1ST AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
&
AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

Pursuant to Article 1 of the Collective Bargaining Agreement between the San Francisco Community College District and American Federation of Teachers Local 2121 (CBA), the parties have conducted reopener negotiations on contract issues. This document amends the CBA now in effect for the time period October 22, 2009, through June 30, 2012.

After the Union ratifies and the Board of Trustees adopts this amendment to the CBA (1st Amendment), the parties shall construct a complete document integrating the CBA and this 1st Amendment. Such document shall be finalized and published on the web page of the Employee Relations Office, indexed at http://www.ccsf.cc.ca.us/Info/.

I. MODIFICATIONS TO THE EXISTING AGREEMENT

COMPENSATION/SALARIES, Article 20

Article 20, as revised, appears at ATTACHMENT 1. This amendment addresses compensation for the 2010-2011 academic year, modifying Section A only.

FRINGE BENEFITS, Article 21

Article 21, as revised, appears at ATTACHMENT 2. This amendment (1) modifies the District’s contribution for employee medical insurance premiums in Sections A and B retroactive to July 1, 2010, contingent on ratification by the parties in Fall 2010, and (2) revises the hold harmless provision on fringe benefit eligibility for part-time faculty to continue it for the 2010-2011 academic year provided department chairs or deans certify by Spring 2011 that part time faculty members retaining eligibility under this provision did not voluntarily reduce their respective assignment. Finally, Article 21, as revised adds a new Section G addressing how the District will treat mandated increases by CalSTRS, if any, during the term of this Agreement.

Dated: June 24, 2010
/s/
Chris Hanzo
for AFT Local 2121

Dated: June 24, 2010

for the District
ATTACHMENT 1 – Amendment to Article 20

ARTICLE 20 – COMPENSATION/SALARIES

A. Compensation

1. 2009-2010, 2010-2011 and 2011-2012 Academic Years

1.1 In 1998, the Union and the District agreed to a pay formula which provided that bargaining unit wage rates would be increased by cost of living adjustments (COLA), if any, for community colleges contained within the adopted State budget for each academic year. The parties agree that it is a shared goal to pass on as much of new revenue as possible, including the State COLA, to be used for improving faculty compensation. At the same time, the parties acknowledge that due to the escalating costs of fringe benefits, including retiree health coverage, it may not be possible to increase bargaining unit wage rates by the full percentage rate of the COLA in each fiscal year. As reflected in the agreement on compensation for 2007-2008, AFT has acknowledged the District’s expressed interest in accounting for the following factors in a revised formula: consolidation of part-time positions into additional full time positions (beyond replacement hires); increasing costs to health insurance premiums; and costs associated with opening new facilities. The District also acknowledges AFT’s interest in considering other factors, including calculation of proportionate share, inclusion of full growth revenue, and inclusion of other revenues or other resources. The parties have committed to negotiating for a revised compensation formula in reopener negotiations and will continue to work collaboratively to address these interests, which may result in changes in the formula.

1.1.1. Effective Academic year 2009-2010, and subject to agreement by all District bargaining groups to a wage freeze for 2009-2010, the payment of salary steps per Article 20.C shall not be provided for the 2009-2010 academic year.

1.1.2. Bargaining unit members who retire from District service with an effective date on or between July 1, 2009 and June 30, 2010, and who would have been entitled to a salary step for the 2009-2010 academic year, shall receive a retroactive salary step increase. This retroactive salary step increase shall cover the period from July 1, 2009 through June 30, 2010, as appropriate.
1.1.3 It is not the intent of the parties to deprive those eligible for salary steps of the benefit of step increments in the future. As such, when new ongoing revenue becomes available, including a possible future State COLA, the parties are committed first to restoration of the lost salary increments, above other compensation priorities identified herein, and with the acknowledgement that this may affect the availability of ongoing revenues for allocation to an across-the-board increase.

1.1.4 Effective academic year 2009-2010, the District shall modify column placement for current, Child Development and Family Studies non-MA discipline full- and part-time faculty who would have been assessed under revised initial salary placement criteria pursuant to Article 20.B.2 as stipulated by the parties.

1.1.5 For academic year 2010-2011, an annualized percentage deduction shall be made from all unit members calculated to produce a total dollar amount equivalent to the following:

(1) the estimated cost of full-time salary and pro-rata step advancement for 2010-2011 (estimated at $1,571,784 as of June 16, 2010); plus

(2) the estimated cost of the District’s additional contribution towards medical premiums of unit members during 2010-2011 (estimated at $446,780 as of June 16, 2010); minus

(3) $1 million in savings to be realized from reduction of unit members’ assignments related to tenure review, day-to-day substitution, and other non-instructional work; plus

(4) $250,000 to account for any potential shortfall in savings realized from (3) above.

1.1.5.1 By August 15, 2010, the parties will revise the estimates of (1) and (2) above using Fall semester data. The annualized percentage deduction from unit members’ pay will begin on or about September 15, 2010, subject to ratification of the Agreement by the parties.

1.1.5.2 In April/May of 2011, the parties will meet to determine the actual amount in savings from (3) above. Any amount in excess of $750,000, and up to a maximum of $250,000, will be refunded or otherwise credited to unit members.
1.1.5.3 In April/May of 2011, the parties will reconcile the actual cost of (1) and (2) above with the amounts deducted under 1.1.5.1 to determine if any further refund or credit is due to unit members.

1.1.5.4 For future negotiations purposes, and in accord with past application of the salary formula, AFT shall receive credit for its proportionate share of total 2010/11 unrestricted District resources, excluding any transfer in from the Board designated reserve, in excess of $192,633,701.

1.1.6 Salary step advancement and pay shall resume during 2010-2011 in accord with Article 20.C. Restoration of lost salary increments for Academic Year 2009-2010 shall not occur but will remain a priority in future negotiations in accord with Section A.1.1.3.

1.1.7 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011 and who otherwise would have been at a higher step in 2010-2011 but for the 2009/10 step freeze shall receive a retroactive salary step increase covering the period from July 1, 2010 through June 30, 2011 as appropriate.

1.1.8 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011, shall have their salaries made whole for 2010-2011 by refunding to them any deductions made per Section A.1.1.5 above.

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ATTACHMENT 2 – Amendment to Article 21

ARTICLE 21 – FRINGE BENEFITS

A. Fringe Benefits – Full-time Employees

1. Medical

The District shall continue to provide medical care insurance programs to Contract and Regular Full-time employees, and other employees who were covered as of September, 1981, in accordance with provisions of the City Charter.

1.1 Subsequent to ratification by the parties in Fall 2010 and retroactive to July 1, 2010, the District shall modify its 2009-10 semi-monthly contribution for employee medical insurance premiums to:

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<thead>
<tr>
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<th>Member Only</th>
<th>Member + 1 Dependent</th>
<th>Member + 2 or More Dependents</th>
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</thead>
<tbody>
<tr>
<td>Kaiser</td>
<td>$4.42</td>
<td>$164.74</td>
<td>$207.55*</td>
</tr>
<tr>
<td>All other plans</td>
<td>$26.00</td>
<td>$226.00</td>
<td>$302.33*</td>
</tr>
</tbody>
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*these rates include the $200 additional District annual contribution ($8.33 semi-monthly) to unit members with employee plus two or more family members.

1.2 Effective Fall Semester 2000, in addition to the benefits in Section 21.A.1.1 above, for full-time employees who elected coverage for employee plus two or more family members, the District shall pay a $200 flat sum partial reimbursement of each employee’s contribution to Dependent Care Health Benefits.

B. Fringe Benefits – Part-Time Employees Medical and Dental/Orthodontia

1. Eligibility

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1.1.4.1 For Academic Year 2009-2010 in light of the fiscal crisis and course and schedule reductions prior to the beginning of the Fall and/or Spring semester(s), the
District shall not deem part-time faculty ineligible for health and dental coverage provided they were (1) eligible for health and dental benefits in the prior semester, and (2) continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. The parties may reopen this provision of the agreement to discuss whether the provision should be continued beyond the 2009-2010 Academic Year.

Section 1.1.4.1 continues for Academic Year 2010-2011; provided, however, that no later than spring 2011, the appropriate Department Chair or Dean must certify that a part-timer retaining eligibility under this Section did not do so through a voluntary reduction in their assignment.

*   *   *   *   *   *   *   *   *

3. Health Insurance

3.1 Eligible employees will be provided coverage as long as they remain eligible during the academic year. (See 21.B.1 et. seq.)

3.1.1 Subsequent to ratification by the parties in Fall 2010 and retroactive to July 1, 2010, the District shall modify its 2009-10 semi-monthly contribution for employee medical insurance premiums to:

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*these rates include the $200 additional District annual contribution ($8.33 semi-monthly) to unit members with employee plus two or more family members.

3.1.2 Effective Fall Semester 2000, in addition to the benefits in Section 21.B.3.1.1 above, for temporary, part-time employees who elected coverage for employee plus two
or more family members, the District shall pay a $200 flat sum partial reimbursement of each employee’s contribution to Dependent Care Health Benefits.

3.2 Coverage shall commence on the first day of the pay period following the first payroll deduction.

3.3 Coverage shall cease on the last day of the pay period in which termination occurs.

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G. (New) CalSTRS Contribution Increase

In consideration of the contributions made by the faculty bargaining unit to balancing the District budget in recent years, the District will consider any increase mandated by CalSTRS during the term of this Agreement as a challenge that will not be borne solely by the employees who are STRS members but instead as a cost to be addressed as part of the District’s overall plan for addressing its budget gap.