and part-time faculty, equating to $1,814,292. Of the four percent, three percent (3%) shall be funded with ongoing revenues and one percent 1% shall be funded with one-time funds.

2. Effective July 1, 2014, a one percent (1%) reduction shall be applied to all faculty salary schedules to offset the 1% one-time only funded augmentations noted in #1 above.

3. Based on the average of actual expenses on salary for the last two (2) years, 64% of the $1,814,292 salary increase ($1,161,146) shall go to contract faculty and 36% ($653,145) of the increase shall go to part-time faculty, which represents PFT's "share" of the District's available resources.

   a. For contract faculty, the $1,161,146 shall be distributed as follows:

      - 3.65% across-the-board increase on the contract salary schedule, effective July 1, 2013.

      - No rate change to the 2012-13 salary schedule for contract faculty's extra service (this becomes the new "extra service" salary schedule).

      - No sabbaticals for fall 2013.

- Regular contractual sabbatical allocation for spring 2014 per Article 26.R.7, equating to 1.5 FTEF for Spring 2014.

- Full funding of Staff Development for 2013-14.

Contractual deadlines in Article 26.R may be extended by college Staff Development Committees to allow awarding of Spring 2014 sabbaticals, as long as final decision is made by November 15, 2013, for the provision of Spring 2014 sabbaticals.

b. For part-time faculty, the $653,145 shall be distributed as follows:

- A 1.57% across-the-board increase for steps 1-7 of:

  The new "Part-time temporary faculty employees without full-time employment of any kind 25-step salary schedule" (formerly the 75% pro-rata schedule per Article 21.D.3), effective July 1, 2013; and

  The new "Part-time temporary faculty employees with full-time employment of any kind 25-step salary schedule" (formerly the 60% pro-rata schedule per Article 21.D.2), effective July 1, 2013.

- Placement of all part-time faculty who are currently at step 7 (on either part-time schedule) to either the same or a higher step on one of the new 25 step schedules. Placement shall be based on the "25 step placement guidelines" (attached as Revised Appendix A10).

- Funding of steps 8-25 of both new 25-step part-time salary schedules after application of the 1.57% across-the-board increase to steps 1-7, such that the net cost to the District shall not exceed $653,145. That is, the final cost to the District for both the 1.57% across-the-board increase to steps 1-7 and the predicted cost of funding the new steps shall not exceed the total of $653,145 for 2013-14.

<u>Faculty Salary Schedules</u>:

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:

Full-time Faculty

1. Existing contract schedule for contract faculty (25 steps); and

2. Extra-service schedule for contract faculty (1 step).

Part-time Faculty

3. The new: "Part-time temporary faculty employees without full-time employment of any kind 25-step salary schedule." (Formerly the 75% pro-rata schedule per Article 21.D.3)*

4. The new: "Part-time temporary faculty employees with full-time employment of any kind 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.

Article 22 Section G, Health and Welfare Benefits – Amended Language:

Temporary, Part-time Faculty:

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 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 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)

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 dependents' coverage under this program.

7. Part-time faculty members who select this option must subscribe for membership no later than the 20th 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. 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:

    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:

        i. They have had approved leave in a category available to part-time faculty under article 26; or

        ii. Cancellation of classes due to low enrollment, budgetary reasons, program needs or reassignment of the class to a contract or regular faculty instructor.

Article 22 Section H, Health and Welfare Benefits – New Language

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.

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 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 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.

SO AGREED, OCTOBER 3, 2013

Mathew Goldstein,
President
Peralta Federation of Teachers

SO AGREED OCTOBER 3, 2013

José M. Ortiz,
Chancellor
Peralta Community College District

Rick Greenspan,
Chief Negotiator
Peralta Federation of Teachers

Trudy Largent 10/3/13

Trudy Largent,
Vice Chancellor, Human Resources
& Employee Relations

"25 Step" Placement Guidelines:

1. Any faculty member currently at step 6 or below on an existing salary schedule under Article 21.D.2 or Article 21.D.3 for the 2013-2014 fiscal year shall stay at that current step on the new "25 step" salary schedules, set forth above.

2. Any faculty member who advanced from step 6 to step 7 since the 2008-2009 fiscal year will have their step on the new schedule calculated using PeopleSoft records.

3. Any faculty member who has been on step 7 since 2008-2009, use either:

   A. IF THEY ARE NOT A PERALTA CONTRACT RETIREE:
      1. calculate average annual load since 08-09;
      2. project backwards to initial hire date; and
      3. assume they were hired at step 5.

   B. IF THEY ARE A PERALTA CONTRACT RETIREE:
      1. calculate average annual load since 08-09;
      2. project backwards to RETIREMENT date from contract position; and
      3. assume they were hired at step 7.

4. In either case, above, figure out not only their new step, but also how many equated hours they have on that new step towards the 30 equated hours they will need to move to the next step. This information will be available to all part-time faculty and PFT.

5. Part-time faculty members who disagree with their step placement by the district have 30 days from date of receipt of the email to appeal the decision in writing, with supporting documentation, to the Vice Chancellor of Human Resources and Employee Relations, who shall respond with a written explanation of the faculty member's placement within 15 working days, with a copy of the response to PFT. In the event additional time is needed by the Vice Chancellor of Human Resources and Employee Relations, the faculty member and PFT will be provided with the notification in writing.

6. The method to determine the cost of the new steps plus the across-the-board increase shall be as follows:

   A. The total for each faculty member's actual load for Fall 2013, plus their load for Summer 2013 and Spring 2013 shall equal the faculty member's projected load for 2013-2014.

   B. Determine if the faculty member is on 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) or "PT salary schedule (with other full-time non-Peralta

income) 25-step salary schedule" (formerly the 60% pro-rata schedule per Article 21.D.2).

C. Project a 1.57% increase for steps 1-7 on both part-time salary schedules.

D. The new hourly rates for step 8 and up will be determined by adding an equal amount to each new step, 8 to 25, such that the total cost of both the across-the-board increase and the new steps as applied to part-time faculty will be projected to equal $653,145 for 2013-2014.