

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PRESENTED BY:

Prepared by: _____ Date: _____
Thomas Smith, Vice Chancellor for Finance and Administration

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 5/5/09
Thomas Smith, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved
(Note: *as continued rollout plan*)

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 5/5/09
Elihu Harris, Chancellor

The District's proposal on 1-year Extension
April 17, 2009

TENTATIVE AGREEMENT BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 39)

This is to acknowledge that the parties have agreed to renew the Agreement between the Peralta Community College District (the "District") and the International Union Operating Engineers, Local 39 (the "Union with all terms and conditions to remain in full force and effect through June 30, 2010).

The Union expressly agrees that the attached Expedited Arbitration provision (Article 8.9) of the Agreement shall continue through June 30, 2010.

It is agreed and understood that the salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State for Fiscal Year 2008-2009 and 2009-2010. Reopener on any new general fund, growth money and non-designated money coming into the District for Fiscal Year 2008-2009 and 2009-2010.

Consistent with the established apprenticeship training program between the District and the Union, the District shall make an annual contribution to the Local 39 Stationary Engineer Apprenticeship Training Fund. The annual payments shall be made in January of each year of this agreement by the District in the amount of \$300.00 for each Stationary Engineer and Assistant Chief Stationary Engineer represented by the Union employed on a full-time, paid status by the District on December 31st of the proceeding year.

This renewal is subject to the approval of and ratification by the Union and the Peralta Community College District Board of Trustees. Once this renewal is fully executable, it shall remain in effect until the completion of a binding successor agreement by the parties, which shall supersede this contract renewal.

Signed and entered into this 17th day of April, 2009.

FOR THE DISTRICT:

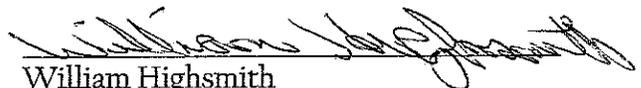


Thomas Smith
Vice Chancellor for Finance
and Administration, PCCD

FOR THE UNION:



Gilbert Rojo
IOUE Local 39
Business Representative



William Highsmith
Chief Steward, Peralta Community
College District, IOUE Local 39

8.9 Expedited Arbitration

The parties have a mutual interest in resolving suspension appeals in a timely and efficient manner. As a pilot project, for the duration of the agreement through June 30, 2009, the parties have agreed to an expedited arbitration process for suspensions of not greater than thirty (30) calendar days.

- a. At the expedited hearing, the arbitrator may receive testimony and other evidence, interview witnesses and conduct whatever investigation he/she deems appropriate and issue a bench decision. If a bench decision is not possible, then a written award shall be rendered to the Director of Employee Relations no later than thirty (30) calendar days after the hearing.
- b. The hearings shall be conducted without attorneys present for either party and without post-hearing briefs. Each party shall have no more than 2-1/2 hours to present its case. The Director of Employee Relations shall forward the award to the Board of Trustees for consideration at its next regular meeting. The Board shall adopt the arbitrator's award.
- c. The parties shall bear its own expenses related to the expedited hearing, provided however that the fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator rules. The party requesting cancellation of a scheduled hearing shall bear the full cost imposed by the arbitrator. If either party fails to appear before a scheduled hearing date, the other party shall present their case and the arbitrator shall issue a bench decision based on the information provided at the hearing.