

**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 of Operating Engineers, Local 39 (the "Union") with all terms and conditions to remain in full force and effect, except as noted below, through June 30, 2011.

In exchange for a one (1) year renewal of the existing contract, the Peralta Community College District and the Union agree to the following:

1. Due to the District's financial condition as a result of decreased state funding and the District's structural deficit, the Peralta Community College District is asking the Union to cover increases in the cost of health benefits coverage for its members in the 2010-2011 Budget Year over the costs incurred during the 2009-2010 Budget Year.

As such the Union agrees to six (6) furlough days in order to cover a portion of the District's additional costs in health benefits for IUOE Local 39 members. There will be no more than (1) furlough day in a month. It is further agreed that the furlough days will be as follows:

- a. July 2010 – One day at the employee's preference. Must notify supervisor by July 1, 2010, or the manager will schedule the date at his/her discretion.
 - b. August 2010 – One day at the employee's preference. Must notify supervisor by July 15, 2010, or the manager will schedule the date at his/her discretion.
 - c. November 2010 – One day at the employee's preference. Must notify supervisor by October 1, 2010, or the manager will schedule the date at his/her discretion.
 - d. December 2010 – Last business day prior to Christmas Eve holiday.
 - e. January 2011 – The next business day after the New Year's Day holiday.
 - f. April 2011 – Either Friday, April 15 (Last day before Spring Break) or Monday, April 25 (First day after Spring Break)
2. The structural deficit that is referenced in item 1 is currently estimated to be in excess of \$23 million. (This amount is greater than the total budgets of three of the four Peralta Colleges.) The PCCD budget picture continues to change as the District's financial picture is being examined and revised by the District's recovery team. In addition to increased costs for health care benefits, there will also be an increased rate in the District's required contribution to PERS for each employee. Furthermore, the Legislative Analyst now anticipates that, rather than the original projection of no increase in growth, the State of California will actually decrease the apportionment to Peralta Community College District by an estimated \$4 million. This anticipated \$4 million in decreased apportionment from the state is reflected in the current structural deficit projection of \$23 million.

As a result of this emerging budget information, the District and IUOE Local 39 agree to reopen negotiations no later than the October 11, 2010, to address IUOE Local 39's share in absorbing the anticipated additional decreases in revenue.

3. The Union expressly agrees that the Expedited Arbitration provision (Article 8.9) of the Agreement shall continue through June 30, 2011.
4. It is agreed 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 2010/2011. Reopener on any

new general fund, growth money and non-designated money coming into the District for 2010/2011.

5. It is agreed that Article 12.10, At Home Contact, of the Agreement shall be amended to read as follows:

When it becomes necessary for an on-duty member or manager to contact an off-duty employee relative to or in conjunction with the continuation of a program or service, an employee or manager may contact an off-duty member for the purpose of requesting information or direction and such off-duty member will be compensated for one (1) hour of compensatory time or overtime. An off-duty member who is contacted between the following hours, or while on vacation, based on regular shift assignments, will be compensated for two (2) hours of compensatory time or overtime.

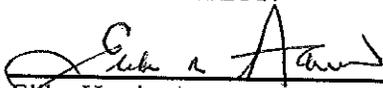
<u>SHIFT</u>	<u>Contact between</u>
Day	10:00 PM and 7:00 AM
Swing	1:00 AM and 9:00 AM
Grave Yard	9:00 AM and 5:00 PM

The contacted member will fill out a Classified Time sheet requesting payment as overtime or compensatory time.

6. It is agreed that Article 9.12 (B) is amended to include "Berkeley City College Custodian" as one of the locations.
7. Contract Duration: One year July 1, 2010 through June 30, 2011.
8. The District proposes to exchange the Holiday observance of Admissions Day to a Holiday Observance of Cesar Chavez Day, which will be observed on the last day of the Spring Break, subject to approval by the Peralta Community College District Governing Board. For the current Academic Year, this would be Friday, April 22, 2011.
9. 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 completion of a binding successor agreement by the parties, which shall supersede this contract renewal.

Signed and entered into this 29th day of June, 2010.

FOR THE DISTRICT:

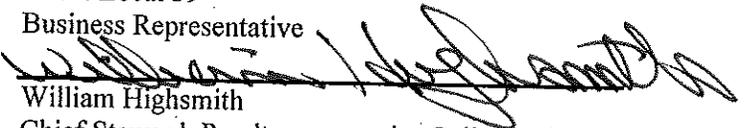

Ethu Harris
Chancellor

 6/25/10
Wise Allen
Vice Chancellor for Educational Services


David Betts
Deputy Director of Human Resources

FOR THE UNION:


Gilbert Rojo
IUOE Local 39
Business Representative


William Highsmith
Chief Steward, Peralta community College District,
IUOE Local 39