

**Side Letter Agreement for Extension of the Collective Bargaining Agreement  
Between the Peralta Community College District and the Peralta Federation of Teachers  
through June 30, 2012**

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 Agreements in effect during the period of July 1, 2009 through June 30, 2011, shall be and hereby are extended for the period of July 1, 2011 up to and including June 30, 2012, or at such time a new contract is agreed to by the parties, whichever occurs first, except for paragraphs 4 and 5 of the Agreement ending June 30, 2011, which is superseded by paragraph 4 of this "Side Letter". This agreement shall be known as the 2011-2012 Agreement (Side Letter Agreement).

2. All dates and provisions specified in the 2009-2010 and 2010-11 Agreement will be extended to reflect the 2011-2012 Agreement.

3. Upon expiration of the 2011-2012 Agreement, the terms and conditions of the 2009 - 2010 Agreement shall continue in effect until a new agreement is adopted.

4. Medical benefit increase contribution.

a. Projected Increase. Medical benefits costs are projected to increase in 2011-12 over the 2010-11 expenditures.

b. Faculty "contribution." After joint PFT/District consultation with the District's Benefits Broker, the PFT agrees to "reimburse" the District as follows during 2011-12:

1. Rescind 3.0 FTEF Sabbaticals for 2011-12 = \$132,000

2. Suspend staff development funds for 2011-12 = \$120,000

3 Rescind Tenure Review Stipends for 2011-12 = \$ 66,000

(unpaid TRC participation will be credited towards contract faculty's evaluation obligation)

4. Reduce TRC facilitator Release time for 2011-12 by .2 = \$9000

5. Reduce District Staff Development Officer's Release Time for 2011-12 by .5 = \$22,000

6. Reduce SLO Coordinators' Release Time for 2011-12 by .2 = \$9000

7. Reduce Distance Ed Coordinators' Release Time for 2011-12 by .2 = \$9,000

8. Reduce Department Chair Release time for 2011-12 by 7.65 FTEF = \$ 340,000

5. The PFT and Peralta recognize the economic situation is dynamic and the District's fiscal situation for 2011-12 depends on many factors. Therefore, either party may request a reopening of this agreement at any time in order to negotiate issues regarding the District's finances, budget and/

or expenditures.

a. The PFT agrees that if the governor's proposals do not pass in June, 2011, reopeners shall include but not be limited to negotiations of:

1) additional temporary (one-year) cuts to release time for department chairs, TRC facilitators, district Staff Development officer, SLO coordinators and Distance Ed coordinators,

2) temporary (one-year) partial step/column cutbacks or a complete temporary (one-year) freeze on step/column movement for contract faculty.

3) temporary (one-year) progressive cuts to the salary schedule (a greater percentage cut for faculty at higher salaries)

b. If this Agreement is reopened in regard to the health plan, any subsequent agreement or provision providing for reductions in health plan coverage or increases in the cost of health plan coverage, arising out of these reopened negotiations, or any subsequent impasse, shall not apply to faculty who retire after June 30, 2011, but prior to the parties executing an agreement reducing coverage or increasing in the cost of co-pays or deductibles of the health plan, or before any such changes are imposed. As used herein, the term "health plan coverage" is as defined in the 2007-2009 Agreement. In the event the parties execute an agreement for, or the District imposes any health plan changes which reduce coverage or increase the cost of coverage for the retiree and his/her covered spouse/dependents, the District shall provide at least 30 working days notice to faculty of their opportunity to retire prior to any such coverage changes taking effect as to said retirees and their covered dependents/spouse. Any individual retiring prior to such changes being agreed to or imposed shall retire under the coverage in effect before any such changes, which shall apply to the retiree and covered spouse/dependents.

6. Part-time faculty who lost classes and/or assignments as a result of the 2009-10, 2010-11 and 2011-12 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, 2011/12 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, 2010/11 or 2011/12 and shall be called by their deans when classes re-open.

8. Any cuts made in this agreement during 2011-12 shall be considered "one time only" and shall *sunset* on June 30, 2012 unless the parties agree otherwise. They shall not be considered *status quo* going into the next contract unless the parties agree otherwise.

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. PFT agrees to work with the District in an attempt to find other mutually agreeable ways to alleviate the current budget crisis.

11. This Agreement is subject to approval of the PFT in accordance with its procedures, and, thereafter, to approval of the Peralta Board of Trustees.

By: Wise E. Allen  
Wise Allen, Chancellor  
Peralta Community College District

Date: 3/25/11

By: Trudy Largent  
Trudy Largent, J.D.  
Vice Chancellor for Human Resources & Employee Relations  
Peralta Community College District

Date: 3/25/11

By: Debra Weintraub  
Peralta Federation of Teachers

Date: 3/25/11

By: Debra Weintraub  
Debra Weintraub, President  
Peralta Federation of Teachers

Date: 3/25/11