

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND THE  
ASSOCIATION OF COLLEGE EDUCATORS WEST VALLEY-MISSION  
FEDERATION OF TEACHERS (ACE WVMFT/AFT 6554) TENTATIVE  
AGREEMENT BASED ON SUCCESSFUL CONCLUSION OF FACT FINDING  
REGARDING OPEN CONTRACT SECTIONS 8, 13, 14, 15, 17, 20, 101, 102, AND 108**

MAY 24, 2017

**ARTICLE 8  
~~Association~~ Union Rights**

**Tentative Agreement signed April 19, 2016**

**8.1 No Reprisals**

The ~~Association~~ Union and the Board agree that no reprisals shall be taken against any person who legally exercises rights guaranteed by law or this agreement, or who executes responsibilities imposed by law or this agreement.

**8.2 Negotiations with Other Organizations**

The Board and its authorized representatives agree not to negotiate with any other organizations or individuals, including the Academic Senate, upon matters for which ~~ACE~~ WVMFT, AFT 6554 is the exclusive representative, on matters within the scope of bargaining. ~~ACE~~ WVMFT, AFT 6554 agrees that neither it nor its authorized representatives shall negotiate privately or individually with any person or persons not officially designated by the Board as its official representative in matters upon which ~~ACE~~ WVMFT, AFT 6554 is the exclusive representative within the scope of bargaining.

**8.3 Use of Facilities**

~~ACE~~ WVMFT, AFT 6554 shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. Use of such facilities shall not interfere with or interrupt normal District operations. ~~ACE~~ WVMFT, AFT 6554 agrees to leave facilities used in a clean

and orderly condition or compensate the District for special janitorial/maintenance work required, at cost.

**8.4 ~~ACE~~ WVMFT, AFT 6554 Business and ~~ACE~~ WVMFT, AFT 6554 Meetings**

**Business:**

A reasonable number of duly authorized representatives of the ~~Association~~ Union may transact official business on campus property at times other than their scheduled duty assignments

**Meetings:**

No member shall be released from his/her assigned duties to attend ~~ACE~~ WVMFT, AFT 6554 meetings without the District's consent, specifically the college President, in advance, unless specifically provided for in some other provision of this agreement.

**8.5 Notification**

~~ACE~~ WVMFT, AFT 6554 shall provide in writing or electronically to the District, specifically the Associate Vice-Chancellor of Human Resources or designee, each semester, by September 15 and February 15, and updates as required, the names of the duly authorized ~~ACE~~ WVMFT, AFT 6554 representatives.

**8.6 Bulletin Boards/Mailboxes/E-Mail/Technology Resources**

**8.6.1** ~~ACE~~ WVMFT, AFT 6554 shall have the right to use institutional bulletin boards and mailboxes at no charge subject to reasonable regulations and laws.

~~ACE~~ WVMFT, AFT 6554 shall have the right to use District technology resources, including computers, internet access, and e-mail at no charge, subject to reasonable regulations and laws.

~~ACE~~ WVMFT, AFT 6554 shall be allowed to maintain a website on the District's server at no charge.

As specified in Education Code §7054, District funds, services, supplies or equipment including the aforementioned resources made available to ~~ACE~~ WVMFT, AFT 6554 shall not be used for the purpose of urging the support or defeat of any public ballot measure or candidate.

8.6.2 All communications must be dated and contain ~~ACE~~ WVMFT, AFT 6554 identification as the originator/distributor.

8.6.3 With advance approval by the College President to the ~~ACE~~ WVMFT, AFT 6554 President, audio-visual equipment not being required for District use may be used on campus for ~~ACE~~ WVMFT, AFT 6554 business. ~~ACE~~ WVMFT, AFT 6554 shall assume any damage or repair costs.

## 8.7 **Information to ~~Association~~ Union**

### 8.7.1 **Board Agenda/Minutes**

The District shall furnish the ~~ACE~~ WVMFT, AFT 6554 President five (5) copies of all official Board minutes and five (5) copies of each agenda packet, excluding all confidential information or materials as defined by applicable law. Such materials shall be furnished to ~~ACE~~ WVMFT, AFT 6554 no later than the time they are furnished to the Board.

### 8.7.2 **Policies and Regulations**

8.7.2.1 The District shall provide the ~~ACE~~ WVMFT, AFT 6554 President a copy, simultaneous with distribution to management, of any changes, additions, alterations or deletions in order to maintain one (1) book of Board Policies and one (1) copy of Administrative Regulations.

- 8.7.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines, or work requirements that are distributed by the District or colleges to members or groups of members shall be provided to ~~ACE~~ WVMFT, AFT 6554.
- 8.7.2.3 The District shall provide once annually, one month after the beginning of the Fall semester, a list of regular/contract members and home addresses on record with the District. The District shall provide the name and home address of any additional regular/contract members, whose employment commences after that date. The District shall provide once annually, six (6) weeks after the beginning of the Fall semester, a list of associate members and home addresses on record with the District. The District shall provide the name and home address of any additional associate members whose employment commences after that date. These listings may be transmitted in electronic form. Pursuant to Government Code Section 6254.3, a member (regular, contract or associate) may request in writing that his/her address and telephone number be removed from any mailing list unless exclusively needed by the District to contact the member. ~~ACE~~ WVMFT, AFT 6554 agrees that it shall indemnify and hold the District harmless from any liability from any and all claims, demands, lawsuits or other actions arising from implementation or compliance with the terms of this section by the District. (Government Code Sec 3546 (e) (f).
- 8.7.2.4 Upon request, ~~ACE~~ WVMFT, AFT 6554 shall be provided with one (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or requests for materials or data in formats not usually issued, shall be charged to ~~ACE~~ WVMFT, AFT 6554 in an amount not to exceed costs.
- 8.7.2.5 At the time of submission to the Board, the District shall provide to the ~~ACE~~ WVMFT, AFT 6554 Budget Analyst one hard copy each and to the ~~ACE~~ WVMFT, AFT 6554 Secretary one electronic copy, if available, each of CCAF-311, CCAF311Q, CCAF-320, and CCFS-350A. The District shall make available all financial data system reports from which the data is taken.
- 8.7.2.6 Other budget/study data prepared by the District for general usage may be made available upon request to and approval by the Chancellor or designee.

8.7.2.7 By September 30 of each Academic Year, the District shall provide the ~~ACE~~ WVMFT, AFT 6554 secretary with an electronic copy of the District Position Control file; the ~~ACE~~ WVMFT, AFT 6554 secretary shall notify the Associate Vice-Chancellor of Human Resources of any discrepancies between the District Position Control File and the ~~ACE~~ WVMFT, AFT 6554 job descriptions; the Associate Vice-Chancellor of Human Resources shall make the changes required to comply with the provisions of this agreement within 30 days of notification and shall provide the ~~ACE~~ WVMFT, AFT 6554 secretary with an amended electronic copy of the District Position Control File.

## 8.8 ~~Association~~ Union/District Consultation

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within three (3) workdays, notify of agreement or non-agreement to such a meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during ~~ACE~~ WVMFT, AFT 6554 attendees' non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to re-negotiate any provision of this agreement.

## 8.9 ~~ACE~~ WVMFT, AFT 6554 Released/Reassigned Time

### 8.9.1 Released/Reassigned Time to Attend Negotiations

Whenever possible, negotiation meetings shall be arranged outside the scheduled assignments of all ~~ACE~~ WVMFT, AFT 6554 negotiation team members; when necessary a maximum of five (5) members shall be released from their regular work duties, with no loss of pay or benefits, to attend negotiation meetings with the District.

### 8.9.2 Released/Reassigned Time for Grievances Processing

The ~~ACE~~ WVMFT, AFT 6554 grievance officers, if not classroom instructors, shall be released from regular work duties with no loss of pay or benefits to accompany a grievant to present a grievance. Whenever possible, meetings shall be arranged outside the scheduled assignment of all parties.

### 8.9.3 **Released/Reassigned Time and Reimbursement**

The District shall provide .80 FTEF of total released/reassigned time in each semester (1.60 FTEF per academic year) for negotiations at no cost to ~~ACE~~ WVMFT, AFT 6554. ~~ACE~~ WVMFT, AFT 6554 may purchase additional released/reassigned time up to a maximum of 2.80 FTEF in each semester (5.60 FTEF per academic year) for ~~ACE~~ WVMFT, AFT 6554 operations at a cost to ~~ACE~~ WVMFT, AFT 6554 equal to the average associate faculty member's salary. The average associate faculty member salary shall be provided by the Fiscal Services Office.

~~ACE~~ WVMFT, AFT 6554 shall provide members' names and the released/reassigned time to the Associate Vice-Chancellor of Human Resources, in writing, prior to September 15 for the Fall semester and prior to February 15 for the Spring semester.

No more than one faculty member may be assigned a maximum of 1.00 FTEF per semester (2.0 FTEF per academic year) of ~~ACE~~ WVMFT, AFT 6554 released/reassigned time or a combination thereof in any capacity.

### 8.10 **Copies of Agreement**

The District agrees to print and publish ~~a sufficient number of~~ 375 copies to provide ~~each members~~ a copy of the agreement. ~~ACE~~ WVMFT, AFT 6554 may purchase additional copies, up to two hundred ~~seventy-five~~ (200 275) in number.

### 8.11 **Representation/Service Fee**

8.11.1 The District shall deduct the amount of the fair share service fee from the wages and salary of regular/contract and associate employees as directed by the ~~ACE~~ WVMFT, AFT 6554. ~~ACE~~ WVMFT, AFT 6554 may make changes in this amount no more than once per year and with sufficient notification for implementation (no less than 8 weeks) follows:

~~(1) Regular/contract members 1% of regular salary and (2) Associate members 0.5 of salary for the Fall and/or Spring semesters.~~ Thereafter, the employee shall, as a condition of continued employment, be required to either join the ~~Association~~ Union or pay the fair share service fee (See Representation Form in Appendix F). The amount of the fee shall not exceed the dues that are payable by members of the ~~Association~~ Union and shall cover the cost of negotiations, contract administration, and other activities of the ~~Association~~ Union that are germane to its functions as the exclusive bargaining representative. Fair share service fee payers shall have the right to receive a rebate or fee reduction upon request to the ~~ACE~~ WVMFT, AFT 6554 president, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities germane to the ~~Association's~~ Union's function as the exclusive bargaining unit. Members who are temporarily assigned to an administrative position, who are on voluntary leave without pay, and members who are on laid-off status, shall be exempt from these provisions.

8.11.2 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to l-join, maintain membership in, or financially support any employee organization as a condition of employment, except that such employee shall be required, in lieu of a service fee, to pay sums equal to the service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation chosen by such employee. (Government Code Section 3546) Payment of membership dues, service fees, or contributions to scholarship funds shall be made by payroll deduction.

8.11.3 The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

8.11.4 Upon the re-hiring of any member, or upon the recalling of a member from layoff status, the District shall treat such member as a new member, in terms of service fees.

8.11.5 **Hold Harmless and Indemnify Provision**

~~ACE~~ WVMFT, AFT 6554 shall hold the District harmless, and shall fully and promptly

reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to representation/service fee.

- 8.11.5.1 Upon notice that the District is going to seek indemnification and be held harmless under this provision, ~~ACE~~ WVMFT, AFT 6554 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.
  
- 8.11.5.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to ~~ACE~~ WVMFT, AFT 6554 interests if the District does not have a distinct and separate legal interest in the disputed matter.
  
- 8.11.5.3 The District shall not be entitled to be reimbursed for any costs for which ~~ACE~~ WVMFT, AFT 6554 was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

## **ARTICLE 13**

### **Compensation**

#### **13.1 Salary Schedule**

- a. Members shall be paid in accordance with the Full-Time Academic Salary Schedule, *which shall be updated as the result of any negotiated agreement* (See Appendix B).
  
- b. The District shall increase the Full-Time Academic Salary Schedule as follows:



~~Effective 2013-14 the salary schedule will be increased by 1.57%. The 1.57% will be retroactive to July 1, 2013.~~

2015-2016

~~Re-opener~~

**Effective January 1, 2016, the salary schedule will be increased by 2.00%.**

2016-2017

~~Re-opener~~

On July 1, 2016, the salary schedule will be further adjusted to reflect the findings and recommendations of the Classification and Compensation Study, which results in a 2.2% adjustment to the salary schedule.

Once adjusted for the salary study enhancement, the Salary Schedule will be increased by 5%, effective July 1, 2016.

2017-2018

On July 1, 2017, the salary schedule will be increased by 5.00%

In exchange for the 5% salary enhancement the parties will agree to waive any reopeners for 2017-18.

## 13.2 **Overload/Summer/Winter Session Compensation**

Members electing to take overload or summer contracts may either choose (1) to be compensated on the Associate Salary Schedule or (2) to bank the load (See Article 36, Banked Load and Banked Load Leave.)

- a. Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on the Associate Faculty Salary Schedule A or may choose to bank the overload (See Article 36).
- b. Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on the

Associate Faculty Hourly Salary Schedule C or may choose to bank the overload (See Article 36).

- c. Other duties performed by members outside of a and b shall be paid hourly on the Associate Faculty Hourly Salary Schedule C (Column F). The member may not bank this overload.

### 13.3 **Flex Day Activities**

Flex day activities are part of the member's base salary and are reflected in the member's base pay.

### 13.4 **Coaching Stipends**

Effective upon ratification, head coaches shall be paid an additional \$125 per day for work done outside the Academic Year (as defined in Article 16.1), said days subject to written approval signed by the Division ~~Chair~~Dean and the Vice-President of Instruction.

### 13.5 **Compensation for 11 and 12 month Assignments**

Regular or contract members assigned to 11-month or 12-month positions shall receive assignments in accordance with the provisions of Articles 18.2 and 19.9.1 and shall be compensated with a monthly salary equal to 1/10<sup>th</sup> the annual salary in the Full-Time Academic Salary Schedule.

### 13.6 **Other Compensation**

Special projects, ~~television course rights~~ and contract education shall be remunerated on a separately negotiated contract unless negotiated otherwise.

### 13.7 **Method of Payment**

A member's annual salary shall be paid at the rate of 1/10 of their annual salary from the Full-Time Academic Salary Schedule for each month of contractual assignment. Pay dates for all regular/contract and overload assignments shall be the last working day of each month. This section shall re-open April 1, 2007.

New members have the option to be paid in 12 months providing the decision is made no later than August 1 in writing to the Human Resources Department in the academic year the 12 payments shall begin. The 12-month pay cycle is August through July. Continuing faculty shall contact the Payroll Department in writing to select the 12-month option by August 1. (See Appendix F for an example of the 12-month pay calculation.)

Any member who fails to receive a paycheck should immediately report it to their Department Chair or to Human Resources for investigation of the cause. If an error occurs on a paycheck, resulting in overpayment, the Associate Vice-Chancellor of Human Resources and the Vice-Chancellor of Administrative Services shall work with the member to arrange repayment.

### **13.8 Tax Sheltered Plans**

The District shall process individual member's tax sheltered plans through automatic payroll deductions. Each member is responsible for compliance with current Internal Revenue service rules and regulations.

### **13.9 Compensation for Substitute Service**

There are times when, during the first week of the absence of a member due to an illness or an emergency, it is necessary to provide coverage for a class or service. For absences of one week or less, two alternative methods are available:

- A. The absent member may arrange with another full-time member or associate member to cover the class(es) for compensation. The substituting member shall be paid at the appropriate rate on the Associate Faculty Hourly Salary Schedule C and the absent member shall have the appropriate amount of sick leave deducted

from his/her accumulated sick leave. Absence and substitution forms must be submitted together to the Division ~~Chair~~ Dean or supervising administrator.

OR

- B. The absent member may arrange with another full-time member or associate member to cover the class(es) in exchange for future reciprocal substitution. This agreement is between the individual faculty members. The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt or any obligation to enforce an agreement between faculty members. No absence or substitution forms are required; however, the absent faculty member shall notify his/her department chair or supervising administrator in writing (and when possible, in advance) of the effective date(s) of absence and substitution arrangements.

For any absences exceeding one week, arrangements for substitution shall be made through the office of the Vice-President of Instruction.

- 13.10 Members shall not be paid for mileage for travel between campuses. This provision does not, however, supersede the requirements of Ed Code (Sec §87032 Travel Expense Payment).

## **ARTICLE 14**

### **Fringe Benefits**

- 14.1 **Benefits for Regular/Contract Members**

#### **Overview**

The District shall provide regular/contract members and their dependents with insurance coverage for medical, dental, vision, prescription, and long-term disability insurance, ~~or those benefits as agreed to through collective bargaining.~~

~~Effective six months following Board approval of the contract, the District will make information available about CalPERS medical plans to all active employees members and retired unit members. The CalPERS enrollment process will begin the first day of the month following the initial 6 months, and will continue for an additional eight months. The actual open enrollment period for active employees members and retired unit members will last one month, with the remaining seven months devoted to processing enrollments and transition activities with CalPERS.~~

*Immediately following the Board's adoption of the terms and conditions of the parties' May 24, 2017, tentative agreement, the District will initiate the process for conversion to the CalPERS medical plans. The parties will work in good faith to facilitate the process with the mutual interest and objective of completing the conversion and initiating coverage effective April 1, 2018.*

Under the CalPERS Plans, the District's annual contribution provided to active employees toward premium costs for health benefits (including medical, dental, vision and prescription) shall be limited to \$10,832 \$11,741 for single coverage, \$20,128 \$22,072 for 2 party coverage, and \$25,706 \$28,270 for 3 or more coverage. Employees Members shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

It is understood that CalPERS medical plans are subject to change by CalPERS board of directors, and in no way does the District have any influence over its decisions. Discontinuance of participation in the CalPERS medical benefits program shall be mutually agreed upon by the District and ACE WVMFT, AFT 6554 and shall meet any and all contractual obligations with CalPERS.

In order to qualify for benefits, the member must be either regular or a contract members and have at least a 50% load. Those regular/contract members working less than 100% shall pay the pro rata share of the premium unless specifically stated otherwise in other provisions of this contract. For members working less than 100%, participation in benefits shall be voluntary.

~~The District shall also extend benefits to the domestic partner of a unit member and his/her partner meet the eligibility requirements outlined in the "Affidavit of Domestic Partnership" (see Appendix F). Both the member and the domestic partner must sign the Affidavit of Domestic Partnership in order for the domestic partner to~~

~~be eligible to participate in the District benefits program. If the domestic partnership ceases, the unit member has an obligation to immediately notify the District of the termination of the relationship and to file with the District an "Affidavit of Termination of Domestic Partnership" (see Appendix F). Unit members who fail to notify the District of the termination of the domestic partnership shall be held personally responsible for the cost of the benefits premiums for the former domestic partner.~~

The District shall also extend benefits to an employee's member's domestic partner if the member and his/her partner meet the eligibility requirements as defined by the State of California as set forth in Family Code 297 and 299.2. In addition, the employee member and domestic partner will be required to complete and sign the District's Affidavit of Domestic Partnership to be eligible to participate in the District's benefits program. Dependents of eligible domestic partners shall be included in the District benefits program. If the domestic partnership ceases, the unit member has an obligation to immediately notify the District of the termination of the relationship and to file with the District an "Affidavit of Termination of Domestic Partnership." In addition, the terminated partnership must meet all applicable California Law and Family Codes. Unit members who fail to notify the District of the termination of the domestic partnership will be held personally responsible for the cost of the benefits premiums for the former domestic partner. Domestic partners and their eligible dependents shall be eligible for benefits upon the retirement of the unit member.

The intent of this article is to always be aligned with and in agreement with California State law. If at any time, California State law changes, this article will change to comply with any and all changes.

- 14.1.1 ~~The District shall provide regular, contract members and their dependents with insurance coverage for medical services, including the provision of and prescription drugs (through CalPERS), coverage for dental, and vision services. and dental services. up to a maximum of \$18,050 annually. This figure shall be known as the "health benefits cap". For medical services, each member may choose from the available CalPERS plans. (see Appendix G). Once plans are selected by the member, member-initiated changes to a different plan are allowed only during the open enrollment period, unless the member experiences a qualifying life event as determined by CalPERS that allows the member to make a change. All other benefits agreed to through collective bargaining shall be provided offered to all members. except those benefits designated as optional/voluntary coverage's. (See Appendix G)~~

14.1.2 The District is responsible for paying the cost of the premiums for (medical, dental, vision, and prescription), and long term disability insurance up to the cap amount as outlined in 14.1 (~~\$10,832-\$11,741 for single coverage, \$20,128-\$22,072 for 2 party coverage, and \$25,706-\$28,270 for 3 or more coverage~~). ~~of \$18,050.~~ Any amount that exceeds the cap shall be paid by the employee member through payroll deductions. Those benefits designated as optional/voluntary coverages shall be paid by the employee member through payroll deductions. ACE, AFT 6554 has set aside a "Faculty Health Insurance Reserve Account" as a contribution towards the increased cost of active members' medical and prescription coverages.

Effective July 1, 2016, Long-term disability insurance will be provided and paid for by the District.

~~14.1.3 — Effective for fiscal years beginning July 1, 2011, the District shall be entitled to use the funds set aside in "Faculty Health Insurance Reserve Account", as described in Article 14.1.2, to pay District expenditures for active full time faculty medical insurance premium increases in excess of the "health benefits cap" for that fiscal year. For this purpose, the term "faculty medical insurance premium increases" means the additional cost to the District compared to the previous Academic Year of paying the composite premium for medical insurance coverage's, including the provision for prescription drug coverage's for each full time faculty member. For the period of February 1, 2015 through June 30, 2015, Travel and Conference Funds shall be transferred to the "Faculty Health Reserve Account" to cover the excess (over the cap) of the benefit premiums as defined in 14.1. (This will include reimbursement of any premiums already deducted). The use of Travel and Conference Funds for this purpose sunsets June 30, 2015.~~

~~The funds placed in the "Faculty Health Insurance Reserve Account" (as described in Article 14.1.2, shall not be used for any purpose other than those described in Article 14.1.3 unless negotiated otherwise. Effective July 1, 2015, the "Faculty Health Insurance Reserve Account" shall be eliminated and the funds shall be used to increase Associate Faculty Parity per Article 101.3.~~

#### 14.1.4 Waiver of Coverage

A member may waive medical and prescription drug benefits as specified in Article 14.1.1 if the member provides proof of coverage on another group plan. ~~provided to~~

~~the member's spouse or domestic partner.~~ Any member waiving District benefits shall be paid ~~\$300 per month~~ \$3600 annually, pro-rated over pay periods. Members working less than 100% shall be paid a pro rata share of ~~\$300 per month~~ \$3600 annually. Payment shall be made as taxable income, or if legally permissible, with pre-taxed dollars deposited into an annuity a District sponsored voluntary retirement plan.

Each year, members have the opportunity to opt back into medical coverage during the open enrollment period or within 30 days of experiencing a qualifying life event as defined by the health plan. ~~any change in status or loss of medical benefit coverage of the spouse/domestic partner.~~ Active members who are not currently enrolled in a District medical, dental or vision plan, who are planning their retirement, may opt in during any open enrollment period prior to retirement. ~~or 30 days prior to the effective date of their retirement.~~

## 14.2 **Post-Retirement Benefit Coverage—Members hired prior to January 1, 1994**

14.2.1 Bargaining unit retirees shall be eligible to participate in the medical (including prescription) and dental plans provided to members, or the equivalent, if the eligibility requirements specified in Article 14.2.2 are met. The District shall pay 100% of the cost of the premiums for these plans, with the exception of those members that do not qualify for 100% benefits and shall be paid a pro-rata amount as outlined in article 14.2.2

### 14.2.2 **Eligibility Requirements**

To qualify for post-retirement benefits, the member must

1. be an active participant in the District fringe benefit program at the time of retirement. (Members who have waived coverage per Article 14.1.5 may opt back into the fringe benefit program during any open enrollment period prior to retirement. ~~or 30 days prior to the effective date of retirement.~~)
2. be eligible to retire through the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS).



3. have provided service to the District immediately preceding retirement.
4. be enrolled in all parts of Medicare for which the member is ~~qualified~~ eligible, or must enroll when the member initially becomes eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
5. In addition, a retiree's eligibility for the District's paid health and dental benefit package is determined by their years of service to the District and as provided by the contract of their collective bargaining unit at the time of retirement. To receive full benefits, members retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District. To be eligible for pro rata benefits, these members must have completed five (5) years of service.

This benefit is prorated as follows:

50% = 5 years

60% = 6 years

70% = 7 years

80% = 8 years

90% = 9 years

100% = 10 years

To receive full benefits, members retiring who were hired full-time between November 1, 1990 and January 1, 1994 must have completed fifteen (15) years of service with the District. To be eligible for pro rata benefits, these members must have completed ten (10) years of service. This benefit is prorated as follows:

50% = 10 years

60% = 11 years

70% = 12 years

80% = 13 years

90% = 14 years

100% = 15 years

- 14.2.3 ~~Medical benefits for retirees shall include a spouse/domestic partner and eligible dependents, or a surviving spouse until such time as the surviving spouse remarries or dies.~~ Medical and dental benefits for retirees shall include an eligible spouse/ domestic partner or surviving spouse/ domestic partner, eligible dependents or eligible dependents of domestic partner.
- 14.2.4 In order to retain coverage, retirees shall be required to annually verify their residence, dependent status, and Medicare ~~eligibility enrollment~~.
- 14.2.5 All retirees, eligible to receive retiree benefits, who move out of the service area shall be able to change medical plans. ~~to one of the plans listed in Appendix G.~~ A change in medical plan may result in plan changes (i.e. co-pays and/or deductibles). Retirees changing plans as the result of a move are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.
- 14.3 **Post-Retirement Benefit Coverage—Members hired on or after January 1, 1994**
- 14.3.1 ~~ACE, AFT 6554 and the District shall contract with an actuarial firm to determine the estimated costs associated with offering various Medicare Bridge programs. ACE, AFT 6554 and the District agree to share the expense of this cost analysis equally. The cost analysis shall be completed no later than March 31, 2007.~~
- 14.3.2 At retirement, members hired after January 1, 1994, may elect to continue receiving, at their own cost, District medical (through CalPERS) and/or dental benefits. At age 65 (initial eligibility), retirees must enroll in all parts of Medicare for which they are qualified. The retiree must also participate in any Medicare plans offered by the health plan carrier of choice (example: Kaiser offers Senior Advantage).
- 14.3.3 All regular/contract faculty hired for the first time by the District after July 1, 1998 shall be paid \$5,500 when they achieve tenure and return for duty in the following year.

14.4 **District Benefits Review Committee**

14.4.1 **Purpose**

The purpose of the District Benefits Review Committee is to research and share information with its constituencies and act in an advisory capacity to its constituencies. All proposed changes in fringe benefits would still have to be negotiated.

14.4.2 **Membership**

The District Benefits Review Committee shall consist of the following:

ACE, AFT 6554 (one from each campus)	2 members
ACE, AFT 6554 Retirees	1 member
SEIU (includes 1 retiree)	3 members
Supervisors	1 member
Confidential	1 member
Police	1 member
Manager's Association	1 member
Board of Trustees	1 member
Assistant Vice-Chancellor of Human Resources	1 member
District Budget Office Resource	Resource
SEIU Union Official Resource	Resource
HR Specialist Resource	Resource
Benefit Consultants Resource	Resource

The parties agree that existing language regarding the calculation of the benefits cap is in dispute and subject to current grievance procedures. At the time the issue is resolved, necessary adjustments would be made, retroactive to July 1, 2014. In consideration of the over cap payments starting in February vs. Ja

~~14.4.1 The District will abolish the current Health Benefits Review Committee and in its place will establish a Joint Labor Management Council with each exclusive bargaining representative having voting representation and other District interest groups, inclusive of the Managers Association, Confidential Unit, and the Retirees Association, to have non-voting representation.~~

~~14.4.2 The council will have the authority to vote on all issues of insurance with recommendations to the various bargaining units and the Board of Trustees for ratification.~~

~~14.4.3 The council will be formed and governed by a memorandum of understanding that must be initially agreed to by all parties. The MOU shall provide that the District retains veto power over any decisions reached by the council.~~

~~14.4.4 All District bargaining units must agree to the above prior to the abolishment of the Health Benefits Review Committee and the creation of the Joint Labor Management Council.~~

## ARTICLE 15 Retirement

Tentative agreement signed March 22, 2016

### 15.1 Academic Emeritus Benefits

All retirees are granted Academic Emeritus status. With this status comes the entitlement to certain rights and privileges, as follows:

1. Waiver of all registration and associated fees for one class per semester.
2. Twenty percent discount on Community Education classes if fee is over \$25.00.
3. Free admission to all home game athletic events, excluding play-off games.

4. Free admission to all theater productions performed on campus, for member and one guest (reservations required).
5. Unlimited library privileges.
6. Lifetime staff parking permits.
7. For information on fringe benefits, see Article 14.
8. Retirees desiring employment as associate faculty members after retirement ~~may~~ will be granted reemployment preference under the provisions of Article 100 if they have received an ~~“Exemplary”~~ “Satisfactory” evaluation on their most recent full evaluation prior to retirement or an ~~“Exemplary”~~ “Satisfactory” evaluation in their last year of full time assignment prior to retirement.

#### 15.1.1 **Early Retirement Programs**

Eligible faculty may participate in one of four different early retirement programs: (1) STRS Reduced Workload Program; (2) Combination STRS Reduced Workload program and Phase-In Retirement; (3) Phase-In Retirement; or (4) Pre-Retirement Banked Load Leave. The duration of the program chosen may not exceed five (5) years.

General Provisions for all programs:

- a. For the Phase-In programs, faculty may use regular or pre-retirement banked load. For the Pre-Retirement Banked Load Leave Program, only pre-retirement banked load may be used.

- b. Approval of the program is primarily contingent upon the ability of the member's department/service/program area to maintain its offerings or services.
- c. Once approved and implemented by written notification, any proposed revision or modification must be submitted in writing to the appropriate Vice-President at least six (6) months before the desired modification is to begin. Any proposed modification shall be considered for approval on its particular merits and ramifications and may or may not be approved.
- d. Recommendations and approvals shall not be withheld, except for good cause and shall be based on the member's eligibility and ability of the department/service area to maintain offerings/services.
- e. For the pre-retirement banked load leave plans, the faculty member must retire at the end of the semester specified in the approved plan.
- f. Members with a Board approved *Application for Early Retirement* (described below) shall not be eligible to participate in other leaves of absence and retirement incentives such as golden handshakes.
- g. Applications for Early Retirement shall be considered on a case-by-case basis.

#### 15.1.2 STRS Reduced Workload program:

##### 15.1.2.1 Eligibility Requirements

To be eligible for the STRS reduced workload program, the member must meet all of the following criteria and any additional criteria as required by the State Teacher's Retirement System:

1. Be at least 55 years of age prior to the reduced workload effective date.

2. Have been employed full-time in an academic position for at least ten (10) years, of which the immediately preceding five years were full-time employment.
3. be eligible to retire for service under STRS upon the completion of the reduced workload program.
4. Have been employed full-time in an academic position for a total of at least five years without a break in service, immediately preceding the beginning of the reduced workload program. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the five years of full-time service requirement.

#### Provisions of Program

1. The member's workload may be reduced to a minimum of 50% for each year of the reduced workload program. The member must work a minimum of a 50% workload for the academic year, which can be averaged over the term of the year.
2. If the member wishes to work a different reduced workload each year of the program, the member must obtain an approval of the change in assignment each year, which shall result in formal action by the Board and STRS.
3. The faculty member shall be paid a pro-rated salary based on the percent that the reduced workload bears to a full-time workload.
4. The faculty member shall receive STRS credit that he or she would have received if he or she had continued as a full-time employee.

5. The faculty and the District shall both continue to contribute to the STRS the amount each would have contributed if the faculty member had continued to work on a full-time basis.
6. The faculty member on the reduced workload program shall continue to receive the fringe benefits the member would receive had the member continued to work on a full-time basis.
7. This program may only be revoked by mutual consent of the District and the member subject to STRS regulations.

### 15.1.3 Combination STRS Reduced Workload Program and Phase-In Retirement

#### 15.1.3.1 Eligibility Requirements

15.1.3.2 The eligibility for this program is the same as the STRS reduced workload program described in Article 15.1.2.1 with the following additional requirement—the faculty member must have and use regular and/or pre-retirement banked load.

#### Provisions of Program

1. The member's workload each year shall consist of a STRS reduced workload plus banked load. The STRS reduced workload must be a minimum of 50% for each academic year of the program. When combined with banked load, the member's total workload may range up to 100%. The banked load portion of the workload for each year may be different; however, if the member wishes to work a different STRS reduced workload assignment each year of the program, the member must obtain an approval of the change in assignment each year, which shall result in formal action by the Board and STRS.
2. When applying for this program, the member must indicate the intent to use banked load.



3. The faculty member shall be paid a pro-rated salary based on the percent that the total combined workload bears to a full-time workload.
4. The faculty member shall receive STRS credit that he or she would have received if he or she had continued as a full-time employee.
5. The faculty and the District shall both continue to contribute to the STRS the amount each would have contributed if the faculty member had continued to work on a full-time basis.
6. The faculty member shall continue to receive the fringe benefits the member would receive had the member continued to work on a full-time basis.
7. This program may only be revoked by mutual consent of the District and the member subject to STRS regulations.

#### 15.1.4 Phase-In Retirement Program (unrelated to STRS Reduced Workload Program)

##### 15.1.4.1 Eligibility Requirements

1. The member must be at least 55 year of age.
2. The member must have at least ten (10) years of service with the District.
3. The member must be eligible to retire for service under STRS or PERS upon the completion of the phase-in retirement program.
4. The member must have served full-time, without a break in service for at least three years immediately preceding the beginning of a phase-in retirement. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent

on a sabbatical or other approved leave of absence, however, shall not be used in computing the three-year full-time service requirement.

5. The member must have and use regular and/or pre-retirement banked load.

#### Program Provision

1. The member's actual workload may be reduced to a minimum of 50% for each year of the phase-in program (see the exception in items 2 and 3 below). The actual workload chosen for any year of the phase-in program must then be supplemented by banked load such that the member's total combined workload is 100%.
2. For those members with 2.0 of pre-retirement banked load and regular banked load, the member's 100% workload in the academic year immediately prior to retirement may consist entirely of the pre-retirement banked load.
3. For those members wishing to retire mid-year (at the end of the Fall semester) who have at least 1.0 of pre-retirement banked load and regular banked load, the member's 100% workload in the Fall semester immediately prior to retirement may consist entirely of the pre-retirement banked load.
4. The faculty member shall receive full salary, full STRS credit and all fringe benefits.
5. The actual workload does not have to be the same each year of the phase-in program, but the member's total combined workload must be 100% for each year of the phase-in program.
6. When applying for this program, the member must indicate the intent to use banked load. Members wishing to use pre-retirement bank as specified in Items 2 or 3 above, must indicate that intent when applying for the program.
7. The phase-in retirement shall continue for the number of years initially selected by the member, up to a limit of five (5) years, or until a member ceases to be an employee of the District, whichever comes first.

8. Once approved, election to participate in this phase-in retirement program is irrevocable. The member must retire at the end of the semester specified in the program.
9. Any banked load not used for the specific purposes described in this program shall be converted to cash disbursements per Article 36.6.

#### 15.1.5 Pre-Retirement Banked Load Leave

##### 15.1.5.1 Eligibility Requirements

1. The member must be at least 50 years of age for PERS members and 55 year of age for STRS members.
2. The member must have at least ten (10) years of service with the District.
3. The member must be eligible to retire for service under STRS or PERS upon the completion of the retirement program.
4. The member must have served full-time, without a break in service for at least three years immediately preceding the beginning of a phase-in retirement. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the three-year full-time service requirement.
5. To take a banked load leave for one academic year prior to retirement, the member must have and use 2.0 of pre-retirement banked load. To take a banked load leave for either the Fall or Spring semester immediately prior to retirement, the member must have and use 1.0 of pre-retirement banked load. Note, those members who also wish to use any excess pre-retirement banked load and/or regular banked load prior to retirement should apply for the Phase-In program in Article 15.1.4.)

#### Program Provisions

1. A member may plan a pre-retirement banked load leave of a full load (2.0) for one academic year immediately prior to retirement or may plan a pre-retirement banked load leave for one semester (1.0) immediately prior to retirement.
2. The faculty member shall receive full salary, full STRS credit and all fringe benefits.
3. A member taking a banked load leave for one academic year (2.0) must retire at the end of the academic year in which the leave is taken. A member taking a banked load leave for one semester (1.0) must retire at the end of the semester in which the leave is taken. (Note, if a member wishes to take a banked load leave for the Fall semester, but wishes to retire at the end of the Spring semester, the member should apply for the Phase-In program in Article 15.1.4.)
4. Any banked load not used for the specific purposes described in this program shall be converted to cash disbursements per Article 36.6.

15.1.6 Assignment during Early Retirement Program (except Pre-Retirement Banked Load Leave)

The assignment of a schedule to a member on one of the early retirement programs shall be made in accordance with Article 18.5.2. The President or the President's designee retains the right to make an assignment to the member. The needs of the department must be primary in the scheduling of assignments for members on Early Retirement and the member must continue to meet professional, collegial, and institutional responsibilities. Early retirement assignments include a pro-rated number of office hours and institutional responsibilities. Performance appraisals shall continue to be conducted on a regular, on-going basis.

15.1.7 Application Procedures

- A. An *Application for Early Retirement* form (~~ACE~~ WVMFT, AFT 6554 approved) is available from the Human Resources Department. The application must be completed in consultation with the Department Chair and must be approved by the appropriate Vice-President—approval shall be contingent in part upon the ability of the department to maintain its offerings or services.

The *Application for Early Retirement* shall include:

1. The type of early retirement program being chosen by the member.
  2. The effective date on which the Early Retirement program is to begin (must be the first duty day of a semester).
  3. The duration of the Early Retirement program (up to a maximum of 5 years).
  4. The proposed assignments during the Early Retirement Program (except for Pre-Retirement Banked Load Leave program).
  5. The total percentage of contract the member is proposing to work each semester.
  6. The proposed use of any banked load if that type of program is requested.
  7. The effective date of the member's retirement.
- B. An approved application must then be submitted to the College President no later than the fifth Friday of the semester prior to the semester in which the Early Retirement Program is to begin. The College President shall then make a recommendation to approve the application to the Board of Trustees.
- C. For the STRS Reduced Workload Programs:
1. After the Board takes action on the recommendation of the College President, the Human Resources Department shall complete and submit the application to the STRS for approval.
  2. The STRS Reduced Workload programs may not commence until the application has been approved by the STRS. The member shall be notified in writing by the Human Resources Department when the member's application has been approved by the STRS.

D. For the Phase-in Retirement and Pre-Retirement Banked Load Leave Programs:

After the Board takes action on the recommendation of the College President, the member shall be notified in writing by the Human Resources Department.

#### 15.1.8 State Compliance

The STRS Reduced Workload Program is intended to implement California Education Code Section §87483 and related government code sections. Apart from the 5-year limit on length of the program, these provisions and those of STRS shall prevail over this article's provisions.

### **Letter of Understanding**

This Letter of Understanding is entered into between the West Valley-Mission Community College District (District) and the ~~Association of College Educators (ACE)~~ West Valley-Mission Federation of Teachers (WVMFT/AFT 6554). The District and ~~ACE~~ WVMFT, AFT 6554 hereby agree that a Retirement Incentive Plan shall be available to eligible faculty members as described below and shall not be precedent setting.

1. Any member participating in this Retirement Incentive Plan shall be granted reemployment preference under the provisions of Article 100 if they have received a "Satisfactory" evaluation on their most recent full evaluation prior to retirement or a "Satisfactory" evaluation in their last year of full time assignment prior to retirement. NOTE: Reemployment preference is not available to those members who retire under STRS "Plus 2" since such members are not eligible to accept any type of employment from the District for a minimum of five (5) years and they are not eligible to accept employment from any public agency in California for one (1) year.
2. Eligibility Requirements: to be eligible under this incentive plan, a member must be at least age 55 and eligible to retire under the STRS or PERS system.

3. Incentive for Full-time members:

**A. Eligible full-time members who elect to retire in Window #1, defined as:**

August 1, 2008 through August 31, 2008 shall receive payments under a Supplemental Employee Retirement Plan (SERP) under which the District will pay a plan provider 65% of the member's salary. The District shall choose the plan provider.

**B. Eligible full-time members who elect to retire in Window #2, defined as:**

July 1, 2009 through August 31, 2009 shall have the choice of one of the following incentives:

1. The District shall purchase two additional years of service credit for the member under the STRS "Plus 2" retirement incentive program. Note: under the STRS provisions of this program, the member is not eligible to accept any type of employment from the District for a minimum of five years and they are not eligible to accept employment from any public agency in California for one year. OR
2. The District shall make a bonus lump sum cash payment to the member equal in amount to 65% of the member's regular salary, payable within 60 days after the member's effective retirement date. OR
3. The District shall make a bonus lump sum cash payment to the member equal in amount to 65% of the member's regular salary payable prior to the member's effective retirement date. Prior to their effective retirement date the member shall enroll in and shall direct a portion of this bonus payment to a District 403(b) and/or 457 plan(s) up to the statutory limit(s) and subject to those plan provisions. Faculty who elect this option shall have the responsibility for enrolling in the 403(b) and/or 457 plans(s) in compliance with IRS and other legal requirements. Said funds shall be deposited in accordance with IRS regulations. The difference between the bonus cash payment and the amounts directed to a 403(b) and/or 457 plan(s) shall be paid in a lump sum cash.

4. Banked Load:

Any members who elect to retire under this retirement incentive plan who have banked load, shall "cash out" the bank per the cash disbursement chart in Article 36.6.3. The member has the option of taking a lump sum payment and this amount shall be paid to each member within 60 days of the member's effective retirement date or the member may enroll in and direct this payment to a District 403(b) and/or 457 plan(s) up to the statutory limit(s) and subject to those plan provisions. Faculty who elect this option shall have the responsibility for enrolling in the 403(b) and/or 457 plan(s) in compliance with IRS and other legal requirements. Said funds shall be deposited in accordance with IRS regulations. The difference between the lump sum payment and any amounts directed to a 403(b) and/or 457 plan(s) shall be paid within 60 days of the member's effective retirement date.

5. Incentive for Associate members:

**Eligible associate members may elect to retire only in Window #2, defined as:**

July 1, 2009 through August 30, 2009 and shall receive the following incentive:

The District shall purchase two additional years of service credit for the member under the STRS "Plus 2" retirement incentive program. Note: under the STRS provisions of this program, the member is not eligible to accept any type of employment from the District for a minimum of five years and they are not eligible to accept employment from any public agency in California for one year.

6. All filings of intent to retire under this retirement incentive plan:

- a. Must be made on a District-provided Retirement Incentive Plan Identification Document, which shall be made available to members within two weeks of Board adoption of the plan.
- b. Must include the member's effective date of retirement.
- c. Must be received by the Human Resources Department no later than 5pm on June 16, 2008.
- d. Must include the member's retirement incentive option.



## 7. Qualifications

In addition to these provisions, this retirement incentive plan is offered by the District subject to the following:

- a. For any members selecting the STRS "Plus 2" program, STRS must approve the program as per applicable Ed Code provisions AND
- b. The projected net aggregate savings from all members electing to retire under this incentive program must be at least \$350,000.

If the projected net aggregate savings is less than \$350,000, the Board of Trustees, at their sole discretion, may offer the incentive plan anyway. Members shall be notified by July 21, 2008 if the program is to be offered.

If the retirement incentive plan is offered, any members who have submitted an election to retire in Window #2 shall not be issued a March 15, 2009 notice. If the retirement incentive plan is not offered, the eligible members' elections to retire shall be null and void.

### **Letter of Understanding – Amendment**

By this Amendment, the parties do not intend to modify the April 21, 2008 LOU ("LOU") as it applies to members who have previously elected to retire under its terms. Instead, the purpose of this Amendment is to allow eligible members (as defined in the LOU) who have not previously elected to retire an additional opportunity to participate in the retirement incentives specified in paragraphs 3.B.1-5 of the LOU ("new participants").

New participants must file an "intent to retire" in accordance with paragraph 6 of the LOU, except that the deadline for receipt by the Human Resources Department shall be no later than 5 p.m. of March 18, 2009.

For any new participants selecting STRS "Plus 2" program, STRS must approve the program as per applicable Ed Code provisions. If STRS does not approve the inclusion of the new participants in the program, the new participants' elections to retire shall be null and void. In such case, the elections to retire of members participating under the original LOU shall not be affected.

The other qualifications described in paragraph 7 of the LOU shall not apply to the new participants who retire under this Amendment.

## ARTICLE 17

### Load

The Load article remains status quo. The current process for rationalizing and regularizing load should continue, with the exception of the following sections:

Three hours of paid flex day activities are available for Associate Faculty who choose to attend flex day activities.

#### In 17.2: Faculty Load

#### Assigning Load on the Basis of Hours by Arrangement:

Hours by Arrangement shall be loaded based on the number of faculty contact hours with students with a base of 275

$X / 275$

hour base

Where X = total hours of assignment during the semester

For example, a music faculty member meeting with one student with HBA for 8 hours per the semester would be loaded at  $8 / 275 = 0.0291$  load. A music faculty member meeting with 2 students individually for 8 hours each per semester would be loaded at  $16 / 275 = 0.0582$

17.6.2 ~~Load Book~~ **Master Course Listing**

~~The Load Book~~ The official copy of the Load Book shall be maintained in the Human Resources Office. A copy of the Load Book shall be provided to the ACE Secretary.

**The Vice President of Instruction's office at each college will maintain a master course listing for the college that will include all state approved courses, the number of lecture units, lab units and the total load for each course. The master course listing will be digital, accessible, standardized, auditable, and shared with the ACE-WVMFT, AFT 6554 President and designee. The master course listing will be updated annually in accordance with the college's catalog production to reflect any load decisions agreed upon by the Load Committee. The Vice President of Instruction's office at each college will maintain the signed load agreements from the Load Committee. Any changes to the Master Course Listing must be noticed to Contract Administration for information.**

**ARTICLE 20**  
**Organizational Structure**

20.1 **Organization**

The individual colleges, through a shared governance process, shall have the right to organize and establish their structure in a manner that meets the educational needs of the students. ~~Any change to job duties of Division Chairs shall be negotiated.~~ Any change to the job duties of Department Chairs shall be negotiated.

20.2 **Notification of Modifications**

Each college shall provide an organizational description and modifications as implemented to the Associate Vice-Chancellor of Human Resources, who shall provide a copy to ACE WVMFT, AFT 6554 upon request.

20.\* **Division Chairs:**

- a. Term of Office: Division Chair term of office is 3 years.
- b. Division chairs shall be appraised in accordance with Article 24A.
- c. Each Division Chair shall be given 0.50 FTEF reassigned time per semester.
- d. Election to Office: Division Chairs shall be elected in accordance with procedures developed by the faculty within each Division.
- e. If the current Division Chair cannot or does not wish to serve out the remaining term in office, then an election shall be held on an as-needed basis in accordance with the Division's procedures.

- f. At the end of the Fall Semester, 2017, the Division Chair positions will be eliminated. The Parties agree to negotiate the membership of the Performance Goals Committee. The PGC will function with current membership until Spring 2018 and Article 20.\* will sunset on December 31, 2017.

#### 20.43 Department Chairs

- a. Assignment and term of Office: Department Chairs, working collaboratively with designated administrators ~~Division Deans~~, will oversee the operations of designated academic areas of the college. Department Chair is an 11-month position for departments and programs that offer summer school courses and a 10 month position for departments and programs that do not offer summer school courses. ~~and~~ The term of office is 2 years.
- b. Department chair assignments may include one or more disciplines and shall be determined by the Vice President of Instruction based upon recommendation of the department faculty and in consultation with the Division Chair Council based on the size and complexity of the assignment.
- c. Department Chairs shall be appraised in accordance with Article 24A.
- d. Department Chairs may be awarded reassigned time per Article 20.54.
- e. Election to Office: Department Chairs shall be elected in accordance with procedures developed by the faculty within the department.
- f. If the current Department Chair cannot or does not wish to serve out the remaining term in office, then an election shall be held on an as-needed basis in accordance with the department's procedures.
- g. Each Department Chair shall be given a minimum of 0.20 FTEF reassigned time per semester.
- h. Nothing in this section will preclude the Vice President of Instruction from exercising his/her discretion to realign department chair assignments, in consultation with the Division Council.

#### 20.54 Released/Reassigned Time

- ~~a.~~ 14.0 12.335 of FTEF of released/reassigned time shall be distributed for the sole purpose of Department Chairs to Mission College each academic year. 14.0 12.335 of FTEF of released/reassigned time shall be distributed for the sole purpose of Department Chairs to West Valley College each academic year.

- ~~2. Each College shall deduct distribute the released/reassigned time of the Division Chairs from their distribution to determine the remaining reassigned time to be distributed to Department Chairs the distribution of the remaining reassigned time to specific Department Chairs shall be made by the Vice President of Instruction in consultation with the Division Chair Council. in consultation with the Vice President of Instruction. This article does not preclude the College Presidents from distributing additional released/reassigned time to department chairs or for other governance purposes to meet the needs of the College.~~
- ~~b3. *The allocation of reassigned time to specific Department Chairs beyond the minimum 0.20 FTEF shall be determined by the Vice President of Instruction in consultation with the Division Council based on the size and complexity of the department.*~~
- ~~c4. *Department Chair released/reassigned time shall not exceed 14.0 Increase the total release/reassigned time to 14.0 FTEF for each college.*~~

20.5 The District, *in consultation with WVMFT, AFT 6554*, will create a new Division Council made up of one Department Chair and a dean from each division, in consultation with -WVMFT, AFT 6554, to provide the consultative role previously provided by Division Chairs.

## ARTICLE 101

Associate Member

### Compensation

101.1 Associate members shall be paid in accordance with the Associate Faculty Salary Schedules, *which shall be updated as the result of any negotiated agreement* (See Appendix BB). The Associate Faculty Salary Schedule is currently based on column B (to include steps 15, 18, and 21) of the Full-time Academic Salary Schedule and any parity adjustments negotiated between the District and ~~ACE~~ WVMFT, AFT 6554.

The Salary Schedule will be increased by 2% retroactive to **January 1, 2016**

On July 1, 2016, the salary schedule will be further adjusted to reflect the findings and recommendations of the Classification and Compensation Study, which results in a 2.2% adjustment to the salary schedule and an increase in parity to 75.0%

Once adjusted for the salary study enhancement, the Salary Schedule will be increased by 5.00, effective July 1, 2016.

On July 1, 2017, the salary schedule will be increased by 5.00%

In exchange for the 5% salary enhancement the parties will agree to waive any reopeners for 2017-18.

#### 101.2 **Compensation for Substitute Service**

There are times when, during the first week of the absence of a member due to an illness or an emergency, it is necessary to provide coverage for a class or service. For absences of one week or less, two alternative methods are available:

A. The absent member may arrange with another full-time member or associate member to cover the class(es) for compensation. The substituting member shall be paid at the appropriate rate on the Associate Salary Schedule C and the absent member shall have the appropriate amount of sick leave deducted from his/her accumulated sick leave. Absence and substitution forms must be submitted together to the Division ~~Chair~~ Dean or supervising administrator.

Or

B. The absent member may arrange with another full-time member or associate member to cover the class(es) in exchange for future reciprocal substitution. This agreement is between the individual faculty members. The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt nor any obligation to enforce an agreement between faculty members. No absence or substitution forms are required; however, the absent faculty member shall notify his/her department chair or supervising administrator in writing (and when possible, in advance) of the effective date(s) of absence and substitution arrangements.

For any absences exceeding one week, arrangements for substitution shall be made through the office of the Vice-President of Instruction.

101.3 **Associate Faculty Parity**

1. Definition of Parity

The total compensation of full-time faculty includes salaries (paid on the Full-Time Academic Salary Schedule) and health benefits. Parity in compensation for associate faculty members shall be defined as follows:

88% of Full-Time Academic Salary Schedule (columns A-F) PLUS 88% of the average composite health benefit premium of full-time faculty. The form which this compensation shall take, shall be the subject of negotiations.

2. Current Parity

Effective July 1, ~~2015~~ 2017 parity shall be increased from ~~-74%~~ to 75.0%

**ARTICLE 102**

**Associate Member**

**Fringe Benefits**

102.1 Associate members may purchase the Associate Faculty Dental plan in accordance with provisions of the plan.

102.2 Associate members may qualify for insurance premium reimbursement in two ways as follows:

1. by having re-employment preference, maintaining a .067 load per semester and remaining in re-employment preference status; or

2. by having at least a 40% load if they meet the following qualifications:
  - a. Associate members who have a load with the West Valley-Mission College District of at least 40% for three consecutive semesters are eligible for one of the programs beginning in the third semester.
  - b. Subsequent to earning eligibility, if the member's assignment falls below 40%, but is at least 20%, the member shall retain eligibility. If a member's assignment falls below 40% for a second consecutive semester, the member shall lose eligibility and must reestablish eligibility by meeting the original requirement for eligibility.

**Program Requirements:**

1. A completed Request for Reimbursement form must be submitted to Human Resources by the first Friday in November for the fall semester and by the first Friday in April for the spring semester for the following premiums:
  - A Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other insurance health plan of choice that is licensed and registered by either the California Department of Insurance or by the California Department of Corporations at the time a request for reimbursement is submitted.
  - Dental insurance.
  - Vision insurance.
  - Prescription insurance
2. A new Request for Reimbursement form must be submitted each semester.



3. Three weeks prior to the end of the semester proof of insurance payment, along with all canceled checks, cash receipts, money order receipts, or credit card receipts as proof of payment must be submitted to Human Resources.
4. At the end of each semester, once all of the Requests for Reimbursement forms have been submitted and the eligibility of each applicant verified, each eligible applicant shall be notified that they are to receive payments. At the end of each semester, each eligible member shall receive reimbursement for either (1) the amount of premium representing six months of coverage; or (2) \$1000 whichever is less. If the amount available for reimbursement of paid premiums (~~\$30,000~~ \$40,000 per six months) is not sufficient to meet all the submitted claims, each eligible claimant shall receive an equal prorated share of the ~~\$30,000~~ \$40,000.
5. Failure to submit the required proof of enrollment and/or proof of payment will result in employee ineligibility for participation in this reimbursement program for the semester.

### 102.3 Retirement Benefits

Associate members shall participate in one of the following retirement plans, depending on the member's individual employment circumstances:

1. STRS (State Teachers Retirement System)
2. APPLE (Accumulation Program for Part-Time Limited Service Employees)
3. PERS (Public Employees Retirement System)

~~Applications for enrollment in one of these programs must be submitted to Human Resources by the first Friday in October for the Fall semester or by the first Friday in March for the Spring semester.~~

*Revised*

**ARTICLE 108**

Associate Member

**Performance Appraisal**

**Tentative agreement signed April 19, 2016**

108.1 **Introduction**

The primary goal of performance appraisal is the improvement of the quality of the educational program. The process should promote professionalism, enhance performance, ~~recognize exemplary performance,~~ promote dialog on best practices, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture competence; to identify ~~standard~~ satisfactory performance and ~~indicate areas where improvement is desirable;~~ discuss opportunities to strengthen practice; to identify performance that requires improvement; and to identify performance so unsatisfactory that termination may be recommended.

Excellence in performance is crucial to maintain and extend the learning presently shown by students at Mission and West Valley Colleges.

**The appraisal system focuses on:**

- A. Measuring performance in an objective, unbiased manner.
- B. Providing useful feedback.
- C. Ensuring that appropriate recognition occurs.

- D. Encouraging continuing participation in professional development.
- E. Ensuring that appropriate training opportunities are recommended as needed for members.
- F. Supporting employment status.

**The performance appraisal shall include the following:**

- A. Site observations
- B. Appraisal surveys
- C. Criteria for Performance Appraisal, Article 108.4.
- D. Job description

Anonymous letters or materials, excluding student survey data, will not be used in the process.

**108.2 Definitions**

- A. The academic year begins July 1 and ends June 30.
- B. Faculty or Faculty Member includes, but is not limited to, instructors, librarians, counselors, community college health services professionals, lab faculty specialists, disabled student programs and services professionals, EOP&S professionals, coordinators and individuals employed to perform a service that, before July 1, 1990, required non-supervisory non-management community college certification qualifications. (Education Code Section § 87001 C).

- C. Performance Appraisal is a written review of the member's performance as provided in this agreement. The Appraisal Summary Form, the Faculty Observation Form, ~~the Self Appraisal~~, and the summary of the student evaluation will be submitted to the appropriate Vice President or designee who will certify that the process outlined in this article was adhered to and completed. These forms will be placed in the member's official personnel file in Human Resources. A page listing recommendations, if any, and the supporting documentation for these recommendations for next appraisal are to be secured in an interim file in the appropriate Vice-President's office. Copies of all forms will be given to the appraisee.
- D. ~~Exemplary: Member meets and contributes significantly beyond the criteria as outlined in Article 108.4. Note: Whenever Satisfactory status is a necessary condition in this Contract, that condition is clearly met by Exemplary status.~~
- E. Satisfactory: Member is meeting the criteria as outlined in Article 108.4.
- F. Needs-to-Improve: Member is consistently not meeting the preponderance of the criteria listed in one or more of the ~~criteria~~ categories outlined in Article 108.4. It is anticipated that the behavior(s) can be improved and the member will be given the opportunity to return to Satisfactory status by means of a follow-up appraisal during the next semester of assignment, ~~if offered~~.
- G. Unsatisfactory: Performance is judged to be so far below expectations that member will not be given further assignment.

### 108.3 **Frequency of Appraisals**

- 108.3.1 Once an associate member has been granted re-employment preference he/she shall be evaluated once every six semesters. See Article 100.9 for obtaining and maintaining Re-Employment Preference (REP).

Student surveys shall be conducted in one section each year during the years between regular evaluations following the granting of REP to an associate faculty member.

Additional evaluations may occur if one or more of the following occurs:

- A. Complaints are received which are of a serious nature.
- B. Appraisal surveys indicate that a problem may exist.
- C. A member reverts to behaviors that formerly placed him/her on Needs-To-Improve.
- D. A member consistently fails to meet a significant number of the criteria for performance appraisal of regular members as outlined in Article 108.4.
- E. A member consistently fails to meet usual Record-Keeping obligations and timelines (grade, census roster, early progress reports, or SLO assessment results, etc.).
- F. Member is given a new assignment that is significantly different from prior assignments.

These additional evaluations will have appropriate timelines developed as they occur.

### 108.3.2 **Reassigned Time**

Associate faculty who are reassigned with at least 20% reassigned time during any semester except if funded and supervised outside the district (e.g., ACE WVMFT, AFT 6554 and State Academic Senate) will be evaluated on the performance of reassigned time activities during the term of the assignment. If the reassigned time assignment continues for more than one academic year, evaluation shall be on an annual basis. Upon the assignment of reassigned time, the regular member shall meet with the appropriate ~~division~~/department chair and/or the appropriate administrator to

establish written goals for the reassigned time and set a date (or dates) for meeting to assess progress toward those goals.

Outcomes of the evaluation of the reassigned time assignment may be:

- A. Satisfactory. If the outcome is Satisfactory, the assignment will continue.
- B. Needs-To-Improve. If the outcome is Needs-To-Improve, the appropriate administrator/faculty member will work with the member to develop a Plan for Corrective Action.
- C. Discontinuance. If the outcome is not Satisfactory, the reassigned time may be discontinued at the option of the appropriate administrator.

#### 108.4 **Criteria for Appraisal of Associate Members**

All criteria appropriate to the member's assignment included in this section will be used in the Performance Appraisal Process.

##### 108.4.1 Professional Criteria Category

Each member shall:

- A. Demonstrate currency and depth of knowledge of the field in the performance of assignment.
- B. Demonstrate the ability to communicate subject matter clearly, correctly and effectively.
- C. Demonstrate an ability to achieve objectives in area of assignment.

- A. Demonstrate an ability to adapt methodologies for students/clientele with special needs and different learning styles.
- B. Demonstrate regular effective student contact for courses offered either fully or partially through distance education.
- F. Utilize methods and materials appropriate to the subject matter.
- G. Demonstrate evidence of careful preparation and organizational skills in area of assignment.
- H. Provide clear assignments or directives to students and regularly inform students of academic standing in class.
- I. Provide for each student a current course syllabus as required by Title 5, which includes SLOs, classroom procedures, requirements, grading policies, and provides a copy to the Division Office.
- J. Demonstrate a commitment to student learning by beginning and ending classes according to schedule, holding regular office hours and meeting student needs as professionally required.
- K. Evidence currency in the field through participation in professional conferences, workshops, seminars, etc.
- L. Meet Record-Keeping obligations on time, e.g., grades, requisitions, schedules, textbook orders, rosters.
- M. Carry out budget responsibilities effectively if it is an agreed part of member's assignment.

N. Supervise classified personnel appropriately if it is an agreed part of member's assignment.

O. Participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.

#### 108.4.2 Collegial Criteria Category

Each member shall:

A. Work cooperatively within the college community.

B. Foster an environment that protects academic freedom within the college community.

C. Foster a positive working environment that is free from harassment, prejudice and/or bias.

D. Demonstrate positive communication skills within the college community.

E. Demonstrate a respect for the dignity of each individual.

#### 108.5 **Appraisal Process**

##### 108.5.1 Team Membership

The appraisal team will consist of the Department Chair or designee within the faculty member's discipline or related discipline. The Department Chair or appraisee may request one additional faculty member or administrator to serve on the team.



In those cases where the direct supervisor of the member is an administrator, as is the case with such positions as Librarians and Lab Faculty Specialists, the administrator may elect to have input into the appraisal of that member. Such input is forwarded to the appraisal team for evaluation and possible inclusion in the appraisal summary report.

The appraisal team leader is responsible for insuring that the appraisal process is completed in accordance with the appropriate provisions and timelines of the contract. The responsibilities of the team leader will include at least the following items:

- A. Obtaining a copy of the list of recommendations form, if one is available, from prior evaluation(s) from the appropriate Vice-President's office.
- B. Scheduling and conducting the pre-appraisal conference.
- C. Coordinating appraisal observations and surveying appropriate administrative and other personnel regarding the performance of responsibilities which cannot be assessed by a classroom observation, and summarizing such input for inclusion in the post appraisal performance conference.
- D. Insuring that the appraisal surveys are completed in a timely manner.
- E. Reviewing the results of the pre-appraisal conference, appraisal observations, surveys and comments, and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates with the team.
- F. Conducting the post-appraisal conference.
- G. Completing the post-appraisal summary form.

#### 108.5.2 Pre-Appraisal Conference

It is recommended that by the end of the 5<sup>th</sup> week of instruction, the appraisal team will meet with the member to discuss elements of the appraisal, and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, and establish expectations as defined in the job description. Documents related to the evaluation process will be distributed.

#### 108.5.3 Observations

There will be a minimum of one observation by each member of the appraisal team. Observations may be conducted without advance notice, and should be completed no later than week 13 of the semester. Observations will include activities appropriate to the member's service area(s).

If the class section observed is a distance education section, the appraisal team member will have access to, and will review instruction and faculty-student interaction through the course content management system. In addition, the appraisal team member and the appraisee may arrange for on-campus observation, skype or video conference of that section. If a work experience instructor is being observed, the appraisal team member and the appraisee shall arrange for on-campus or off-campus observation as appropriate.

#### 108.5.4 Appraisal Surveys

##### A. Classroom Activities

Appraisal surveys will be conducted using official ~~ACE~~ WVMFT, AFT 6554 forms in each class section at least once each year.

Surveys will be completed between weeks 6 and 13. When administering student surveys, a member of the appraisal team or its designee shall read the written instructions to the class and pass out the evaluation forms. That person will inform

the students that ratings and written comments will be used in the appraisals and that the instructor will not have access to the written comments until after grades are recorded. That person will collect the completed appraisal forms and return them to the Division Office or appropriate collection point in a timely fashion. The appraisee will leave the room while students fill out the appraisal surveys. For Distance Education Courses, the student appraisal surveys will be administered by the Office Instruction electronically.

#### B. Non-classroom Activities

Appropriate appraisal surveys will be conducted using official ~~ACE~~ WVMFT, AFT 6554 forms during one semester of every year. These surveys will be processed regularly with results going to the appropriate Vice-President's office and to the member. During evaluation semesters the appraisal team leader will gather together the results of appraisal surveys spanning the 3-year appraisal period and incorporate them into the appraisee's summary report.

#### 108.5.5 Post-Appraisal Conference

At the conclusion of the appraisal, there will be a conference with the appraisee and the appraisal team to discuss the outcomes of the appraisal and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, as well as a discussion of performance on professional, collegial, and institutional responsibilities.

If a preliminary indication from the appraisal team is that the result of the appraisal will be Needs-To-Improve in any of the criteria then the faculty member will be informed of that fact.

If the Department Chair is not a member of the appraisal team, he/she may be included in this post-appraisal conference at the request of the team leader.

The Post-Appraisal Conference shall be completed and the summary forwarded to the appropriate Vice-President prior to finals week.

#### 108.5.6 **Outcome**

The possible outcomes are:

- ~~A. Exemplary: If the member is meeting the criteria outlined in Article 108.4 and contributes significantly beyond those criteria, for example institutional duties in Article 21.2, the appraisal is completed. The appraisal team will provide a statement of justification for the Exemplary outcome on the appropriate summary forms, to be approved by the appropriate Vice President.~~
- B. Satisfactory: If the recommendation is Satisfactory in all areas, the appraisal is completed.
- C. Needs-To-Improve: If the appraisal recommends that the member needs to improve in any of the ~~criteria~~ categories listed in Article 108.4 the appraisee ~~will lose reemployment preference and~~ will be re-evaluated during his/her next semester of assignment according to the stated process in 108, but the Needs-to-Improve appraisal process team must include an administrator. Re-employment preference shall be withdrawn if the appraisal of an associate member's performance is Needs-to-Improve a second time.
- D. Unsatisfactory. If the appraisal outcome is unsatisfactory the appraisee will lose REP and will not be given another assignment.

#### 108.6 **Authorization**

Education Code Sections §87660 et seq. set forth the requirements for the performance appraisal of members. The legislative intent, as stated in AB 1725, provides that a member's students, administrators and peers should all contribute to the appraisal but the member should play a central role in the appraisal process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

#### 108.7 **Negotiability**

Any changes in the District Tenure Review or Performance Appraisal Process shall be subject to the negotiation process. ~~ACE~~ WVMFT, AFT 6554 shall consult with the Academic Senate prior to engaging in collective bargaining procedures regarding this article (Education Code Sections §87610.1 and §87663).

108.8 **Grievability**

Only compliance with the performance appraisal process is grievable. Outcomes or results of this article are not grievable.

FOR THE WVMFT, AFT 6554

FOR THE DISTRICT

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Dated: \_\_\_\_\_

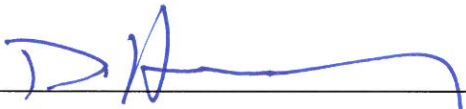
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FOR THE WVMFT, AFT 6554

  
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Dated: 5/24/17

FOR THE DISTRICT

  
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Dated: 05.24.2017