

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **SAN LUIS OBISO COUNTY COMMUNITY COLLEGE DISTRICT** ("District"), the **CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909** ("Federation").

TERMS

The District and the Federation have agreed as follows:

An extension of MOU # 192 for the Fall 2015.

Unit members qualifying for health benefits are defined in the Cuesta College Federation of Teacher (CCFT) AFT Local #4909 Collective Bargaining Agreement (CBA), Article 4.1 through 4.6 are listed below:

- A regular, probationary or temporary faculty member assigned to work from 50% to less than 75% employed by the District at any time prior to July 1, 2006.
- A regular, probationary or temporary faculty member assigned to work 75% or more employed by the District at any time prior to July 1, 2006.
- A regular, probationary or temporary faculty member assigned to work from 50% to less than 75% employed by the District on or after July 1, 2006.
- A regular, probationary or temporary faculty member assigned to work 75% or more employed by the District on or after July 1, 2006.

For the Fall 2015 semester only, the District will allocate the Insurance Pool towards the medical premium for unit members who opt to enroll in the SISC family health benefit insurance to mitigate their out-of-pocket costs for the health insurance family rate.

- I. District allocation of funds to a health insurance pool
The District's allocation of the Insurance Pool for bargaining unit members opting for a SISC family health benefit insurance plan ("Family Rate Faculty") shall be done according to the following method:
 - A. The District shall calculate the Fall 2015 total District budgeted health and fringe insurance contribution for all bargaining unit members eligible for health and fringe benefits. The District's budgeted health and fringe insurance shall be calculated as the currently budgeted annual amounts of \$3,805.44 per benefits-eligible temporary (PT) employee (pursuant to Article 4.2) and \$7,610.88 per regular and probationary (FT) employee.
 - B. In the 10th week of the Fall 2015 the District shall calculate the actual costs it has and will incur for fringe and health insurance for bargaining members for Fall 2015, based on the bargaining unit member selection of health and fringe benefit plans for

the 2014-2015 fiscal year, or selection of an *in lieu* payment, under Articles 4.2.2.1 and 4.2.3.1 for the 2014-2015 fiscal year. The District's calculation of these costs shall include its total actual costs, including all payments for faculty medical, vision and dental insurance, plus any *in lieu* payments made to faculty members under 4.2.2.1 and 4.2.3.1 of the CCFT CBA.

- C. Next the District shall subtract its total actual costs (as calculated pursuant to I.B of this MOU) from its total annual budgeted health and fringe insurance contribution (as calculated pursuant to LA of this MOU) for the Fall 2015 semester.
- D. Finally, the District shall then subtract from the total in I.C all employer payroll-related expenses related to this MOU. The District costs will include Medicare, SUI (Unemployment), and Worker's Compensation and CalSTRS/CalPERS deductions. The current cost for these deductions is 11.42% for CalSTRS members and 20.51% for CalPERS members. This final amount calculated in I.D shall be the total for the appropriate semester and shall be sent to CCFT no later than the end of the 11th week of the fall semester.

II. Distribution of the Fall 2015 Insurance Pool

- A. The Fall 2015 Insurance Pool shall be distributed in one disbursement. CCFT will be sent a list of all bargaining unit members and their 2015-2016 insurance election along with the amount of the Insurance Pool as stated in I.D.
- B. CCFT will send the Executive Director of Human Resources & Labor Relations a list of each bargaining member and the dollar amount designated to be distributed to that individual. The District understands that the Insurance Pool shall be divided among the Family Rate Faculty in a manner where each regular and probationary Family Rate Faculty shall receive an equal distribution to one another, and each temporary Family Rate Faculty receiving one-half of the distribution to each regular and probationary Family Rate Faculty.

This result shall be calculated by the creation of "shares" for the Family Rate Faculty, where the Insurance Pool is divided by the total number of shares, with each regular and probationary Family Rate Faculty receiving two shares and each temporary Family Rate Faculty receiving one share.

Example: If there were 20 regular or probationary (FT) Participating Faculty and 8 temporary (PT) Participating Faculty eligible for a distribution from the 2015-2016 Insurance Pool, each FT Family Rate Faculty member would receive a 2/48th share of the Pool and each PT Family Rate Faculty member would receive a 1/48th share of the Pool $[(20 \times 2) + (8 \times 1) = 48]$

- C. The Executive Director of Human Resources & Labor Relations will send the CCFT distribution list to the payroll department to be included in the appropriate distribution as defined in II.D of this MOU.
- D. The District shall make this distribution to temporary and regular Family Rate Faculty, as set forth in II.A and II.B of this MOU, with the first sent to Family Rate Faculty to be included in the November 2015 payroll. The "shares" distribution will be subject to all employee payroll-related deductions including CalSTRS/CalPERS, and federal and state taxes.

Proposed Distribution Schedule:

- Calculation will be done no later than the 10th week of the fall semester.
- List of FT and PT Faculty with their benefit plan selection and the calculation amount to CCFT no later than the 11th week of the fall semester.
- Distribution decision from CCFT no later than the 12th week of the fall semester.
- Distribution list to Payroll no later than the 13th week of the fall semester.

This MEMORANDUM OF UNDERSTANDING supersedes any MOU(s) regarding the assignment of Human Patient Simulator Liaison. By their signatures below, the signatories certify that they are authorized representatives of either the District or the Federation and that any and all actions necessary for the parties to ratify and accept this MOU as a binding agreement have been completed in the manner required by that party. Upon the affixing of the signatures below, this MOU is entered into without the need for further ratification and acceptance.

ACCEPTED AND AGREED TO:

Debra S. Stakes 7/23/2015
 Debra Stakes, President Date
 CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

Gilbert H. Stork 7/16/2015
 Gilbert H. Stork, Ed.D. Date
 Superintendent/President
 SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

