

Article 14: Special Assignments

H. Other Special Assignments

The process for the development of other special assignments that exceed 1.5 equated hours per week and not already set forth elsewhere in the Contract, Appendix or Board Policy (such as Senate and Curriculum Committee assignments) shall be as follows:

1. The development of the special assignment shall be at the sole discretion of the College President or Vice Chancellor of Academic Affairs. The placement of any faculty member in any such special assignment shall be by mutual agreement between the faculty member and either the District administration or College President or designee. Any such special assignments created pursuant to this Article shall be:
assigned as load for full time faculty
2. For new and renewing special assignments under this Article the College President, Vice President, or Vice Chancellor of Academic Affairs (if a District Office assignment) shall notify College faculty of the availability of the assignment via a general email at least ten (10) working days before a final selection is made. The notification and selection process may take place during the semester prior to the start of the new assignment or during summer session but shall not take place during intersession or during a period when the College is not in session.
3. The email announcement shall include:
 - a. Notice that faculty are required to submit a "Statement of Interest" via email to the President and/or the appropriate Vice President or Vice Chancellor.
 - b. The length of the assignment, including a starting and ending date.
 - c. The amount of time described as hours per week for the assignment.
 - d. The amount of time (or load) expected for completion of the assignment. If assignments exceed hours in the initial posting, reposting is required.
 - e. Notice whether the assignment is "ancillary," as defined pursuant to Education Code 87482.5 subsection (c)(i). Ancillary assignments shall not count towards the 67% maximum load.
 - f. The required and/or desired skills for the assignment.
 - g. A description or summary of the responsibilities of the assignment.
 - h. Notice of the selection process for the assignment, which shall be defined as the President or Vice Chancellor of Academic Affairs reviewing the submitted Statements of Interest and making a decision.
 - i. Notice of whether or not the President or the appropriate Vice President or Vice Chancellor is planning to conduct interviews for the assignment, which shall be at their sole discretion.
 - j. The assessment process for the assignment following the conclusion of the assignment.
 - k. Notice that the President or Vice Chancellor of Academic Affairs has the right, at their discretion, not to continue the faculty member in the special assignment after the posted ending date, and that this decision shall not be subject to the grievance procedure.

4. When a faculty member is chosen for a special assignment, the member shall be notified via email within five (5) working days after the selection is made. The email shall include the complete announcement (#3 above).
5. Each faculty member chosen for a special assignment shall be compensated at the faculty member's non-instructional rate as part of their load.
6. The District's choice of faculty member for an assignment under Article 14.H shall not be subject to the grievance procedure, but any allegation that the District failed to follow the process outlined above shall be subject to the grievance procedure.

Article 18: Hours, Workload, Class Size

A. Faculty Assignments

- 7. Part-time and extra service office hours:
 - a. Office Hours shall be defined as follows whenever possible:
 - (i) Face-to-face classes: office hours shall be on campus (or at a location where class is held) at a designated time and location.
 - (ii) Online classes: office hours shall be online at a designated time.
 - (iii) Hybrid classes: office hours may be either online or in-person at a designated time and location.
 - b. Office hour compensation shall be included in monthly part-time faculty salary payments. Paid office hours shall not count towards the 67% load under Education code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
 - c. The District and PFT agree that office hours for part-time faculty contribute to student success. Increasing the existing office hour compensation language in Article 18.7(1) is projected to be an annual ongoing cost of \$1.6 Million. To fund the Paid Office Hours Program, the District will use funds dedicated to student success. The potential funding sources are as follows:
 - (i) Student Equity funds from the State Chancellor's Office.
 - (ii) State reimbursement provided to the District for paid office hours, under the State Chancellor's guidelines.
 - (iii) General Funds or Measure B
 - (iv) Office Hours shall be defined as follows:
 - (v) Face-to face classes: office hours shall be on campus (or at location where class is held) at a designated time and location.
 - (vi) Online classes: office hours shall be online at a designated time.
 - (vii) Hybrid classes: office hours may be either online at a designated time and location.
 - d. Office hour compensation shall be included in monthly part-time faculty salary payments and paid at the regular non-instructional rate.
 - e. Paid office hours shall not count towards the 67% load under Education Code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
 - f. Part-Time Faculty. Eligibility to Participate in the Paid Office Hours Program:
 - (i) Effective Fall 2017, part-time instructional faculty will be compensated for office hours at their non-instructional rate for full semester classes. This program is in effect during the regular academic year only.
 - (ii) The following assignment formula shall be used to pay for part-time office hours during regular semesters and office hours for all instructional faculty during summer and intersession:

<u>INSTRUCTIONAL LOAD</u>	<u>PAID OFFICE HOURS</u>
0-2.99 equated hours	0
3-5.99 equated hours	1

6-8.99 equated hours	2
9 or more equated hours	3

D. Class Size

1. The minimum class size shall be set at 18 for all classes.
2. In cases where other open sections do not exist within the District, exceptions to the minimum class size shall include:
 - a. Classes required for transfer, where no equivalent option exists;
 - b. Classes required for completion of a certificate or degree;
 - c. Classes where there are a limited number of work stations; and
 - d. Sequential classes.

Courses falling below the minimum class size shall be determined by the Vice President with input from the faculty within each discipline and with the concurrence of the Vice Chancellor of Educational Services.

The specific courses excepted from the minimum class size policy shall listed by title, course numbers, day, time and minimum number of students to be enrolled and shall be certified by the Vice Chancellor of Educational Services or designee fifteen (15) days (or more) prior to the beginning of the term. A copy of the list shall also be sent electronically to the President of the PFT on the same timeline.

3. The PFT and the District agree to establish a joint committee, comprised of three administrators appointed by the Vice Chancellor of Educational Services and three faculty (one appointed by the PFT president, one appointed by the DAS president and one joint PFT/DAS appointment), to review and make recommendations to the Chancellor on the criteria, process, and timeline used to determine when so called "low enrolled" courses will be canceled or continued. This committee will meet twice annually in November and April after schedules are published.
4. The maximum class size shall be limited to the number of work stations or the physical limitations of the facility as made available by the District. In no case shall maximum classroom occupancy exceed maximum allowable occupancy as established by the fire department in the county in which the class is conducted.
5. The maximum class size for any course in the English Department and the ESOL Department where the primary objective is to teach writing shall be 30, any larger class size to be by mutual agreement. The courses covered by this clause include English C1000, C1000E, C1001, 1B, 10A, 10B, all Creative Writing classes and Advanced Composition classes, and all ESOL composition classes. The computer will be set for a maximum of 35 students for the above classes until the first day of classes, and thereafter up to 30 students, up to and including the last day to add classes.

6. The maximum class size for any ESOL class where the primary objective is not to teach writing shall be 35, any larger class size to be by mutual agreement. The computer will be set for a maximum of 35 students up to and including the last day to add classes. The maximum class size may not exceed the number mandated by applicable governmental regulations.
 7. The maximum class size may not exceed 40 except by mutual agreement of the faculty member, department chair department chair, and administration.
 8. Except for error or inadvertence, no regular session class shall be canceled after the first week of classes and no short-term class shall be canceled after census.
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ARTICLE 21 SALARY

B. Salary Increases

2. Fiscal Year 2025-2026

Effective January 1, 2026, the District will provide a ONE-TIME off-schedule payment equal to 01.75% to all members of PFT 1603 as follows:

Full-Time Employees:

A ONE-TIME off-schedule payment equal to 01.75% shall be made to all 1.0 FTE employees who are employed as of February 1, 2026, equivalent to their annual salary as of the same date.

Part-Time Employees:

A ONE-TIME off-schedule payment equal to 01.75% shall be made to all part-time employees based on the base load for the Fall 2025, Intersession 2026 (as applicable), and Spring 2026 semesters. This base load shall be calculated using February 1, 2026, as the calculation date for the Spring course assignments.

H. Temporary (Part-Time) Employees

1. Part-time temporary faculty employees shall be paid on a semester basis in five equal monthly installments.
2. Part-time temporary faculty shall be paid based on the equated hours assigned at an hourly rate equal to that of full-time faculty. The hourly rate shall be determined using the appropriate yearly salary with a 40 hour work-week and 35 week year for all full-time faculty.
3. Part-time temporary employment after retirement see Article 29 C.
4. In all instances it shall be the faculty member's responsibility to inform the District of academic work completion for column advancement on the salary schedule (A-E). All documentation must be submitted to the District Personnel Office by the end of the fourth week of instruction.
5. It shall be the District's responsibility to move faculty members on experience steps if such experience occurs in the Peralta District.

O. Late Payment Penalty

1. Eligibility
 - a. Late payment penalties shall not apply to underpayments resulting from improper initial salary placements for the first two (2) pay cycles after first rendering service as a new full- or part-time faculty.
 - b. This agreement shall not apply to underpayments equal to less than 5% of wages owed on the scheduled payday.
2. Underpayment Restitution
 - a. Any unit member who is paid less than the wages owed to them in a regularly scheduled pay cycle shall receive, as restitution, a sum equal to fifty dollars (\$50) per business day that wages are late.
 - b. Restitution shall begin accruing as soon as the impacted unit member or their PFT designee informs the appropriate Vice-President (or designee) and/or Vice Chancellor of Human Resources (or designee), in writing, of the error or on the day payment is due, whichever is later. Restitution shall cease to accrue and be due upon payment of wages.

This provision shall not be considered a waiver of any rights a unit member has to pursue a wage claim under federal or state law.

ARTICLE 26: LEAVES

C. Sick Leave

1. Contract, Regular and Long-Term Substitute Employees

- a. Full-time faculty members (contract, regular and long-term substitutes) shall earn ten (10) days of sick leave for each contract year, to be credited as of the first day of assignment. Each "day" for the purposes of sick leave calculations is six (6) hours. Faculty who have more than a ten-month contract shall earn and accrue an additional day of sick leave for each additional month over the ten months contracted (i.e. 10 month employees receive 60 hours of sick leave; 11 month employees receive 66 hours of sick leave, 12 month employees receive 72 hours of sick leave.).
- b. Full-time faculty who utilize sick leave will do so at a rate of 6 hours per day of leave. A partial day of leave must be approved by the Vice President or designee.
- c. Less than full-time faculty members shall earn sick leave computed in the ratio that this assignment bears to a full-time load. The days shall be credited as of the first day of the faculty member's assignment and shall be available for use as of the first day of assignment.
- d. Unused portions of sick leave days shall be cumulative on a year-to-year basis, indefinitely, without limit, for all contract and regular faculty members.
- e. The District shall provide each faculty member once a year with a written statement of the accrued sick leave benefits to which they are entitled. Such statement shall be provided no later than October 31st of each academic year.
- f. Any employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which they are entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such period of absence.
- g. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code. It shall be the responsibility of the employee to notify the District Personnel Office, in writing, of the name and address of the District by whom they were employed and request credit for the accumulated leave of absence for illness or injury to which they are, or had been, entitled at the time of separation.
- h. Any person utilizing sick leave benefits under provisions of this Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, may be

required to provide the college, upon return, with a statement from a physician verifying the illness or injury, and verifying the employee's fitness to return to duty.

- i. After all sick leave is exhausted, when a faculty member is absent from their duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of, or in the course of, employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill their position during their absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had they been employed.
- j. If sick leave is not transferred to another District pursuant to the California Education Code, all sick leave rights or accumulations shall be cancelled when an employee terminates employment with the District. Upon written request pursuant to the provisions of the Education Code, accumulated sick leave shall be transferred to a subsequent employing District within the school year succeeding the school year in which such employment is terminated.
- k. Employees who are members of the State Teachers' Retirement System shall be granted service credit for unused sick leave at the time of retirement, as determined by STRS. The service credit amount granted for unused sick leave is determined by dividing the number of accumulated unused sick leave days equivalent to the hours accrued in section (a) (as certified by the employer) by the number of service days required to complete a school year.
- l. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave.
- m. All sick leave accrued prior to January 1, 2026 shall not be impacted by changes to sick leave balance calculations.

Article 30: Part-Time Temporary Instructors

H. Part-time Faculty Rehire Preference Pool

5. Removal of Part-time Faculty from the Preferred Hiring Pool:

The following conditions constitute grounds for removal from the Preferred Hiring Pool:

- a. Faculty members may be dismissed from employment and removed from a seniority list for one or more of the causes listed in Education Code Section 87732. Before an employee is dismissed pursuant to this section, the College President or designee shall give the employee the following:
 - i. Written notice of the cause for dismissal, including a summary of the events upon which the decision was made, with a copy of the notice given to the PFT President;
 - ii. An opportunity to inspect the documents and other materials that are relevant to the matter, if any;
 - iii. An opportunity to meet with the College President or designee to discuss the matter.

ARTICLE 33: DISTANCE EDUCATION

Information on online courses.

Article 33 made effective January 1, 2026 will sunset on July 1, 2027 and revert to the Article 33 language in the 2022-2025 CBA unless otherwise negotiated.

A. Purpose

The purpose of this Article is to provide for an environment where the use of technology enhances, and in no way diminishes, the right of the student to a quality academic experience and the responsibility of the faculty and the college to provide that experience. It is intended to be interpreted in a manner consistent with federal law. Unless otherwise specified in this Article, all distance learning courses shall be subject to the provisions of this Agreement and District Policies, as they may be amended from time to time, that govern non-distance learning offerings, including but not limited to provisions relating to the development, assignment, size, compensation for, and evaluation of classes.

B. Definitions

Distance Learning means any form of education where students are separated from their instructors by time and/or space.

Online course means a course in which communication between the student and instructor is primarily through computer or internet technology.

C. Development of Distance Learning Courses

1. Proposals for new distance education courses, including distance education versions of current courses, shall be subject to the same procedures and policies as any other curriculum development proposal. The scheduling of distance education courses and the assignment of faculty volunteers shall be the exclusive prerogative of the District.
2. Online courses shall be considered separate preparations from the in person sections of the same courses with respect to Article 18.A.9.
3. Developing distance education courses requires special skills and shall be voluntary.
4. When the District and a faculty member agree that the faculty member will develop a distance education course, that course preparation shall apply as a new course with respect to Article 18.A.11[]
5. Faculty who complete Peer Online Course Review (POCR) badging for a course that hasn't previously been POCR certified within PCCD or outside of PCCD by that instructor, shall be compensated for forty (40) hours of non-instruction work upon course badging for each new course badged.

6. The faculty member who creates a distance education course, whether a new distance education course or an existing course converted to a distance education course, has the right of first refusal for teaching it for a period of two years so long as they remain in good standing. This right is contingent on adequate enrollment.
7. Copyright on Distance Education Material
 - a. The copyright on all course materials developed by a faculty member for use in District Education, including specific distance education classes, shall belong 100% to that faculty member, unless a separate agreement is negotiated (see section c below). The District shall not utilize such material in any way without written permission from that faculty member.
 - b. This copyright section does not apply to course outlines and other materials (such as catalogue descriptions) submitted to the District specifically for accreditation or publicity.
 - c. The District and faculty may, in lieu of 4.a. above, execute a separate agreement where the member is commissioned or engaged, at their discretion, to develop materials for a specific Distance Education Course, in which case the terms of that agreement shall prevail. The agreement must be on the "District Ownership of online and Web Based Material" Form (see Appendix).

D. Technical Support

The District will provide adequate technical instructional support services and training opportunities to ensure the ability of the instructor and students to send and receive data and to communicate effectively.

E. Distance Learning Class Assignments

All distance learning assignments shall be voluntary. A distance learning class may not be assigned as a part of a contract load without the consent of the faculty member. Distance education courses shall be voluntary and, when too few online classes are available to meet all requests, assigned on a rotating basis when possible.

F. Online Class Size

The maximum class size for any online course shall be 38 or equal to the lowest maximum class size of any section of the same course taught at that college during that academic year, whichever is lower. In courses with separate lecture and laboratory sections, the laboratory maximum shall be used. Course cap limitations provided elsewhere in contract remain binding for online sections.

G. Evaluation of Faculty Assigned to Teach Distance Learning Courses

Evaluation of Faculty Assigned to teach distance learning courses shall recognize the special circumstances of teaching such a class.

1. In any regular evaluation where an instructor can be evaluated in either a classroom setting or online, the instructor shall be evaluated in the modality used for the majority of the faculty's load during the evaluation semester. In cases where a faculty member's load is evenly split between online and in-person, the faculty members shall determine the modality of the evaluation.
2. Evaluation will be limited to the specific learning objective(s)/module(s) agreed upon in the pre-evaluation meeting.
3. Deans and Department Chairs will make a good faith effort to ensure that evaluators of online classes have experience in online instruction.

ARTICLE 35: TERM OF AGREEMENT

January 1, 2026 to June 30, 2027

The PFT and the District mutually agree to commit to participate in Interest Based Bargaining in successor agreement negotiations. If either party feels that amendments, additions and/or deletions to the Agreement are required, either party may request negotiations. If both parties agree, such negotiations shall commence within fifteen (15) working days of the request.

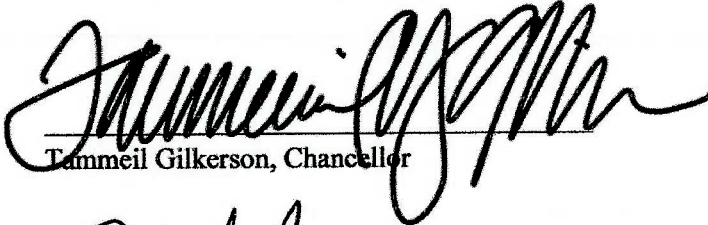
All Appendices will be reviewed and revised to be in compliance with this Agreement and with current practice.

This agreement was ratified by the Peralta Federation of Teachers (PFT) on January 16, 2026

This agreement was approved by the Peralta Community College District Board of Trustees on January 30, 2026.

Signed and entered into this 20th day of January 2026.

For Peralta Community College District:



Tammeil Gilkerson, Chancellor

1/20/2026
Date



Greg Nelson, Deputy Chancellor & Chief Operating Officer

01/26/26
Date

For Peralta Federation of Teachers:



Jeff Sanceri, President, PFT

1/20/26
Date



Rick Greenspan, Chief Negotiator, PFT


1/20/26
Date

Memorandum of Understanding re: Implementation of 2022-2025 Collective Bargaining Agreement between Peralta Community College District (PCCD) and Peralta Federation of Teachers (PFT)

PFT and PCCD have met and agree to the following:

1. Language regarding class size minimums and maximums shall not be effective for full-term Spring 2026 courses.
2. Late-start Spring 2026 courses shall have their maximum class sizes adjusted to be in alignment with the negotiated class caps (40 in-person and 38 online) but any late-start Spring 2026 courses that have enrollments that exceed those class caps or have been cancelled prior to January 30, 2026 shall be exempt from the new negotiated language.

For Peralta Community College District:

By: 
Greg Nelson, Deputy Chancellor &
Chief Operating Officer

Date: 1/20/26

For Peralta Federation of Teachers:

By: 
Jeff Sanceri, President

Date: 1/20/26


Memorandum of Understanding re: Compensation for Part-time Faculty between Peralta
Community College District (PCCD) and Peralta Federation of Teachers (PFT)

PFT and PCCD have met and agree to the following:

1. **Compensation Model:** Part-time instructional faculty are compensated based on their step and column placement. Hourly rates listed are for each equated hour. An equated hour equates to two clock hours for all faculty.
2. **Instructional Faculty Compensation:** Instructional faculty loads include both in-class hours, preparation hours, grading hours, student communications, and other required duties. Each equated instructional hour represents both student contact time and time for class preparation and grading.
3. **Non-instructional Faculty Compensation:** part-time non-instructional faculty are to be paid one equated hour for every two clock hours they work directly with students. In addition, faculty shall be paid an additional 0.16 hours for each 1.0 equated hours to compensate them for preparation and student communications. The 0.58 load factor for part-time faculty provides compensation that is equal to their full-time faculty counterparts.
4. **Special Assignments:** All other assignments shall be paid at the instructor's non-instructional rate. All faculty non-instructional rates are equivalent and paid at a 0.5 load factor.
5. **Compliance with Wage Laws:** The total compensation received by part-time faculty over the term of the instructional assignment is intended to compensate all hours worked and is designed to comply with applicable minimum wage laws. The per-unit compensation structure shall be understood as a lawful and enforceable method for compensating faculty, and the hourly rates shown on payroll statements are equated hourly rates used solely for reporting purposes. Although compensation is distributed in even monthly installments for administrative consistency and budgeting predictability, actual time worked may vary week to week. This model provides predictable income while satisfying legal requirements over the full appointment period.
6. **No Change to Substantive Terms:** This addendum does not alter the substantive terms of the CBA, including, but not limited to, terms governing load limits, benefit eligibility, step placement, or eligibility for office hour compensation under Article 18. It is intended solely to clarify the existing intent and application of the CBA's compensation model for part-time faculty.

The revised language will be effective immediately.


For Peralta Community College District:

By: 

Greg Nelson (Jan 27, 2026 09:58:10 PST)
Greg Nelson, Deputy Chancellor &
Chief Operating Officer

Date: 01/27/2026

For Peralta Federation of Teachers:

By: 

Jeffrey Sanceri (Jan 27, 2026 17:20:45 PST)
Jeff Sanceri, President

Date: 01/27/2026