



Ventura County Community College District

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DR. GREG GILLESPIE
CHANCELLOR

Negotiations Summary AFT/VCCCD – Tuesday, October 1, 2019

The Ventura County Community College District negotiating team consisting of Draza “Merv” Mrvichin, Leah, Alarcon, Laura Barroso, Cathy Bojorquez, Howard Davis, Jim Dembowski, and Damien Peña gathered at the District Administrative Center on Tuesday, October 1, 2019, prepared to negotiate with members of the AFT bargaining team. At approximately 9:48 a.m., AFT indicated their team was ready to meet. Members of AFT’s bargaining team included Dr. Steve Hall, Mary-Pat Huxley, Keith Johnson, Marnie Melendez, Leo Orange, Michael Sheetz, Angela Wilkins, and Rich Williams. The meeting began with VCCCD distributing updated CalPERS Plan coverage information as well as rationale for the District’s proposal.

At approximately 9:51 a.m., VCCCD presented a counterproposal to AFT’s Article 5 *Workload and Assignment* proposal. A brief discussion ensued and AFT asked clarifying questions regarding VCCCD’s proposed changes. Dr. Hall explained that AFT will review and discuss the counterproposal during their caucus and may have questions afterwards. Mr. Mrvichin explained that the District understands AFT’s desire to have proposals submitted in (revised) contract language. To that end, VCCCD submitted a proposal on Article 4 *Health and Welfare Benefits*. Mr. Mrvichin explained that Article 4 *Salary* is being finalized and will be forthcoming. He explained that it will be in full contract language and the salary schedules will be included in an Appendix to keep the contract a live document. AFT requested a caucus at 10:14 a.m. and convened at 10:48 a.m.

Upon reconvening, Dr. David El Fattal, Vice Chancellor of Business and Administrative Services, accompanied by Ms. Emily Day, Director of Fiscal Services, and Dr. Jennifer Clark, Budget Director, join the group to provide additional information related to AFT’s questioned submitted on September 3, 2019. Over the next approximate hour, Dr. El Fattal and his team provided detailed information on most of the questions presented by AFT. The teams broke for lunch at approximately 11:50 a.m. and reconvened after receiving notice from the AFT negotiation team at 1:51 p.m. that they were ready to resume.

At 1:57 p.m., Dr. Hall began the afternoon by indicating that AFT needed more time to review the information and articles provided by the District and had no additional items for the day.

The next scheduled meeting(s) will be Friday, October 18, 2019, and Friday, October 25, 2019; locations are to be determined. Negotiations concluded at 2:10 p.m.

**Summary was completed by members of the VCCCD negotiating team.*

CalPERS Information and Proposal Details

10/1/19 from
VCCCD
951 AM
40 AFT

Rationale for District Proposal: Medical benefits premiums for active and retired employees represent a necessary and considerable expense for the VCCCD. The District expense for medical/vision/dental benefits for active and eligible retired employees is approximately \$36M for this current year. This expense is growing rapidly and represents 20.5% of the unrestricted VCCCD general fund budget for FY 2019-20. Joint meetings of the AFT and SEIU benefits committees with management representatives evaluated numerous options to help address cost increases. CalPERS was identified as a only available pooled option provider with the potential to save millions of dollars each year in (\$12.4M estimate) in medical benefits premium costs. Other pooled providers will not consider working with the VCCCD due to the Medicare status of our retirees. With CalPERS, the VCCCD would be part of large pool which also has shown historically lower premium increases than the current direct purchase from Kaiser and Anthem.

The VCCCD recognizes that salary increases are important in order to recruit and retain quality employees. The VCCCD is proposing a move to CalPERS (which includes Kaiser and Anthem plan options) in order shift a significant amount of total compensation dollars from medical premiums to salary. The additional salary dollars increase take home pay and also increase the salary for pension calculations resulting in greater pension amounts at retirement.

The lower costs associated with CalPERS plus the documented slower rate of premium increases compared to the current plan and a reduced long term liability for post-retirement benefits will provide needed budget relief and resources for maintaining and increasing classes, sections, and support services for students along with employee compensation in the immediate and long-term. This is a necessary change to help mitigate the impact of increasing medical benefits costs and other fixed compensation costs on the ability of our three colleges to meet student and community educational needs.

1. The district proposal is to enter into an agreement with CalPERS to purchase medical benefits beginning July 1, 2020. (Note: negotiating a beginning date no later than January 1, 2021 is possible depending upon when the settlement process is completed).
2. The district proposal states that effective July 1, 2020, the district will contribute an amount towards the health benefit premium equal to the CalPERS PERS Choice premium amount for the term of this agreement and at the appropriate tier per employee based on single, 2-party, or family sign up status.

a. Cost Savings:

The composite rate renewals for the current Anthem plan are **\$2,129.24** per month per employee (active/retired) for the AFT and **\$1,848.07** for the ASCC plan. CalPERS rates are three-tiered. A composite rate for the CalPERS Anthem Choice Plan was calculated based on enrollments in the current Anthem plan resulting in a composite premium of **\$1,307.65**.

The composite rate renewals for the current Kaiser plans are **\$1,425.66** for the AFT and **\$1,345.16** for the ASCC plan. The estimated composite CalPERS Kaiser premium is **\$1,076.75**.

The District estimates a total savings of \$12.4M with a move to CalPERS per the conditions offered by the district. \$2M of the savings will be used to cover Medicare premiums and any penalties for Medicare eligible Tier I and Tier II retirees. CalPERS premiums increased for their next plan year beginning January 1, 2020 and Ventura was placed into a new region. The CalPERS rate increases cost an additional \$1.7 M. The actual rate increase for our current plans for the next sign up period are not yet available, but budget projections use the average of a 7.5% increase resulting in a \$2.4 M increase for the current plan. The new CalPERS rates are attached.

Medicare eligible Tier I and II retirees will be required to sign up for Medicare and will be covered by the appropriate Medicare Supplement Plan. All Medicare eligible costs are 100% covered by the Medicare/Supplement plan. The VCCCD will pay for the Medicare premium and any penalties and the Supplement Plan premium for the eligible retirees. These rates are significantly lower than the active employee plan and will result in additional savings and decrease the OPEB liability. Medicare ineligible Tier I retirees will be able to select from the CalPERS options available to the active employees with premiums covered for PERS Choice and the other options at the same or lower cost. We will work with the VCCCDRA to address differences in coverage and out of pocket maximum limits.

b. Plan Options:

CalPERS offers participants the options of three Anthem PPO plans (Choice, Select, Care) and eight HMO plans that include Kaiser. Employees will be able to select any plan, but would pay any premiums that exceed the covered plan (PERS Choice).

There are no significant differences in coverage between the current Kaiser plan and the CalPERS Kaiser plan. The CalPERS plan provides slightly better coverage.

There are differences in coverage between the current Anthem plan and the CalPERS Anthem PERS Choice plan. The main differences are an annual co-insurance out of pocket maximum increase of \$1,500, hospital coverage at 80%/20% rather than 100%, and an additional out of pocket maximum for deductibles and copays of \$2,900 for individuals and \$5,800 for family. Should a CalPERS Choice Plan covered employee max out on all out of pocket maximums, they would pay \$4,400 more as an individual and \$5,950 as a family than the current Anthem plan. (Details are available in the various documents attached.) Employees have the option to purchase other CalPERS options and consider Kaiser (covers all hospital costs). The District will also consider developing a pool to help mitigate the difference in out of pocket cost levels during a transition period.

Part-time employees will be able to purchase the CalPERS coverage options and the District will continue to contribute \$300,000 annually to assist part-time faculty with medical coverage.

All employees who meet to be determined vesting requirements will have the option to purchase retiree coverage from CalPERS. This does not occur with current plan coverages.

c. Contracts:

The District has requested Burnham to provide CalPERS contracts to begin review and preparation of details.

Note: The following are links to useful information regarding CalPERS healthcare benefits, joint benefits committee information, and information shared during negotiations.

<https://www.calfac.org/magazine-article/why-should-you-be-interested-calpers-healthcare-benefits>

<https://www.calpers.ca.gov/page/retirees/health-and-medicare/retiree-plans-and-rates>

<https://www.calpers.ca.gov/docs/forms-publications/medicare-enrollment-guide.pdf>

https://www11.anthem.com/ca/shared/f0/s0/t0/pw_g344006.pdf

https://my.kp.org/calpers/wp-content/uploads/sites/41/2018/08/2019-CalPERS-Kaiser-Permanente-Senior-Advantage-Evidence-of-Coverage_FINAL.pdf

<https://www.vcccd.edu/departments/human-resources/benefits/health-benefits-committee-meetings>

<https://www.vcccd.edu/departments/human-resources/ventura-county-federation-of-college-teachers-aft-local-1828-afl-cio>

10/1/19
from
VCCCD
9:51 AM
to
AFT

**VCCCD Proposal to AFT
Article 5 Workload and Assignment**

October 1, 2019

5.1 Administration of Assignment

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of each College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 Contract Teaching Assignments

5.2.A. The typical workload for all classroom teaching faculty members is an average of 40 hours per week and shall include:

- (1) An average of thirty hours per week which includes classroom teaching, preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
- (2) Maintenance of five office hours per week for student conference. Faculty teaching Distance Education Courses online may conduct one office hour online for each .20 teaching load up to a maximum of two hours per week. The office hour schedule is subject to the approval of the appropriate Dean. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the appropriate college Vice President. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. The location of the office shall be determined in consultation with the faculty member and the appropriate Dean. The final decision for the location of faculty offices rests with the appropriate college Vice President. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- (3) An average of five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months.

Typically, such activities may include the following:

- a. continuing professional development;
- b. sponsorship and support of student activities;
- c. participation in budget development;
- d. employment interviewing procedures;
- e. college, and district, county and statewide committees;
- f. department and division meetings;

- g. curriculum development or review;
- h. program development, review, and/or coordination;
- i. articulation and matriculation;
- j. writing of grant proposals and research projects;
- k. recruitment and high school relations;
- l. registration advisement;
- m. activities of faculty governance, representation and advocacy;
- n. preparation and updating of course outlines;
- o. community outreach and interface;
- p. state and/or federally mandated trainings

5.2.B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

- (1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two semesters). The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture equivalent hours between each of the two semesters. A faculty member may be assigned more than 16 or less than 14 lecture or lecture-equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- (2) Laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching (.67 of a lecture hour). Laboratory teaching assignments in the labs listed in Appendix F shall be in a ratio of four hours of laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
- (3) Lecture-laboratory teaching assignments shall be in a ratio of four hours lecture-laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
 - a. All coaching faculty shall meet their scheduled intercollegiate sport class during the entire semester of the season of the sport. When the sport season ends, other appropriate activities may be substituted for such class meetings with the concurrence of the Athletic Director, but in no case shall classes meet less than two (2) times a week.
 - b. Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.

- (4) Faculty members who teach classes with attendance at the census date in excess of 60 students will be given credit of an additional one-half teaching hour for each hour taught for each increment of 25 students in attendance above the 60 students per class.
- a. A team-teaching situation exists in the event that two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses.
 - b. The additional load credit for each member of a team is to be the additional load credit earned under the formula above [Section 5.2.B.(4)], divided proportionally by the number of members of the team.
- (5) Weekly student contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:
- a. Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:
 - 1) English Composition, 450
 - 2) Lecture Classes, 550
 - 3) Laboratory Classes, 500
 - b. In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class-weight credit to determine load assignments will be established by the President in conference with the appropriate college Vice President, the Division Dean, the Department Chair, and the faculty member involved.
 - c. A faculty member may meet and confer at any time with his/her Division Dean and the appropriate college Vice President, regarding his/her teaching load or its equalization.
- A District-wide average of not less than 525 Weekly Student Contact Hours, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.
- (6) Designation of new, updated, or revised lecture, lecture-laboratory, laboratory courses (or any combination thereof) for student credit hours as well as non-credit courses shall be made exclusively through each college's Curriculum Committee, subject to review by the District Technical Review Workgroup-Instructional and the Chancellor, subject to approval by the Governing Board.

~~(7) PCAP will not be implemented during the term of this Agreement.~~

- (7) Enhanced non-credit courses assignments shall be paid at a .67 rate. These assignments shall be load based and calculated into the faculty's maximum load, longevity and PAL.

5.2.C. Scheduling of Contract Assignments

- (1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- (2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstance may a course be taught by any faculty member who does not possess the appropriate credential, meet the appropriate Minimum Qualifications (or possess an equivalency as determined by Governing Board Policy) as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook.
- (3) Course, section and room scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the appropriate college Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the appropriate college Vice President, the Division Dean, the Department/Discipline, and the affected faculty member.
- (4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.
 - a. Upon the split of a previously existing discipline, any faculty member who has taught classes associated with the new discipline during any of the prior eight semesters from the term the split is implemented shall possess a longevity in the new discipline identical to their longevity in their original discipline, assuming they meet the minimum qualifications for the new discipline. Faculty members with the minimum qualifications in the new discipline who have not taught classes associated with the new discipline during the prior eight semesters shall be included in the pre-longevity pool for the new discipline with a longevity of zero.
 - b. Upon a discipline split, the following process will apply to implement the above:
 - i. HR will send notice of the discipline split upon final approval of the split.
 - ii. Faculty in the old discipline will indicate their desire for inclusion in the new discipline no later than sixty (60) days from the notice date.
 - iii. Faculty are reviewed for MQs in the new discipline under existing procedures as outlined in AP 7120-E, #1-3.
 - iv. If found to possess MQs for the new discipline, interested faculty will be reviewed for longevity per above.
 - v. The transfer of longevity will need final approval from the college president. If the college president disapproves a transfer, then he/she will provide his/her reasons in writing to the faculty member and AFT. The disapproval must be reasonable, and not arbitrary or capricious.

vi. Approved faculty members will be eligible to accept assignments in the new discipline, by submission of ARFs.

- (5) Without a faculty member's written consent, a minimum of 12 hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class he/she is assigned on the following day. If a contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.
- (6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents in writing:
 - a. Number of course preparations – 3
 - b. Consecutive lecture hours - 3
 - c. Break between classes in a day assignment - 4 hours
- (7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

A classroom contract faculty member may be assigned classes and hold their office hours for a combined fewer than four days by mutual agreement between the faculty member and the Dean.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such contract assignments may include, but are not limited to:

- a. A split assignment requiring both day and evening assignments for a full assignment.
 - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
 - c. Innovative "field" courses requiring extended periods with the class at off-campus sites.
 - d. A traveling assignment is a contract assignment, which includes more than one site in the District (mileage between work sites to be compensated by the District.)
- (8) Part-time faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.
 - (9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

- (10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.
- (11) If the services of a contract faculty member are terminated, the District shall send written notification to the Federation by certified mail within ten (10) working days.

5.3 Contract Non-Classroom Faculty

5.3.A. All contract non-classroom faculty on full assignment shall be assigned 35 hours per week.

- (1) Any regularly scheduled assignment in excess of 35 hours per week shall be compensated at the hourly rate as an hourly assignment.
- (2) Assignments for individual faculty members shall be made by the Dean and be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m. When the Dean determines there is a need for scheduled hours after 5 p.m. or on Saturday, assignments may be scheduled for four days per week between the hours of 7 a.m. and 8 p.m. and/or on Saturday between 7 a.m. and 5 p.m., with the agreement of the faculty member and the Dean. Faculty will make every reasonable effort to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.

Scheduling for individual faculty members shall be prepared by the Dean, subject to approval by the appropriate college Vice President. Any conflicts shall be resolved through informal discussions among the appropriate college Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the appropriate college Vice President will determine the faculty's schedule.

- (3) When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such assignments may include, but are not limited to:

- a. A split assignment requiring both day and evening assignments for a full assignment.
- b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
- c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).

5.3.B. A non-classroom faculty member may be allowed to teach as part of his/her full assignment with permission of the immediate Dean as well as the Dean of the division in which the faculty member will teach. For purposes of computing the clock hours, non-classroom faculty members who teach classes will have class preparation time on the basis of one hour for each hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of an hourly assignment.

5.3.C. All non-classroom faculty members not on extended contract shall have the same contractual calendar as classroom faculty members except by mutual agreement.

5.3.D. Any non-classroom faculty member on full assignment may request and be assigned up to five hours per week for instruction-related student-support activities. The five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months. Typically, such activities may include the following:

- (1) continuing professional development;
- (2) sponsorship and support of student activities;
- (3) participation in budget development;
- (4) employment interviewing procedures;
- (5) college, district, county, and statewide committees;
- (6) department and division meetings;
- (7) curriculum development or review;
- (8) program development and coordination;
- (9) articulation and matriculation;
- (10) writing of grant proposals and research projects;
- (11) recruitment and high school relations;
- (12) registration advisement;
- (13) activities of faculty governance, representation and advocacy;
- (14) community outreach and interface.
- (15) state and/or federally mandated trainings.

5.3.E. **The following applies only to the counseling faculty:**

- (1) Counseling faculty may serve extended day students as part of their normal workload or for hourly assignment pay, with the approval of the supervising Dean.
- (2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality-counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.

It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.

- (3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.
- (4) A counselor may be scheduled up to six hours per week to coordinate specialized centers and/or program activities where professional expertise is required.
- (5) Each full-time counselor shall receive a minimum of 3 hours per week for the academic year for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

5.4.A. Eligibility

(1) Contract Faculty Members:

- a. May teach a maximum of one course (without regard to hours) or six class hours (without regard to the number of courses) per week at the extra hourly rate of pay, except for time required as a substitute.
- b. May work a maximum of six clock hours of a non-classroom assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management. Faculty members receiving stipends or work experience shall not be considered professional ancillary activities under Education Code section 87482.5 for the purposes of non-contract assignments listed under 5.4.A.(1).a.
- c. The sum of the assignments in (a) and (b) above shall not exceed six hours per week during any one semester except as stated above. Hours worked as a facilitator shall be counted in calculating a contract faculty member's extra-hourly maximum. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.

(2) Non-Contract Faculty Members:

- a. May be assigned a combination of teaching and non-classroom assignments to a maximum of not more than the greater of .67 FTE or the state-mandated maximum under the Education Code section 87482.5.

- b. Hours worked as a Screening Committee Facilitator may exceed 100 hours per semester and shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a non-contract or a contract faculty member's extra hourly maximum.
- b. Amounts paid as stipends under Section 3.5 of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE under Education Code section 87482.5.
- c. If the services of a non-contract faculty member are terminated, the District shall send written notification, including reasons for the termination, to the faculty member and the Federation by certified mail within ten (10) working days.
- d. The performance of substitute services by members of the Unit shall not be considered as an assignment within the meaning of the Bargaining Agreement, or for the purpose of determining whether an individual is performing .67 FTE within the meaning of Education Code section 87482.5.

5.4.B. DEFINITIONS/APPLICATIONS

(1) Longevity

- a. Longevity is defined as total semesters (excluding any winter intercession and summer sessions) of non-contract service in a discipline. Disciplines shall be defined in Appendix L, which shall be the current version of the "Minimum Qualifications for Faculty and Administrators in California Community Colleges."
- b. Non-contract faculty will be credited with five (5) semesters of longevity upon the completion of their fifth semester of service at a particular college. If the faculty member works at two (2) or more colleges within the VCCCD, he/she will be credited with the corresponding longevity at each college upon successful completion of his/her fifth (5th) semester district-wide provided that his/her last evaluation was "Satisfactory" or "Excellent" at each college, and he/she has served a minimum of two (2) semesters at each college.
- c. A faculty member may hold different longevity in different disciplines. Faculty may be assigned in different disciplines at one (1) campus or at a combination of campuses, within the same semester.
- d. If a faculty member holds longevity in a discipline and begins teaching in the same discipline at another college, longevity will be transferred upon the successful completion ("Satisfactory" or better evaluation rating) of the semester at the "new" college. If the "new college" fails to evaluate in the first semester, successful completion means a "Satisfactory" or better rating on the most recent evaluation on file. The faculty member will continue to accrue longevity only at the college(s) where s(he) is teaching.

- e. A faculty member will be removed from the longevity list upon receiving two (2) consecutive performance evaluations with summary ratings of "Unsatisfactory" or three (3) consecutive evaluations with overall summary ratings of any combination of "Needs Improvement" or "Unsatisfactory." (See Section 12.5.B.(2).)

If ~~the~~ a faculty member, not in contract retirement status, is subsequently rehired within eight (8) semesters of removal from the longevity list, his/her longevity will be restored upon completion of the fifth (5th) semester provided the performance evaluation rating is "Satisfactory" or better.

- f. Accumulated longevity is held by a faculty member ~~for life~~ unless longevity is lost because he/she has not received assignments for the previous eight (8) semesters (except as provided by law), the faculty member resigns or has been removed from the longevity list in accordance with Section 5.4.B.(1)(e).

Former VCCCD contract and non-contract faculty who retire from STRS or PERS and return to a discipline for which they have earned longevity will maintain their pre-retirement longevity and any preference status they may have earned for the five consecutive semesters after their retirement date. Those former VCCCD contract and non-contract faculty already retired will retain longevity and any preference status they may have earned for the five immediate semesters subsequent to the ratification of this agreement. After that period, retired faculty will restart their longevity in accordance with 5.4.B (1) a.

- g. A non-contract faculty member who serves as Department Chair, or Assistant Chair, and is not assigned classes or a non-classroom assignment shall be credited with 1 semester of longevity for each semester served and their PAL shall be the sum of the release time and their teaching and/or non-classroom load for each semester served in this role.

- h. A non-contract faculty member who serves as Department Chair, or Assistant Chair, and is not assigned classes or a non-classroom assignment shall be credited with 1 semester of longevity for each semester served and their PAL shall be the sum of the release time and their teaching and/or non-classroom load for each semester served in this role

- (2) The District will post to the VCCCD portal by faculty name ~~provide to the Federation~~, by the fourth week of each semester, a longevity list by discipline for each college reflecting assignments for the previous semester, including the longevity, pre-longevity, and previous assigned load (PAL) lists.
- (3) **Pre-Longevity Period:** A non-contract faculty member must complete four (4) semesters over a four-year (4) period of service prior to being placed on the longevity list, regardless of the faculty member's PAL.
- (4) **Previously Assigned Load:** PAL is determined by ranking the faculty member's load from highest to lowest over the past eight (8) consecutive semesters at each college. PAL will be the second (2nd) highest ranked number. (PAL is non-transferable between colleges.) For example, if a

faculty member worked: .4; 0; 0; .2; 0; .6; .2; .6; load would be ranked as .6; .6; .4; .2; .2; 0; 0; 0; and PAL would be .6.

If a faculty member receives a committee summary/overall performance rating (on Form C1) of "Unsatisfactory" OR two (2) consecutive committee summary/overall performance ratings (on Form C1) of "Needs Improvement," his/her PAL will reduce to .2, or not less than one (1) class.

- (5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a committee summary/overall performance rating shall be designated as preferred. If a faculty member receives two (2) consecutive committee summary/overall performance evaluation ratings of "Satisfactory" or one (1) committee summary/overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory," he/she will be removed from the Preferred List. (Faculty members on their college's Preferred List will remain on the list unless removed through evaluation.) The District will use best efforts to ensure that at least 20% of the non-contract faculty in each division at each college are on the "preferred" list every semester.

Former VCCCD contract and non-contract faculty who retire from STRS or PERS and return to a discipline for which they have earned longevity will maintain their pre-retirement longevity and any preference status they may have earned for the five consecutive semesters after their retirement date. Those former VCCCD contract and non-contract faculty already retired will retain longevity and any preference status they may have earned for the five immediate semesters subsequent to the ratification of this agreement. After that period, retired faculty will restart their longevity in accordance with 5.4.B (1) a.

- (6) **Short Courses:** Load for non-contract assignments shorter than a semester shall be calculated by dividing the total number of hours assigned for the semester by 17 and rounding to the nearest half hour. (Total number of hours for a classroom assignment is determined by multiplying the number of hours assigned per week by the number of weeks a course is scheduled as indicated in the schedule of classes.)

5.4.C. Non-Contract Assignment Procedures

- (1) If classes/hours are available, non-contract assignments shall be made in the following order (a. through e.) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the faculty member must be on the DE certification list from Article 23 to be assigned a distance education class. The Dean and Department Chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the Dean and the Department Chair do not agree as to whether to give a particular assignment to the faculty member, the appropriate college Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment. (See Appendix I for tiebreakers.)

Former VCCCD contract and non-contract faculty who retire from STRS or PERS and return to a discipline for which they have earned longevity will maintain their pre-retirement longevity and any preference status they may have earned for the five consecutive semesters after their retirement date. Those

former VCCCD contract and non-contract faculty already retired will retain longevity and any preference status they may have earned for the five immediate semesters subsequent to the ratification of this agreement. After that period, retired faculty will restart their longevity in accordance with 5.4.B (1) a.

- a. Full-time faculty teaching extra-hourly and non-contract faculty on a college's preference list will be assigned their previously assigned loads in longevity order.
- b. Full-time faculty requesting new extra-hourly assignments.
- c. Other non-contract faculty members on the longevity list with previously assigned loads (PAL) will be given their PAL in longevity order.
- d. Priority for increased loads shall be considered in the order indicated in (a.) - (c.) above.
- e. If a through d above have been exhausted, then faculty in the discipline from others campuses may be assigned classes.
- f. When qualified new non-contract faculty members are not available, an intern may be hired. An intern may not be hired for more than four (4) semesters. An intern may accrue service credit to get; however, (s)he must complete four (4) semesters of teaching experience (as an intern or non-contract faculty member) and be hired as a non-contract faculty member according to the VCCCD hiring procedures in order to be added to the longevity list. Intern service experience will not count toward longevity.

If it is necessary to give a faculty member an assignment in excess of his/her PAL in order to provide a full PAL for that faculty member, this assignment shall be considered an incidental increase in assignment. The assignment may be made without a faculty member's request for an increased assignment listed on the ARF if the sole purpose is to provide a full PAL assignment for that faculty member. This incidental increase shall not be considered a violation of the other faculty members' priority rights for assignment under Section 5.4.C.(1) and shall not be considered as a request for an increase as outlined in Section 5.4.C.(1)d.

- (2) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any hourly assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s) and course(s). If the Department Chair/Coordinator, and Dean/immediate supervisor do not agree as to whether to give a particular assignment to the faculty member, the appropriate college Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment.

(3) Assignment Request Forms and Work Offers

- a. To receive an assignment for a subsequent semester, a faculty member, retiree, or manager must submit an Assignment Request Form (ARF) for that semester to the Human Resources Department. An ARF may be submitted electronically or as an

e-mail attachment to the ARF e-mail address in Human Resources. Return receipt of this e-mail shall be proof of submission.

- b. If requesting assignments in more than one (1) division/college, the faculty member must submit a separate completed ARF for each division/college.
- c. ARFs will be available online through the District's HR Tools forms listing. Paper copies of ARF's will be available for pick up in the District Human Resources Department and at the Offices of the appropriate college Vice Presidents.
- d. Notices for posting and submitting ARFs will be sent to each faculty member by email at the time of posting.
- e. Schedule for posting and submitting ARFs:
 - 1) For **Fall Semester** Assignment:
 - Post ARFs during the second week of the previous fall semester.
 - Submit completed ARFs at the end of the sixth week of the previous fall semester.
 - 2) For **Spring Semester** Assignment
 - Post ARFs during second week of the previous Spring Semester.
 - Submit completed ARFs at the end of the sixth week of the previous spring semester.
 - 3) For **Summer Intersession** Assignment:
 - Post ARFs during the second week of the previous Fall semester.
 - Submit completed ARFs at the end of the sixth week of the previous Fall semester.
- f. Schedule for issuing work offers:
 - 1) For **Fall Semester** Assignment:
 - Email work offers in April of the previous Spring semester. Faculty must accept or reject work offers in May of the previous Spring semester.
 - 2) For **Spring Semester** Assignment:
 - Email work offers in October of the previous Fall semester. Faculty must accept or reject work offers in November of the previous Fall semester.
 - 3) For **Summer** Assignment:

- Email work offers in March of the previous Spring semester. Faculty must accept or reject work offers in April of the previous Spring semester.

A faculty member who fails to accept a work offer in accordance with the timeline specified in Section 5.4.C.(3) may not be assigned a workload for that specific semester.

5.5 Class Cancellations

- (1) **Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and seven (7) calendar days before the first day of instruction for the Fall and Spring terms, the faculty member shall have the right to teach the assignment of the faculty member(s) with the least longevity in the same department/discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with Section 5.4.B.(1).a., (Appendix L), and Section 6.3 to restore his/her cancelled assignment.
- (2) **Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, it shall be fully reinstated by assuming the equivalent amount of FTE load of a non-contract faculty member with the least longevity within the discipline grouping. In the event that assuming such FTE of the least longevity non-contract faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall assume the necessary FTE of the faculty member with the next appropriate assignment (one which presents no such conflicts) on the longevity list in the discipline, or at management's approval, the faculty member shall be allowed to utilize load equalization.

5.6 Summer Intersession Assignments

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during an authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and first day of the next Fall Semester.

5.6.A. All assignments are non-contract in the summer. Based on the assignment considerations listed in Section 5, faculty who submit an ARF within the deadline will be offered up to two classes (or the equivalent hours for non-classroom assignments for non-classroom faculty) in the following priority order:

- (1) Contract faculty in the discipline on the campus
- (2) Non-contract faculty on the preference list in the discipline on the campus
- (3) Other non-contract faculty in the discipline on the campus
- (4) Faculty in the discipline from other campuses
- (5) New hires and management

Faculty in the first four priority groups will be offered up to two (2) classes each (or the

equivalent hours for non-classroom assignments) each. After these assignments have been made, the Dean, after consultation with the appropriate Department Chair, may move to priority group number 5 for further assignments or may elect to assign additional classes in priority order to faculty in groups 1 through 4 before proceeding to group 5. Accordingly, faculty members may be assigned a total of four classes (or the equivalent hours for non-classroom assignments) for the entirety of summer sessions.

5.7 Absence Reporting

Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be reported to the supervisor on duty in the appropriate office. In any case, all absences must be reported within 24 hours of the absence whenever possible.

5.8 Faculty Service Areas (hereafter referred to as "FSA"): An FSA is defined as a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district for purposes of termination of services for a reduction in force (RIF), reduction in student attendance, or reduction or discontinuance of a particular program of study or kind of service.

No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in a faculty service area in which the records of the District maintained pursuant to this Agreement reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under District competency criteria as defined in Section 5.7.A.

- 5.8.A. The list of FSAs in the District shall be the same list as the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as defined by the Board of Governors. A faculty member will be considered "competent" in an FSA if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision, or holds the appropriate credential, for the discipline of the FSA.

If changes in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" are made by the Board of Governors, such changes shall automatically apply in this District. Should a change in the list affect a faculty member's FSA assignment, adjustments in the assignment will be made utilizing the methods established in this Agreement.

- 5.8.B. An employee may petition for recognition of competence in an FSA by using one of the following procedures. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.

- (1) Petition for Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure: The employee shall petition the District for such recognition. The District will review and respond within two (2) weeks. Should the District initially deny the petition, said rejection shall be communicated via both VCCCD email and via U.S. Mail with an explanation of why the petition was rejected. Rejection by the District shall not foreclose the faculty member's rights to petition again in the same FSA using the Districtwide equivalency process.
- (2) Petition for Recognition of Competence in an FSA by means of the Districtwide equivalency process shall be by the following procedure:

The employee shall submit a Supplemental Application Equivalency Request Form to VCCCD Human Resources. HR will forward the request to the appropriate Equivalency Committee for review. Requests made prior to Feb. 1 shall be forwarded to the appropriate Equivalency Committee which will review submitted requests and determine equivalency status by a procedure determined in advance by the Equivalency Committee in accordance with established District policy/procedure on equivalencies. The Equivalency Committee will submit to VCCCD HR its binding recommendation with an explanation of why the petition was accepted or rejected. Rejection by the Equivalency Committee shall not foreclose the faculty member's rights to petition again in the same FSA with new information.

- 5.8.C. New Contract Faculty: Within 60 days of hire, the District shall provide each new faculty employee a list of those faculty service areas for which he or she possesses competence as determined by the employee's records on file with the District. This notice shall be both mailed via USPS and sent via District email.
- 5.8.D. Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.
- 5.8.E. The last day to apply for recognition of a faculty service area for use in a subsequent academic year is February 15th of the prior academic year.

5.9 Non-Contract Office Hours

- 5.9.A. Non-contract faculty assigned to teaching duties shall be compensated for up to six (6) office hours per semester per the following chart:

LOAD	OFFICE HOURS
0 – 0.2	2 office hours
0.21 - 0.4	4 office hours
0.41 – 0.67	6 office hours

Compensation shall be at the appropriate faculty hourly rate (see Table 3.4.B.(1).). Non-contract faculty assigned to teach Distance Education Courses shall be compensated as above. Contract faculty teaching extra hourly or overload assignments shall not be eligible for non-contract office hours.

All non-contract faculty receiving such compensation shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member's assignment. Upon request from the Department Chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The above shall be in compliance with Education Code sections 87880-87885 et seq.

- 5.9.B. Amounts paid under Section 5.9.A of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE of the hours per week considered to be a full-time assignment under Education Code section 87482.5 or under Section 5.4.A.(2) of the Agreement.

5.10 Non-Contract Faculty Applying for Contract Positions

A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that positions as

specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

~~5.11 — No later than the semester following the ratification of this CBA, a non-binding jointly formed "Lab Value Task Force" composed of equal numbers of faculty and management members shall be convened to explore and define the basis on which some lab courses are valued at .67 and others valued at .75 for purposes of revising Appendix F. The Federation shall receive a maximum of 1.2 FTE reassigned time for this purpose. Upon commencement of successor negotiation for the 2019-2022 CBA, this "Lab Value Task Force" shall cease, and any remaining unused reassigned time shall be cancelled.~~

5.12 — Mentor to Intern

Any faculty who serve as a mentor to a faculty intern as defined in Title 5 (53502) shall be compensated for 10 hours per intern per semester mentored at the faculty hourly rate defined in 3.4.B.(1). Amounts paid under 5.10 of the Agreement shall not be considered in determining whether a faculty member is working 0.67 FTE of the hours per week considered to be a full-time assignment under Education Code section 87482.5 or under Section 5.4.A.(2) of the Agreement counted in the calculation of assignment load

~~My Response to #16 re: Article 5~~

from JCC to AFT 10:00 pm 10/1/19

4.1 The District during the term of this agreement will ~~continue to offer medical benefits options through CalPERS for eligible faculty members, dependents, and domestic partners. in accordance with the plan design in effect as of June 30, 2007 as modified by the implementation of an out-of-pocket maximum for prescription drugs. Effective July 1, 2007, the out-of-pocket maximum is \$500 per year per person/\$1,000 per family for mail order Rx.~~ The District will pay the premium for either the CalPERS Kaiser HMO or the CalPERS PERS Choice PPO (Anthem) plan. Eligible faculty members may select from any of the CalPERS coverage options, but would pay any premium difference that exceeds the cost of the higher of the two District paid plans. Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee (described in Section 4.776) must be agreed to in writing by the AFT and the District. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer Delta Dental and vision coverage for eligible faculty members and their dependents and domestic partners under the existing plans, or under such plans as recommended by the Joint AFT/Management Health Benefit Committee, and approved by the AFT and the District.

~~4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or another HMO agreed upon by the AFT and the District rather than Blue Cross may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.~~

4.32 Faculty members bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

4.43

4.43.A. Contract Faculty Eligibility

Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis. In order to qualify for domestic partner coverage, faculty members and their partners must provide the District with proof of a filed Declaration of Domestic Partnership with the California Secretary of State pursuant to California Family Code section 297 et seq.

4.43.B. Non-Contract Faculty Eligibility and Coverage

- (1) The District shall provide ~~a Kaiser HMO healthcare plan~~ access to the CalPERS plan options to non-contract faculty members who meet the criteria listed below. The District agrees to contribute up to ~~\$270,378~~ \$300,000 annually for this purpose. ~~For the 12-month period beginning September 1, 2008, the District will contribute at least \$3,338 toward the annual single party premium, the balance to be contributed by the employee at the rate of \$100 deducted tenthly. The full cost of additional coverage for family member(s), if any, also shall be paid by the employee.~~ The District will contribute \$200 per month towards the premium of the selected option, and the balance of the premium will be paid by the employee. If the District does not spend the full ~~\$270,378~~ \$300,000 in the

12-month period, any unspent monies will be set aside by the District for use in the following year toward non-contract unit members' insurance (e.g., offset rate increases, expand the benefit). Any remaining funds will remain in this pool to be used in future years. The District and Federation will negotiate the effect of any modification in rates, number of subscribers or coverage for this plan, per Section ~~4.76~~. If the part-time health benefits plan is discontinued, the funds shall be distributed to the non-contract salary schedule in Section 3.4.B.

- a. A non-contract faculty member who has been employed by the District for four or more semesters and who has taught an average load of .40 or greater for the preceding fall and spring semesters shall be eligible for coverage commencing on September 1 for the next academic year.
 - b. An eligible employee must elect to join the plan during the open enrollment period of the preceding academic year unless the conditions for legally-mandated "Special Enrollment rights" exist.
 - c. If a non-contract faculty member does not ~~receive an assignment by the beginning of any semester~~ maintain an average load of 0.33 or greater during an academic year, that employee will not be eligible for continuing coverage except at his/her own expense as provided under COBRA. A faculty member who is unable to accept an assignment due to a serious medical problem may obtain a temporary waiver from District Human Resources in order to maintain coverage for the academic year or remainder thereof (i.e., September 1 through August 31) and will retain eligibility for the following academic year provided he/she would have been eligible based upon his/her ARFs and work offers.
 - d. A faculty member electing this coverage may not be covered by any other health plan at the same time. Likewise, any family members(s) included in the plan may not be covered by any other plan.
- (2) Enrollment in the above plan shall be limited to ~~84~~ 125 non-contract faculty members. In the future, if the number of employees applying to enroll in the plan exceeds the agreed upon limits, coverage for the plan will be given first to those faculty members already enrolled and then to those new enrollees having the greatest longevity.
 - (3) Premium payments by eligible faculty will be made tenthly. Deductions from payroll checks will be used whenever possible.
 - (4) Non-contract faculty who are currently insured under the predecessor agreement may retain coverage at their own expense, provided they maintain eligibility under the terms of Section 4.4.B. ratified on November 17, 2007.
- 4.54 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits and shall increase such contributions each fiscal year **DURING THE TERM OF THIS AGREEMENT**, by the amount that is required to maintain the above-mentioned **PERS CHOICE** Blue-Cross, Delta Dental, and vision coverage. **AT THE CONCLUSION OF THIS THREE YEAR AGREEMENT (2019-2022) ANY INCREASE IN THE DISTRICTS CONTRIBUTION**

SHALL BE A SUBJECT OF NEGOTIATIONS.

- 4.65 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 4.76 It shall be the role of the AFT/Management Health Benefits Committee to gather information and provide advice concerning faculty health and welfare benefits to AFT and the District. The Health Benefits Committee shall review all bids for health care providers and insurance carriers and recommend changes to the faculty health plan, including, but not limited to, co-pays, deductibles, premium contributions, as well as the selection, addition, termination or substitution of any health plans/providers, and/or insurance carriers. The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carriers.

The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed 5 each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.

The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as release time or as an equivalent hourly stipend.

- 4.7 NOTE: CalPERS is the provider of medical benefits for the District. The District will offer the allowable CalPERS plans to the retiree groups with specifics included in *italics* in the paragraphs of sections 4.8 and 4.9 below.

4.8 Employees who are employed by the District at the time of retirement in accordance with Section 4.5 shall be retained in the District health, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten years of service with the District and have attained an age and years of service equal to or greater than 75. The minimum age for retirement is 55. The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits. Current coverage for retirees shall continue for faculty employed on or before June 30, 1990. *Medicare ineligible retirees in this tier will continue to have the District provide the same plans as specified for active employees. Medicare eligible retirees in this tier will need to obtain Medicare at age 65 and will be provided either the CalPERS Kaiser HMO Medicare Supplement Advantage Plan or the CalPERS PERS Choice Medicare supplement plan. The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of 65 at which time the retiree's medical care plan shall be replaced by Medicare and a Medicare supplemental plan which provides comparable benefits and which is provided and paid for by the District. Dental and vision coverage will continue as provided above. *The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

Eligible faculty members initially employed on or after July 1, 2001, and before July 1, 2015, who meet the years-of-service and age requirements stated above, and who retire, shall receive District medical coverage similar to current employees to age 65 only if they have attained at least age 55 and have served at least ten years of continuous eligible service in the District. The District also shall continue any dental and vision coverage as provided for current employees to age 65. New faculty members hired on or after July 1, 2015, will not be eligible for retiree health benefits.

- 4.9 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of ~~five~~ 25 years and has reached the age of 55, shall upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree. *The District will contribute the required monthly minimum required by CalPERS towards the cost of the premium.*

Following a 30-day grace period during which the District will continue to provide District-paid health and welfare benefits, spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving a State Teachers' Retirement System disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

- 4.10 Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.
- 4.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten years of service.
- 4.12 **Special Pre-Retirement Program**

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

- 4.12.A. The faculty member shall have reached the age of 55 prior to the reduction of workload.
- 4.12.B. The faculty member shall have been employed full-time for at least ten years in a position requiring certification, of which the immediately preceding five years were full-time employment.
- 4.12.C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 4.12.D. A faculty member who requests to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.
- 4.12.E. The faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to

make contributions to STRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

- 4.12.F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.
- 4.12.G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year. The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.
- 4.12.H. The total number of years of reduction of workload shall not exceed ten years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten years.
- 4.12.I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.
- 4.12.J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.
- 4.12.K. A faculty member participating in the program is not eligible for sabbatical leave, is not eligible for Summer Intersession Priority, and shall not be assigned an overload.

4.13 Employees' Assistance Program

- 4.13.A. The District will contribute up to \$2.25 each month for each employee in the Unit for the Employees' Assistance Program (hereafter referred to as "EAP").
- 4.13.B. The program shall be available to all faculty.
- 4.13.C. Referrals may be made by supervisors, family members, or peers.
- 4.13.D. Requests for Employees' Assistance Program services shall be made by the employee who is to receive the services.
- 4.13.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any college personnel.
- 4.13.F. No employee is required to avail him/herself of these services.

4.14 125 Plan

The District agrees to continue offering a 125 Plan for full- and part-time employees.

- 4.15 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by law, may elect to become a member of Social Security or STRS. Non-contract faculty

have the additional option of the STRS Cash Balance Plan. Employee and employer contributions to Social Security and STRS will be according to law.

- 4.16 The District shall provide to all contract faculty members who meet the eligibility requirements in Section 4.3.A. group term life insurance in the amount of \$50,000.

Response to #16 re: Article 4 *jc*

from 1000 to 1051 PM

Assumptions: April 2019 covered members & dependents under Anthem
 2019 Pers Choice Rate (tiered rates)
 2019 Anthem Rate (composite)

Group	A			A x 0.23%			B		C = A - B		D		C - D	
	Current Anthem Plan	Less: Employee contribution	Cost of Current Anthem Plan	CalPers Choice Plan	Admin Fee	Add:	Cost of CalPers Choice Plan	potential savings, subtotal	Medicare B premiums & penalties	potential savings, net				
AFT	15,723,727.68	-	15,723,727.68	8,853,694.56	20,363.50		8,874,058.06	6,849,669.62	970,465.08	5,879,204.54				
ASCC	14,236,711.02	380,038.08	13,856,672.94	8,245,437.60	18,964.51		8,264,402.11	5,592,270.83	977,733.55	4,614,537.28				
			29,580,400.62				17,138,460.16	12,441,940.46	1,948,198.63	10,493,741.82				

Ventura County Community College District
CalPERS Employee Counts
AFT

	CalPERS Contract Counts	CalPERS A
Basic Plans (B)		
Active Employees		
Single	64	
2-Party	85	
Family	183	
Retirees 65+ wo/Part A, and Deps wo/Part A		
Single	46	
2-Party	67	
Family	3	
Under Age 65 Retirees		
Single	2	<65
2-Party	12	<65, <65
Family	3	<65, <65, <65
Medicare Plans (M)		
Single	36	65+
Single (Tier II)	12	65+
2-Party	65	65+, 65+
2-Party (Tier II)	31	65+, 65+
Family	0	65+, 65+, 65+
Combination Plan (Retiree in M, Deps in B)		
2-Party - Employee in M, 1 Dep in B	12	65+, <65
Family - Employee in M, +2 Dep in B	3	65+, <65, <65
Family - Employee in M, +2 Dep in B (Tier II)	4	65+, <65, <65
Family - Employee in M, 1 Dep in M, 1+ Dep in B	0	65+, 65+, <65
Combination Plan (Retiree in B, Deps in M)		
2-Party - Employee in B, 1 Dep in M	18	<65, 65+
Family - Employee in B, +2 Dep in M	0	<65, 65+, 65+
Family - Employee in B, 1 Dep in M, 1+ Dep in B	1	<65, 65+, <65
TOTAL	647	

Current Anthem Plan				CalPERS Choice Plan			
Monthly Premium Jan-Jun	Monthly Premium Jul-Dec	Annual Premium per Contract	Total Annual Cost	Monthly Premium Jan-Dec	Annual Premium per Contract	Total Annual Cost	
B	C	D = (A + B) x 6	A x D	E	F = E x 12	A x F	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 1,588,984.32	\$ 654.50	\$ 7,854.00	\$ 502,656.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 2,110,369.80	\$ 1,309.00	\$ 15,708.00	\$ 1,335,180.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 4,543,502.04	\$ 1,701.70	\$ 20,420.40	\$ 3,736,933.20	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 1,142,082.48	\$ 654.50	\$ 7,854.00	\$ 361,284.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 1,663,467.96	\$ 1,309.00	\$ 15,708.00	\$ 1,052,436.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 74,483.64	\$ 1,701.70	\$ 20,420.40	\$ 61,261.20	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 49,655.76	\$ 654.50	\$ 7,854.00	\$ 15,708.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 297,934.56	\$ 1,309.00	\$ 15,708.00	\$ 188,496.00	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 74,483.64	\$ 1,701.70	\$ 20,420.40	\$ 61,261.20	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 893,803.68	\$ 360.41	\$ 4,324.92	\$ 155,697.12	
\$ 797.16	\$ 844.98	\$ 9,852.84	\$ 118,234.08	\$ 360.41	\$ 4,324.92	\$ 51,899.04	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 1,613,812.20	\$ 720.82	\$ 8,649.84	\$ 562,239.60	
\$ 1,592.88	\$ 1,688.44	\$ 19,687.92	\$ 610,325.52	\$ 720.82	\$ 8,649.84	\$ 268,145.04	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 297,934.56	\$ 1,014.91	\$ 12,178.92	\$ 146,147.04	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 74,483.64	\$ 1,407.61	\$ 16,891.32	\$ 50,673.96	
\$ 1,991.11	\$ 2,110.56	\$ 24,610.02	\$ 98,440.08	\$ 1,407.61	\$ 16,891.32	\$ 67,565.28	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 446,901.84	\$ 1,014.91	\$ 12,178.92	\$ 219,220.56	
\$ 2,008.74	\$ 2,129.24	\$ 24,827.88	\$ 24,827.88	\$ 1,407.61	\$ 16,891.32	\$ 16,891.32	
			\$ 15,723,727.68			\$ 8,853,694.56	

Ventura County Community College District
CalPERS Employee Counts
ASCC, MGT

Anthem Contract Counts		A
Basic Plans (B)		
Active Employees		
Single	95	
2-Party	111	
Family	129	
Retirees 65+ w/o/Part A, and Deps w/o/Part A		
Single	20	
2-Party	29	
Family	1	
Under Age 65 Retirees		
Single	20	<65
2-Party	24	<65, <65
Family	8	<65, <65, <65
Medicare Plans (M)		
Single	81	65+
Single (Tier II)	19	65+
2-Party	73	65+, 65+
2-Party (Tier II)	38	65+, 65+
Family	2	65+, 65+, 65+
Combination Plan (Retiree in M, Deps in B)		
2-Party - Employee in M, 1 Dep in B	9	65+, <65
Family - Employee in M, +2 Dep in B	1	65+, <65, <65
Family - Employee in M, 1 Dep in M, 1+ Dep in B	1	65+, 65+, <65
Family - Employee in M, 1 Dep in M, 1+ Dep in B (Tier II)	1	65+, 65+, <65
Combination Plan (Retiree in B, Deps in M)		
2-Party - Employee in B, 1 Dep in M	18	<65, 65+
Family - Employee in B, +2 Dep in M	0	<65, 65+, 65+
Family - Employee in B, 1 Dep in M, 1+ Dep in B	0	<65, 65+, <65
GRAND TOTAL		680

Current Anthem Plan				CalPers Choice Plan			
Monthly Premium Jan-Jun	Monthly Premium Jul-Dec	Annual Premium per Contract	Total Annual Cost	Monthly Premium Jan-Dec	Annual Premium per Contract	Total Annual Cost	
B	C	D = (A + B) x 6	A x D	E	F = E x 12	A x F	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 2,047,160.70	\$ 654.50	\$ 7,854.00	\$ 746,130.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 2,391,945.66	\$ 1,309.00	\$ 15,708.00	\$ 1,743,588.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 2,779,828.74	\$ 1,701.70	\$ 20,420.40	\$ 2,634,231.60	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 430,981.20	\$ 654.50	\$ 7,854.00	\$ 157,080.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 624,922.74	\$ 1,309.00	\$ 15,708.00	\$ 455,532.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 21,549.06	\$ 1,701.70	\$ 20,420.40	\$ 20,420.40	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 430,981.20	\$ 654.50	\$ 7,854.00	\$ 157,080.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 517,177.44	\$ 1,309.00	\$ 15,708.00	\$ 376,992.00	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 172,392.48	\$ 1,701.70	\$ 20,420.40	\$ 163,363.20	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 1,745,473.86	\$ 360.41	\$ 4,324.92	\$ 350,318.52	
\$ 691.91	\$ 733.43	\$ 8,552.04	\$ 162,488.76	\$ 360.41	\$ 4,324.92	\$ 82,173.48	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 1,573,081.38	\$ 720.82	\$ 8,649.84	\$ 631,438.32	
\$ 1,382.52	\$ 1,465.49	\$ 17,088.06	\$ 649,346.28	\$ 720.82	\$ 8,649.84	\$ 328,693.92	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 43,098.12	\$ 1,081.23	\$ 12,974.76	\$ 25,949.52	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 193,941.54	\$ 1,014.91	\$ 12,178.92	\$ 109,610.28	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 21,549.06	\$ 1,407.61	\$ 16,891.32	\$ 16,891.32	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 21,549.06	\$ 1,113.52	\$ 13,362.24	\$ 13,362.24	
\$ 1,728.20	\$ 1,831.91	\$ 21,360.66	\$ 21,360.66	\$ 1,113.52	\$ 13,362.24	\$ 13,362.24	
\$ 1,743.44	\$ 1,848.07	\$ 21,549.06	\$ 387,883.08	\$ 1,014.91	\$ 12,178.92	\$ 219,220.56	

2019 Medicare B Premiums

Eligibility at 65, but eligibility begins at 65 or at retirement, whichever is later.

Rate of	\$135.50			Rate of	\$189.60		
	Monthly Premiums	Monthly Penalties	Monthly Total		Premiums	Penalties	Monthly Total
	\$33,333.00	\$12,177.66	\$45,510.66		\$46,641.60	\$17,039.73	\$63,681.33
	\$22,222.00	\$4,488.84	\$26,710.84		\$31,094.40	\$6,281.07	\$37,375.47
			\$72,221.50				\$101,056.80
	\$38,753.00	\$7,831.63	\$46,584.63		\$54,225.60	\$10,958.50	\$65,184.10
	\$22,086.50	\$4,091.29	\$26,177.79		\$30,904.80	\$5,724.78	\$36,629.58
			\$72,762.42				\$101,813.68

To estimate total annual premiums & penalties for each group, we assumed 70% would be at standard rate and 30% would be at the high rate.

ASCC at 70:30 \$ 977,733.55

Faculty Retirements from FY19
10/1/2019

53.3%

Retirement Date	Worked Before	Retire.	Type	FTE	Salary w/ longevity	Statutory Benefits [1]	53.3%		PT Prorated Total savings [2]	Difference [3]
							[a]	[b]		
							% of Contract			
5/31/2019	100%		instruct	0.6	61,423	37,061				(66,379)
9/11/2018	18.2%		non-instruc	1	111,631	59,499				(18,153)
12/31/2018	50%		non-instruc	1	110,169	58,720				(48,800)
8/8/2019	100%		instruct	1	104,808	55,863				(107,162)
8/12/2019	100%		instruct	1	101,883	54,304				(102,678)
11/30/2018	40%		instruct	1	103,346	55,083				(41,968)
7/1/2019	100%		instruct	1	108,222	57,682				(112,395)
5/31/2019	100%		instruct	0.5	48,748	25,983				(47,976)
Difference between FT salary & statutory benefits and PT salary & statutory benefits										
(545,509)										

Part-Time Faculty Costs

PT fac at full load (Class II Step 5)	instructional
PT fac at full load (Class II Step 5)	non-instructional

	20.3%	
Salary	44,480	9,029
Benefits	59,260	12,030
Total	53,509	71,290
	[h]	[i]

[1] Statutory benefits include:

- RST (STRS)
- FME (Medicare)
- HRL (Retiree benefits - current employee)
- HR2 (Retiree benefits - past employees)
- SUI (Unemployment Insur)
- SWC (Worker's Comp)

[2] Full-Time Faculty H&W Costs

Faculty H&W benefits per person: \$ 25,551

Faculty H&W benefits per person continue in retirement, thus no savings occur.

[3] Any differences may be currently budgeted for other purposes (e.g., to offer additional sections)

40 PFT
11:21
from
JCCCD
10/11/19

10/1/2019

1128 AM
10/1/19

Net Cost to VCCCD for Salary & H&W Proposal (All Employees)
Articles 3 & 4 Proposal to AFT

	FY20	FY21	FY22	TOTAL
Salary increases*	3,743,000	7,566,000	9,140,000	20,449,000
H&W savings**		(10,491,000)	(10,491,000)	(20,982,000)
Net cost to VCCCD	3,743,000	(2,925,000)	(1,351,000)	(533,000)

VCCCD AFT

*** Assumptions:**

FY20: Salary increase = 3.0% - All employees (off-schedule)

FY21: Salary increase = 6.0% - All employees

FY22: Salary increase = 1.0% - All employees

** Assumes a move to CalPERS effective July 2020. For every month on existing H&W plan beyond July, savings is reduced by approximately \$875,000.

Impact on Various Steps/Columns w/ PERS Choice
10/1/2019

from JCCD to AFX

1132 AM
10/1/19

	Current schedule FY20	3% off schedule FY20	6% on schedule FY21	1% on schedule FY22
Step 1/Column 1				
Salary (10-mo annual)	48,751	50,214	51,676	52,193
*Statutory benefits	25,984	26,764	28,215	28,341
Sub-total Sal & Stat ben	74,735	76,977	79,891	80,534
Dental, Vision, Life, EAP	1,590	1,590	1,590	1,590
CalPERS Choice (FY				
Single	25,551	25,551	9,000	9,167
2-party	25,551	25,551	17,999	18,334
3-party	25,551	25,551	23,399	23,834
TOTAL comp (Single)	101,877	104,119	90,481	91,291
TOTAL comp (2-party)	101,877	104,119	99,481	100,458
TOTAL comp (3-party)	101,877	104,119	104,881	105,958

Step 7/Column 3				
Salary (10-mo annual)	73,124	75,318	77,511	78,287
*Statutory benefits	38,975	40,144	42,321	42,510
Sub-total Sal & Stat ben	112,099	115,462	119,833	120,796
Dental, Vision, Life, EAP	1,590	1,590	1,590	1,590
CalPERS Choice				
Single	25,551	25,551	9,000	9,167
2-party	25,551	25,551	17,999	18,334
3-party	25,551	25,551	23,399	23,834
TOTAL comp (Single)	139,240	142,603	130,423	131,553
TOTAL comp (2-party)	139,240	142,603	139,422	140,721
TOTAL comp (3-party)	139,240	142,603	144,822	146,221

Step 15/Column 5				
Salary (10-mo annual)	102,372	105,443	108,514	109,599
*Statutory benefits (GF)	54,564	56,201	59,249	59,513
Sub-total Sal & Stat ben	156,936	161,644	167,763	169,112
Dental, Vision, Life, EAP	1,590	1,590	1,590	1,590
CalPERS Choice				
Single	25,551	25,551	9,000	9,167
2-party	25,551	25,551	17,999	18,334
3-party	25,551	25,551	23,399	23,834
TOTAL comp (Single)	184,078	188,786	178,353	179,869
TOTAL comp (2-party)	184,078	188,786	187,353	189,036
TOTAL comp (3-party)	184,078	188,786	192,753	194,537

* Statutory benefits include:

RST (STRS)
FME (Medicare)
HRL (Retiree benefits - current employee)
HR2 (Retiree benefits - past employees)
SUI (Unemployment Insur)
SWC (Worker's Comp)

CalPERS 5-yr Avg Rate Change (Los Angeles Region):

1.86%

#12

3% off-schedule bonus calculation methodology
10/1/2019

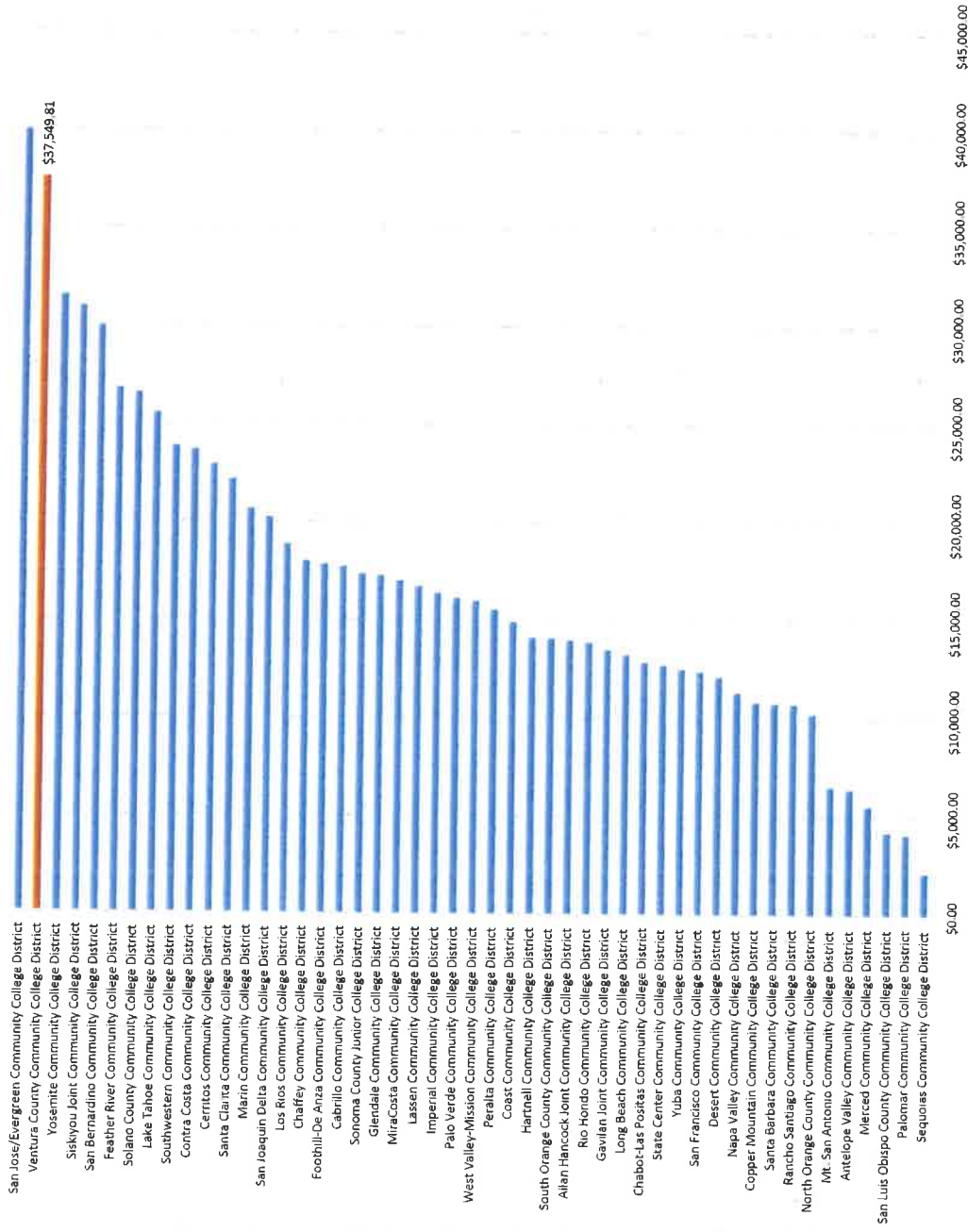
from VCCCD to AFT
1140 AM
10/1/19

A 3% bonus for FT faculty would be based on regular annual base salary earnings (not including longevity.)

PT faculty would be based on load (prorated FTE equivalent.)

Payroll would run a list of PT faculty load assignments for fall semester and a list for spring semester (not summer), then calculate the annualized load for each PT faculty. A 3% bonus would be prorated accordingly (e.g., if fall semester = 0.4 load & spring semester = 0.2 load, annualized load = 0.3 FTE).

2018 Employer Contribution - Full Time Faculty Average Annual Retirement and Health Benefits



Source: California Controller's Office GCC Website <https://publicpay.ca.gov/>

Note: Chart represents Full Time Faculty for 49 California Community College Districts.

FT Faculty = Position equal *Faculty*, *Counselor*, *Instructor* and has a listed Pension Formula (For example: 2% at 55, 2% at 62, too many formula's to identify, etc.)

Note: Contribution = Amount paid by the employer toward the employer sponsored retirement plan plus health, dental, and/or vision benefits for the employee and dependents. This amount sometimes includes payments toward the unfunded liability of the employer sponsored retirement plan. To view financial and statistical information for public employee retirement systems, please visit the State Controller's Government Financial Reports website.

for VCCT
mod 2019
for 10/11/19