

Letter of Agreement for Extension of the Collective Bargaining Agreement Between the Peralta Community College District and the Peralta Federation of Teachers through June 30, 2011

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

1. The parties' Collective Bargaining Agreement in effect during the period of July 1, 2009 through June 30, 2010, shall be and hereby is extended for the period of July 1, 2010, up to and including June 30, 2011. This agreement shall be known as the 2010-2011 Agreement.
2. All dates and provisions specified in the 2009-2010 Agreement will be extended to reflect the 2010-2011 Agreement.
3. Upon expiration of the 2010-2011 Agreement, the terms and conditions of the 2009-2010 Agreement shall continue in effect until a new agreement is adopted.
4. Medical benefit difference.
 - a. Projected Increase. Medical benefits costs are projected to increase in 2010-11 over the 2009-10 expenditures, the PFT and District estimate the increase to be about \$550,000.
 - b. Faculty "contribution." After joint PFT/District consultation with the District's Benefits Broker, the PFT agrees to "reimburse" the District a sum to be determined as provided herein, to compensate for any *actual* increase in full and part-time faculty unit medical benefits costs, for 2010-2011, compared to 2009-2010. This shall be known as the "faculty contribution." This contribution shall be credited as provided herein. The term "*actual*" as used in this agreement refers to its ordinary dictionary definition, that is the "existing in fact" difference, amount, faculty contribution or increase, as the case may be.
 - c. Crediting of the faculty contribution:

The faculty "contribution" shall result from the following "cuts," which shall be implemented, unless any cuts herein *are unnecessary* due to *actual* financial conditions:

- i. Rescind 3.0 FTEF Sabbaticals for 2010-2011 = \$135,000
 - ii. Suspend staff development funds for 2010-2011 = \$120,000
 - iii. Rescind Tenure Review Stipends for 2010-2011 = \$ 66,000 (unpaid TRC participation will be credited towards contract faculty's evaluation obligation)
 - iv. Reduce TRC facilitator Release time for 2010-2011 by .2 = \$9000
 - v. Reduce District Staff Development Officer's Release Time for 2010-2011 by .5 = \$27,000
 - vi. Reduce SLO Coordinators' Release Time for 2010-2011 by .2 = \$9000
 - vii. Reduce Distance Ed Coordinators' Release Time for 2010-2011 by .2 = \$9,000
 - viii. Reduce Department Chair Release time for 2010-2011 by 4.0 FTEF = \$180,000
- d. If the amount of the "faculty contribution" made for 2010-2011 exceeds the actual amount of the

required faculty contribution, then the actual amount of the excess faculty contribution for 2010-2011 shall be restored to the faculty with the beneficiary of the excess contribution determined as provided for in negotiations between the PFT and the District. (See # 5 below.) If the parties cannot agree on how the restoration shall be accomplished, then the restoration shall be determined by an arbitrator, selected in accordance with the parties Agreement.

If the "faculty contribution" is less than the actual amount of the required faculty contribution, then the PFT agrees to make up the difference with an additional faculty contribution. The contribution shall be made up of the elements set forth above. If the elements of compensation above are insufficient to make up the excess, additional compensation shall be determined in negotiations between the PFT and the District. If the parties cannot agree on how the additional contribution shall be accomplished, then the source of the contributions shall be determined by an arbitrator, selected in accordance with the parties Agreement.

Calculation of the actual "Medical Benefit difference." The actual difference shall be determined by calculating the total cost actually attributed to the faculty unit for health benefits, for 2010-2011, compared to the total cost actually attributed to the faculty unit for health benefits for 2009-2010

e. Information. In the course of its calculations and reconciliation, the District shall promptly share all information and calculations with the PFT.

5. Reconciliation. The District shall reconcile the *actual* faculty contributions and faculty obligations resulting from the above provisions, midyear, no later than December 1, 2010, and a final reconciliation on August 1, 2011, unless extended by mutual agreement of PFT and the District. Any disputes concerning the District's calculations shall be negotiated between the PFT and the District. If not resolved, PFT may grieve the matter as provided for herein.

Following the December reconciliation, the PFT and the District will adjust the faculty contribution as required. If it is determined that the faculty contribution is greater than the projected benefit costs, the contribution will be reduced and the savings will be used to restore department chair released time. If it is determined the contribution is not enough, additional released time will be reduced from the department chair allocation.

The parties agree all department chair release time reductions will occur in the spring 2011 semester. If a department chair decides s/he does not wish to serve in the spring semester because of the reduced released time, new department chair elections will be conducted following the procedures outlined in Article 14 of the contract. The regular department chair election process will resume in spring 2011.

Following the August 2011 reconciliation, 4 d. above will be followed to resolve outstanding obligations by either party.

6. The PFT and PCCD recognize the economic situation is dynamic and the District's fiscal situation for 2010-11 depends on many factors. Therefore, either party may request a reopener of this agreement at any time in order to discuss issues regarding the District's finances, budget and/or expenditures.
7. Part-time faculty who lost classes and/or assignments as a result of the 2009-10 and 2010-11 budget cuts will be considered active employees for purposes of rehiring. Their names will continue to appear on the District's Eligibility List (Article 30-D), and the colleges will make a good faith effort to employ them before new part-time faculty are hired. Part-time faculty who were in the preferred hiring pool as of fall 2009 and who subsequently lost their eligibility because of the 2009-10, 2010-11 budget cuts will retain their status in the preferred hiring pool. They will also retain their hiring pool base load from Fall 2009 if that is greater than the calculated base load for 2009-10 or 2010-11 and shall be called by their deans when classes re-open.
8. Any cuts made in this agreement during 2010-11 shall be considered "one time only" and shall *sunset* on June

30, 2011. They shall not be considered *status quo* going into the next contract.

9. Consistent with all side-letters between the parties, any disputes over the misinterpretation, misapplication or violation of this side-letter are subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.
10. This Agreement is subject to approval of the PFT in accordance with its procedures, and, thereafter, to approval of the PCCD's Board of Trustees.

Dated: 4/30/10

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District: W.R.A.

PFT: DW