

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **PALO VERDE COMMUNITY COLLEGE DISTRICT**
5 **AND THE**
6 **PALO VERDE COLLEGE FACULTY ASSOCIATION, CTA/NEA**
7 **February 7, 2023**

8 This Tentative Agreement between the Palo Verde Community College District and the Palo
9 Verde College Faculty Association, CTA/NEA, is expressly made pursuant to the Education
10 Employment Relations Act and the Collective Bargaining Agreement between the parties. The
11 following agreement is intended to update the provisions of Article 2.4.h set forth below and reflect
12 what is currently the practice. All other provisions of the Collective Bargaining Agreement shall
13 be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:
14

15 **ARTICLE 2**
16 **COMPENSATION AND BENEFITS**

17
18 [...]

19
20 2.4. HEALTH AND WELFARE BENEFITS

21
22 Health and Welfare benefits are made a part of this agreement and are included herein.
23

24 The District recognizes that the availability of several types of group insurance is of benefit to
25 the unit members. The District will cooperate with unit members and group insurance carriers in
26 assessing the need for and disseminating information about the various types of group
27 insurance and other benefits.
28

29 [...]

30
31 h. Early Retiree Health Benefits

32
33 Effective July 1, 2022, the District will pay eighty-five percent (85%) of the full-
34 time unit member cap per Article 2.4(b) (i.e., the retiree "cap") towards the health
35 benefits (medical, dental, and vision) of the retiring unit member, **spouse, and/or**
36 **dependents** under the following conditions and guidelines:
37

- 38 1. The full-time unit member must have at least ten (10)-consecutive full-
39 time years of service in the District immediately preceding retirement.
40
41 2. The unit member must have been eligible and covered under one of the
42 District sponsored health, vision, or dental insurance plans in force
43 immediately prior to retirement.
44
45 3. To be eligible for this benefit, the unit member must retire at or after age
46 55, but before age 65.
47
48 4. Unit members who are eligible coverage under provisions of this Section
49 shall notify the Human Resources Office that they are going to utilize this
50 coverage at the time of retirement and annually thereafter.
51

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101

5. The District will either pay the premium to the health and/or dental care provider (up to the amount of the retiree “cap”) with which the unit member was covered at the time of retirement, or reimburse a retiree (up to the amount of the retiree “cap” and on submission of proof of payment) should the employee purchase medical, dental and/or vision benefits directly from an insurer, such as on Covered California (i.e., an “exchange”). If a retiree turns 65 years of age within a covered year, the total reimbursement amount will be prorated to the amount of the year in which the employee is 64 years old. Such payment shall begin for the retiring unit member beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. In the event the cost of the insurance purchased directly by District on behalf of the retiree exceeds the retiree “cap,” a monthly payment of the difference shall be owed by the retiree. If the monthly payment is not received by the due date, retiree coverage may be dropped by the District. The District will cease payment of medical insurance premiums when the unit member reaches the age of 65.
6. The retired unit member may also elect to pay the premium for his or her dependents, starting at age 55 until the age of 65. Payments must be made directly to the Human Resources Office. The initial payment shall be received on or before July 10th of each year and continues on a regular monthly basis for a total of twelve (12) payments, with the additional payments to be received on or before the tenth day of the months of August through June of each year. If a monthly payment for such dependent coverage is not received by the due date, dependent coverage may be dropped by the District.
7. When the retired unit member reaches Medicare eligibility or the Age of 65, whichever comes first, the District’s obligation under this section shall cease.
8. The benefits described within this section shall neither apply to any unit members who have retired and are participating in retirement incentives before July 1, 2022, nor will past retirees become eligible for an “upgrade” to these benefits after July 1, 2022.
9. The Anthem Blue Cross HSA Plan is open as an option to retired unit members, as an alternative to other Plans described in the Contract.

i. Standard Retiree Benefits

1. Full-time faculty unit members who are 65 years of age or older and elect to retire will be eligible for benefits under the provisions of Medicare or COBRA legislation currently in effect.
2. Unit members who retire from Palo Verde College on or after January 1, 2017, will receive \$3,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage.

102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126

3. Unit members who retire from Palo Verde College on or after July 1, 2018, will receive \$4,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage.
4. Unit members who retire from Palo Verde College on or after July 1, 2019, will receive \$5,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage.

The District shall distribute the applicable agreed upon amount in one lump sum to the retiree in the July payroll of each year. This benefit shall continue until the retiree's death, and it shall not extend as a benefit of any kind to the retiree's surviving spouse or other relatives.

The parties agree that this MOU does not set precedent and may not be utilized as the basis for any current or future claim of a past practice.

Palo Verde Community College District

Palo Verde College Faculty Association, CTA/NEA



Randy Erickson (Feb 11, 2023 13:21 PST)

Richard Castillo



Derek Copple RN (Feb 12, 2023 14:51 PST)

Stephanie M. Slagan

Stephanie M. Slagan (Feb 13, 2023 15:12 PST)

Nidhi Patel

Graciela Milke

Graciela Milke (Feb 13, 2023 10:22 PST)












TA-Art-4.2.h-Retirees-2023-02-07


Final Audit Report


2023-02-13

Created:	2023-02-11
By:	Randy Erickson (rerickson@ericksonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7bAvf9otcMLxYJdLPbl4fHHIZ7JWw-Gy


"TA-Art-4.2.h-Retirees-2023-02-07" History


-  Document created by Randy Erickson (rerickson@ericksonlaw.com)
2023-02-11 - 9:19:21 PM GMT
-  Document e-signed by Randy Erickson (rerickson@ericksonlaw.com)
Signature Date: 2023-02-11 - 9:21:17 PM GMT - Time Source: server
-  Document emailed to Richard Castillo (richard.castillo@paloverde.edu) for signature
2023-02-11 - 9:21:18 PM GMT
-  Email viewed by Richard Castillo (richard.castillo@paloverde.edu)
2023-02-12 - 4:44:18 PM GMT
-  Document e-signed by Richard Castillo (richard.castillo@paloverde.edu)
Signature Date: 2023-02-12 - 4:44:47 PM GMT - Time Source: server
-  Document emailed to Derek Cople RN (dcopple@paloverde.edu) for signature
2023-02-12 - 4:44:52 PM GMT
-  Email viewed by Derek Cople RN (dcopple@paloverde.edu)
2023-02-12 - 10:51:02 PM GMT
-  Document e-signed by Derek Cople RN (dcopple@paloverde.edu)
Signature Date: 2023-02-12 - 10:51:15 PM GMT - Time Source: server
-  Document emailed to Nidhi Patel (nidhi.patel@paloverde.edu) for signature
2023-02-12 - 10:51:17 PM GMT
-  Email viewed by Nidhi Patel (nidhi.patel@paloverde.edu)
2023-02-13 - 6:18:35 PM GMT
-  Document e-signed by Nidhi Patel (nidhi.patel@paloverde.edu)
Signature Date: 2023-02-13 - 6:19:15 PM GMT - Time Source: server


 Document emailed to Graciela Milke (graciela.milke@paloverde.edu) for signature
2023-02-13 - 6:19:16 PM GMT


 Email viewed by Graciela Milke (graciela.milke@paloverde.edu)
2023-02-13 - 6:21:59 PM GMT


 Document e-signed by Graciela Milke (graciela.milke@paloverde.edu)
Signature Date: 2023-02-13 - 6:22:14 PM GMT - Time Source: server


 Document emailed to cgarcia@paloverde.edu for signature
2023-02-13 - 6:22:15 PM GMT


 Email viewed by cgarcia@paloverde.edu
2023-02-13 - 8:54:22 PM GMT


 Signer cgarcia@paloverde.edu entered name at signing as Cecilia Garcia
2023-02-13 - 8:55:22 PM GMT

 Document e-signed by Cecilia Garcia (cgarcia@paloverde.edu)
Signature Date: 2023-02-13 - 8:55:24 PM GMT - Time Source: server

 Document emailed to Stephanie M. Slagan (stephanie.slagan@paloverde.edu) for signature
2023-02-13 - 8:55:26 PM GMT

 Email viewed by Stephanie M. Slagan (stephanie.slagan@paloverde.edu)
2023-02-13 - 11:11:57 PM GMT

 Document e-signed by Stephanie M. Slagan (stephanie.slagan@paloverde.edu)
Signature Date: 2023-02-13 - 11:12:22 PM GMT - Time Source: server

 Agreement completed.
2023-02-13 - 11:12:22 PM GMT