Agreement Between

The Peralta Community College District

And

Peralta Federation of Teachers

July 1, 2004 – June 30, 2007

Contract Extended through June 30, 2009

College of Alameda  Laney College  Merritt College  Berkeley City College
3. COBRA benefits are paid by the employee or dependent.

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

E. Survivor Rights

1. Upon the death of the employee, the surviving spouse shall receive paid medical benefits for him/herself, all dependent children and posthumous children until all such children would no longer be eligible to receive paid medical benefits had the employee survived. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District.

   a. Only the surviving spouse and dependent children (including posthumous children) covered by the employee’s medical plan at the time of the death of the employee are eligible for this coverage.

   b. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.

   c. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District, for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified above.

   d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the remarriage of the surviving spouse.

   e. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.

   f. Coverage under the District’s medical plan will be secondary to any other medical coverage.

   g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

F. Retirees Health and Welfare Benefits

1. Definitions

   a. As used herein, the phrase “at District expense” means the District will continue to pay the entire premium for the retiree and, where covered, retiree’s eligible spouse/dependents, under the conditions specified herein.
b. As used herein, the phrase "consistent with the coverage offered to active employees at the time of retirement" means, for example, "no reduced benefits, increased co-pays, or increased deductibles." The District shall continue to cover retirees medically necessary or appropriate services, subsequently included within District plans for active employees.

c. The definitions and conditions, which apply to medical and life insurance only, as stated in Article 22.B shall apply to retiree health and welfare benefits.

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

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

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

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

b. Qualifying employees hired on or after July 1, 2004 who retire before attaining the age of Medicare eligibility (currently, age 65 with minor exceptions) will be able to continue coverage, including spousal and eligible dependent coverage, that is consistent with the coverage offered to active employees at the time of retirement, at District expense, until s/he reaches the age of Medicare eligibility (currently, age 65). When they become eligible for Medicare, these employees shall enroll in Medicare Parts A and B. Upon reaching Medicare eligibility age, the District’s obligation to pay benefits shall cease, and no other District paid benefit shall be available.

c. Any spouse or dependent of a retired faculty member who was hired on or after July 1, 2004, shall be covered during the retiree’s lifetime consistent with the coverage offered to active employees at the time of retirement, until the spouse or dependent reaches the age of Medicare eligibility (currently, age 65), or until s/he is no longer a spouse or dependent as defined in Article 22.E.1.a., b., and d. above.

d. Survivor rights: In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently, age 65), the spouse or dependent may buy the plan consistent with the coverage offered to active employees at the time of retirement, under the terms described herein, until s/he reaches the age of Medicare eligibility (currently, age 65).
c. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District’s medical plans, like any other active employee. Upon retirement, they may elect COBRA (self-pay) on the plan in which they were enrolled.

3. Faculty Members Hired Before July 1, 2004

a. Consistent with the status quo, faculty members retiring from regular contract service at the age of 55 or older with at least five years of creditable service (STRS or PERS) shall receive these retiree benefits.

b. All regular and contract faculty retiring from the District during the term of this Agreement shall be offered lifetime medical coverage at District expense that is consistent with the coverage offered to active employees at the time of retirement. This includes spouse and eligible dependents.

c. Employees hired before July 1, 2004 shall either become eligible for Medicare by paying District-reimbursed Medicare tax, or become eligible for STRS or PERS reimbursement of Medicare Part A at no cost to the employee.

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

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

d. Any spouse or dependent of a vested, retired faculty member who was hired prior to July 1, 2004, shall be covered during the retiree’s lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until s/he is no longer a spouse or dependent as defined in Article 22.E.1. a., b. and d. herein. The retiree and spouse/eligible dependent shall, upon reaching the age of Medicare eligibility (currently, age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pays 100% of the current and future costs of Medicare premiums. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

e. Employees hired prior to July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District’s medical plans, like any other active employee. However, in accordance with Article 22.F.3.c. and 22.F.3.d., above, when they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pays 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
The employee's spouse/dependents shall enroll in Medicare when eligible and no individual shall receive less coverage (explained above) as a result of enrolling in Medicare.

f. Survivor Rights: Upon the death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered to active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as s/he is no longer eligible as defined in language above.

g. The above option (Article 22.F.2.f.) shall also be applicable to dependent children.

h. All regular and contract faculty members from age 55 to 65 who retire from regular service shall be maintained (at the District's expense) through age 65 on the District group life insurance policy provided for employees through age 65. The retired employee shall have the option to convert to an individual permanent plan at his/her own expense.