

COLLECTIVE BARGAINING
AGREEMENT

between

**WEST VALLEY-MISSION CLASSIFIED
EMPLOYEE ASSOCIATION**

and

**WEST VALLEY – MISSION
COMMUNITY COLLEGE DISTRICT**



July 1, 2021 – June 30, 2024

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ARTICLE 1

RECOGNITION

- 1.0** The Governing Board of the West Valley-Mission Community College District, hereinafter referred to as "District" or "Board" hereby recognizes West Valley-Mission Classified Employee Association hereinafter referred to as "WVMCEA" or "Association" as the sole and exclusive representative of workers within the Operations and Support Service Unit and the Office, Technical and Business Services Unit as defined in Exhibits C and D, respectively, which are attached and incorporated by reference as a part of the Agreement.

ARTICLE 2

SEPARABILITY AND SAVINGS

- 2.0** If any provision of this Agreement or any application of this Agreement to any worker or group of workers is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 2.1** In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) work days after each determination for the purpose of arriving at a mutually agreeable resolution to the invalidated or statutorily changed section.

ARTICLE 3

WAIVER OF BARGAINING

- 3.0** This Agreement shall constitute the full and complete commitment between both parties. It shall not be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.1** During the term of this Agreement, the Board and WVMCEA expressly waive and relinquish the right to bargain collectively on any matter:
- 3.1.1 Whether or not specifically referred to or covered in this Agreement.
 - 3.1.2 Even though not within the knowledge or contemplation of either party at the time of negotiations.
 - 3.1.3 Even though during negotiations the matters were proposed and later withdrawn.
 - 3.1.4 Specific provisions contained in this Agreement shall prevail over District policies and procedures, and over state laws, to the extent permitted by state law; in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.
 - 3.1.5 District will not change, alter, amend or otherwise invalidate any written District policy within the scope of representation without WVMCEA agreement during the duration of this Agreement.
 - 3.1.6 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining agreements during the term of this Agreement.
 - 3.1.7 Such waiver does not preclude bargaining collectively where the specific and express terms of this Agreement authorize or mandate bargaining, or where the parties are required by law or mutually agree to conduct new or additional bargaining.

ARTICLE 4

NON-DISCRIMINATION

4.0 **Employment:**

Board and WVMCEA agree they shall abide by Title VII and Title IX of the Federal Civil Rights Act of 1964, as amended in 1972, and other applicable Federal and State laws and statutes as those laws relate to equitable treatment and unlawful discrimination because of race, age, gender, color, physical disability, creed, national origin, religion, Association activity, affiliations, political opinions or sexual orientation.

4.1 **Association Affiliation:**

Board shall not undertake any action which restrains, interferes with, intimidates, coerces or discriminates against any worker with respect to working conditions within the scope of representation because of membership in or lawful activity on behalf of WVMCEA.

ARTICLE 5

CONCERTED ACTIVITIES

- 5.0 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or by its officers, agents, or workers covered by this Agreement, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.0** It is understood and agreed that the Board of Trustees retains all of its powers and authority to direct and control the District to the full extent of the law, including but not limited to, the duties, powers, and right to:
- a. determine its mission and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District;
 - b. plan and direct the work of its workers, determine the method, means, and services to be provided, including staffing patterns and assignments pursuant to Article 17 of this Agreement;
 - c. develop and adopt a budget and to determine the method of raising revenue;
 - d. maintain the efficiency of the District operation;
 - e. introduce new or improved methods (or equipment);
 - f. determine the number and classification of workers to be employed;
 - g. evaluate, promote, and reclassify bargaining unit workers, set qualifications, make job classification changes and salary range increases pursuant to relevant portions of this Agreement including (1) Article 13 - Performance Appraisals; (2) Article 15 - Salaries and Compensation; and (3) Article 22 - Promotion/Demotion;
 - h. assign and to transfer workers within a department, within the framework of this contract, Articles 17 and 18;
 - i. discipline unit workers for cause pursuant to this Agreement, Article 21, District Policy and Education Code;
 - j. lay off unit workers due to lack of work or lack of funds pursuant to Article 19 of this agreement;
 - k. build, move or modify facilities;
 - l. contract out work pursuant to Article 24 of this Agreement and Government Code Section 8558, pertaining to emergencies.
- 6.1** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Trustees, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection

therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE 7

ORGANIZATIONAL RIGHTS

7.0 Access:

Association officials and representatives shall have the right of access on District property to bargaining unit workers outside of their assigned duties; i.e., before and after work hours, at meal and break periods. Meetings which take place during regularly scheduled work may be done only with the approval of the immediate supervisor of the worker.

Meetings between workers and their WVMCEA representatives or stewards will be held in a location which does not interfere with the worker's primary duties.

7.1 Lists:

The Association shall furnish to the Associate Vice Chancellor each July 1, and updated as required, a list of all officials and representatives authorized to act on its behalf. The list shall show name, title, campus location and campus phone contact.

7.1.1 The District shall every 120 days or on January 15, May 15 and September 15 provide the Association Office with a current list of employee ID#, names, addresses, work telephone numbers, dates of hire, classifications, departments, campus locations, ranges and steps of all workers, members and non-members, in the bargaining unit represented by WVMCEA. The District will provide a copy of new employee confirmation letters and resignation/retirement confirmation letters to WVMCEA.

7.2 Use of Facilities:

WVMCEA shall have the right to request that District equipment be used for producing Association materials, applicable to West Valley-Mission Community College District workers only, provided that WVMCEA pays for the supplies used in production. A reasonable fee for these supplies shall be established by the District Administration.

7.2.1 District requirements shall, at all times, have priority over those of the WVMCEA.

7.2.2 WVMCEA shall also have the right to use District facilities when said use does not conflict with District use of such facilities. Said facilities shall be reserved in advance by WVMCEA Representatives. Any damage caused to such facilities or equipment shall be borne by the Association.

7.2.3 **Use of Copy Machine:** The District will provide the association with a "key" that will permit the association to use specified copying equipment

and record the number of copies made by WVMCEA. The document copying equipment may be utilized by WVMCEA only at such times as it is not in use for District business. WVMCEA will remit quarterly to the District the amount of .03 cents per copy.

7.2.4 A parking sticker shall be provided to the WVMCEA representative.

7.3 **Mail Boxes, Bulletin Boards:**

WVMCEA may use District and campus mail boxes, E-mail and, where it represents workers, have adequate and accessible space on those bulletin boards designated for its use for communications in appropriate places. All items to be posted or distributed shall be officially authorized by the WVMCEA Chapter President or officers and shall bear the date of posting or distribution. A copy of all postings and general distributions will be sent to the Associate Vice Chancellor at the time of posting or distribution. Nothing in this section shall require the District to provide computer hardware or software to any WVMCEA representative or unit member.

7.4 **Release Time**

7.4.1 **Negotiations:** A maximum of six (6) workers, plus the WVMCEA President, shall be on District-paid time designated by WVMCEA to engage in collective bargaining. Prior to beginning negotiations, workers on the negotiating team shall be released six (6) hours each for negotiations preparations. Additional release time for caucus and preparation shall be discussed by the parties as negotiations schedules are established.

7.4.2 **Grievances/Disciplinary Action:** A reasonable amount of paid release time shall be granted to WVMCEA stewards for grievance and disciplinary action investigation or preparation to include Skelly meetings and up to arbitration meetings. An authorized WVMCEA steward and the grievant shall be released from their regular work duties, with pay and benefits, in accordance with the provisions of Section 7.6, Stewards, below.

7.4.3 **Performance Appraisals:** When scheduled during the working hours of the steward, paid release time will be granted for representation of workers in performance appraisal reviews and appeals when the worker believes such a review or appeal would lead to imposition of discipline.

7.4.4 **President:** The WVMCEA President will be granted paid release time of 50% of his/her regular assignment to do Association business. It is also agreed that the WVMCEA will reimburse the District for 50% of the cost of the substitute employee.

7.4.5 **Vice Presidents/Chief Stewards:** The three (3) Vice Presidents and two (2) Chief Stewards shall be allowed to utilize a pool of 15 hours paid release time each month to do Association business during the 2012-2013 fiscal year.

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- 7.4.6 **WVMCEA Executive Committee:** The ten (10) member Executive Committee shall be provided three (3) hours of release time each month for the purposes of its monthly committee meeting.
- 7.4.7 Up to 30 hours per year of release time shall be granted to WVMCEA Stewards and Assistant Stewards for association training during the term of this agreement. WVMCEA will provide an agenda of the training to Human Resources prior to authorization of release time. Two weeks after the training, WVMCEA will provide a list of all attendees. No special requirements are needed for mentoring new stewards other than the normal approval indicated in 7.4.7.
- 7.4.8 **Approval:** All release time shall be requested for approval from the Associate Vice Chancellor, Human Resources/designee. The Associate Vice Chancellor/designee shall notify the worker and supervisor if release time is granted.
- 7.4.9 **Purchase of Release Time:** It is further agreed that upon mutual agreement the WVMCEA may purchase additional release time for its officers and stewards. The WVMCEA will be billed only for the cost of the replacement personnel used to backfill the position affected.
- 7.4.10 WVMCEA business does not include those committees found in Article 7.11.

7.5 Organizational Security

- 7.5.1 **Dues Deductions:** The District agrees to deduct from the pay of all bargaining unit workers such WVMCEA dues authorized in writing by the worker as prescribed by the Association. Said deductions shall be paid to WVMCEA monthly, together with a written statement of the names, amounts deducted and base wages. These dues or shall be deducted from all wages paid to workers including the following: retroactive pay, work-out-of-class pay, regardless of when paid. It is the obligation of the Association to inform the District as to whether or not a worker is a member. No member may have their membership terminated without the approval of the Association. The District may only stop dues deductions upon notification of the Association.

The District shall, within fifteen (15) days of their appointment, notify WVMCEA of the name, full identification, social security number, campus, home address, base wages with dues and status of all newly hired bargaining unit workers.

- 7.5.2 If, after all other involuntary and health premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of

association dues, service fee or charity fee required by this Article, no such deduction shall be made for that specific pay period.

- 7.5.3 Upon the reinstatement of any unit worker, or upon the recalling of a unit worker from layoff status, the District will resume or initiate dues, service fee, or charity fee deductions for such unit worker in accordance with this Section.
- 7.5.4 The WVMCEA agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.
- 7.5.5 It is recognized that the WVMCEA, as the exclusive representative of all unit workers, is required to represent all unit workers fairly and equally without regard to WVMCEA membership or non-membership or their assertion of rights under this Agreement or law. Equal representation means that every worker must pay, pursuant to WVMCEA policy, for personal representation.

7.6 Stewards:

The WVMCEA agrees to notify the Associate Vice Chancellor for Human Resources of those individuals designated as WVMCEA officers and stewards who receive and investigate grievances, performance appraisal reviews and/or appeals, and represent workers before supervisors and management. An equal number of assistant stewards may be designated to perform steward functions during the absences or unavailability of the steward. The Associate Vice Chancellor shall be notified of each assistant steward.

- 7.6.1 The number of stewards designated by the WVMCEA at a given time shall not exceed ten (10) "white collar" unit workers and five (5) "blue collar" unit workers.
- 7.6.2 Stewards shall be authorized a reasonable amount of paid release time for grievances as set forth in 7.4.2.
- 7.6.3 All stewards' release time shall be approved by the Associate Vice Chancellor, or designee, as set forth in 7.4.8.

7.7 Preparation/Distribution of the Agreement:

Each party hereto shall be responsible for preparing and distributing to their constituencies copies of the final ratified Agreement.

The District and WVMCEA will state that the contract is published by each respective party.

7.8 Integrity and Definition of the Bargaining Unit:

The District recognizes WVMCEA's right to maintain the integrity of the Classified bargaining units they represent. To this end both parties agree to the definition of a

classified bargaining unit position, as defined in Exhibit A, Definitions, of this Agreement.

7.9 New Worker Orientation

7.9.1 The WVMCEA shall be allowed up to thirty (30) minutes for the purpose of new worker orientation. Such orientation shall take place as part of the District's new worker orientation program and will be scheduled no later than thirty (30) days after date of hire or at another time, subject to mutual agreement. A WVMCEA designated member will be allowed up to thirty (30) minutes of paid release time to participate in each scheduled orientation.

7.9.2 The WVMCEA will provide Human Resources with appropriate information to be disseminated to new workers. The WVMCEA may suggest an outline as to how the materials be presented.

7.10 COPE Check-off

The District shall deduct monies designated for the WVMCEA COPE program from the paychecks of workers who voluntarily authorize such deductions.

Monies designated for the WVMCEA COPE program will be sent separately from dues monies and will include a list of COPE contributors and deduction amounts.

7.11 Appointment of Committee Members

A. **Standing Committees:** WVMCEA may appoint a member to the following standing committees (or their successor committees, if the name of the committee is changed):

District Committees

EEO/Diversity Advisory Council

District Council

District Council Fiscal Working Group

Mission College Committees

Mission College Budget Advisory Committee (CBAC)

West Valley College Committees

College Council

The WVMCEA appointee to the Mission College Budget Advisory Committee shall be a member of the Mission College Staff or can be a District worker based at Mission College; the appointee to the College Council shall be a member of the West Valley College Staff or can be a District worker based at West Valley College.

In the matter of all discussions/decisions related to matters outside the scope of bargaining, the WVMCEA representatives on standing committees shall speak for the bargaining unit.

No one person shall serve as a WVMCEA representative on more than two standing committees.

- B. District or College-formed Committees:** When the District or the colleges form a committee for which they request representative(s) from the classified bargaining unit, the WVMCEA President or Vice President shall be consulted as to who should represent them. The President or Vice President will provide a list of candidates for the committee. After the District has selected the worker from the list, the WVMCEA President or Vice President may so notify the worker. The worker shall be given release time for such meetings.
- C. Negotiated Committees:** Nothing in subsections A or B above shall apply to committees which have been negotiated between the parties. Negotiated committees shall be governed by the specific sections in which they appear. Such committees include:
- Safety Committee - Section 14.1
 - Health Benefits Review - Section 16.4
 - Personnel - Article 25

7.12 Long-term Leave for Association Business:

- 7.12.1 Upon written request by the worker, the District shall grant paid leave for WVMCEA business.
- Reference: Government Code 3558.8
- 7.12.2 No more than two (2) workers within the same job title in the same department may be on leave for WVMCEA business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave for WVMCEA business will be granted for a period of time, less than two (2) weeks nor in excess of six (6) months in any fiscal year for each person.
- 7.12.3 The WVMCEA will reimburse the District for the full cost of salary, mandatory benefits, and health and welfare benefits during the term of the leave.
- 7.12.4 Leaves granted for this purpose shall not constitute a break in continuity of service.
- 7.12.5 Workers returning from a long-term WVMCEA business leave shall return to their current position.

- 7.13** New Collective Bargaining Agreement Training: Upon ratification and printing of the new agreement, WVMCEA members will be provided two hours release time to attend orientation conducted by WVMCEA. There shall be at least one orientation at each college. The time of the orientations must be mutually agreed upon with the Associate Vice Chancellor of Human Resources and WVMCEA. The District will be responsible for conducting its own orientation with managers and supervisors.

ARTICLE 8

LEAVES OF ABSENCE

8.0 Leave Provisions:

Workers shall be eligible for application and utilization of the following types of leaves of absence, under the conditions described.

8.0.1 Absence Notification:

The employee's immediate supervisor (voice mail acceptable or another departmental process) shall be notified of the intent to be absent, the category of the absence, and the anticipated duration of the absence, if known, in advance of the work shift. The specific time of notification may be waived due to illness of the employee or other personal problem. If the worker is absent for more than three (3) working days without contacting the immediate supervisor, such action will be deemed as grounds for disciplinary action.

8.0.2 Absence Reports:

Workers must complete an absence report within five (5) working days upon return to duty. In the case of extended illness, the supervisor will complete the absence reports and send the original to Human Resources and a copy to the worker.

8.0.3 Paid Leave of Absence:

The primary purpose of a paid leave is to provide health, education or retraining etc. While on paid leave of absence, a worker shall receive regular salary and accrue all health and welfare benefits as well as sick leave vacation, holiday leave and seniority credit.

8.0.4 Unpaid Leave of Absence:

The primary purpose of an unpaid leave of absence is to permit a disabled or distressed worker who has exhausted all other leaves as provided herein to maintain an employment position during the final recuperation or hardship.

While absent on any unpaid leave of absence the bargaining unit worker shall receive no pay and shall not be permitted to accrue any benefits of active employment, but may be permitted to participate in District-sponsored health and welfare insurance benefits, but only at the worker's own cost. Workers who are participating in health and welfare benefits at their own cost must submit monthly premium payment in advance to the District in order to ensure continuation of coverage.

During any unpaid leave pursuant to this Article, the worker shall retain employee status with the District. A worker returning from leave shall

return with no less seniority than the worker had when the leave commenced.

- 8.0.5 Except as specifically provided below, leave benefits provided herein shall not be deemed to accumulate, accrue, compound or increase in any manner except as explicitly stated.
- 8.0.6 A worker returning from a paid or unpaid leave of absence of less than six (6) months in duration or any health leave or workers' compensation leave of any duration shall be returned to the position held by the worker prior to leave.
- 8.0.7 No payment of salary or health and welfare benefits will be provided to workers on unauthorized leave.

8.1 Sick Leave:

Bargaining unit workers shall accrue seven and one-half (7.5) hours of sick leave for each full month of employment which, for the purposes of sick leave calculations only, shall be deemed to be fifteen (15) days in paid status during any calendar month. This benefit shall be prorated for less-than-full-time unit workers. The operation of this section shall not result in any worker receiving a lesser number of annual sick leave day entitlements than the annual number of months worked by the worker.

- 8.1.1 Unused sick leave shall accrue from year to year.
- 8.1.2 Accrued sick leave may be utilized when the worker cannot or should not attend work because of illness, injury, medical/dental appointments, or exposure to contagious disease. Sick leave may also be utilized under stipulated terms and conditions which are defined elsewhere in this Article.
- 8.1.3 **Progressive Guidelines:**
- 8.1.3.1 The supervisor may require a statement from a licensed medical practitioner if the illness at any one time exceeds three (3) work days.
- 8.1.3.2 The supervisor shall notify the worker when, in the opinion of the supervisor, an alleged pattern of abuse is developing as follows:
- Step 1: verbal communication
 Step 2: a conference followed by written confirmation that medical verification may be required if the alleged abuse continues.
 Step 3: a letter of warning to the personnel file and a plan for improvement which includes the supervisor's

notification to the worker that a statement may be required after each day of sick leave and shall include a six-month period to improve. A copy of this notice will be sent to the WVMCEA office and the Associate Vice Chancellor of Human Resources.

8.1.3.3 The process must be separate from the performance appraisal process, but the content of the pattern of abuse and plan for improvement may be included in the evaluation document at performance appraisal time.

8.1.4 New workers become eligible for the same number of days as there are number of months left in the assignment year of full-salary sick leave on the effective date of their appointment, but at least one (1) day of actual duty must be served before a worker is eligible for sick leave. New workers shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of probation.

8.1.5 A worker may use in any calendar year accrued sick leave, in an amount not less than the amount earned during six (6) months employment, to attend to the illness of a child, parent, spouse or domestic partner of the employee. (AB 109).

8.1.6 If a worker does not attend work due to the worker's own illness, but has exhausted all accrued sick leave, the leave taken shall be counted against the worker's substitute differential leave as set forth in Article 8.3. A worker on substitute differential leave may, at the worker's election, apply available vacation leave or workers compensation leave up to the difference between the employee's differential leave pay and the employee's full salary. Application of other leaves in order to receive full pay does not result in proration of differential leave. Each day of absence after regular sick leave is exhausted counts as a full day of differential leave, regardless of whether or not the worker uses other leave banks to increase compensation while on leave.

Reference: Education Code 88191

8.2 **Transfer of Sick Leave:**

A worker who previously worked for another California school district or County Superintendent of Schools shall have such accumulated sick leave credited upon employment, provided the following conditions are met:

8.2.1 Previous employment was for a period of one calendar year or more.

8.2.2 Termination of previous employment was for reasons other than action initiated by the employer for cause, unless accepted by the Board of Trustees.

8.2.3 Employment is accepted within one year of terminating the previous employment.

8.3 Substitute Differential:

Upon exhaustion of all accrued sick leave credit, if the worker is unable to work because of illness, injury or pregnancy disability, the worker may commence substitute difference leave, a paid leave, wherein the worker shall receive the difference between the worker's regular salary and the amount actually paid to a substitute, hired to temporarily replace the disabled worker. Workers may utilize substitute difference leave only upon exhaustion of accrued sick leave and only for a maximum of five (5) months including days when the worker utilized accrued sick leave benefits. If no substitute is hired the employee is entitled to their regular pay during this five month period.

Workers may qualify for substitute differential from the first date of illness covered by this section when a doctor's note is presented which includes a statement of necessity to be absent from work identifies the nature of the illness, and indicates the dates authorized to be absent.

8.3.1 The worker must exhaust all sick leave.

8.3.2 The worker must provide a doctor's verification of illness or accident acceptable to the District.

8.4 Disability Due to Pregnancy and Childbirth:

8.4.1 A unit worker will use sick leave if physically disabled and unable to render service to the District as a direct result of pregnancy as verified by a physician.

8.4.2 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted. The worker will receive District-paid benefits while on medical doctor approved pregnancy disability.

8.4.3 Prior to returning to work as a result of the temporary disability, the worker must provide to the Human Resources Department a doctor's verification that the worker is physically able to render full and complete service to the District.

8.4.4 In order to use sick leave for pregnancy disability, the unit worker must have been rendering paid service to the District and must not have been on any unpaid leave immediately preceding the disability.

8.4.5 Sick Leave is coordinated with State Disability Insurance.

8.5 Parental and Family Medical Leave:

8.5.1 Parental Leave:

Parental leave eligibility will adhere to the most current FMLA/CFRA rules and regulations.

Parental leave shall not be provided to a worker for more than one 12-week period during any 12-month period. The District uses the “rolling” method to calculate the 12-month period, which calculates a 12-month period backward from the date a worker uses CFRA leave.

CFRA eligible workers may request a maximum of six (6) months of unpaid leave of absence to care for a newborn or recently adopted child. The request for parental leave must be made in writing and given to the Human Resources Department for consideration by the Board of Trustees sixty (60) days in advance of the requested leave. If granted, this leave is to run concurrently with FMLA/CFRA leave and all other applicable leaves.

A worker on parental leave must notify the Human Resources Department within three (3) months after the start of the leave whether she/he intends to return to the employment of the District. Failure to comply with this regulation will void the responsibility of the District to find employment for the worker.

Workers that qualify for paid benefits under the Health and Welfare Benefits Eligibility in Article 16, shall continue to receive 100% of the District’s contribution for medical benefits.

If a worker exhausts his/her accumulated sick leave while on 12-weeks parental leave, he/she will be entitled to substitute differential pay, pursuant to Article 8.3.

8.5.2 Family Medical Leave:

- a. Unpaid family medical leave may be taken to care for a son, daughter, spouse or parent (not parent-in-law) who has a serious health condition as defined by California Government Code Section 12945.2(c)(7).
- b. Workers must have been employed for at least 12 months preceding the date of request to start leave.
- c. Eligible workers are entitled to take up to a total of 12 work weeks of leave during the 12 months beginning with the first day of leave. Leave may be taken intermittently, provided the

worker submits certification from his/her health care provider which certifies that the intermittent leave is necessary for, or will assist the care of the family member. The certification must provide the dates and duration of any treatment of the family member and the dates when the leave is needed.

Workers using leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. Based on the needs of the program, a worker may be temporarily reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave until the worker is able to assume all the responsibilities of his/her position.

- d. Workers may take the leave provided in this section by using either available paid leaves, unpaid leave, or a combination of both, up to twelve (12) weeks in total. Eligible workers must use accrued compensatory time before unpaid leave is taken. Eligible workers may use accrued sick leave time and vacation time as provided in the agreement before unpaid leave is taken. In addition, workers may use Personal Necessity Leave consistent with Section 8.11 of this agreement.
- e. During the period of leave defined in paragraph "C" of this section, the District will maintain the worker's group health insurance coverage at the same level and under the same conditions as before the leave began.
- f. Workers must provide written notice to the District at least 30 days prior to taking family care leave, or if 30 days' notice is not possible due to circumstances beyond the worker's control, must provide notice as soon as practicable.
- g. Certification - Workers requesting Family Care leave must provide certification from a health care provider containing: (1) the date on which the serious health condition commenced, and (2) the probable duration of the condition. In addition, certification in support of a request for Family Care leave must include a statement that the worker is needed to care for the family member, and an estimate of the amount of time required to provide such care.

8.6 Family Temporary Disability Leave (FTDL, also called Paid Family Leave which is a Condition of EDD):

- 8.6.1 Workers are eligible for up to six weeks of paid family leave for the following reasons:

- To care for a child, spouse, parent, or domestic partner with a serious health condition.
- To bond with a new child during the first year after birth; or
- To bond with a minor child after the first year in connection with the adoption or foster care placement of that child.

8.6.2 Eligibility

- Available once in a 12-month period;
- Subject to a seven (7) day waiting period (waived if currently on pregnancy State Disability);
- Leave will run concurrent with FMLA/CFRA leave; and
- Medical certificate required to care for a seriously ill family member including other specifics required by EDD.

8.7 Health Care Leave:

After the worker has exhausted all sick leave, the worker may request a long-term, unpaid health leave subject to approval of the Board for up to 12 months in addition to using, at the option of the employee, earned vacation. Compensatory time will be paid in accordance with Article 17.5.

8.7.1 A health leave may be granted to workers who are permanent workers and who document their request with medical support.

8.7.2 Workers in unpaid leave status will not receive District-paid benefits. Workers may participate in the District's plans at their expense.

8.7.3 Workers returning to work from health leave shall provide to the Associate Vice Chancellor of Human Resources a fifteen (15) business days (15) notice of their intent to return. This notice will include a statement from the health care provider affirming the worker's ability to resume the duties of his/her job description. The Associate Vice Chancellor of Human Resources will notify the supervisor, and the worker shall be returned to the position held by the worker prior to the leave.

8.7.4 Unused vacation will remain on the worker's leave record until he/she returns from a long-term unpaid health leave.

8.7.5 Exhaustion of Leave:

If a worker exhausts all available leave benefits and unpaid leave options but remains unable to return to work, such worker shall be placed on a reemployment list for a period of 39 months and paid any unused vacation. When available and able to provide a medical release, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Eligible workers may retire if they so desire. The District will provide reasonable

accommodation in compliance with the Americans with Disabilities Act, if applicable.

8.7.6 Workers who anticipate taking leave under this section must provide thirty (30) days notice to the District, or if thirty (30) days notice is not possible due to circumstances beyond the worker's control, must provide notice as soon as practicable.

8.7.7 A unit worker who fails to accept an appropriate assignment after being medically approved thereof, shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit worker's former job description.

8.8 **Military Leave:**

Any worker shall be granted all rights to military leave as contained in law (Education Code and Military Veterans' Code) arising out of the exercise of military duty.

8.9 **Industrial Accident and Illness Leave (Workers' Compensation):**

A bargaining unit worker who is employed by the District in the classified service shall also be provided with (a) industrial accident and illness leave and (b) worker's compensation benefits in accordance with the provisions set forth in this section.

8.9.1 Leaves resulting from an industrial accident or illness shall be granted in accordance with the provisions of the Education Code and this Section. Up to sixty (60) working days per accident in any fiscal year or up to sixty (60) days per accident if the leave overlaps into a new fiscal year, shall be granted to the eligible worker who is absent from work due to injury or illness which "arises out of" or is "caused out of" the worker's employment, as those phrases are defined by the California State Labor Code or may be interpreted by the state Workers' Compensation Appeals Board.

8.9.2 The District's worker compensation insurance carrier or adjusting agent, as appropriate, shall determine initial eligibility for benefits contained in this section by determination of the worker's eligibility for worker compensation benefits. If applicable, final determination of eligibility, only, shall be made by a State Worker' Compensation Appeals Board hearing decision. Therefore, determination eligibility for benefits under this section shall be exempt from the provisions of Article 20, "Grievance Procedure," of this Agreement.

If Industrial Accident benefits are denied by the District's agent pursuant to a denial of workers' compensation benefits, and such denial is subsequently reversed by a State Worker Compensation Appeals Board hearing decision, the worker will receive Industrial Accident and Illness benefits retroactively.

- 8.9.3 Eligibility for this benefit is limited to workers who have accumulated one (1) year continuous employment with the District.
- 8.9.4 Industrial Accident and Illness Leave allowance shall be reduced by one (1) full day for each day of authorized absence, regardless of compensation made under worker compensation benefits. Unused leave cannot be accumulated.
- 8.9.5 In most cases, worker compensation benefits will not equal the worker's full salary; to insure payment of full salary during this leave, the balance shall be made up by Industrial Accident and Illness Leave. Workers compensation benefits are paid directly to the worker. The District then deducts the amount of the compensation payments made to the worker from the gross pay of the next payroll warrant.
- 8.9.6 Payment for wages lost on any day shall not, when added to an award granted the worker under worker compensation benefits or laws, exceed the worker's normal wage for the day.
- 8.9.7 Upon exhaustion of benefits provided under this section, workers who remain unable to return to work shall utilize their sick leave, vacation and/or compensatory time to supplement worker compensation insurance benefits and thereby maintain regular pay.
- 8.9.8 Any worker receiving benefits under this procedure shall during the period of injury or illness remain within the State of California, unless the Board of Trustees authorizes travel outside the state.
- 8.9.9 Five (5) working days prior to their return from an Industrial Illness or Accident Leave, workers shall provide to the Associate Vice Chancellor of Human Resources a letter of their intent to return, plus a statement from the health care provider stating that the worker is able to resume the regular duties of the worker's job description. The District will provide reasonable accommodation in compliance with the Americans with Disabilities Act, if applicable.
- 8.9.10 **Industrial Leave Medical Provider:**
During a new worker's orientation, the worker will be provided with information and forms regarding choice of medical provider in case of industrial accident or illness.
- 8.10 Court Appearance and Jury Duty:**
- 8.10.1 **Court Appearance:** Leaves for the purpose of court appearance shall be available as follows:
- 8.10.1.1 Workers who appear in court on behalf of the District shall be deemed to be in a working status.

8.10.1.2 When a worker is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reason not brought about through the connivance or misconduct of the unit worker, a leave without loss of pay will be granted up to the amount of the difference between the unit worker's regular earnings and any amount received for witness fees, less any mileage allowance.

8.10.1.3 Absence for other court situations should be handled through Personal Necessity Leave, Section 8.11, below; however, workers may elect to absent themselves under the authority of this section, but sustain salary deduction for such absence.

8.10.2 **Jury Duty:** The District shall grant a leave of absence with pay to any worker called for jury duty in the manner prescribed by law. At the conclusion of the worker's service, the worker must obtain a jury duty verification form which must be attached to your absence report.

8.10.2.1 In the event a night shift worker is called to court under the above provision, the following shall apply:

- a. Evening workers shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
- b. Night workers shall have release time on the shift prior to court attendance; and that worker shall suffer no loss of wages or benefits.

8.10.2.2 Workers are required to return to work during any day in which jury duty services are not required or if they are released from jury duty within the first half of their regular work shift.

8.11 **Personal Necessity Leave:**

Unit workers may use up to seven (7) days of accumulated sick leave days per school year for matters of personal necessity. In the event the California State Legislature increases the number of available Personal Necessity leave days, the increase shall apply to this bargaining unit as of the effective date of the legislation.

If the worker submits an absence that is approved by the supervisor, but exceeds the maximum seven (7) days of personal necessity leave per fiscal year or if the member does not have enough sick leave allotment to cover the personal necessity leave taken, the worker will be in an overpaid status for the number of hours that were not covered. The associated overpayment amount will be deducted from the

worker's pay, at his/her current hourly rate, in the next possible pay cycle, subject to the provisions of Article 15.2.4-Payroll Errors.

Reference: Education Code 88191, 88207

- 8.11.1 The following matters/situations of personal necessity require that the worker obtain the approval of his/her immediate supervisor at least two (2) days prior to the start of personal necessity leave:
- 8.11.2 Appearance in court as a litigant or as a witness under official order, and when the worker elects against utilization of the provision of Section 8.10, above;
- 8.11.3 Religious holidays or other observances which the unit worker believes are of such moral/ethical significance that it is a matter of personal necessity to absent himself/herself from duty, except that utilization under the section shall be limited to a maximum of two (2) days per school year.
- 8.11.4 Matters/situations of personal necessity listed below do not require that the worker obtain prior approval to his/her immediate supervisor. The worker will notify the immediate supervisor his/her absence in advance of the work shift or as soon as reasonably possible.
- 8.11.5 Death of a member of the immediate family or other family members or personal friend.
- 8.11.6 Accident involving the unit worker's person or property or the person or property of a member of the worker's immediate family.
- 8.11.7 Serious or critical illness of a member of the immediate family, requiring the services of a physician and of such a nature that the immediate presence of the unit worker is required during the worker's regular work day.
- 8.11.8 In all cases, personal necessity leave will be documented on the prescribed District leave form signed by both the worker and the immediate supervisor. The leave form will indicate "personal necessity leave." The signed form will be forwarded to the Human Resources Department.

For the purpose of this Section and of Section 8.12, "Bereavement leave," below "immediate family" means the child, stepchild, mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of the unit worker or the spouse of the unit worker, or the spouse, son-in-law, daughter-in-law, brother or sister of the unit worker or any other significant person living in the unit worker's immediate household.

Reference: Education Code 88194

8.12 Bereavement Leave:

8.12.1 Absence without loss of salary for a period not to exceed three (3) days, or five (5) days if out-of-state travel or one-way travel in excess of four hundred (400) air miles is required, may be granted to a unit worker within fifteen (15) days following the death of a member of the worker's immediate family, as defined in Section 8.11.8 above. Such leave shall be for the purpose of attending memorial or burial services and arranging family or personal affairs

8.12.2 Absence in excess of the benefits provided in this section may be taken in accordance with the provisions of Section 8.11, "Personal Necessity leave."

8.13 Personal Business Leave:

All workers shall be granted four (4) days Personal Business Leave each school year chargeable against the worker's sick leave allotment. The worker need not disclose the reason for the Personal Business Leave. The scheduling of this leave shall be subject to the approval of the immediate supervisor, and advance approval of the leave is required but requests shall not be denied, except for operation/business concerns.

If the worker submits an absence that is approved by the supervisor, but exceeds the four (4) days of personal business leave per fiscal year or if the worker does not have enough sick leave allotment to cover the personal business leave taken, the worker will be in an overpaid status for the number of hours that were not covered. The associated overpayment amount will be deducted from the worker's pay, at his/her current hourly rate, in the next possible pay cycle, subject to the provisions of Article 15.2.4-Payroll Errors.

8.14 School Age Parent Leave:

A worker who is a parent, guardian or grandparent of one or more children in grades Kindergarten to twelfth grade, or attending a licensed day care facility may take leave for up to eight (8) hours a month, not to exceed forty (40) hours in a fiscal year to participate in activities of the school (for example, a field trip or a holiday program or concert). The worker shall use accrued vacation, personal necessity leave, personal business leave, floating holidays, or compensatory time. If the worker has no paid leave, the leave shall be unpaid.

8.15 Other Leaves:

The parties recognize and acknowledge that the Board of Trustees has sole, exclusive and discretionary rights to grant such other leaves of absence, e.g., education leave, paid or unpaid, or extension of parenting leave, as the Board sees fit and proper on condition that such leaves shall not individually exceed any one (1) school year in duration, and that all continuous leaves granted to any individual worker under any authority of this Article shall not, collectively, exceed two (2) school years' continuous duration.

ARTICLE 9

HOLIDAYS

9.0 Workers shall be entitled to the following paid holidays, providing each worker is in paid status on his/her regularly-assigned work day immediately preceding or immediately succeeding the holiday:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day
- Days between Christmas and New Year's
- New Year's Day
- Martin Luther King Day
- Cesar Chavez Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Floater Holiday (Admission Day)

Specific and actual dates of such holidays shall be observed as mandated/directed by the State Chancellor's Office. WVMCEA will be invited to participate in any academic calendar committee meetings convened for the purpose of developing the academic calendar.

The Governor, in appointing any other day for a public fast, thanksgiving or holiday, may provide whether the community colleges shall close on the day. If the Governor does not provide whether the community colleges shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, thanksgiving or holiday.

The community colleges shall close on every day appointed by the President as a public fast, thanksgiving, or holiday unless it is a special or limited holiday.

9.1 Specific and actual dates on which such holidays shall actually be observed shall be determined by the District Operational Calendar to include any specific dates stipulated in this agreement.

9.2 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday; when a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday.

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- 9.3 Should a holiday occur while a worker is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the worker's paid leave of absence.
- 9.4 In addition to the worker's regular day's pay for the holiday, workers required to work on a holiday shall receive time and a half pay or be given compensatory time off at the rate of time and a half.
- 9.5 Workers working less than full-time shall receive holiday credit which is prorated, in accordance with the worker's work assignment; part-time workers who are assigned a work year less than twelve (12) full months shall be eligible only for those holidays which fall within their regularly-assigned work year.
- 9.6 If the holiday falls on a non-working day for a worker, and other workers receive that holiday, the immediate supervisor and the worker shall agree on a day to be taken as an alternate holiday.
- 9.7 The Floater Holiday shall be taken as any other holiday, as a full day off work, as defined in Article 17.03. Workers working less than full time shall receive holiday credit which is prorated, in accordance with the worker's work assignment. Workers shall not split the hours over multiple days.
- 9.8 Workers shall be allowed to take a 1/2 day of paid time off for Election Day. The worker and immediate supervisor shall coordinate the time off in order to meet the operational needs of the department and the District.

ARTICLE 10

VACATIONS

10.0 Bargaining unit workers shall earn paid vacation benefits, which shall be prorated in accordance with the worker's individual work assignment, in accordance with the following accrual schedule:

Years of Service	Hours per Year	Hours per Month	Accrual Limit (hours)	Days per Year
1 - 3	90	7.5	180	12
4 - 6	112.5	9.375	225	15
7 - 9	127.5	10.625	255	17
10 - 11	142.5	11.875	285	19
12 or more	165	13.75	330	22

10.1 Although vacation accrual shall be credited during probation, vacation shall not be vested or earned until successful completion of six (6) months of the probationary period.

10.2 Vacation shall be calculated and accrued monthly as earned. The amount of accrued vacation shall not be in excess of the two (2) years' accrual limitation of Section 10.4. Workers who terminate employment while maintaining a debit vacation accrual balance shall have such debit deducted from their final paycheck.

10.3 Workers must be in a paid status for fifteen (15) or more days to earn vacation credit for that month. Workers working less than full-time will accrue vacation prorated upon the percentage of their assignments.

10.4 No worker shall be permitted to accrue more than two (2) years' vacation benefit, based upon each worker's eligibility. Workers who have two or more years of vacation accrual shall cease to earn any vacation until the vacation balance has been brought below the two year accrual limit.

A. The District shall provide vacation accrual information regarding each worker to the appropriate District Administrator on a monthly basis to allow workers to inquire about their vacation accruals. Administrators will meet with workers who, at the time of the report, are within 37.5 hours of reaching the vacation limit; they shall work with such workers to schedule mutually agreeable vacation times during the next one month. The District shall provide vacation accrual information to each worker on a monthly basis.

B. If a worker requests vacation to reduce excess vacation, the supervisor must respond in writing. If the worker is notified by the supervisor that such request has been denied, or if the District initiates any action which results in the

worker's inability to reduce excessive vacation, the worker shall receive lump sum cash payment for the excess vacation.

10.5 **Scheduling:**

Workers are encouraged to submit vacation schedules as far in advance as possible. If such requests are consistent with the reasonable operational needs of the department they will be approved and may not be unilaterally revoked by the District.

The desires and concerns of workers shall be considered and accommodated whenever possible. Scheduling of vacations shall be in accordance with the operational needs and requirements of the District. Requests consistent with the daily operational needs of the department may not be unreasonably denied.

A worker can, if within two (2) months of reaching maximum vacation accrual, schedule a meeting with his/her supervisor to schedule sufficient vacation to keep his/her vacation balance below the accrual limit. The supervisor may schedule up to one week's vacation for the worker.

10.5.1 Although the operational needs and requirements of the District shall be determinant in the scheduling of vacations, it is the District's policy and the parties' intent to encourage the use of vacation and to permit vacation scheduling at the desire and convenience of the worker. Under normal circumstances, a written vacation request for more than four (4) working days would be submitted to the dean or designated supervisor fifteen (15) working days prior to the requested date or far enough in advance to adequately plan for the worker's absence. The immediate supervisor shall notify the worker of the approval/disapproval of vacation requests within seven (7) days following submission of the request.

10.5.2 If a conflict in vacation schedule request arises among workers, the conflict shall be resolved by permitting the senior-most worker(s) to have first choice in vacation scheduling, so long as the vacation requests were received within a reasonable amount of time. To eliminate confusion, "reasonable amount of time" is defined as within seven (7) days of each other. If the senior-most worker(s) does not meet this timeline, the first choice in vacation scheduling is voided.

10.5.3 Once approved, vacation schedules shall not be changed, except by mutual agreement of the worker and the immediate supervisor.

10.6 A worker may interrupt or terminate vacation leave if hospitalized or upon presentation of a medical report or if there is a death in the immediate family. In these instances, the sick leave provisions and bereavement provisions of the Agreement shall apply.

- 10.7** Workers who work a ten-month or eleven-month schedule may meet with their supervisor at the beginning of each academic year to discuss vacation schedules for the coming year.
- 10.8** Workers must submit their absences within that month's leave reporting deadline upon return to duty or follow the District's process for reporting late submission of absences.
- 10.9** To be eligible for vacation leave, the worker must have sufficient accrued vacation leave to cover the absence. If the worker submits an absence that is approved by the supervisor, but does not have enough vacation leave allotment to cover the vacation leave taken, the worker will be in an overpaid status for the number of hours that were not covered. The associated overpayment amount will be deducted from the worker's pay, at his/her current hourly rate in the earliest possible pay cycle, subject to the provisions of Article 15.2.4-Payroll Errors.

ARTICLE 11

PROBATIONARY STATUS

11.0 Probation:

New workers within the bargaining unit shall serve a probationary period of one year. Upon successful completion of the probationary period, the worker shall be deemed a permanent worker. The worker shall during the time of probation have all rights of this agreement except where specifically prohibited. At any time during probation, and at the sole option and decision of the District, workers may be released from employment.

11.0.1 Probationary workers shall be given a written notice five (5) working days prior to the effective date of release.

11.0.2 Probationary workers shall receive performance appraisals in accordance with Article 13.1.

11.0.3 A new worker in probationary status will be eligible to apply for a vacant position after having received a satisfactory performance appraisal. Upon request by the probationary worker, a supervisor shall complete a performance appraisal prior to the deadline of the application period. Should the probationary worker be promoted, he/she must serve a new probationary period, per Article 22.0.4.2.

11.0.4 It is specifically understood and agreed that probationary workers are not covered by, and shall not have access to, the provisions of Article 21, Disciplinary Action, of this Agreement.

11.0.5 Permanent status with the District occurs only after completion of a one-year probationary period in a single classification.

11.1 Conditional Status:

Permanent workers who are promoted to another classification shall serve a promotional probationary period of six (6) months called conditional status. While serving in this status, the worker shall receive all rights and privileges of permanent employees. Any release shall be governed by the provisions of Article 22, "Promotion/Demotion," Section 22.0.4.

11.1.1 Permanent workers serving in conditional status shall have a performance appraisal completed at the end of the 6-month promotional probationary period to determine permanent status in the higher classification.

ARTICLE 12

PERSONNEL FILES

12.0 Personnel Files:

The personnel file is District property and there shall be one District personnel file for each worker, which shall be maintained in the Human Resource Department (Personnel Services). The personnel files shall contain the following minimum items of information:

- a. Required tuberculosis clearance
- b. Transcripts of academic records, if appropriate
- c. Licenses, if applicable
- d. Signed application form and other appropriate employment documents
- e. Payroll documents
- f. Performance appraisals and performance plans
- g. Leave documentation
- h. Disciplinary actions
- i. Letters of commendation approved by the President, Vice Chancellor, or Associate Vice Chancellor of Human Resources.

12.0.1 Personnel files shall not contain ratings, reports, or recruitment files which were obtained prior to employment or were obtained in connection with a promotional examination. The personnel file will contain the application document and the job announcement associated with the change of assignment.

12.0.2 Workers shall have the right to examine his/her personnel file and to obtain copies of materials contained therein. Workers are encouraged to make an appointment. Materials obtained prior to employment are excluded from this agreement. Upon written request, workers from Mission College may request the personnel file be reviewed at Mission which will require the file being transported from one location to another. Personnel files will be reviewed in the presence of a Human Resources staff member.

12.0.3 All personnel files shall be kept in confidence and shall be available for inspection only to other workers of the District when actually necessary in the proper administration of the District's affairs or the supervision of the worker. The worker's personnel files shall be available for examination by the worker's representative with written authorization by the worker. The worker agrees that in so authorizing, he/she shall indemnify and hold harmless the District from any and all claims, demand, suits or any other actions arising from such access or review.

12.0.4 No material in the worker's personnel file originated prior to two (2) years shall be used to discipline, evaluate, dismiss or transfer a worker.

12.0.5 **Adverse Material:**

Adverse material produced by a third party must be signed by the complainant and submitted in writing within twenty (20) working days of the incident or occurrence. The supervisor shall provide a copy to the worker at least two (2) working days prior to the supervisor investigating the complaint. If the adverse material is determined to warrant disciplinary action, the supervisor shall follow the terms of the agreement. If the material is not determined to warrant disciplinary action, the material will not be placed in the personnel file.

ARTICLE 13

PERFORMANCE APPRAISALS

13.0 Preamble:

Recognizing that workers are the District's most important assets, performance appraisals encourage excellence by providing a written assessment of employee work performance. As appropriate to the position, the performance appraisal process shall include documentation of participation in the process of student learning outcomes (SLO) assessment and evaluation, and support for the use of the results of these assessments in the process of continuously improving student learning. The performance appraisal system should communicate performance standards for the position and encourage growth and improvement of performance for the future. (Refer to the adopted appraisal form for worker's and supervisor's role and responsibility in the appraisal process.)

13.1 Frequency:

13.1.1 **Permanent Workers:** Permanent workers will not be evaluated more than once a year until the worker reaches three years of employment, and not more than once every two years thereafter, except for those workers in an overall "Needs to Improve" status.

All permanent workers shall receive a written performance appraisal on the approved form by the District, due on June 1, for the period from June 1 to May 31. If a worker is in a "Needs to Improve" overall status, they will be issued a performance improvement plan (PIP), a PIP shall not be substituted for a written warning.

13.1.2 **Probationary:** A performance appraisal for probationary workers will be given at five (5) and ten (10) months, with an optional third evaluation at twelve (12) months. If the worker is in satisfactory status, the worker will become permanent at one year. Probationary workers may not be terminated without having two (2) evaluations that are thirty days apart. The Association will be advised of probationary workers with performance issues via email.

13.1.3 **Conditional Status:** Permanent workers will be given a performance appraisal at six (6) months to determine permanent status in the higher or lower classification. If the worker is in a satisfactory status, the worker will become permanent in the higher or lower classification.

13.2 Responsibility for Performance Appraisals:

Performance appraisals shall be prepared and presented by the worker's immediate supervisor/manager. The immediate supervisor is solely responsible for the content of the performance appraisal, however, if the worker is provided daily work direction by someone other than the immediate supervisor, that person may

provide information to the supervisor for the purposes of completing a well-rounded performance appraisal. The immediate supervisor is responsible for the full content of the performance appraisal. It is the responsibility of the immediate supervisor to present the performance appraisal. No other management personnel should be present except as provided for under 13.3.5. The next level supervisor is only responsible to ensure that the performance appraisal process has been followed. The evaluation form shall be modified to include a line for signature of the appropriate manager, indicating knowledge of the evaluation.

13.3 Performance Appraisal Process:

Performance appraisal reports shall be written on forms provided by the District and shall be signed by the person making the appraisal. The worker shall sign the report as evidence of his/her knowledge of its contents. A copy of the report shall be maintained in the official personnel file of the unit worker.

13.3.1 **Negative Documentation:** All negative documentation to be included in the performance appraisal must be presented to the worker within thirty (30) regular on-duty days of the alleged occurrence or knowledge thereof. When presenting the negative feedback, the supervisor will identify the specific date(s) and/or timeframe(s) of the occurrence(s) and details regarding the performance issue.

If the negative documentation to be included is not from the supervisor, the worker shall receive a copy of said document prior to the discussion. The worker may meet with his/her immediate supervisor and the author of the written document. If the author refuses to meet with the worker and the supervisor, the document will be destroyed.

13.3.2 All favorable documentation to be included in the performance appraisal shall be provided to, and discussed with, the worker.

13.3.3 All written remarks on the appraisal shall be specific. Any negative comments shall be documented as outlined in 13.3.1.

13.3.4 As specified by law, the Associate Vice Chancellor shall hold the performance appraisal for ten (10) days before filing it. If a response is submitted within ten (10) days of the appraisal, both the response and the appraisal will be reviewed by the Associate Vice Chancellor, Human Resources prior to the materials being placed in the worker's personnel file. However, a written response may be submitted at any time, and directly placed in the personnel file.

13.3.5 The worker shall be entitled to have representation present at any level of this appraisal. Management may have an observer any time a representative is present.

13.4 Performance Appraisal Review:

No appraisal of any worker shall be placed in the official personnel file without the worker having had the opportunity to discuss the appraisal with the reviewer.

If the reviewer scores the performance appraisal with an overall “Needs to Improve/Unsatisfactory” rating, the reviewer shall develop an improvement program for the worker that outlines the areas that need improvement, the objectives that need to be met in order to raise the overall score for the appraisal to “Satisfactory” or higher, and a corresponding timeline to complete the improvement program.

The worker shall have the right to review and respond to any "Needs to Improve/Unsatisfactory" performance appraisal in accordance with the provisions of Article 12, "Personnel Files," Section 12.0.4.

13.5 Performance Appraisal Appeals:

Workers who receive a "Needs to Improve/Unsatisfactory" overall performance appraisal may appeal the appraisal. All workers have the right to WVMCEA representation during any stage of an appeal. The appeal will take place in an informal meeting between the immediate supervisor, the next level supervisor, the worker and the worker's WVMCEA representative. The next level supervisor shall provide a response to the appeal within ten (10) working days of the informal meeting.

13.5.1 Workers who have been unsuccessful in completing an improvement program and subsequently receive an overall "Needs to Improve/Unsatisfactory" performance appraisal which is upheld by the next level supervisor may be denied their salary step increment. Before the step increment is denied, the worker may formally appeal the "Needs to Improve/Unsatisfactory" appraisal to the Associate Vice Chancellor. The Associate Vice Chancellor shall meet with the worker, the worker's WVMCEA representative, steward or other person designated by that worker and issue his/her decision within ten (10) working days of the meeting.

13.5.2 If upon formal appeal, the Associate Vice Chancellor overturns an overall "Needs to Improve/Unsatisfactory" performance appraisal, the worker shall receive his/her salary step increment effective the date on which the increment was due. Should the appeal be denied, and should the worker subsequently receive a "Superior/Satisfactory" appraisal on an interim or special performance appraisal, the worker shall receive the denied salary increment effective the date of the “Superior/Satisfactory” performance appraisal.

13.5.3 An improvement program shall include an interim performance appraisal to determine progress in achieving the objectives of the improvement program. The next level supervisor may be included in the development of the improvement program and all subsequent progress reviews.

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

ARTICLE 14

SAFETY

14.0 The District shall make every effort to conform to and comply with all applicable health and safety and sanitation requirements of the California Occupational Safety and Health Act.

14.0.1 The worker shall not be assigned to work under conditions which immediately endanger his/her safety or health, but these provisions shall not be deemed to preclude necessary responses to emergency situations, except as provided by law.

14.0.2 Each worker shall immediately report, in writing, any alleged or potential unsafe condition in the worker's working environment, upon discovery, to the worker's immediate supervisor (see Section 14.3 below.). The supervisor shall respond in writing to the worker's concerns within forty-eight (48) hours of submission of the concern, except as provided in Section 14.3.6 below.

14.1 Safety Committee:

Safety is the joint concern of the District and the WVMCEA. One (1) WVMCEA - appointed representative from each unit shall be allowed to participate on separate campus Safety Committees. Such representative shall receive release time to attend meetings of the committee when called during the worker's regularly scheduled work day. No overtime or pay will be granted the representative for attendance at meetings not held during his/her regularly scheduled work hours.

It is understood that Central Services/District personnel are covered by the Safety Committee of the campus to which they are assigned and may serve as WVMCEA representatives on that Safety Committee.

14.2 Safety Shoes:

Upon written or verbal request from the worker to his/her supervisor, the District shall provide a worker who is assigned to a Printing Services or Audio Visual (Office/Technical Unit) classification, or to any Operations/Support Unit classification, up to two (2) pair each fiscal year of safety shoes or boots, at no cost to the worker, for the worker's continued use as long as the worker continues to work in a classification eligible for safety shoes. The safety shoes or boots will be replaced if damaged. The worker shall be responsible for basic maintenance of the shoes, and shall not be held responsible for normal wear and tear. Workers shall wear District-purchased safety shoes only while performing services for the District (including traveling to and from work).

14.2.1 Eligible workers shall be entitled to select a safety shoe of their choice with a cost to the District which does not exceed \$250 for either a low-cut

shoe with a steel toe or a boot with both a steel toe and ankle protection. Workers are encouraged to purchase a safety boot for safety.

- 14.2.2 A worker may elect not to wear safety shoes if the worker decides that his/her safety will not be affected. A supervisor who believes a hazardous work situation exists will discuss the situation with the worker. If, after investigation, it is determined a hazardous work situation existed, the worker shall be advised of correct safety procedures. Repeated occurrences may be subject to progressive discipline.

14.3 General Safety Equipment Vouchers

In all other service areas, not provided for in Section 14.2, where safety equipment is necessary, workers will submit written requests for safety items to their immediate supervisor. The request will be reviewed and approved, if it is found to be a necessary item to perform the essential functions of the job. If the safety item is determined to be a necessity due to an ADA accommodation, the interactive process and procedures will need to be followed accordingly.

14.4 Health and Safety Complaint Process: Report, Action & Appeals

- 14.4.1 Management shall make available to all workers in all work locations the standard "Safety or Health Hazard Report" form which may be filed by any worker with his/her supervisor. The worker should retain the last (fourth) copy.
- 14.4.2 The supervisor shall process the report as follows:
- 14.4.2.1 The supervisor shall state on the form the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate any unsafe or unhealthy condition which may exist. If no action is necessary the supervisor shall so state, providing as much explanation as possible.
- 14.4.2.2 Within three (3) working days of the receipt of the "Health or Hazard Safety Report" the supervisor shall submit copies of the completed report to the College Safety Committee and the worker and the District Safety Officer. The supervisor shall retain the original.
- 14.4.3 If the worker concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Dean or next level supervisor.
- 14.4.4 Within ten (10) working days of receipt of the appeal, the Dean or next level supervisor shall further investigate and shall reassess and provide

the worker with a written statement (specifying dates) of action taken or to be taken. A copy shall be provided to the College Safety Committee and the District Safety Officer.

14.4.5 In the event that the worker is not satisfied with the decision of the Dean or next level supervisor, the matter may be referred to the Executive Director of Facilities, Maintenance and Construction for decision and action. A copy of the final action shall be sent to the worker, College Safety Committee and the WVMCEA.

14.4.6 In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.

14.5 **MSDS/Hazardous Substance Right to Know:**

It is the worker's right to know of hazardous substances in his/her workplace. The District shall determine and provide appropriate training and necessary materials to assure availability of information to the workers. Such information will include Material Safety Data Sheets. (MSDS)

14.5.1 The District shall implement a Hazardous Communication Plan and provide training in accordance with that plan.

14.6 **Video Display Terminals (VDT's)**

14.6.1 **Definition:** A Video Display Terminal (VDT) is defined as any computer terminal, monitor, word processor, or electronic screen.

14.6.2 **Use of VDT's:** Every worker using a VDT may take a fifteen (15) minute respite break from his/her screen work for every two (2) hours of work on the VDT.

14.6.3 **Ergonomic Standards:** All District acquisitions will meet the following standards:

14.6.3.1 Chairs shall meet Cal OSHA standards.

14.6.3.2 Adjustable keyboards and screens will be provided based on workers' requests and identified needs.

14.6.3.3 Screen brightness and contrast shall be adjustable.

14.6.3.4 Glare screens will be provided based on workers' requests and identified needs.

14.6.3.5 Other ergonomic accessories required by Cal OSHA will be provided as recommended by evaluation of the Safety Coordinator. Any other recommendations will be advisory.

14.6.4 **Pregnant Workers' Use of VDT:** Upon worker's request, the worker and the supervisor shall attempt to develop a plan to provide non-VDT job tasks for the pregnant worker for the duration of her pregnancy. If no agreement is reached the worker and supervisor will meet with the person in charge of Human Resources to facilitate resolution. This meeting shall take place within two (2) weeks of the worker's original request. If the situation cannot be resolved the worker may either choose to continue with her current duties and request and receive an anti-radiation screen or comparable device; or may take a leave of absence with benefits and be guaranteed to return to a job in the same classification.

14.6.4.1 No grievance may be filed in regard to Section 14.5.4 except failure to follow established process.

14.6.5 **Instructions:** The District shall ensure that all workers using VDT's receive written instructions regarding proper care and use of the equipment and proper safety measures that should be taken by VDT operators.

14.6.6 **Acquisition:** All new VDT equipment and replacement VDT equipment purchased by the District after July 1, 1990, shall meet FCC Class B Standards (reduced electromagnetic radiation, meets all grounding requirements, low voltage power supplies, and 50 million volt lightning test.)

14.7 **Emergency Preparedness**

14.7.1 As a part of orientation the District will provide each new worker with a copy of an Emergency Preparedness plan. The District will provide appropriate training in the area of emergency preparedness within ninety (90) days of hire.

14.7.2 The District shall distribute a copy of the Emergency Preparedness plan to all current workers within ninety (90) days of Board adoption. The District shall determine and provide appropriate training in the area of Emergency Preparedness.

14.7.3 The parties shall develop and implement a training program for all workers, to address mutually recognized concerns regarding campus security issues.

ARTICLE 15

SALARIES AND COMPENSATION

Compensation

For 2021-2022 and 2022-2023:

Effective the first pay period following Board of Trustees' approval of the agreement, the salary schedule will be increased by 5%. Effective July 1, 2021, the salary schedule will be increased by 5%. Effective July 1, 2022, the salary schedule will be increased by 5%.

15.1 Salary Placement

15.1.1 **Initial Placement on the Salary Schedule:** Initial salary placement of a new worker shall be on Step A of the designated range for the job classification in which he/she is employed. A higher step placement within the range may be authorized by the Associate Vice Chancellor at the time of appointment, for an individual who is highly qualified, when it is considered to be in the best interest of the District.

15.1.2 **Service Increments:** A worker shall be granted a one step salary increase on the worker's anniversary date following the completion of each successive assignment year of service until the worker reaches Step E of the salary range. In order to be eligible for step F, the worker must complete two (2) years at step E. In order to be eligible for step G, the worker must complete two (2) years at step F. Such advancement on the salary schedule is based upon satisfactory performance and advancement may be withheld for up to one year pending attainment of a satisfactory performance appraisal.

15.1.2.1 The anniversary increment date is the first day of the month in which the worker was employed.

15.1.2.2 Credit toward a service increment is not earned during a long-term leave of absence.

15.2 Pay Provisions

15.2.1 **Accrual Information:** The District will make leave balances available to workers through the Employee Self-Service through Banner. Sick and vacation leave balances will be provided on the worker's pay stub.

15.2.2 **Pay Adjustments:** Any miscellaneous pay adjustments shall be explained on the employee's copy of the Change of Status form (COS) that Human Resources provides to Payroll. Most pay adjustments will

be processed through Banner, not via a COS to Payroll. Only those transactions which require Payroll entry will be provided on a COS.

15.2.3 **Pay Provisions for Workers Working Less than 12 Months:** Ten (10) and eleven (11) month employees shall work a total of 10 or 11 months respectively. Human Resources will develop the 10 and 11 month work calendars annually. For the purpose of developing the calendars, a month is valued at 22 workdays, which equates to 11 days in each of the split months. Workers have the option to divide their earnings into twelve (12) equal payments, as long as each payment covers all statutory deductions for the month and any voluntary deductions designated by the worker. The worker shall be compensated for all time worked in excess of the twenty-two (22) days at his/her regular hourly or overtime rate, as applicable, in addition to the worker's regular scheduled earnings for the regular, planned work assignment.

15.2.4 **Payroll Errors:** Whenever it is determined that an error has been made in the calculation for the classified worker's payroll, or in the payment of any classified worker's salary, the District shall, within five (5) working days following such determination, provide the worker with a statement of the correction and either a supplemental payment drawn against any available funds, or a notice of overpayment and a notification to contact the Associate Vice Chancellor to establish a reasonable schedule in which the overpayment will be reimbursed to the District without causing a financial hardship to the worker.

15.3 Special Pay/Compensation Situations

15.3.1 Call Back Pay

15.3.1.1 A worker who is called into work on a day when the worker is not scheduled to work, or who is called back to work after completing his/her regularly assigned work shift, shall receive a minimum of three (3) hours pay for such situation.

15.3.1.2 A worker who is required by his/her immediate supervisor to carry a paging device or cellular telephone when the worker is not scheduled to work or after completing his/her regularly assigned work shift shall receive twenty-five (\$25) dollars per day he/she is required to carry the device. No worker shall be required to wear a paging device without written authorization.

15.3.2 Shift Differentials

15.3.2.1 The District shall pay an additional two hundred dollars (\$200.00) per month, prorated for part-time workers, to all

workers regularly scheduled to work 50% or more of their weekly assigned work hours between midnight and 8 a.m.

15.3.2.2 The District shall pay an additional one hundred and fifteen dollars (\$115.00) per month, prorated for part-time workers, to all workers regularly scheduled to work 50% or more of their weekly assigned work hours after 5:00 p.m.

15.3.2.3 Workers' hours/shifts shall not be assigned/reassigned to avoid the payment of shift differential.

15.3.2.4 For workers beginning or ending employment mid-month, the shift differential rate will be calculated based on beginning or ending date of employment and the hours "worked" associated with that date.

15.3.2.5 For workers on a leave of absence, except those on industrial illness/injury or vacation, shift differential pay will be suspended until such time as the worker resumes his/her regular work schedule.

15.3.3 **Out-of-Classification:** Out-of-classification assignments are made by management in consultation with the affected employee.

The immediate supervisor does not have the sole authority to assign out of class work. Authorization to begin the out-of-classification assignment will be provided by Human Resources following Board approval. Out of class work will comply with Education Code §88010.

Out-of-classification is defined as performing 100% of the duties in a higher level classification. A worker may be assigned duties in a higher level classification and still continue to perform some or all of the duties in the worker's regular classification. For clarity and distinction, this is considered additional duties assigned, not out-of-classification work. The worker will be compensated accordingly, but the additional pay will not be reportable under CalPERS rules and regulations.

15.3.3.1 If a worker is temporarily assigned to perform higher level duties not reasonably consistent with those described for his/her regular job class or which are ordinarily performed by a supervisor, for more than five (5) work days within a fifteen (15) calendar day period, the worker will receive an upward salary adjustment retroactive to the first day of the out-of-class assignment. The salary adjustment shall be effective for the entire period of such assignment. The amount of the adjustment shall be the same as would be provided by the

regular promotional rules. Out-of-classification work or additional duties assigned, where possible, will be assigned with the consent of the worker. An out of classification assignment or additional duties assignment that is assigned without the consent of the worker cannot exceed twenty-two (22) working days.

15.3.3.2 Workers who are assigned work out of class that exceeds a twelve (12) month period shall receive a step increase(s) on the salary schedule for the class in which they are working.

15.3.3.3 Assignments outside of the bargaining unit:

- a. When a worker is requested to perform less than 100% of the duties of a position outside of the bargaining unit, the worker shall receive a minimum of 7% salary adjustment, exclusive of special pay additives such as growth incentive or shift differential.
- b. When a worker is requested to perform all of the duties of a position outside the bargaining unit, the worker shall receive placement on the salary step above their current rate of pay in the new out-of-class classification that is at least, a minimum 6% salary adjustment, exclusive of special pay additives such as growth incentive or shift differential.

15.3.3.4 Assignments Within the Bargaining Unit:

When a worker is assigned duties of a higher classification, the worker shall receive placement on the next salary step above their current rate of pay in the new classification that is, at least a minimum 5% salary adjustment, exclusive of special pay additives such as growth incentive or shift differential.

15.3.3.5 Out of Classification Substitutes:

Before the District can use temporary employees to fill a vacant position, the position will be posted to all WVMCEA classified employees for five working days. Any qualified WVMCEA employee may request to fill a temporary vacant position by working out-of-classification as a "substitute" for not more than 960 hours within a fiscal year, per Government Code 20480. The District will use any qualified WVMCEA employee

who a) meets minimum qualifications for the position, b) is in non-probationary/non-conditional status and c) has a most recent performance appraisal evaluation of “satisfactory” prior to hiring a temporary to fill the position. If more than one person applies for the opportunity, the District, in its discretion, may choose from the applicants. Both the supervisor of the vacant position and the supervisor of the person seeking the “out-of-class substitute” position will meet to reach agreement on the viability of the substitute arrangement. If agreement cannot be reached, the supervisors will meet with the Associate Vice Chancellor of Human Resources in the interest of finding a viable way to provide the classified employee the opportunity to assume the substitute position. If an employee is selected through this process, his/her vacated position will be exempt from this section. If no WVMCEA employee is qualified and interested, then the District may use temporary employees. When a position is temporarily vacated due to a long-term leave of at least one month, Human Resources will notify the WVMCEA of the opportunity prior to seeking an hourly substitute.

15.3.4 **Travel/Personal Expenses**

15.3.4.1 When authorized in advance by the District, to perform official District duties, workers shall be reimbursed for use of personal vehicles at the current Board established rate (keyed to the current IRS rate), and shall be reimbursed for actual reasonable and necessary expenses arising from travel or personal expenditure incurred in the discharge of official duties.

15.3.4.2 No worker shall be required to use his/her personal vehicle as a condition of employment.

15.3.4.3 The District will not charge unit workers for parking fees, which shall include up to two (2) parking permits.

15.3.5 **Bilingual Compensation:** The District acknowledges the contributions of those workers who possess bilingual skills. The professionalism shown by workers using these skills has enriched the educational environment for students with diverse communication needs.

Each worker requested to use his/her bilingual skills in the regular course of business shall receive a bilingual stipend of \$35 per month. Should the need for bilingual skills change within a specific work area, the stipend may be discontinued with at least thirty (30) days’ notice. Workers who volunteer to converse with or translate for visiting

dignitaries, the public or students will not normally qualify for this compensation.

For workers on a leave of absence, except those on industrial illness/injury or vacation, the bilingual stipend will be suspended until such time as the worker resumes their regular work schedule.

- 15.3.6 **Longevity Bonus:** Workers will receive a \$500 bonus after ten (10) years of service to the District in probationary/permanent status to be awarded in the subsequent July payroll and annually thereafter until 15 years have been achieved. Workers will receive a \$1,000 bonus after fifteen (15) years of service to the District in probationary/permanent status to be awarded in the subsequent July payroll and thereafter. For any worker who does not receive a regular paycheck in the month of July, the bonus will be awarded in the subsequent August payroll, and annually thereafter. The awards are non-accumulative. Longevity is calculated by date of hire, in the classified service, regardless of time base.

15.4 State Disability Insurance Procedure

- 15.4.1 **Definition:** The State Disability Insurance Program (SDI) provides partial compensation for loss of earnings due to sickness and injury.
- 15.4.2 **Payment:** The District shall deduct the SDI premium from each worker's paycheck.
- 15.4.3 **Eligibility:** Workers entitled to disability insurance benefits can receive compensation for mental and physical injuries that prevent them from performing their customary work. A worker is considered disabled in any day in which the worker is certified disabled by the worker's licensed medical practitioner. Workers new to the District are eligible to participate in SDI after paying into the fund for a period of six (6) months.
- 15.4.4 **General Requirements:** A claimant will receive disability benefits after the condition has prevented his/her working for a period of at least eight calendar days. No benefits are payable for the first seven calendar days.
- 15.4.5 **SDI Integration**
- 15.4.5.1 **Determination of Benefits:** The worker shall provide the District with a copy of the weekly determination of benefits statement received from SDI. This amount shall be deducted from the check paid to the worker by the District.

15.4.5.2 **Calculations:** The worker shall provide the District with a copy of each statement of benefits received. The District will then deduct the dollar amount received from the worker's next check paid.

15.4.5.3 **Integration With Sick Leave:** SDI will automatically be integrated with accrued sick leave. SDI plus sick leave will provide 100% salary to the worker until the accrued sick leave balance has been exhausted. During the disability period, the worker will continue to accrue sick leave hours, as long as the worker remains in paid status for the accrual month.

15.4.5.4 **Integration With Other Benefits:** After exhaustion of sick leave benefits may be integrated with vacation and/or substitute differential. At no time will vacation integration be approved retroactively.

15.4.6 **Long Term Disability:** Long term disability (LTD) will take effect on the ninety-first (91st) day of disability or the exhaustion of all sick leave. Terms and conditions, and eligibility of the Long Term Disability Insurance Program will apply.

15.5 RETIREMENT PLANS AND EMPLOYEE CONTRIBUTIONS TO PLAN COSTS

The District's administration of the Pension Retirement Plan for members of the bargaining unit shall conform and be subject to California Public Employees Retirement System (PERS) requirements and the California Public Employees' Pension Reform Act of 2013 ("PEPRA").

15.5.1 All bargaining unit members in the District's PERS miscellaneous retirement plan hired prior to January 1, 2013, and those hired by the District on or after that date who were members of PERS or another reciprocal public employee retirement system who were not separated from that system for six months or more, shall be considered "Classic Members" as defined by PEPRA and shall be covered by and participate in the 2% at 55 retirement formula and contribute seven percent (7%) of compensation earnable.

15.5.2 All bargaining unit members in the District's PERS miscellaneous retirement plan hired on or after January 1, 2013, who were not members of PERS or another reciprocal public retirement system prior to that date, or who are no longer eligible for a PERS miscellaneous plan or reciprocity with another public employee retirement plan due to a separation of six months or more, shall be considered "New Members" as defined by PEPRA and shall participate in the PERS 2% at 62 miscellaneous formula and shall contribute the statutorily mandated employee contribution rate of

one half of the District's PERS normal cost rate in accordance with Government Code 7522.30. -

15.6 Classification System

The District and the WVMCEA believe it is important to maintain a fair and equitable classification system. Because duties and responsibilities change over time, the parties have agreed to the following system to update and recognize changes which take place.

15.6.1 **Background:** The job classifications implemented in 2017-18 as a result of the classification/compensation study shall be considered the base line for all classifications in the District.

15.6.2 **Classification of New Positions:** When a vacant position is to be changed or a new position is to be created, the Associate Vice Chancellor of Human Resources shall review the requirements of the position, the job duties and the level of responsibility, and determine whether the position shall be placed in an existing classification or whether those factors are sufficiently different to require that a new job classification be established. The Associate Vice Chancellor of Human Resources shall use the classification and compensation criteria used in the establishment of the job descriptions implemented in 2017-18. The Associate Vice Chancellor shall send a summary analysis and recommendation to the WVMCEA office. The WVMCEA shall have at least ten (10) working days to review the documents and respond.

15.6.2.1 If the WVMCEA objects to the classification and/or wage level, it shall schedule a meeting with the Associate Vice Chancellor to discuss the matter.

15.6.2.2 If the parties fail to reach an agreement, WVMCEA shall present a written summary of their analysis and recommendation to the Associate Vice Chancellor of Human Resources. The Associate Vice Chancellor shall review and schedule another meeting to discuss. If the parties fail to reach an agreement about the appropriate classification and wage level, the matter shall be submitted to an independent consultant.

15.6.2.3 The District representative and WVMCEA will meet to review the recommendations of the independent consultant and come to a resolution of the recommendations. The decision will be forwarded to the Board of Trustees for action.

15.6.3 **Reclassification Requests:** A worker may submit a request for a reclassification based upon a substantial and permanent change in the level of duties and responsibilities assigned to the position by the

District. The worker must be a permanent classified worker and must have been performing the work which is the basis for the reclassification request for at least six (6) months before the reclassification request. To make a request for reclassification, a worker shall submit a request for reclassification as follows:

- 15.6.3.1 The request for reclassification shall be submitted to the Associate Vice Chancellor, who shall consider and respond to the request within ninety (90) calendar days. The Associate Vice Chancellor of Human Resources shall consider all material submitted by the worker and conduct whatever investigation is needed to make a determination regarding the reclassification request.
- 15.6.3.2 The request shall include a reclassification packet as provided by Human Resources.
- 15.6.4 The worker shall retain a copy of the request packet and give a copy to the WVMCEA chapter president.
- 15.6.5 Upon making a determination about the reclassification request, the Associate Vice Chancellor of Human Resources shall submit their determination to the worker, the chapter president and WVMCEA. This determination shall include the worker's right to appeal and information on deadlines as outlined below.
- 15.6.6 If the WVMCEA and worker wish to appeal the determination of the Associate Vice Chancellor of Human Resources, they may request a meeting to discuss the issue within ten (10) working days of receiving the written decision.
- 15.6.7 If the meeting does not resolve the issues, WVMCEA or the worker may appeal the decision of the Associate Vice Chancellor of Human Resources by submitting a written appeal to an independent consultant mutually agreed upon by, and the cost borne equally by, the parties. The written appeal shall point out specific information contained in the worker's reclassification request that supports the worker's appeal. Information not contained in the worker's reclassification request or documented before the meeting in 15.5.6 above by either party shall not be presented to the consultant.
- 15.6.8 The item shall be agendaized for the next Board meeting after agreement or after the consultant's written recommendations have been received.
- 15.6.9 **General Provisions Regarding Reclassifications**
 - 15.6.9.1 An increase in the volume of work shall not be the basis for a reclassification. However, the provisions of Article 17.2.2 shall apply.

- 15.6.9.2 The District shall do everything in its power to ensure that workers are not assigned nor expected to perform duties which are outside their job descriptions. Any time management proposes a reorganization, a description of all affected positions and recommendations for changes shall be provided to WVMCEA and the chapter president. The Association will be given sufficient notice to meet on such reorganization before it is approved.
- 15.6.9.3 Decisions regarding reclassification shall be based on substantial and permanent changes in the level of duties and/or responsibilities required of positions assigned by the District.
- 15.6.9.4 If a reclassification request was denied, no further reclassification request may be made unless the worker can demonstrate that the job has substantially changed since the last reclassification request. Disputes about this section may also be appealed to the consultant.
- 15.6.9.5 A worker may apply for a reclassification if he/she is permanently assigned work at a higher classification for at least six (6) months. (This provision may be waived as a result of reorganization as per Section 15.6.9.2 above.)
- 15.6.9.6 A worker who has applied for the reclassification may not apply for another reclassification for at least one year from the date of the last reclassification request.
- 15.6.9.7 A decision to reclassify a position shall be retroactive to the date of application. For any reclassification that incorporates a time-base change, the calculation for the retroactive pay will be based on the hours actually worked by the member. This could include either a time base change to the number of months worked or a time base change to the number of hours worked in a day for those positions that are less than full time position.
- 15.6.9.8 Supervisors shall not change duties arbitrarily or capriciously while a request is pending.
- 15.6.9.9 Requests for reclassification from more than one worker in the same classification may be submitted together as a group if the changes in the job duties and responsibilities are substantially the same for all workers in the group.

- 15.6.9.10 The appeal before the independent consultant shall be conducted as a very brief informal meeting. Participants at the meeting shall be the worker, one WVMCEA representative, one WVMCEA steward (if he/she is not the designated WVMCEA representative), the Associate Vice Chancellor of Human Resources (or designee) and the applicable District Administrator. If the consultant needs additional information or participants at the meeting, he/she will designate who should be asked to attend the meeting.
- 15.6.9.11 Release time will be provided for unit members and stewards who are participating in this process.
- 15.6.9.12 **Reclassification Salary Placement:** All individual worker reclassifications requested and received by Human Resources, if approved, warrant a step-to-step salary schedule placement. Any reclassification affecting an occupational field will be negotiated separately with WVMCEA.

15.7 Classification Studies

- 15.7.1 The District will maintain a schedule for comprehensive classification studies, whenever possible, every (10) years.

ARTICLE 16

HEALTH AND WELFARE BENEFITS

16.0

Effective January 1, 2022, the District's annual contribution provided to active employees toward premium costs for health benefits (including medical, dental, vision, and prescription) shall be limited at \$12,480 for single coverage, \$23,580 for 2 party coverage, and \$30,240 for 3 or more coverage. Employees 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.

The District shall also extend benefits to an employee'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 and domestic partner will be required to complete and sign the District's most current 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 District will follow current IRS regulations regarding Domestic Partnerships.

16.1 **Change in Program:**

It is agreed that, effective January 1, 2022 the District will make available CalPERS medical plans to all active employees and retired unit members. 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 WVMCEA and shall meet any and all contractual obligations with CalPERS.

CalPERS medical plans include coverage for mental and behavioral health.

16.2 Dental insurance will be provided to all benefit-eligible WVMCEA employees. The choice of a Delta Dental PPO and Delta Care HMO will be available.

16.3 Effective the first pay period following approval of the agreement, long-term disability will be provided and paid for by the District.

16.4 Vision Coverage is provided by Vision Service Plan (VSP) for employees.

16.5 The District’s Employee Assistance Program (EAP) offers confidential short-term counseling visits for personal issues. Continuation of this program depends on the results of an annual utilization and funding review.

16.6 **Life Insurance:** (a) The District shall provide life insurance coverage at \$50,000 for each worker at no additional cost to the worker. (b) The District shall also make additional life insurance available at the worker’s option and own expense. All life insurance benefits will be subject to the terms and conditions of the insurance contract.

16.7 **Contributions**

16.7.1 Part-time employees who work at least fifty (50%) percent of a full-time work assignment shall be permitted to participate in the District’s benefits. However, District contributions to part-time employee benefits shall be prorated in accordance with the worker’s work assignment and part-time employees are obligated to pay a prorated portion of the benefit premiums. The one exception is for employees who work 12 months, (80%) or more - these employees shall receive the same health benefits provided to full time employees. Part-time workers who work less than half-time are not eligible to participate in these benefits.

16.7.2 Effective January 1, 2022, and going forward, any worker, regardless of time base, who is entitled to and chooses not to receive major medical insurance contributions by the District and who submits proof of other group coverage, which provides minimum essential coverage, shall receive an annual amount of four thousand eight hundred dollars (\$4,800.00), prorated per pay period.

16.8 **RETIREE BENEFIT**

Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employee’s Retirement System will receive the District contribution to medical insurance as specified by Board Resolution No. 14091601, in accordance with the unequal contribution method described therein.

- Medical and dental benefits for retirees shall include a spouse/domestic partner or surviving spouse, eligible dependents and/or eligible dependents of domestic partner.
- Retirees not eligible for District-paid medical and dental benefits may participate in District medical and dental plans at their expense.
- A change in medical plan may result in plan changes - retirees changing plans as a 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.

16.8.1 TIER ONE – Unit Members Hired Prior to July 1, 1994 and who retire on or before December 31, 2014.

16.8.1.1 Tier One Eligibility

To qualify for District-paid lifetime medical and dental benefits a retiree hired prior to July 1, 1994, must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through State Teachers Retirement System or Public Employees Retirement System
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plans offered by CalPERS at age 65.
- e. Completion of the following service requirement:

Employees retiring who were hired before 11/01/1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

Or

Employees retiring who were hired between 11/01/1990 and 06/30/1994 must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. Medical and dental benefits for employees with less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

- f. Retire prior to December 31, 2014

16.8.1.2 Tier One Benefits

All retirees and their eligible dependents hired before July 1, 1994, shall be entitled to receive the medical and dental benefits package that was in effect at the date of the retirement. The District shall pay 100% of the retiree’s annual medical and dental premium and any difference in co-pays should the plan change from what they retired under.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Resolution No. 14091601, the District will provide the contribution defined below to Tier One Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District’s contribution shall consist of:

100% of the retiree’s annual medical and dental insurance premiums, minus the District’s minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091601.

16.8.2 TIER TWO - Unit Members Hired Prior to July 1, 1994 and who retire on or after January 1, 2015.

16.8.2.1 Tier Two-Eligibility

To qualify for District-paid lifetime medical and dental benefits a retiree hired prior to July 1, 1994 must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through State Teachers Retirement System or Public Employees Retirement System
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plans offered by CalPERS at age 65.
- e. Completion of the following service requirement:

Employees retiring who were hired before 11/01/1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

or

Employees retiring who were hired between 11/01/1990 and 06/30/1994 must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. Medical and dental benefits for employees with less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

16.8.2.2 Tier Two Benefits

Effective January 1, 2015, employees hired before July 1, 1994 who retire on or after January 1, 2015, and who meet the eligibility requirements listed in Sections 16.8.2 shall receive the same medical and dental benefits package offered to active employees as described in Section 16.0. The District shall pay 100% of the retiree's annual medical and dental premiums.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Resolution No. 14091601, the District will provide the contribution defined below to Tier Two Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:
100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091601.

16.8.3 TIER THREE - Unit Members Hired on or after July 1, 1994 and who retire on or after January 1, 2015.

16.8.3.1 Tier Three Eligibility - Established Pursuant to California Government Code Section 22895.

To qualify for District-paid lifetime medical and dental benefits, a retiree hired on or after July 1, 1994 who retires on or after January 1, 2015 must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through State Teachers Retirement System or Public Employees Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plans offered by CalPERS at age 65.
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District.

16.8.3.2 Tier Three Benefits

Tier Three Retirees who meet the eligibility requirements listed in 16.8.3 shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091607.

16.9 Joint Labor-Management Council on Health Insurance Benefits

- 16.9.1 The District will abolish the current Health Benefits Review Committee and in its place will establish a Joint-Labor Management Council with the District and each exclusive bargaining representative will have voting representation. Other District interest groups, inclusive of the Managers Association, Confidential Unit, and the Retiree's Association, shall have no voting representation.
- 16.9.2 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.
- 16.9.3 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.
- 16.9.4 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 17

WORK ASSIGNMENTS AND HOURS

17.0 This article is intended to define the work assignments and hours and how changes may be affected.

17.0.1 **Work Year:** The work year shall be July 1 through June 30 inclusive. Certain full time positions have been designated as less than twelve (12) months with a work year of ten (10) or eleven (11) months.

17.0.2 **Work Week:** The regular work week shall consist of five (5) days consisting of thirty seven and one-half (37 1/2) hours.

17.0.3 **Work Day:** The work day shall be seven and one-half (7.5) consecutive working hours.

17.0.4 The definitions above must be fully met in all specifics to constitute full-time employment status; all other work schedules shall be deemed part-time employment positions, except that those persons working thirty-seven and one-half (37 1/2) hours per week shall be considered full-time workers, regardless of shift anomalies.

17.0.5 **Weekend Hours:** All workers newly hired after July 1, 1997 will be required to sign a statement agreeing that they may be required to work on Saturday or Sunday, and that their shift or schedule may be changed by management. Such changes shall take place two (2) weeks after the worker and the Chief Steward have been notified in writing of the shift or schedule change. The procedures outlined in Article 17.1 regarding changes to shift or schedule do not apply to those workers hired after July 1, 1997; however, if requested, the parties will meet informally to discuss the change during the two (2) weeks.

Workers hired prior to July 1, 1997 may have their schedules changed under the procedures outlined in Article 17.1. However, such changes cannot include Saturday or Sunday hours without the written consent of the worker as provided for in Education Code §88010.5. Such workers retain these rights regardless of layoff, reinstatement, demotion or promotion. Workers hired prior to July 1, 1997 may be required to work occasionally on Saturday or Sunday on an overtime basis.

17.0.6 **Work Assignment:** An assignment is a worker's specific work duties and tasks to which a worker is regularly assigned within the worker's class specification. A worker having more than one supervisor shall be given a defined work schedule. The workload from each supervisor will reflect the percentage of the job assignment.

17.0.7 **Work Location:** A work location is the location to which a worker is regularly assigned.

17.0.8 **District Rights:** The District retains the right to establish and reestablish the work year, work week and work day for all workers to meet the educational goals of the District according to 17.1.

17.1 Changes To Work Schedule (Year, Week, Day)

17.1.1 **District Initiated:** Prior to implementing any change, the administrator will provide the Associate Vice Chancellor of Human Resources and the Association with a summary of the proposed changes, the proposed date of change, a list of affected employees, the rationale for the change and a request for the worker(s), through the Association, to reply within five (5) work days.

17.1.1.1 If the worker agrees to the change, the administrator will forward a copy of the worker's written response to the Associate Vice Chancellor. The Associate Vice Chancellor will notify the Association of the agreement and the change may be implemented after five (5) work days or as proposed.

17.1.1.2 If the worker does not agree with the proposed change, the worker may request a meeting with the administrator, the Associate Vice Chancellor and a WVMCEA representative to discuss the need for the change and possible alternatives to the changed schedule. All the following conditions must be met before any worker's schedule may be changed:

- A. Rather than changing the schedules of permanent workers, existing student, temporary or hourly workers shall be assigned to work the changed hours, if qualified to perform the work required.
- B. If no students, temporary or hourly workers exist, reasonable effort will be made to employ student, temporary or hourly workers if funds are available.
- C. Before any work schedule changes are implemented, the applicable administrator will conduct a needs assessment based on pertinent factors, including changes in student enrollment patterns, demographics, changes in time of course offerings, and customer satisfaction surveys.

- D. Needs assessments used to determine schedule changes will be conducted no more than six months prior to the schedule change.
- E. If the worker's schedule needs to be changed, the change will be based on the results of the needs assessment, and the results will be presented in writing to the worker and the WVMCEA representative during the meeting outlined in 17.1.1.2.
- F. To determine which regular worker(s) in a particular unit will be affected by the change resulting from the needs assessment, the steward and workers will meet to consider other options including, but not limited to, overtime (cash or compensatory time) or voluntary rotation. If no agreement among the workers is reached, the least senior workers shall be assigned.

17.1.1.3 If the parties cannot reach an agreeable schedule which meets both the needs of the program and the schedule needs of the worker, a request will be posted for a volunteer in the same classification to trade positions with the affected worker. If a worker serving in the same classification volunteers for the trade, the trade shall take effect.

17.1.1.4 If no voluntary trade can be arranged, the administrator in charge of the affected program area shall make a final decision about the schedule change based on the data documented in 17.1.1.2 above.

17.1.1.5 If such an involuntary schedule change is made, the applicable administrator shall conduct a results assessment in order to measure the effectiveness of the schedule change. The results assessment will be administered at the conclusion of one (1) semester or six (6) months, as applicable, from the first day of the worker's schedule change.

- A. The supervisor will initiate a meeting with the worker(s) to review the results of the assessment. The supervisor will receive input from the worker(s). The assessment will include whether the change achieved the desired results.

- B. The administrator will make a decision based on the results of the assessment whether to continue with the changed schedule or return to the worker's regular schedule. The administrator's decision and summary of the results will be given to the worker in writing within thirty (30) days of administering the assessment.
- C. If no results assessment has been completed, the worker may, at his/her option, return to the former schedule.

17.1.1.6 If, after exhausting all alternatives to a worker's schedule, the worker shall be notified of all opportunities to resume a schedule the same, or as close as possible, to his/her schedule and shall be offered that schedule whenever it is developed or vacated. Provided, however, that if a trade had been made and must be undone, it must be with the consent of both workers.

17.1.2 **Worker Initiated**

17.1.2.1 A worker may request a change to his/her scheduled work year, week or day for either personal or program reasons. The worker will meet with the administrator and provide the administrator with a written summary of the proposed change, the proposed date of change and the rationale for the change. The administrator will respond in writing to the request.

17.1.2.2 If the administrator agrees to the change, the administrator will forward a copy of the response to the Associate Vice Chancellor. The Associate Vice Chancellor will notify the Association of the agreement and the change may be implemented after five (5) work days or as proposed.

17.1.2.3 The administrator may request additional information to be considered prior to making a decision. The administrator will consider the worker's request and within five (5) work days meet with the worker and notify the worker of the decision in writing.

If the decision is negative, this notification will include a rationale for (a) how the changes would adversely impact the program and (b) why the current schedule would be more beneficial to students or the program. The worker may then request a meet and confer take place with the Association and the Associate Vice Chancellor present.

17.2 Assignment Change:

A worker may be assigned any duty within the worker's class specification.

17.2.1 The District recognizes a reduction in force requires a reduction in service. Refer to Article 19. When a reorganization or a reduction in force occurs within a department, the supervisor and worker shall meet to identify tasks and clarify individual responsibilities and priorities. The discussion shall lead to a prioritizing of duties and a summary of workload distribution.

17.2.2 When a worker feels he/she has been assigned more work than can be accomplished within the worker's work day/week, the worker will initiate a meeting with the supervisor to review time allocations, priorities and tasks, and then re-establish priorities.

17.2.3 If the supervisor does not meet with the worker to prioritize the assigned work, it is understood that a worker may file a grievance under Article 17.2.1 and/or 17.2.2 and is entitled to WVMCEA representation throughout this entire process.

17.3 Location Changes Within Campus (Refer to Article 18)**17.4 Location Changes Between Campuses (Refer to Article 18)**

17.4.1 Prior to implementing a change in the worker's location, the administrator will notify the worker, Human Resources and the Association in writing of the change.

17.4.2 A meeting shall take place between the worker and the administrator to discuss the change. The worker may request WVMCEA representation.

17.4.3 If the worker agrees with the change, the change shall take place no earlier than two (2) weeks following the meeting.

17.4.4 If the worker does not agree with the change, he/she and a WVMCEA Steward may request a meeting with the Associate Vice Chancellor to explore alternatives to moving to the other campus. Every attempt will be made to provide the worker with the chance to apply for all available alternatives for which he/she qualifies. Available alternatives discussed at this meeting will include, but are not limited to, promotions, demotions and lateral transfers to similar job classifications for which he/she is qualified.

17.4.5 If a vacancy in the same classification on the same campus is available, the worker shall be offered the position as a matter of right before any other person as long as no one on a re-employment list loses his/her rights.

- 17.4.6 If no acceptable alternative position at the same campus can be found, a request will be posted for a volunteer in the same classification to trade positions with the affected worker. If a worker volunteers for the position, the trade shall take effect.
- 17.4.7 At least three (3) weeks will be provided before the worker will have to move to the other campus.
- 17.4.8 **Return Rights:** A worker who is involuntarily transferred between campuses shall have the right to be reinstated to his/her old position if it is reinstated, or to a vacant position in his/her classification which becomes vacant, for a period of one year. The worker shall have ten (10) days to consider and accept or decline. When one year or one offer has been made, the District will have fulfilled its obligations under this section. No person shall lose re-employment rights as a result of implementing this section for an involuntarily transferred person.
- 17.4.9 **District or Administrative Services Staff:** Administrative Services or District staff who have an office on one campus or another shall be covered by this agreement as if they were assigned to that particular campus for the purposes of determining their principal office location.
- 17.5 Overtime:**
Overtime is defined as any hours requested to be worked in paid status in excess of seven and one-half (7-1/2) hours in a work day or in excess of thirty-seven and one-half (37-1/2) hours in a work week. A supervisor may not require a worker to take time off during the worker's work week to offset time worked in excess of the worker's regularly-scheduled work day.
- 17.5.1 The work week of workers having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive days. Such worker required to work on the sixth (6th) and seventh (7th) day following the commencement of the work week, shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the worker designated to perform the work.
- 17.5.2 Workers shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all overtime hours worked, in accordance with Fair Labor Standards Act. Except in emergency situations with approval of the immediate supervisor, overtime work shall be approved in advance in writing between the worker and the applicable supervisor. All overtime worked and submitted before the deadline for submission of time sheets shall be paid in the next pay period.
- For the purposes of calculating the number of hours worked, time during which a worker is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked.

Reference Education Code 88027

- 17.5.3 All compensation for overtime work shall be in the form of cash payment or compensatory time. No worker may accumulate more than fifty (50) hours of compensatory time each fiscal year (50 hours x 1.5 = 75 hours).
- 17.5.4 All workers shall have the right to request either overtime pay or overtime compensatory time. Management shall approve or disapprove such request prior to the overtime being worked based on the ability to schedule and fund the request. Response shall be on the appropriate form provided by Human Resources if worker so requests. If the request for pay or compensatory time is denied, the worker has the right to refuse the overtime work except as provided in Section 17.5.10.2.
- 17.5.5 Compensatory time off shall be requested and scheduled in accordance with Article 10. Compensatory time shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

Reference Education Code 88028

Workers may view their compensatory balance information on the self-service portal.

- 17.5.6 If a worker is required to work during the regularly-scheduled lunch period, such worker shall receive, at the option of the supervisor, either an alternate lunch period or overtime compensation for the missed lunch period.
- 17.5.7 All overtime shall be approved by the immediate supervisor.
- 17.5.8 Where work assignments normally assigned to workers are involved, workers shall receive first opportunity for the overtime assignment.
- 17.5.9 **Overtime Assignment:** The following conditions and procedures shall apply to overtime assignments:
 - 17.5.9.1 When assigning overtime work, the District shall offer the work in the following order, except under extreme emergencies.
 - 17.5.9.1.1 Overtime work shall be offered on a voluntary basis to all workers in the classification where the work is normally performed in a rotation in seniority order, starting with the most senior worker first and continuing thereafter as applicable.

17.5.9.1.2 Workers who are qualified to perform the overtime work shall be offered the overtime on the basis of job classification in the department or if they normally serve as relief workers for that position.

17.5.9.1.3 If there is an insufficient number of volunteers to perform the job on any given occasion, the work shall be assigned in a rotation in inverse seniority order, starting with the least senior worker first and continuing thereafter as needed.

17.5.9.2 Unless emergency conditions are operative, no worker shall be required to work more than seven and one half (7 1/2) hours of overtime in any given month; nor shall any worker be required to work more than one (1) Sunday of overtime in any given month. Workers may not be required to work overtime. Exceptions or changes to this section would only be made with agreement of the WVMCEA.

17.5.9.3 Workers shall not be disciplined, formally or informally, nor be marked down on their performance appraisal should they be unable to accept an overtime work assignment due to justifiable reasons.

17.5.9.4 Workers who work an approved alternative work schedule shall be paid overtime only for work in excess of thirty-seven and one-half (37.5) hours per week. An approved alternative schedule shall be any schedule that provides for employment which exceeds 7.5 hours per day and is: (1) proposed by the worker and approved by the applicable administrator, or two (2) mutually developed by the supervisor and worker, and approved by the applicable administrator.

17.6 **Alternate Work Schedules:**

Work schedules may be developed that temporarily provide for work days of more than 7.5 daily hours but no more than 37.5 weekly hours. Also, time worked beyond 7.5 hours in a day will not be subject to overtime pay, but time worked in excess of 37.5 weekly hours shall be overtime. Alternate work schedules may be discontinued with thirty (30) days written notice by the District. Note: If workers intend to make a permanent change to their work schedule, the process described in 17.1.2 should be followed.

17.6.1 Workers' requests may include a four (4) day work week.

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- 17.6.2 Workers may request changes in starting/ending times of their work day in accordance with this Article.
- 17.6.3 Workers may request to change or extend their lunch period for the purpose of taking classes.
- 17.6.4 Workers and supervisors must have a written agreement, signed by both parties, agreeing to the alternate work schedule.
- 17.7 **“Flexing” of Work Schedule:**
- There will be no “flexing” of work schedules.
- 17.8 **Meal Periods/Rest Periods**
- 17.8.1 Workers receive an unpaid, duty-free meal period of not more than sixty (60) nor less than thirty (30) minutes, which shall be scheduled at the approximate middle of the worker's work shift. The specific schedule shall be determined by the worker's immediate supervisor, but a worker may request a change in the length or time of his/her meal period. Such requests shall be made to the immediate supervisor and shall be responded to in the same mode of communication as they are submitted within ten (10) days. Approval/disapproval of the change request shall be based on the operating needs and requirements of the District. Workers who work six (6) hours or less per daily work shift shall be exempt from meal period scheduling, unless such scheduling is compatible with the needs and operation of the worker's division/department.
- 17.8.2 A rest period of fifteen (15) minutes is granted for each three and three-fourths (3-3/4) hour work period of the work day. Rest schedules shall be determined by the immediate supervisor. Meal and rest periods may not be used to shorten the work day or allow habitual late attendance and shall not accrue when not used as scheduled.
- 17.9 There shall not be less than an eight (8) hour period between the end of a worker's shift and the start of his/her next work shift.
- 17.10 There shall be no time clocks.
- 17.11 **Summer Work**
- 17.11.1 Twelve (12) month workers who work during the summer may not be forced to change their regular work schedule. However, alternate work schedules may be developed by mutual and written agreement during the summer months.

- 17.11.2 When summer work is available for the work regularly assigned to ten (10) or eleven (11) month workers, the incumbent will be given the opportunity to work the summer schedule. If the summer work schedule is different than the incumbent's regular work schedule, the incumbent may elect to 1) accept the summer work with the temporary change in work schedule, or 2) decline the summer work assignment. If the incumbent declines the assignment, it shall be posted within the bargaining unit and the most senior ten (10) or eleven (11) month worker within the classification will be offered the assignment.
- 17.12 Reducing Work Hours to Teach on a Part-time Basis:** Those classified employees hired to teach can reduce their work hours with the permission of their supervisor in order to teach, as long as the regular hours in their primary job in the classified staff plus that of instructor stay at forty (40) hours or below per week. A classified worker can teach up to two and a half (2 ½) hours per week with no impact on their status. Teaching cannot be connected to a primary job that could impact the classified staff. Classified workers hired to teach will not be discriminated against regarding overtime assignments, and such assignments shall be made in accordance with the provisions of Article 17.5.10. For purposes of this Sideletter, "overtime" is defined as hours worked beyond 40 hours in a workweek.

ARTICLE 18

TRANSFERS

18.0 The purpose of this Article is to insure that the transfer of workers is uniformly administered and qualification requirements are satisfied.

18.1 Definitions

18.1.1 **Lateral Transfer:** For the purpose of internal job recruitments the definition of lateral transfer is defined as:

- a. A lateral transfer is when a worker moves from one job to another in the same job classification in the same salary range.
- b. Workers requesting a demotion (a position paid at a lower salary on the salary schedule) will be considered as a lateral transfer for the purpose of this article.

18.1.2 **Voluntary Transfer:** Refers to a transfer request initiated by the worker.

18.1.3 **Involuntary Transfer:** Refers to a transfer initiated by the District.

18.1.4 **Assignments:** An assignment is any worker's specific duties within the class specification to which the worker is regularly assigned; workers may be assigned at the discretion of the supervisor as a routine aspect of employment. Assignments and reassignments are not transfers and are not subject to the terms and conditions of this Article.

18.2 Worker Initiated Transfers

18.2.1 **Department Vacancies:** When there is a vacant position in a department with multiple positions in the same classification, and there is a worker who is serving in the same classification at the same work location and department, and with the same work responsibilities, will, upon request, be assigned to the vacant position. The assignment may be denied if the worker is experiencing previously documented performance difficulties or lacks a skill necessary to the performance of the primary tasks required by the vacant position. If the assignment is denied, the worker may request a written explanation of the reasons for denying the assignment.

18.2.2 **Demotional Transfer:** Requests for voluntary transfer may include requests for transfer to positions which involve demotion for the requester; however, such requests must be specifically identified and

must include the requester's statement that the potential demotion is understood, desired and requested.

18.2.3 Lateral Transfer:

18.2.3.1 The District shall post lateral job vacancies of bargaining unit positions for at least 10 working days on the District's web page and email all WVMCEA members who have email accounts of the opportunities.

18.2.3.2 A worker requesting a lateral transfer shall submit documentation as required in the job posting. Workers interested in a lateral transfer to vacancies shall submit the required documents as stated in the lateral job posting. All eligible WVMCEA members who meet the definition of lateral transfer in 18.1.1 and who meet the minimum qualifications of the position will be interviewed prior to external recruitment. Meeting the minimum qualifications does not assure an internal selection for the position.

18.3 District Initiated Transfers

18.3.1 Relocation Resulting in Moving the Physical Location of Programs and Services within a Campus:

18.3.1.1 Prior to implementing a change in the worker's location, the administrator considering any relocation will notify the Associate Vice Chancellor of Human Resources, in writing, who will in turn notify and consult with WVMCEA on the proposed relocation.

18.3.1.2 During the course of the worker's normal work year, prior to implementing a change in the worker's location, the administrator will meet with the worker. The worker may request WVMCEA representation.

18.3.1.3 If the change is to occur during the 10 or 11-month worker's break, the administrator will notify the worker. If the worker cannot be notified, the Association shall be notified.

18.3.1.4 At least seventy-two (72) hours (not including weekends) will be provided for the process of notification and meetings before the change takes place.

18.3.2 Relocation Resulting in Moving the Physical Location of Programs and Services between Campuses.

- 18.3.2.1 Prior to implementing a change in the worker's location, the administrator will notify the worker, the Associate Vice Chancellor of Human Resources and WVMCEA in writing of the proposed relocation. The Associate Vice Chancellor of Human Resources will consult with WVMCEA on the proposed relocation.
- 18.3.2.2 A meeting shall take place between the worker and the administrator to discuss the change. The worker may request WVMCEA representation.
- 18.3.2.3 If the worker agrees with the relocation, the change shall take place no earlier than two (2) weeks following the meeting. If the worker does not agree with the change, the immediate supervisor shall provide the worker with a letter clarifying the reason for the relocation to include reference to this article and section.
- 18.3.2.4 If the worker does not agree with the change, he/she and a WVMCEA Steward may request a meeting with the Associate Vice Chancellor of Human Resources to explore alternatives to remaining at the current work location. Every attempt will be made to provide the worker with the chance to apply for all available alternatives for which he/she qualifies. Available alternatives discussed at this meeting will include, but are not limited to, demotions and lateral transfers for which he/she is qualified.
- 18.3.2.5 If no acceptable alternative position at the same campus can be found, the worker shall contact the Human Resources Department to request interest in transferring within the same job classification to the worker's position. The request must have approval of current supervisor, new supervisor and the affected transfer workers.
- 18.3.2.6 At least three (3) weeks will be provided before the worker will have to move to the other campus.
- 18.3.2.7 If there is no employee interest as delineated in 18.3.2.5 and the employee is relocated and a vacancy in the same classification occurs at the former location, the worker shall be offered the first position that becomes available as a matter of right before any other lateral worker as long as no one on a re-employment list loses his/her rights. The worker shall apply for a lateral transfer to the position

and include a copy of the letter as noted in 18.3.2.3 to receive first preference for the position.

18.3.2.8 **District or Administrative Services Staff:** Administrative Services or District staff who have an office on one campus or another shall be covered by this agreement as if they were assigned to that particular campus for the purposes of determining their principal office location.

18.3.3 Involuntary Transfers:

Any administrator considering an involuntary transfer shall contact the Associate Vice Chancellor of Human Resources. Prior to any implementation, the Associate Vice Chancellor of Human Resources will consult with WVMCEA. The District may elect to involuntarily transfer workers for the following reasons:

18.3.3.1 When an acceptable, suitable and qualified volunteer is not available and when the District elects against recruiting out-of-the-District, the least senior acceptable, suitable and qualified incumbent worker may be selected and involuntarily transferred to the vacant position.

18.3.3.2 Involuntary transfers shall occur only to meet the needs and goals of the District, and shall not occur for arbitrary or capricious reasons.

18.3.3.3 Involuntary transfers may occur as a step or technique in the remediation of disciplinary, morale or job performance situations, and involuntary transfer for such purposes shall be specifically identified as such.

18.3.3.4 The Associate Vice Chancellor of Human Resources and WVMCEA may mutually agree to modify section 18.3.3 based on unusual circumstances.

18.4 Non-Selection:

Workers not selected may request explanation of their non-selection from the Associate Vice Chancellor. Written requests shall receive written response and oral requests shall receive oral response. Responses shall be made within ten (10) working days of the request.

18.5 Appeal:

The operation of this Article shall be exempt from the provisions of Article 20, Grievance Procedure, except that a grievance may be asserted in the event of procedural violation(s) as provided in Sections 18.2 and 18.3 above.

ARTICLE 19

LAYOFF AND REEMPLOYMENT

19.0 Reason for Layoff:

A "layoff" as defined in 19.1, below, shall occur due to lack of work or lack of funds resulting in a bonafide reduction or elimination of service.

19.1 Forms of Layoff:

Layoffs may take one or more of the following forms:

19.1.1 An involuntary reduction in the number of days worked in a year;

19.1.2 An involuntary reduction in the number of hours worked in a day;

19.1.3 An involuntary reduction in classification through bumping by senior workers;

19.1.4 Voluntary acceptance of reduction in days worked, hours worked, bumping to lower classes.

19.2 Notice and Procedure:

The District agrees to notify the Association in writing of impending layoffs as soon as is reasonable under the circumstances, but prior to the mailing of any layoff notices.

19.2.1 The District and the Association will meet within five (5) work days of such notice to negotiate over any effects of (including possible alternatives to) such action not included within this Agreement.

19.2.2 The proposed layoffs shall be agendized for the next scheduled regular meeting of the Board of Trustees. Written notice of intended layoff shall be mailed to affected workers; after the Board of Trustees issues its final and binding decision at the above-described meeting.

19.2.4 The written notice shall contain:

- a. The worker's bumping rights, if any;
- b. The worker's reemployment rights.

19.3 Order of Layoff:

Layoffs shall be based upon the worker's seniority within the District. Workers with the least seniority shall be laid off first.

Beginning July 1, 2018 seniority shall be the District hire date. If two or more workers have the same hire date, a drawing shall be held to determine the order of seniority.

19.4 Bumping Rights:

A worker laid off from the workers' present class may bump the least senior worker in that class or bump into the next lower class in which the worker has previously served, at their option.

Bumping shall occur into the least senior position in an equal or lower classification in which the worker has seniority which is equal or closest to the bumping worker's percentage of assignment (based on weekly number of hours) and number of months.

Bumping shall occur without regard to percentage of assignment or number of months in the worker's current assignment. For example, a more senior 50% ten month worker could displace the least senior 100% twelve month worker with the same qualifications.

If no other bumping opportunity exists, a laid off worker may bump the least senior worker in the classification.

19.4.1 The worker may continue to bump into successive lower classes in which the worker has served to avoid layoff.

19.4.2 A worker who suffers layoff despite exercising bumping rights, may accept a voluntary demotion to a posted vacant position in a lower related class in which no previous service has been rendered provided that the worker is qualified to perform the duties of the class.

19.4.3 A worker may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the worker's reemployment rights under this Agreement.

19.5 Reemployment Rights:

Workers laid off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily re-employed in preference to the District accepting new applicants within the class from which the layoff occurred. Permanent workers with the highest seniority within the class shall be selected.

19.5.1 Reemployment will be offered to the laid off worker with the highest seniority within the class in which the vacancy occurs and where the worker possess vested job rights. Such worker shall be notified by certified mail at the last known address of record. The worker shall have five (5) work days from receipt of certified letter to notify the District of acceptance of the offered position. Failure to respond/accept by the worker shall be considered a waiver of the right to the vacancy.

19.5.2 **Voluntary Demotion:** Workers who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or choose to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided the worker meets the minimum qualifications required for the position. Workers also have the right to return to a position in his or her former class or to a position with increased assigned time as vacancies become available, without limitation of time.

Reference: Education Code 88117(c)

19.5.3 **Employment in Former Class:** Unit workers who accept a position lower than the class from which they were laid off shall retain their original thirty-nine (39) month rights to the higher paid classification.

19.6 **Vacant Positions:**

As vacancies occur the following provisions shall apply:

19.6.1 Any vacant entry level position within a class in the unit shall be offered to the laid off worker possessing the minimum qualifications for such vacant position. Where no worker in a layoff status has vested or prior rights to a vacancy, or, where those having such rights refuse or fail to exercise them, the District shall offer those entry level positions to unit workers in order of District seniority.

19.6.2 Such worker shall be notified by first class mail, at the last known address of record, of the entry level opening. The worker shall, within five (5) calendar days from the date of postmark, notify and make application to the District to fill such vacancy.

19.6.3 Failure to make application within the time limits shall be considered a waiver of the right to the vacancy.

19.6.4 It is agreed that the order of reemployment of workers in layoff status may be altered from reverse order of seniority where minimum qualifications for a new class are not met by certain of the senior laid off workers. Rejected workers shall be furnished reason(s) for rejection upon written request. Such reasons shall be neither arbitrary nor capricious, but based solely on the seniority list.

19.6.5 Such re-employed workers returning to the District in a class not previously occupied by them shall serve a regular probationary period in such classification and shall be placed according to appropriate salary placement provisions.

19.7 Temporary Work Opportunity:

Workers who have been laid off shall be given priority consideration for substitute and other temporary work opportunities.

19.7.1 Laid off workers who want to be considered for substitute or temporary positions shall fill out an application at the time of layoff and file it with the Human Resources Department.

19.7.2 If a substitute assignment becomes available, laid off workers who meet minimum qualifications shall be given first call to work. Notification shall be by telephone. If the worker cannot be reached immediately, the Department may go to the next qualified worker.

19.7.3 If a temporary work assignment becomes available, laid off workers who meet minimum qualifications shall be given first call to work. Notification shall be by telephone. If the worker cannot be reached within two (2) days, the Department may go to the next qualified worker.

19.7.4 While working in such temporary positions, the laid off worker shall not be covered by the terms and provisions of this agreement, except where such terms or provisions apply to workers in laid off status.

Reference: Education Code §88014, 88015, 88017, 88117, 88127

19.8 No Discrimination:

No layoff, elimination of positions, or reduction of hours shall occur in retaliation against any worker as a result of his/her legally protected activities on behalf of and/or involvement with WVMCEA. Categorically funded workers have the same rights and protections under the WVMCEA contract as all other workers in the general fund(s).

ARTICLE 20

GRIEVANCE PROCEDURE

20.0 The District and WVMCEA recognize that early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided in this Article. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

20.1 Definitions

20.1.1 A grievance is defined as a formal written statement by a bargaining unit member or WVMCEA that the District has violated an expressed term of this Agreement and that by reason of such violation, right have been adversely affected.

20.1.1.1 Actions to challenge or change the policies of the District, as set forth in the rules and regulations of the Board of Trustees or administrative regulations and procedures, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District are not within the scope of this procedure.

20.1.1.2 This procedure may also be utilized when any worker asserts allegations of harassment against his/her supervisor(s). Harassment excludes unlawful discrimination. Employees will follow the District's policies and procedures to resolve a complaint of unlawful discrimination.

20.1.2 A grievance can be submitted by a bargaining unit member and/or WVMCEA.

20.1.3 "Day," for the purpose of this contract, is any day in which the West Valley-Mission Community College District administrative offices are open for business.

20.1.4 Unless otherwise designated in writing by the District, the "immediate supervisor" for the purposes of this Article is the person responsible for the preparation and development of the worker's performance appraisal.

20.2 The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved worker or the Association and the reviewer concerned.

20.3 The District shall grant paid release time for the grievant and one (1) WVMCEA representative, for the purpose of meeting with the appropriate supervisors/managers at all levels of the grievance procedure. An additional WVMCEA representative may be allowed by mutual agreement of both parties

20.3.1 Any worker may present a grievance to the employer and have such a grievance adjusted without WVMCEA representation, if the worker so chooses, as long as

(1) The adjustment is reached prior to arbitration, pursuant to Step V, and

(2) The adjustment is not inconsistent with the terms of this Agreement, and provided that the employer shall not agree to a resolution of the grievance unless WVMCEA received a copy of the grievance and the proposed resolution and WVMCEA has been given opportunity to file a response.

20.4 Steps in the Grievance Procedure

The grievance beginning at Step II of the process shall be completed on the WVMCEA grievance form approved by the District.

20.4.1 **Step I - Informal Discussion and Review:** The aggrieved worker will first attempt to resolve the grievance through informal discussions with his or her immediate supervisor within ten (10) days following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

After the conclusion of the meeting if there is mutual agreement, the matter will be considered resolved. If the supervisor needs more time to investigate the matter, the supervisor will have ten (10) days to respond, either in writing or meet again with the worker and the worker's steward.

If the worker feels that the matter has not been resolved, the worker will, within ten (10) days of the supervisor's response, initiate a formal written grievance using the WVMCEA form to the intermediate supervisor/equivalent level of management as designated by the District. A copy of the grievance will be submitted to the President of WVMCEA and to the Associate Vice Chancellor.

20.4.2 **Step II - Intermediate Supervisor/Equivalent Level of Management:** The intermediate supervisor/equivalent level management person shall have ten (10) days from the receipt of a written grievance to review the matter and to prepare a written statement. This statement shall be sent to the WVMCEA chief steward, with a copy to the WVMCEA President and the Associate Vice Chancellor for Human Resources.

Either the grievant or the intermediate supervisor/equivalent level of management may request a personal conference within the above time limits with notification to Associate Vice Chancellor.

If the grievance is not resolved at Step II, the aggrieved worker may appeal to the College President/Vice Chancellor or, in Central Services, to the next level administrator, within ten (10) days of the receipt of the Step II response.

- 20.4.3 **Step III - College President/Vice Chancellor:** The College President/Vice Chancellor or, in Central Services, the next level administrator, shall communicate the Step III decision to the grievant in writing within ten (10) days after receiving the appeal. This statement shall be sent to the Association office with a copy to the Associate Vice Chancellor.

Either the grievant or the College President/Vice Chancellor or, in Central Services, the next level administrator, may request a personal conference within the above time limits with notification to Associate Vice Chancellor. If the grievance is not resolved at Step III, the aggrieved worker may appeal to the Chancellor or Designee within ten (10) days of receipt of the Step III response.

- 20.4.4 **Step IV - Chancellor or Designee:** The Chancellor or Designee shall communicate the Step IV decision to the grievant in writing within ten (10) days after receiving the appeal. This statement shall be sent to the President of WVMCEA and to the Associate Vice Chancellor for Human Resources.

Either the grievant or the Chancellor or Designee may request a personal conference within the above time limits with notification to Associate Vice Chancellor.

If the grievant is not satisfied with the decision at Step IV, and if WVMCEA approves and authorizes such request and action, the grievant or WVMCEA may, within ten (10) days, submit a request in writing for advisory binding arbitration to the Chancellor or Designee.

- 20.4.5 **Step V - Arbitration and Board of Trustees Decision:** Upon request for arbitration, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the San Francisco Office of the State Mediation and Conciliation Service furnish a list of names of potential arbitrators, and an arbitrator shall be selected in accordance with rules and procedures of the American Arbitration Association. The fees and expenses of the arbitrator shall be paid by the District up to one (1) arbitration per fiscal year. Additional arbitrations and associated expenses shall be equally shared by the District and WVMCEA. All other expenses of the arbitration hearing shall be borne

by the party incurring the expenses. The arbitrator shall hear evidence and render a recommendation on the issue(s) submitted. The arbitrator's recommendation shall be based solely upon this Agreement and the evidence and arguments presented, and the arbitrator shall have no power or authority to recommend that there be any addition, subtraction or modification to or from the terms of this Agreement. The arbitrator shall submit a recommendation, and that recommendation shall be submitted to the District Board of Trustees for their consideration. The Board of Trustees may accept, reject or modify the arbitrator's recommendation.

- 20.5** The grievant or WVMCEA and the District may mutually agree to skip a step of this grievance procedure when appropriate.
- 20.6** In all steps of the grievance procedure, the grievant, the steward and WVMCEA President shall be provided with a copy of the response.

ARTICLE 21

DISCIPLINARY ACTION

21.0 Application and Authority

- 21.0.1 This Article applies to permanent bargaining unit workers only.
- 21.0.2 This Article shall be the sole and exclusive provision pertaining to discipline and dismissal of permanent classified workers, except as otherwise provided by law.
- 21.0.3 Discipline, as used in this Article, means suspension without pay, involuntary demotion and/or termination from employment. Suspensions may be for varying periods, but shall not exceed thirty (30) days. Disciplinary action shall be initiated only by the Chancellor or his/her designee.
- 21.0.4 Other informal disciplinary actions, such as oral and written reprimands and warnings, may be administered informally, without being subject to the provisions of this Article, by immediate and intermediate level supervisors, but workers shall have the right to rebut such action, in accordance with the provisions of Article 12.
- 21.0.5 No disciplinary action shall be taken for any cause which arose prior to the worker's becoming permanent nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such worker when it could be reasonably assumed that the worker should have disclosed the facts to the District.
- 21.0.6 **Negative Documentation:** All negative documentation (for example, letters of warning) other than performance appraisals to be used in disciplinary action regarding work performance must be initiated within twenty (20) days of the incident and subsequently included in the personnel file. Disciplinary action resulting from worker violation of state and federal law is not subject to the twenty (20) days.

21.1 Causes:

Discipline under the authority of this Article may be based on the causes listed below:

- a. inability to perform the essential functions of the job;
- b. insubordination, inefficiency, incompetence, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner;

- c. carelessness or negligence in the performance of duty;
- d. willful misuse of or negligent damage to or waste of school district property, equipment or resources;
- e. dishonesty in handling District funds, records or other property, reporting time on and off the job, and other matters of similar nature;
- f. possession of and/or being under the influence of alcoholic beverages or non-prescribed controlled substances while on district property and/or work time;
- g. unauthorized absence or excessive absence or excessive tardiness, including abuse of leave privileges;
- h. willfully providing false information to the District including, but not limited to, information supplied on application forms, employment records or altering or falsifying any District records;
- i. inappropriate, offensive or abusive conduct or language toward staff, students or the public;
- j. failure to maintain any license or certification needed to perform the current duties or failure to meet District insurability requirements;
- k. violation of lawful District, state or federal regulations;
- l. conviction of a crime involving moral turpitude with direct connection to District employment;
- m. arrest for a sex offense as described in Education Code Section 88022;
- n. knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization;
- o. engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or inimical to the worker's duties, functions or responsibilities as a District worker.
- p. persistent violation or refusal to obey safety rules or regulations;
- q. other causes as delineated in state and federal laws.

21.2 Procedures

- 21.2.1 The Chancellor or designee shall initiate all disciplinary action under this Article.

Progressive Steps:

In handling disciplinary matters, progressive steps shall be utilized. Progressive steps shall occur in the following order:

- 21.2.1.1 **Verbal Warning(s):** The supervisor shall identify a specific period of time following the verbal warning to permit the worker to correct the problem.
 - 21.2.1.2 **Written Warning(s):** After the informal or verbal warning(s), the supervisor may issue a written warning to be placed in the personnel file.
 - 21.2.1.3 Suspension.
 - 21.2.1.4 Involuntary Demotion or Dismissal.
 - 21.2.1.5 The progressive steps listed above may be skipped in instances where the performance problem is particularly serious to include violation of state and federal laws that endanger the health or well being of students, staff or others.
- 21.2.2 **Supervisor's Responsibility:** On any incident which could lead to discipline the supervisor must do the following:
- 21.2.2.1 A supervisor will tell the worker why the worker is being called for a conference.
 - 21.2.2.2 The supervisor will inform the worker(s) of their right to representation, if they wish.
- 21.2.3 **Notice:** No permanent worker, including one who is on probation in a new classification, shall be suspended, demoted, or dismissed unless there is served upon said worker a written notice of suspension, demotion, or dismissal signed by the disciplinary authority and stating the reason(s) for the suspension, demotion, or dismissal, and the effective date thereof except as follows: the District may impose an immediate interim with pay suspension prior to notice and Skelly Hearing where an immediate suspension is required to protect lives or property provided that the following occurs:
- 21.2.3.1 The suspended worker is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one day after suspension.

- 21.2.3.2 The worker is notified of his/her right to file a written response or to have a Skelly Hearing with the appropriate administrator.
- 21.2.3.3 A reasonable opportunity is afforded the worker for a Skelly Hearing within five (5) working days from the date of the suspension.
- 21.2.3.4 Any worker charged with the commission of a sex offense as defined in Education Code Section 87010 or any narcotics offense as defined in Section 87011 of the Education Code by complaint, information or indictment may be suspended as provided for in Section 88123 of the Education Code.
- 21.2.3.5 Permanent workers who are on probation in a new classification may be released from service in that new classification under the provisions of Article 11, "Probationary Status," Section 11.0.1 and Article 22, "Promotion/Demotion," Section 22.0.4, but may only be subjected to disciplinary action in accordance with the provisions of this Article.
- 21.2.4 **Content of Written Notice:** The written notice of suspension, demotion, or dismissal must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective, except where circumstances require immediate action as specified in 21.2.3. A proof of service affidavit shall be prepared and executed regarding service of the notices required by these procedures. A copy of the notice shall be sent to WVMCEA. The notice shall include:
- 21.2.4.1 Statement of proposed disciplinary action to be taken.
- 21.2.4.2 Statement of the specific acts or omissions upon which the disciplinary action is based.
- 21.2.4.3 Statement of cause for the action taken.
- 21.2.4.4 Designation of rule or regulation (if any) which worker has violated.
- 21.2.4.5 Statement of worker's right to review written materials upon which disciplinary action is based.
- 21.2.4.6 A request for hearing form. The signing and filing of this form shall constitute a demand for a hearing and a denial of all charges. Such request must be postmarked or hand-delivered to the Associate Vice Chancellor of

Human Resources by the fifth (5th) working day after worker's receipt of disciplinary notice.

- 21.2.4.7 The notification to the worker, if it alleges a violation of rule, regulation or statute, shall specify the specific conduct which violated the rule, regulation or statute.
- 21.2.5 Except as provided in 21.2.3, workers shall have the right to present their case to the Skelly Officer and receive a determination before any final action is taken.
- 21.2.6 **Skelly Hearing:** The permanent worker shall have the right to meet with the Skelly Officer, within fifteen (15) working days of receipt of notice of disciplinary action, for the purpose of presenting the worker's position regarding the circumstances and events underlying the proposed discipline. The worker shall have the right to WVMCEA representation at such a meeting.
- 21.2.6.1 A worker in paid status shall remain in paid status until the worker receives the employer's decision in accordance with Section 21.2.6.
- 21.2.7 Written materials on which the charge is based shall be provided to the worker and representative in advance of the administrative hearing allowing time for review prior to the hearing.

21.3 Appeal Procedure

- 21.3.1 If dissatisfied with the decision of the Skelly Officer, the worker may appeal that decision to the Board of Trustees. Written notice of appeal must be postmarked or hand-delivered within ten (10) working days of service (as per date specified on the proof of service affidavit) of the decision of the Skelly Officer, which will be sent to the worker and WVMCEA.
- 21.3.2 All hearings will be in closed session unless requested in open session by the worker and shall be scheduled to provide the worker with the most expeditious hearing date(s) which is/are reasonably consistent with the work schedules of all parties involved and the complexity of the disciplinary situation. Upon mutual agreement; the parties may elect to submit a dismissal case to an impartial hearing officer mutually agreed upon by a WVMCEA and the District. The hearing will be conducted under the rules of hearings pursuant to the American Arbitration Association. The hearing officer will provide the Board of Trustees with a non-binding, proposed decision. The worker may utilize the services of a representative.

- 21.3.3 The Board of Trustees may sustain, modify, or reject the proposed decision of the Skelly Officer, or the hearing officer in a dismissal action, at its discretion. The decision of the Board of Trustees shall be final and binding on all parties.

- 21.3.4 If a disciplinary action against the worker is not upheld by the Board of Trustees, the worker shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.

ARTICLE 22

PROMOTION/DEMOTION

22.0 **Promotion:**

Promotion to a higher bargaining unit classification shall result in a salary increase of at least five percent (5%), as long as such a step exists on the appropriate salary schedule, exclusive of special pay additives such as growth incentive or shift differential.

22.0.1 Service increments due at the time of the promotion shall be granted prior to the determination of the new salary placement.

22.0.2 Future service increments shall be granted in the higher classification on the paycheck which is paid six (6) months following the date of the promotion and that date shall become the worker's anniversary date for any future service increments.

22.0.3 **Promotional Opportunities**

22.0.3.1 Promotional opportunities for classifications within the bargaining unit will be posted for at least ten (10) working days. Such notice shall include the position, description, location and other special requirements.

22.0.3.2 All workers who apply for promotion in accordance within the recruitment timelines and meet minimum qualifications will be interviewed prior to outside candidates for the position.

22.0.3.3 A worker requesting a promotion from his/her current position in another department or college must apply for the position through the normal procedures established by the District.

22.0.3.4 In support of completing application procedures for a position opening, the worker, from their personnel file, may access additional information.

22.0.3.5 The worker selected for the job shall be notified through normal job offer procedures established by the District. Those workers not selected shall be informed within two working days.

22.0.3.6 Workers not selected for promotion may request explanation of their non-selection from the receiving

administrative officer. Written requests shall receive written responses and oral requests shall receive oral responses. Responses shall be made within ten days (10) following the request.

22.0.4 Probation (Conditional Status)

22.0.4.1 All workers promoted to a higher classification within the bargaining unit shall serve a probationary period of six (6) months. Any permanent worker who fails to pass this probationary period shall be entitled to be reinstated in his/her former position or a comparable position in the same salary range. If such reinstatement necessitates the displacement of another bargaining unit worker, that displaced bargaining unit worker shall be deemed to be laid off and shall be subject to the terms and conditions of Article 19, "Layoff and Reemployment."

22.0.4.2 Workers who are promoted from a position in which they are probationary must serve a new probationary period. They do not have a right to reinstatement to the former position, however they may be considered for reassignment to their former position.

22.1 Demotion

22.1.1 For a worker reassigned to a position in a lower class performing the same type of work, either voluntarily or involuntarily, the salary step placement on the pay range for the lower class will be the same as would have been achieved if the original placement had been in the lower class.

22.1.2 For a worker reassigned to a position in a lower class resulting from a reclassification or for any other reason not resulting from disciplinary action under Article 21, "Disciplinary Action," the worker shall be placed at the same dollar rate if such rate appears in the lower salary range. If the same dollar rate does not appear in the lower salary range, the salary shall be maintained as it was prior to the demotion for a period not to exceed two (2) calendar years.

At the end of the two (2) year period the salary will be changed to the maximum for the lower class. However, if the maximum salary for the lower class should be changed to exceed the worker's salary during the two (2) year period, the salary would be changed to reflect that increase.

22.1.3 The increment date shall remain unchanged until the maximum for the lower class has been achieved.

ARTICLE 23

GROWTH INCENTIVE PROGRAM

23.0 **Philosophy on Classified Growth Incentive Program:**

The classified staff represents an integral part of the District's ability to serve our community; hence, facilitating the commitment to continued growth, professionally and personally, of each individual worker ultimately enhances the District's institutional mission to effectively promote higher education.

Opportunities shall be any activity that partially or primarily prepares a worker for improved performance in present or future roles in higher education constituting achievement of the institutional development mission.

The program applies to all permanent members of the bargaining unit. The central feature of this program will be to provide work related opportunities to upgrade individual worker skills through a variety of credit and non-credit coursework, projects, workshops, or other related activities and/or complete college level certificates or degrees.

23.1 **Eligibility**

23.1.1 All permanent workers of the bargaining unit who have served a minimum of one year with a satisfactory performance appraisal shall be eligible to participate in the Growth Incentive Program.

23.1.2 A worker who has earned growth incentive points and transfers or promotes into a new position in the District, within the Bargaining unit, before completing the nine (9) points required for an increment shall be allowed to carry over all points earned into the new position.

23.1.3 Professional growth increments can be earned during each two (2) years of service. Nine (9) points are necessary for each award.

23.1.4 A maximum of five (5) growth increment steps may be earned.

23.2 **Points**

23.2.1 A professional growth increment will be awarded after a worker has completed nine (9) points of approved study.

23.2.2 Two (2) years must elapse from the date an increment is granted before a worker is eligible for the next increment, during which time the worker must complete an additional nine (9) points.

- 23.2.3 If a worker acquires units in excess of the nine (9) points, two (2) may be carried over to the next period.
- 23.2.4 Professional growth increments that upgrade skills, are work related and/or complete college level degree programs may be earned by completing nine (9) points in any combination of the following:
 - 23.2.4.1 Coursework at any Accredited Community College, College or University.
 - 23.2.4.2 Coursework in Adult education/vocational training, or community development.
 - 23.2.4.3 Professional workshops, conferences or classes.
 - 23.2.4.4 Other courses approved by the Associate Vice Chancellor at each campus.
- 23.2.5 **Credit:**
 A three-unit semester college course = 3 growth incentive points
 A two-unit semester college course = 2 growth incentive points
 A one-unit semester college course = 1 growth incentive point
 A three-unit quarter college course = 2 growth incentive points
 A two-unit quarter college course = 1.33 growth incentive points
 A one-unit quarter college course = .66 growth incentive points
- 23.2.6 Only those courses completed with a grade "C" or higher are eligible for growth incentive points.
- 23.2.7 Points shall be awarded for job-related non-credit college courses, adult educational/vocational training and professional workshops/seminars/classes as follows: each four (4) hours of in-class time will entitle workers to one-quarter (.25) point. Hours from two (2) or more classes/seminars/workshops may be combined to accumulate points.
- 23.2.8 Only those classes taken in excess of the minimum required to maintain a worker's position may be credited toward growth incentive points.

23.3 Procedure

- 23.3.1 Workers wishing to obtain Growth Incentive credit must comply with the following procedure:
 - 23.3.1.1 Complete Growth Incentive application form at least ten (10) days prior to the beginning of the course. The form shall be completed and signed by the applicant and submitted to the Human Resources Department. Serious consideration will be given to each request and no request will be unreasonably denied. If the request is denied, the

worker may appeal by providing additional justification for consideration. The application will be approved/disapproved within fifteen (15) days or prior to the first day of class. The worker will be informed in writing of the decision.

23.3.1.2 Workers applying for college level certificates or degrees must submit a plan indicating their intent to complete the program and their projected timeline. Their major emphasis of study and coursework required to complete the study must be included.

23.3.2 Requests received after the application deadline will be evaluated on the same criteria as in 23.3.1.1 and must include a written justification for late submittal.

23.3.3 Growth Incentive credit will not be granted until official course documents are received by Human Resources Department.

23.3.4 It is the worker's responsibility to see that transcripts are submitted within thirty (30) calendar days of receipt.

23.3.5 Upon initiating a Growth Incentive Program, a worker must complete each nine (9) unit award within a three (3) year period.

23.3.6 Credit will not be given for courses taken while the worker is on release time, or for courses for which the District pays worker's expenses. This does not exclude 10/11 month workers who take courses during the summer.

23.4 Awards

23.4.1 All professional growth increment awards based on completion and approval of the above requirements will be \$45 per month effective January 1, 2019.

23.4.2 Awards will be included in the first January 31 or the first July 31 paycheck (whichever occurs first) following completion of the required course work and submission of proof of completion to the Associate Vice Chancellor. The amount will be included in each subsequent paycheck of the worker during employment with the District.

23.4.3 Educational Awards:

Effective September 1, 2014, a permanent worker, upon receipt of any of the following while employed by the District, shall receive the specified cash award:

A permanent worker who completes a GED/High School diploma will receive a one-time cash award of \$100.

A permanent worker who completes an AA or AS degree will receive a one-time cash award of \$250.

A permanent worker who completes a Baccalaureate degree will receive a one-time cash award of \$500.

A permanent worker who completes a Master's degree will receive a one-time cash award of \$1,000.

A permanent worker who completes a Doctoral degree will receive a one-time cash award of \$1,500.

ARTICLE 24

CONTRACTING OUT

Bargaining unit work shall not be contracted out except in accordance with applicable Education Code provisions, collective bargaining law and PERB precedent.

In addition, the District will seriously consider the application of bargaining unit workers to perform extra, special project work which might otherwise be contracted out, when such work involves tasks which are the same as duties regularly performed by such interested bargaining unit workers. The judgment of the District in such matters of special projects or extra work shall be determinant, and the District's decision shall not be subject to Article 20, "Grievance Procedure."

In addition, if work needs to be performed for which the District does not possess the necessary equipment or expertise and would not be able to comply with applicable safety regulations, the work may be contracted out in order to preserve the safety of District workers and limit District liability. The District shall notify WVMCEA prior to contracting out pursuant to this paragraph.

The District and WVMCEA shall form a joint committee to explore whether work that is currently contracted out could be more effectively and economically performed by bargaining unit members. The committee shall be composed of an equal number of District and WVMCEA members. The committee shall meet within thirty (30) days of either party's request.

No bargaining member will be laid off due to contracting out unit work.

ARTICLE 25

PERSONNEL COMMITTEE

25.0 Personnel Committee

25.0.1 **Purpose:** The Personnel Committee shall consult on matters of mutual interest or concern to WVMCEA and the District in an attempt to resolve problems before they become grievances or major issues. Minutes will be taken at the meetings by both sides on an alternate schedule.

25.0.2 **Membership:** Membership on the Personnel Committee shall include two (2) WVMCEA representatives and two (2) District representatives on a regular basis, and others as needed.

25.0.3 **Schedule:** The Personnel Committee will meet monthly or as needed to address the problems at hand. Meetings will be held at times mutually agreeable to the parties. Bargaining unit members of the Committee shall receive release time to participate.

25.0.4 **Agenda:** Either WVMCEA or the District may propose agenda items. Wherever possible, items to be discussed shall be suggested by either party at least one (1) week in advance, for preparation and to assure that other people who may be needed for the meeting can be invited.

25.1 Position Control Monitoring:

Every month, along with the agenda above, the Human Resources Department will forward a listing of all unit vacancies known to Human Resources and the status of recommendations for filling the position(s).

ARTICLE 26

DURATION

26.0 This Agreement between the Board of Trustees and WVMCEA is effective July 1, 2021, in all its stated terms and conditions, and shall remain in full force and effect through the close of the work day on June 30, 2024.

26.1 There will be annual re-openers regarding Article 16 and one Article of each party's choosing for 2022-23, and Articles 15 and 16 and one Article of each party's choosing for 2023-24.

26.2 In witness whereof, each of the parties affix their signatures hereto on this 9th day of June, 2021.

Note: The parties agree to continue to meet to discuss staffing levels for custodians and possible incorporation of agreed-upon language in the WVMCEA contract.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

DocuSigned by:
Kevin Holland
BF96FD3E59DC4A8
Dated: 6/12/2021

DocuSigned by:
Dr. Eric Ramones
B435A8551D1A4DB
Dated: 6/12/2021

EXHIBIT A

DEFINITIONS

The following definitions of terms shall generally apply throughout this Agreement:

- Bargaining Unit Worker:** Refers to a classified worker whose position is included in the bargaining unit covered by this Agreement, and who is, therefore, subject to the terms and conditions of employment stated in this Agreement.
- Categorical Worker:** Refers to a worker whose position is funded through federal, state, or other special grant funding.
- Class:** A group of positions (classifications) in the same occupational family with sufficiently similar duties, responsibilities and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in a class. Example: a job class is Instructional Assistant, but there are seven (7) positions working in different program areas.
- Classification:** A position within a class, which has a designated title, specific duties, responsibilities and minimum qualifications and which has a designated salary range established for each position within a class. Example: the Instructional Assistant in Business is a classification within the class of Instructional Assistant.
- Classified Worker:** Those District workers who occupy positions which do not require state certification but which are permanent and regular employment positions. Classified positions do not include temporary workers, substitute workers, short-term workers, students employed part-time, apprentices and professional experts employed on a temporary basis for a specific project.
- Daily Rate of Pay:** A worker's hourly wage multiplied by the worker's daily work assignment in hours.
- Hourly Rate:** Hourly compensation is based on 162.50 hours per month of monthly salary.
- Paid Status:** Any hours during which the worker is compensated by the District.
- Permanent Worker:** Those workers having completed the probationary period.
- Promotion:** A career advancement (change of assignment) which includes increased duties and/or level of responsibility, status, and pay.

Reclassification:

Upgrading of a position to a higher class as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position. These duties must be substantial and permanently assigned to the position. The worker must be a permanent classified worker and must have been performing the work, which is the basis for the reclassification request, for at least six (6) months prior to the request. The worker is to be placed at the same step as their position prior to reclassification.

EXHIBIT B

SIDELETTERS

**Sideletter of Understanding #1
Temporary Category**

The West Valley-Mission Community College District (“District”) and the Service Employees International Union, Local 521 (“Union” or “Local 521 “ or “SEIU”) enter the following Sideletter with regard to Temporary Category which shall be incorporated into the agreement as a letter of understanding:

Within the terms and scope of collective bargaining, a temporary category will be established and maintained within the basic unit. The temporary category provides no job rights nor rights to permanency within the District.

Temporary employment and short term employment will be separate. Time worked in the temporary category will be considered under California Education Code 88003 for computation of the 195 working days.

In accordance with 88003, those employees filling a vacant position in which the recruitment period shall be greater than 60 days will be placed on a temporary contract until the recruitment process is completed.

Temporary agreement guidelines and the temporary contract agreement establish the definition of the category and all associated benefits and procedures.

The following provisions of the basic unit contract shall apply excluding any and all provisions that address permanency. (See contract between West Valley-Mission Community College District and Service Employees International Union expiration date 10/31/93.)

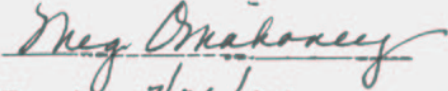
- Articles 1-7
- Articles 8.5 - 8.10
- Articles 9-12
- Articles 14-17
- Article 20

<p>FOR THE UNION:</p> <p><u>Ed Washburn</u></p> <p>Dated: <u>7/26/00</u></p>	<p>FOR THE DISTRICT:</p> <p><u>Greg Madoney</u></p> <p>Dated: <u>7/26/00</u></p>
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**Sideletter of Understanding #2
Classified Teaching**

The West Valley-Mission Community College District ("District") and the Service Employees International Union, Local 521 ("Union" or "Local 521" or "SEIU") enter the following Sideletter with regard to Classified Teaching which shall be incorporated into the agreement as a letter of understanding.

Those classified employees hired to teach can reduce their work hours with the permission of their supervisor in order to teach, as long as the regular hours in their primary job in the classified staff plus that of instructor stay at forty (40) hours or below per week. A classified worker can teach up to two and a half (2 1/2) hours per week with no impact on their status. Teaching cannot be connected to a primary job that could impact the classified staff. Classified workers hired to teach will not be discriminated against regarding overtime assignments, and such assignments shall be made in accordance with the provisions of Article 17.5.10. For purposes of this Sideletter, "overtime" is defined as hours worked beyond 40 hours in a workweek.

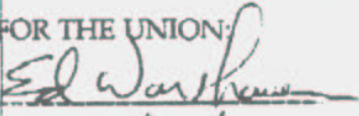
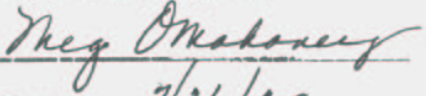
FOR THE UNION:  Dated: <u>7/26/00</u>	FOR THE DISTRICT:  Dated: <u>7/26/00</u>
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**Sideletter of Understanding #3
Orientation**

The West Valley-Mission Community College District (“District”) and the Service Employees International Union, Local 521 (“Union” or “Local 521” or “SEIU”) enter the following Sideletter with regard to New Contract Orientation which shall be incorporated into the agreement as a letter of understanding:

In order to promote common understanding of the contract, develop problem solving skills and address issues before they become grievances, the parties, Local 521, SEIU and the District, agree to the following:

- (1) Upon contract ratification a joint orientation session, lasting no more than two hours, shall be conducted for unit stewards and officers and district supervisors and administrators to review pertinent contract provisions and respond to questions. The joint orientation session shall be conducted by one union representative and one district representative.
- (2) Subsequent to the orientation session in (1) above, a joint orientation session shall be conducted at each campus by the same union and district representatives for all basic unit members and district administrators and faculty who will have occasion to interpret the SEIU agreement.

FOR THE UNION:  Dated: <u>7/26/00</u>	FOR THE DISTRICT:  Dated: <u>7/26/00</u>
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Sideletter of Understanding #4 Temporary Hourly

The West Valley-Mission Community College District ("District") and the Service Employees International Union, Local 521 ("Union" or Local 521" or "SEIU") enter the following Sideletter with regard to Temporary Hourly Employees which shall be incorporated into the agreement as a letter of understanding:

Whereas, the parties have completed negotiations for the 1999-2002 successor agreement; and

Whereas, the parties have discussed the issue of temporary hourly employees; and

Whereas, the parties agree that there is a need to review the status of the District's temporary hourly employees to insure compliance with Education Code section 88003; and

Whereas, the parties have a mutual concern regarding the fiscal implications associated with making changes related to temporary hourly employees;

The parties agree as follows:

1. The District shall conduct a survey of each department to review the status of all temporary hourly workers in each department, which is scheduled for completion by May 30, 2000. The District shall separate out those temporary hourly workers who are students, within the meaning of Education Code 88003 and/or who are performing "seasonal work" which is not of a continuing/ongoing nature. Students and seasonal workers may continue as temporary hourly employees pursuant to Education Code section 88003.
2. Upon completion of the surveys described in paragraph one, the District will analyze the remaining temporary hourly workers to determine the nature of the work being performed, which is scheduled for completion by September 1, 2000. Work which is of a continuing nature, and/or which is not being performed by students as described above, shall be considered bargaining unit work.
3. The District shall develop a reasonable timeline for creating new positions and/or adding to existing positions to perform the work identified under paragraph 2 above. That timeline for creating new positions and/or adding to existing positions to perform the work identified under paragraph 2 above. That timeline shall be provided to the Union. Any new positions shall be posted and filled in accordance with existing past practice, and consistent with the collective bargaining agreement, including article 15.6.2; however, it is understood that in filling new positions created under the LOU, all incumbents and current bargaining unit members shall be preferred over any outside applicant.
4. The parties agree to meet and confer via the Personnel Committee, as per Article 25 of the CBA, regarding temporary and short term work within the District. The parties will meet by September 30, 2000, and as often as needed thereafter. The District shall meet and negotiate with regard to any matters within the scope of representation which are not already covered by the parties collective bargaining agreement which may result from

implementation of paragraph 3 of this agreement. The discussions will explore a variety of options, including conversion into permanent bargaining unit positions, elimination, reduction, reorganization, and/or reassignment of temporary/short term work.

5. The District further agrees to notify the Union as it adds to and/or modifies existing positions to allow the Union to monitor progress under this Sideletter.
6. The District agrees to provide to SEIU any written data, which may be available as a result of implementation of any of the above paragraphs of this Sideletter. In addition, the parties will share information in connection with assignments for both student employees and temporary workers.
7. The parties agree that issues related to temporary and short term work are a priority, and to that end, good faith efforts will be made to reach a mutually satisfactory resolution of the issues. This LOU is meant to clarify the intent of the parties to work together to resolve any issues in this area. This LOU is in no way meant to infer that either party gives up its right to implement/enforce the collective bargaining agreement or its interpretation of the law.

<p>FOR THE UNION: <u>Ed Wachman</u> Dated: <u>7/26/00</u></p>	<p>FOR THE DISTRICT: <u>Reg O'Malley</u> Dated: <u>7/26/00</u></p>
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Sideletter of Understanding #5
WVMCEA Comprehensive Proposal for Remaining Items

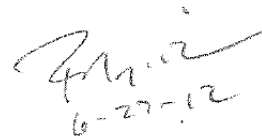
Based upon the conditions spelled out in this comprehensive proposal WVMCEA will agree for the 2012-2013 school year to:

1. Forgo step increases and any increases in longevity due an employee from July 1, 2012-June 30, 2013.
2. That the employees will take four furlough days throughout the school year in the same manner they may take vacation and/or CTO time. If anyone has not taken the 4 (four) days off by June 1, 2013 they will be required to take June 25, 26, 27, and/or the 28th as appropriate.

In return for these concessions the District agrees to the following:

1. If any other constituency group does not agree to comparable terms, but agrees to lesser terms, those terms will apply to WVMCEA, a "me too" clause.
2. If the District determines, at any time, that the money reflected in these concessions is not necessary to address their projected shortfall, as described in the conclusion to the tentative budget for July 1, 2012-June 30, 2013 as found on page 13 of that document, steps and longevity shall be reinstated, retroactively, if necessary, to make all employees whole.
3. If the District cannot demonstrate a need for the entire amount it claims to be necessary because of the budget shortfall, it will reimburse in a lump sum that amount to the effected employees.
4. The district agrees that there will be no further reductions from the WVMCEA bargaining unit, in either salary, benefits or any other economic concessions including no further layoffs (except for those cases where the District can show a program reduction because of an elimination of funds through no action by the District related to state apportionment, categorical funds or grant revenue) effective during the school year 2012-2013.

 6/27/12


6-27-12

**Sideletter of Understanding #6
Adjustment for Past Concessions Proposal**

In consideration of concessions agreed to in Sideletter of Understanding #5, all WVMCEA employees who were in active status on June 30, 2013, and are currently employed by the District (January 15, 2014) will receive a 3.5% one-time payment, in a separate payroll disbursement, based on employees' base salary on the salary schedule that was effective on June 30, 2013.

The parties hereby agree that Sideletter of Understanding #5 is superseded by this Sideletter of Understanding #6 and is no longer operative.

For WVMCEA: *B. McMahon*
Dated: *January 15, 2014*

For the District:
Dated: *January 15, 2014*

Sideletter of Understanding #7

BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND THE WEST VALLEY-MISSION CLASSIFIED EMPLOYEE ASSOCIATION

The West Valley-Mission Community College District ("District") and West Valley- Mission Classified Employee Association ("CEA") (collectively referred to herein as the "parties") hereby enter into a Sideletter agreement as follows:

WHEREAS, the parties have discussed changes to Article 16 - Health and Welfare Benefits of the collective bargaining agreement commencing with the 2014-2015 fiscal year;

WHEREAS, the parties desire to resolve the issue of whether vision care is part of the retiree benefits package as set forth in all of Article 16.9;

WHEREAS, the District is willing to provide enhancements to the growth incentive and educational awards as addressed in Article 23 - Growth Incentive Program; and,

WHEREAS, the parties desire to resolve a dispute related to language regarding vision coverage as it relates to employees in Article 16 - Health and Welfare Benefits.

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective July 15, 2014, the CEA hereby abandons, releases, and/or waives any current or future appeals, grievances, complaints or claims, as permitted by law, against the District or its employees related to the exclusion of vision benefits from the provision of medical and dental benefits to current and future retirees as covered in Article 16.9.
2. The provisions herein are agreed to in consideration for a package agreement in the settlement of re-opener negotiations for 2014-15 covering Articles 15, 16, and 23.

FOR THE ASSOCIATION

D. McMahon

Dated: July 16th, 2014

FOR THE DISTRICT

[Signature]

Dated: 07.16.2014

Sideletter of Understanding #8**BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND
THE WEST VALLEY-MISSION CLASSIFIED EMPLOYEE ASSOCIATION**

The West Valley-Mission Community College District (“District”) and West Valley-Mission Classified Employee Association (“CEA”) (collectively referred to herein as the “parties”) hereby enter into a Sideletter agreement as follows:

WHEREAS, the parties have discussed clarification changes to Article 16 – Health and Welfare Benefits of the collective bargaining agreement commencing with the 2014-2015 fiscal year; and

WHEREAS, the parties desire to resolve the issue of whether all Pre-July 1994 hires, who retire after January 1, 2015, are provided 100% of the cost of medical and dental benefit premiums as enumerated in Article 16.9.5; and

WHEREAS, the parties desire to agree on language addressing minimum employer contributions for medical benefits under the PERS medical plans for unit members hired on or after July 1, 1994, who retire on or after January 1, 2015 and any years of service requirement; and

WHEREAS, the parties desire to resolve both issues with related language in this agreement that will be added to the full contract upon successor negotiations for 2015 and beyond.

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective September 15, 2014, the CEA hereby accepts additional language to Article 16.9.5 establishing a benefit and eligibility criteria (including a vesting period of sixty years of service) concerning minimum employer contributions for medical benefits under the PERS medical plans for unit members hired on or after July 1, 1994, who retire on or after January 1, 2015; and
2. Effective September 15, 2014, the District hereby agrees “Effective January 1, 2015, employees hired before July 1, 1994 who retire on or after January 1, 2015, and who meet the eligibility requirements listed in Sections 16.9.1 – 16.9.4 (including Section 16.9.4.2) shall receive the paid medical and dental benefits package paid by the District to active employees as described in Section 16.0 and the District shall pay 100% of the retiree’s annual premium,” and

3. This Sideletter will sunset upon successful inclusion of the provisions herein in the 2015 (and beyond) Collective Bargaining Agreement Between the West Valley-Mission Community College District and the West Valley-Mission Classified Employee Association.

FOR THE ASSOCIATION

D. Mc Mahon.

Dated: September 15th, 2014

FOR THE DISTRICT

[Signature]

Dated: 09.15.2014

Sideletter of Understanding #9

AGREEMENT REGARDING BANNER IMPLEMENTATION OVERTIME AND USE OF TEMPORARY WORKERS BETWEEN WVMCEA AND WVMCCD

WHEREAS: the West Valley Mission Community College District (District) is converting its electronic files and services to Banner over the next three years or so, and

WHEREAS: the District plans on using overtime and temporary workers during the conversion, and

WHEREAS: the West Valley Mission Classified Employee Association (CEA) is willing to allow the use of temporary workers under certain conditions,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The District will offer, whenever possible, up to 10 hours a week overtime to CEA members before it can use temporary workers. Such provision will be impacted by whether or not any of the additional work being offered can be done during off hours and does not have to be simultaneous to regular work hours, especially as it pertains to on-site supervision and the necessary presence of module project leads/consultants;
2. The District may use temporary employees as needed for the conversion to Banner, with the understanding that none of the positions filled by temporary workers are permanent CEA positions;
3. If any position filled by a temporary worker is converted into a CEA position, CEA employees, if qualified, will be interviewed and considered for the position before a temporary worker;
4. Due to the nature of much of the implementation-specific work and the need for those employees having responsibility for the execution of related duties before, during, and after conversion to the new ERP being involved in the actual learning of the system, inputting of data, and testing before “going live,” regular seniority rules for the offering of overtime will only apply when tasks are independent of the above and can be reasonably executed by any incumbent of a classification.
5. This agreement will expire on June 30, 2018 with any extension beyond this date to be negotiated between the District and CEA.

FOR THE ASSOCIATION:



Dated: August 12, 2015

FOR THE DISTRICT:



Dated: 17 August 2015

Sideletter of Understanding #10

**BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND
THE WEST VALLEY-MISSION CLASSIFIED EMPLOYEE ASSOCIATION**

May 29, 2018

The West Valley-Mission Community College District ("District") and West Valley-Mission Classified Employee Association ("CEA") (collectively referred to herein as the "parties") hereby enter into a Sideletter agreement as follows:

WHEREAS, the parties agree that completing an agreement in advance of the beginning of the 2018-19 fiscal year is desirable; and

WHEREAS, the parties have concluded that they do not have sufficient information to take action on two areas of interest to the parties at this time; and

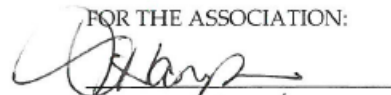
WHEREAS, the parties acknowledge the importance of advancing education opportunities for WVMCEA members; and


WHEREAS, the parties have discussed defraying the costs of enrollment and mandatory campus fees (upon request) for any WVMCCD college course taken by a WVMCEA member; and

WHEREAS, the parties are committed to revising the provisions for Layoff and Reemployment of members;

NOW, THEREFORE, the parties hereby agree as follows:

1. Beginning at the Personnel Committee meeting on June 20, 2018, the parties will meet and confer to identify a source to appropriately fund the above-mentioned waiver program.
2. The parties will put forward a good faith effort to fund the program within a period of 6-12 months from ratification of the 2018 agreement.
3. The parties will meet and confer to thoroughly research the Education Code provisions on layoff in order to reach agreement on revisions that advance the goals of the parties.

FOR THE ASSOCIATION:

 Dated: 5/29/18

FOR THE DISTRICT:

 Dated: 05.29.2018

Sideletter of Understanding #11

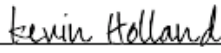
**BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND
THE WEST VALLEY-MISSION CLASSIFIED EMPLOYEE ASSOCIATION**

June 9, 2021


The West Valley-Mission Community College District (“District”) and West Valley-Mission Classified Employee Association (“CEA”) (collectively referred to herein as the “parties”) hereby enter into a Sideletter agreement as follows:

1. Each year, HR will notify all unit workers and management that any work assigned outside of their regular class specification must immediately be reported to HR.

FOR THE ASSOCIATION:

DocuSigned by:

BF96FD3E59DC4A8...
Dated: 6/12/2021

FOR THE DISTRICT:

DocuSigned by:

B435A8551D1A4D8...
Dated: 6/12/2021

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

EXHIBIT C

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2021 – 2022 Classified Salary Schedule
 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT**

Job Classification	Range	Salary	Hourly Rate
Accountant	76	8,252.50 - 10,925.00	\$50.78
Administrative Assistant	63	6,183.50 - 8,146.42	\$38.05
Administrative Specialist	69	7,056.42 - 9,320.75	\$43.42
Buyer	61	5,916.92 - 7,780.33	\$36.41
Career and Transfer Advisor	59	5,676.83 - 7,443.25	\$34.93
Child Development Specialist	48	4,492.58 - 5,865.83	\$27.65
Duplicating Services Assistant	48	8,252.50 - 10,925.00	\$50.78
Educational Testing Specialist	60	4,492.58 - 5,865.83	\$27.65
Enrollment and Financial Services Advisor	57	5,789.33 - 7,613.00	\$35.63
Facilities Project Analyst	73	5,435.58 - 7,130.67	\$33.45
Financial Aid Advisor	57	7,716.33 - 10,191.17	\$47.49
Financial Aid Systems Specialist	69	5,435.58 - 7,130.67	\$33.45
Financial Analyst	73	7,056.42 - 9,320.75	\$43.42
Financial Assistant	54	7,716.33 - 10,191.17	\$47.49
Financial Technician	59	5,103.75 - 6,675.00	\$31.41
Food Services Technician	49	5,676.83 - 7,443.25	\$34.93
Graphic Designer	61	4,592.08 - 5,993.50	\$28.26
Human Resources Specialist	64	5,916.92 - 7,780.33	\$36.41
Information Technology Analyst	82	7,056.42 - 9,320.75	\$43.42
Information Technology Technician	72	11,407.50 - 15,135.42	\$70.20
Instructional Technician - Art	56	7,547.92 - 9,958.92	\$46.45
Instructional Technician - Biology	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Chemistry	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Costumes	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Court Reporting	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Foreign Language/ESL	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Music	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Photography	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Physical Science	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Physics & Engineering	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Tutoring Center	56	5,320.75 - 6,971.00	\$32.74
Instructional Technician - Writing Center	56	5,320.75 - 6,971.00	\$32.74

Job Classification	Range	Salary	Hourly Rate
Instructional Technology Analyst	74	7,896.33 - 10,440.00	\$48.59
Instructional Technology Technician	72	7,547.92 - 9,958.92	\$46.45
Library Media Technician	54	5,103.75 - 6,675.00	\$31.41
Management Analyst	70	7,217.42 - 9,531.25	\$44.41
Management Assistant	69	7,056.42 - 9,320.75	\$43.42
Nursing Program Technician	56	5,320.75 - 6,971.00	\$32.74
Office Assistant	50	4,678.92 - 6,114.67	\$28.79
Office Coordinator	59	5,676.83 - 7,443.25	\$34.93
Parking Services Assistant	52	4,886.92 - 6,381.50	\$30.07
Performing Arts Program Technician	64	6,325.17 - 8,323.92	\$38.92
Principal Information Technology Architect	98	13,729.00 - 16,403.08	\$84.49
Program Analyst	67	6,754.17 - 8,902.08	\$41.56
Program Assistant	57	5,435.58 - 7,130.67	\$33.45
Program Specialist	64	6,325.17 - 8,323.92	\$38.92
Purchasing Assistant	55	5,205.92 - 6,819.17	\$32.04
Registered Nurse	81	9,245.42 - 12,263.75	\$56.89
Research Analyst	75	8,075.00 - 10,688.83	\$49.69
Senior Child Development Specialist	53	4,999.25 - 6,521.75	\$30.76
Senior Enrollment and Financial Services Advisor	61	5,916.92 - 7,780.33	\$36.41
Senior Information Technology Analyst	94	12,511.42 - 15,762.17	\$76.99
Senior Information Technology Technician	76	8,252.50 - 10,925.00	\$50.78
Senior Library Media Technician	58	5,545.42 - 7,286.33	\$34.13
Senior Parking Services Officer	56	5,320.75 - 6,971.00	\$32.74
Senior Student Records Advisor	61	5,916.92 - 7,780.33	\$36.41
Student Records Advisor	57	5,435.58 - 7,130.67	\$33.45

HR/rsj/06.10.21

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2021 – 2022 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
21	\$16.19	2,631.67	2,721.00	2,856.25	2,948.17	3,058.00	3,058.00	3,212.42	3,212.42	3,371.92
22	\$16.49	2,680.25	2,779.75	2,889.50	2,998.00	3,123.17	3,123.17	3,278.67	3,278.67	3,440.92
23	\$16.74	2,721.00	2,830.83	2,948.17	3,058.00	3,183.00	3,183.00	3,342.50	3,342.50	3,508.42
24	\$17.11	2,779.75	2,889.50	2,998.00	3,123.17	3,250.75	3,250.75	3,412.75	3,412.75	3,583.83
25	\$17.42	2,830.83	2,948.17	3,058.00	3,183.00	3,310.67	3,310.67	3,476.58	3,476.58	3,648.83
26	\$17.78	2,889.50	2,998.00	3,123.17	3,250.75	3,379.58	3,379.58	3,548.00	3,548.00	3,725.42
27	\$18.14	2,948.17	3,058.00	3,183.00	3,310.67	3,435.75	3,435.75	3,608.08	3,608.08	3,786.75
28	\$18.45	2,998.00	3,123.17	3,250.75	3,379.58	3,508.42	3,508.42	3,683.42	3,683.42	3,868.50
29	\$18.82	3,058.00	3,183.00	3,310.67	3,435.75	3,581.25	3,581.25	3,760.00	3,760.00	3,948.75
30	\$19.22	3,123.17	3,250.75	3,379.58	3,508.42	3,665.50	3,665.50	3,849.33	3,849.33	4,042.00
31	\$19.59	3,183.00	3,310.67	3,435.75	3,581.25	3,733.17	3,733.17	3,919.58	3,919.58	4,117.33
32	\$20.00	3,250.75	3,379.58	3,508.42	3,665.50	3,805.92	3,805.92	3,994.83	3,994.83	4,192.67
33	\$20.37	3,310.67	3,435.75	3,581.25	3,733.17	3,893.92	3,893.92	4,089.17	4,089.17	4,292.25
34	\$20.80	3,379.58	3,508.42	3,665.50	3,805.92	3,970.58	3,970.58	4,169.58	4,169.58	4,379.00
35	\$21.14	3,435.75	3,581.25	3,733.17	3,893.92	4,049.67	4,049.67	4,252.50	4,252.50	4,465.67
36	\$21.59	3,508.42	3,668.00	3,805.92	3,970.58	4,130.17	4,130.17	4,335.42	4,335.42	4,552.50
37	\$22.04	3,581.25	3,733.17	3,893.92	4,049.67	4,216.92	4,216.92	4,427.33	4,427.33	4,650.83
38	\$22.56	3,665.50	3,805.92	3,970.58	4,130.17	4,302.42	4,302.42	4,514.25	4,514.25	4,744.00
39	\$22.97	3,733.17	3,893.92	4,049.67	4,216.92	4,395.50	4,395.50	4,615.08	4,615.08	4,846.00
40	\$23.42	3,805.92	3,970.58	4,130.17	4,302.42	4,492.58	4,492.58	4,717.25	4,717.25	4,955.83
41	\$23.96	3,893.92	4,049.67	4,216.92	4,395.50	4,592.08	4,592.08	4,823.08	4,823.08	5,064.33
42	\$24.43	3,970.58	4,130.17	4,302.42	4,492.58	4,678.92	4,678.92	4,915.00	4,915.00	5,161.25
43	\$24.92	4,049.67	4,216.92	4,395.50	4,592.08	4,788.58	4,788.58	5,027.33	5,027.33	5,277.42
44	\$25.42	4,130.17	4,302.42	4,492.58	4,678.92	4,886.92	4,886.92	5,130.67	5,130.67	5,388.50
45	\$25.95	4,216.92	4,394.25	4,592.08	4,788.58	4,999.25	4,999.25	5,250.50	5,250.50	5,509.75
46	\$26.48	4,302.42	4,492.58	4,677.58	4,886.92	5,103.75	5,103.75	5,356.50	5,356.50	5,627.17
47	\$27.05	4,395.50	4,592.08	4,788.58	4,999.25	5,205.92	5,205.92	5,468.92	5,468.92	5,739.50
48	\$27.65	4,492.58	4,677.58	4,886.92	5,103.75	5,320.75	5,320.75	5,588.92	5,588.92	5,865.83
49	\$28.26	4,592.08	4,788.58	4,999.25	5,205.92	5,435.58	5,435.58	5,707.42	5,707.42	5,993.50
50	\$28.79	4,678.92	4,886.92	5,103.75	5,320.75	5,545.42	5,545.42	5,822.42	5,822.42	6,114.67
51	\$29.47	4,788.58	4,999.25	5,205.92	5,435.58	5,676.83	5,676.83	5,958.92	5,958.92	6,260.17
52	\$30.07	4,886.92	5,103.75	5,320.75	5,545.42	5,789.33	5,789.33	6,079.00	6,079.00	6,381.50
53	\$30.76	4,999.25	5,205.92	5,435.58	5,676.83	5,916.92	5,916.92	6,210.50	6,210.50	6,521.75
54	\$31.41	5,103.75	5,320.75	5,545.42	5,789.33	6,054.67	6,054.67	6,358.42	6,358.42	6,675.00
55	\$32.04	5,205.92	5,435.58	5,676.83	5,916.92	6,183.50	6,183.50	6,493.75	6,493.75	6,819.17
56	\$32.74	5,320.75	5,545.42	5,789.33	6,054.67	6,325.17	6,325.17	6,640.58	6,640.58	6,971.00
57	\$33.45	5,435.58	5,676.83	5,916.92	6,183.50	6,465.75	6,465.75	6,789.83	6,789.83	7,130.67

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2021 – 2022 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
58	\$34.13	5,545.42	6,183.50	6,054.67	6,325.17	6,611.17	6,611.17	6,938.00	6,938.00	7,286.33
59	\$34.93	5,676.83	6,325.17	6,183.50	6,465.75	6,754.17	6,754.17	7,091.00	7,091.00	7,443.25
60	\$35.63	5,789.33	6,465.75	6,325.17	6,611.17	6,907.25	6,907.25	7,253.08	7,253.08	7,613.00
61	\$36.41	5,916.92	6,611.17	6,465.75	6,754.17	7,056.42	7,056.42	7,411.25	7,411.25	7,780.33
62	\$37.26	6,054.67	6,754.17	6,611.17	6,907.25	7,217.42	7,217.42	7,577.25	7,577.25	7,955.08
63	\$38.05	6,183.50	6,907.25	6,754.17	7,056.42	7,387.08	7,387.08	7,754.67	7,754.67	8,146.42
64	\$38.92	6,325.17	7,056.42	6,907.25	7,217.42	7,547.92	7,547.92	7,927.08	7,927.08	8,323.92
65	\$39.79	6,465.75	7,217.42	7,056.42	7,387.08	7,716.33	7,716.33	8,101.83	8,101.83	8,505.08
66	\$40.68	6,611.17	7,387.08	7,217.42	7,547.92	7,896.33	7,896.33	8,288.17	8,288.17	8,705.58
67	\$41.56	6,754.17	7,547.92	7,387.08	7,716.33	8,075.00	8,075.00	8,477.00	8,477.00	8,902.08
68	\$42.51	6,907.25	7,716.33	7,547.92	7,890.00	8,252.50	8,252.50	8,667.25	8,667.25	9,099.92
69	\$43.42	7,056.42	7,890.00	7,716.33	8,075.00	8,454.08	8,454.08	8,877.75	8,877.75	9,320.75
70	\$44.41	7,217.42	8,075.00	7,890.00	8,252.50	8,640.33	8,640.33	9,075.67	9,075.67	9,531.25
71	\$45.46	7,387.08	8,252.50	8,075.00	8,451.42	8,844.58	8,844.58	9,288.75	9,288.75	9,750.83
72	\$46.45	7,547.92	8,454.08	8,252.50	8,640.33	9,032.25	9,032.25	9,481.42	9,481.42	9,958.92
73	\$47.49	7,716.33	8,640.33	8,451.42	8,844.58	9,245.42	9,245.42	9,708.67	9,708.67	10,191.17
74	\$48.59	7,896.33	8,844.58	8,640.33	9,031.08	9,470.00	9,470.00	9,942.25	9,942.25	10,440.00
75	\$49.69	8,075.00	9,032.25	8,844.58	9,245.42	9,697.17	9,697.17	10,181.00	10,181.00	10,688.83
76	\$50.78	8,252.50	9,245.42	9,032.25	9,470.00	9,910.33	9,910.33	10,404.25	10,404.25	10,925.00
77	\$52.03	8,454.08	9,470.00	9,245.42	9,697.17	10,138.83	10,138.83	10,645.58	10,645.58	11,177.67
78	\$53.17	8,640.33	9,697.17	9,470.00	9,910.33	10,373.75	10,373.75	10,891.67	10,891.67	11,436.75
79	\$54.43	8,844.58	9,910.33	9,697.17	10,138.83	10,631.42	10,631.42	11,159.75	11,159.75	11,718.92
80	\$55.58	9,032.25	10,138.83	9,910.33	10,373.75	10,874.00	10,874.00	11,420.17	11,420.17	11,990.75
81	\$56.89	9,245.42	10,373.75	10,138.83	10,631.42	11,122.75	11,122.75	11,680.58	11,680.58	12,263.75
82	\$58.28	9,470.00	10,631.42	10,373.75	10,874.00	11,407.50	11,407.50	11,976.67	11,976.67	12,575.25
83	\$59.67	9,697.17	10,874.00	10,631.42	11,122.75	11,662.67	11,662.67	12,243.42	12,243.42	12,858.58
84	\$60.99	9,910.33	11,122.75	10,874.00	11,407.50	11,928.17	11,928.17	12,521.67	12,521.67	13,149.50
85	\$62.39	10,138.83	11,407.50	11,122.75	11,662.67	12,211.50	12,211.50	12,822.75	12,822.75	13,463.42
86	\$63.84	10,373.75	11,662.67	11,407.50	11,928.17	12,511.42	12,511.42	13,137.92	13,137.92	13,792.75
87	\$65.42	10,631.42	11,928.17	11,662.67	12,211.50	12,806.08	12,806.08	13,445.58	13,445.58	14,118.25
88	\$66.92	10,874.00	12,211.50	11,928.17	12,511.42	13,109.92	13,109.92	13,766.00	13,766.00	14,455.17
89	\$68.45	11,122.75	12,511.42	12,211.50	12,806.08	13,404.83	13,404.83	14,077.33	14,077.33	14,779.25
90	\$70.20	11,407.50	12,806.08	12,511.42	13,109.92	13,729.00	13,729.00	14,416.92	14,416.92	15,135.42
91	\$71.77	11,662.67	6,183.50	12,806.08	13,404.83	13,866.83	13,866.83	14,566.25	14,566.25	15,300.08
92	\$73.40	11,928.17	6,325.17	13,109.92	13,729.00	14,004.75	14,004.75	14,710.42	14,710.42	15,451.92
93	\$75.15	12,211.50	6,465.75	13,404.83	13,866.83	14,145.00	14,145.00	14,858.42	14,858.42	15,607.58

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2021 – 2022 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
94	\$76.99	12,511.42	13,109.92	13,729.00	14,004.75	14,286.67	14,286.67	15,006.58	15,006.58	15,762.17
95	\$78.81	12,806.08	13,404.83	13,866.83	14,145.00	14,429.75	14,429.75	15,157.17	15,157.17	15,921.58
96	\$80.68	13,109.92	13,729.00	14,004.75	14,286.67	14,573.83	14,573.83	15,308.42	15,308.42	16,080.00
97	\$82.49	13,404.83	13,866.83	14,145.00	14,429.75	14,719.75	14,719.75	15,461.67	15,461.67	16,241.00
98	\$84.49	13,729.00	14,004.75	14,286.67	14,573.83	14,866.75	14,866.75	15,616.00	15,616.00	16,403.08
99	\$85.33	13,866.83	14,145.00	14,429.75	14,719.75	15,015.58	15,015.58	15,772.42	15,772.42	16,567.33
100	\$86.18	14,004.75	14,286.67	14,573.83	14,866.75	15,165.58	15,165.58	15,929.92	15,929.92	16,732.83

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

EXHIBIT C

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2022 - 2023 Classified Salary Schedule
 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT**

Job Classification	Range	Salary	Hourly Rate
Accountant	76	8,665.17 - 11,471.25	\$53.32
Administrative Assistant	63	6,492.67 - 8,553.75	\$39.95
Administrative Specialist	69	7,409.25 - 9,786.75	\$45.60
Buyer	61	6,212.75 - 8,169.33	\$38.23
Career and Transfer Advisor	59	5,960.67 - 7,815.42	\$36.68
Child Development Specialist	48	4,717.25 - 6,159.17	\$29.03
Duplicating Services Assistant	48	8,665.17 - 11,471.25	\$53.32
Educational Testing Specialist	60	4,717.25 - 6,159.17	\$29.03
Enrollment and Financial Services Advisor	57	6,078.83 - 7,993.67	\$37.41
Facilities Project Analyst	73	5,707.33 - 7,487.17	\$35.12
Financial Aid Advisor	57	8,102.17 - 10,700.75	\$49.86
Financial Aid Systems Specialist	69	5,707.33 - 7,487.17	\$35.12
Financial Analyst	73	7,409.25 - 9,786.75	\$45.60
Financial Assistant	54	8,102.17 - 10,700.75	\$49.86
Financial Technician	59	5,358.92 - 7,008.75	\$32.98
Food Services Technician	49	5,960.67 - 7,815.42	\$36.68
Graphic Designer	61	4,821.67 - 6,293.17	\$29.67
Human Resources Specialist	64	6,212.75 - 8,169.33	\$38.23
Information Technology Analyst	82	7,409.25 - 9,786.75	\$45.60
Information Technology Technician	72	11,977.92 - 15,892.17	\$73.71
Instructional Technician - Art	56	7,925.33 - 10,456.83	\$48.77
Instructional Technician - Biology	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Chemistry	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Costumes	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Court Reporting	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Foreign Language/ESL	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Music	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Photography	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Physical Science	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Physics & Engineering	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Tutoring Center	56	5,586.75 - 7,319.58	\$34.38
Instructional Technician - Writing Center	56	5,586.75 - 7,319.58	\$34.38

Job Classification	Range	Salary	Hourly Rate
Instructional Technology Analyst	74	8,291.17 - 10,962.00	\$51.02
Instructional Technology Technician	72	7,925.33 - 10,456.83	\$48.77
Library Media Technician	54	5,358.92 - 7,008.75	\$32.98
Management Analyst	70	7,578.25 - 10,007.83	\$46.64
Management Assistant	69	7,409.25 - 9,786.75	\$45.60
Nursing Program Technician	56	5,586.75 - 7,319.58	\$34.38
Office Assistant	50	4,912.83 - 6,420.42	\$30.23
Office Coordinator	59	5,960.67 - 7,815.42	\$36.68
Parking Services Assistant	52	5,131.25 - 6,700.58	\$31.58
Performing Arts Program Technician	64	6,641.42 - 8,740.08	\$40.87
Principal Information Technology Architect	98	14,415.42 - 17,223.25	\$88.71
Program Analyst	67	7,091.92 - 9,347.17	\$43.64
Program Assistant	57	5,707.33 - 7,487.17	\$35.12
Program Specialist	64	6,641.42 - 8,740.08	\$40.87
Purchasing Assistant	55	5,466.25 - 7,160.17	\$33.64
Registered Nurse	81	9,707.67 - 12,876.92	\$59.74
Research Analyst	75	8,478.75 - 11,223.25	\$52.18
Senior Child Development Specialist	53	5,249.25 - 6,847.83	\$32.30
Senior Enrollment and Financial Services Advisor	61	6,212.75 - 8,169.33	\$38.23
Senior Information Technology Analyst	94	13,137.00 - 16,550.25	\$80.84
Senior Information Technology Technician	76	8,665.17 - 11,471.25	\$53.32
Senior Library Media Technician	58	5,822.67 - 7,650.67	\$35.83
Senior Parking Services Officer	56	5,586.75 - 7,319.58	\$34.38
Senior Student Records Advisor	61	6,212.75 - 8,169.33	\$38.23
Student Records Advisor	57	5,707.33 - 7,487.17	\$35.12

HR/rsj/06.15.21

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2022 – 2023 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
21	\$17.00	2,763.25	2,857.08	2,999.08	3,095.58	3,210.92	3,210.92	3,373.00	3,373.00	3,540.50
22	\$17.32	2,814.25	2,918.75	3,034.00	3,147.92	3,279.33	3,279.33	3,442.58	3,442.58	3,613.00
23	\$17.58	2,857.08	2,972.42	3,095.58	3,210.92	3,342.17	3,342.17	3,509.67	3,509.67	3,683.83
24	\$17.96	2,918.75	3,034.00	3,147.92	3,279.33	3,413.25	3,413.25	3,583.42	3,583.42	3,763.00
25	\$18.29	2,972.42	3,095.58	3,210.92	3,342.17	3,476.17	3,476.17	3,650.42	3,650.42	3,831.25
26	\$18.67	3,034.00	3,147.92	3,279.33	3,413.25	3,548.58	3,548.58	3,725.42	3,725.42	3,911.67
27	\$19.05	3,095.58	3,210.92	3,342.17	3,476.17	3,607.50	3,607.50	3,788.50	3,788.50	3,976.08
28	\$19.37	3,147.92	3,279.33	3,413.25	3,548.58	3,683.83	3,683.83	3,867.58	3,867.58	4,061.92
29	\$19.76	3,210.92	3,342.17	3,476.17	3,607.50	3,760.33	3,760.33	3,948.00	3,948.00	4,146.17
30	\$20.18	3,279.33	3,413.25	3,548.58	3,683.83	3,848.75	3,848.75	4,041.83	4,041.83	4,244.08
31	\$20.57	3,342.17	3,476.17	3,607.50	3,760.33	3,919.83	3,919.83	4,115.58	4,115.58	4,323.17
32	\$21.00	3,413.25	3,548.58	3,683.83	3,848.75	3,996.25	3,996.25	4,194.58	4,194.58	4,402.33
33	\$21.39	3,476.17	3,607.50	3,760.33	3,919.83	4,088.58	4,088.58	4,293.67	4,293.67	4,506.83
34	\$21.84	3,548.58	3,683.83	3,848.75	3,996.25	4,169.08	4,169.08	4,378.08	4,378.08	4,597.92
35	\$22.20	3,607.50	3,760.33	3,919.83	4,088.58	4,252.17	4,252.17	4,465.17	4,465.17	4,688.92
36	\$22.67	3,683.83	3,851.42	3,996.25	4,169.08	4,336.67	4,336.67	4,552.17	4,552.17	4,780.17
37	\$23.14	3,760.33	3,919.83	4,088.58	4,252.17	4,427.75	4,427.75	4,648.67	4,648.67	4,883.42
38	\$23.68	3,848.75	3,996.25	4,169.08	4,336.67	4,517.50	4,517.50	4,740.00	4,740.00	4,981.17
39	\$24.12	3,919.83	4,088.58	4,252.17	4,427.75	4,615.25	4,615.25	4,845.83	4,845.83	5,088.33
40	\$24.59	3,996.25	4,169.08	4,336.67	4,517.50	4,717.25	4,717.25	4,953.08	4,953.08	5,203.67
41	\$25.16	4,088.58	4,252.17	4,427.75	4,615.25	4,821.67	4,821.67	5,064.25	5,064.25	5,317.58
42	\$25.66	4,169.08	4,336.67	4,517.50	4,717.25	4,912.83	4,912.83	5,160.75	5,160.75	5,419.33
43	\$26.17	4,252.17	4,427.75	4,615.25	4,821.67	5,028.00	5,028.00	5,278.67	5,278.67	5,541.25
44	\$26.69	4,336.67	4,517.50	4,717.25	4,912.83	5,131.25	5,131.25	5,387.17	5,387.17	5,657.92
45	\$27.25	4,427.75	4,614.00	4,821.67	5,028.00	5,249.25	5,249.25	5,513.00	5,513.00	5,785.25
46	\$27.80	4,517.50	4,717.25	4,911.50	5,131.25	5,358.92	5,358.92	5,624.33	5,624.33	5,908.50
47	\$28.40	4,615.25	4,821.67	5,028.00	5,249.25	5,466.25	5,466.25	5,742.33	5,742.33	6,026.50
48	\$29.03	4,717.25	4,911.50	5,131.25	5,358.92	5,586.75	5,586.75	5,868.33	5,868.33	6,159.17
49	\$29.67	4,821.67	5,028.00	5,249.25	5,466.25	5,707.33	5,707.33	5,992.75	5,992.75	6,293.17
50	\$30.23	4,912.83	5,131.25	5,358.92	5,586.75	5,822.67	5,822.67	6,113.50	6,113.50	6,420.42
51	\$30.94	5,028.00	5,249.25	5,466.25	5,707.33	5,960.67	5,960.67	6,256.83	6,256.83	6,573.17
52	\$31.58	5,131.25	5,358.92	5,586.75	5,822.67	6,078.83	6,078.83	6,382.92	6,382.92	6,700.58
53	\$32.30	5,249.25	5,466.25	5,707.33	5,960.67	6,212.75	6,212.75	6,521.00	6,521.00	6,847.83
54	\$32.98	5,358.92	5,586.75	5,822.67	6,078.83	6,357.42	6,357.42	6,676.33	6,676.33	7,008.75
55	\$33.64	5,466.25	5,707.33	5,960.67	6,212.75	6,492.67	6,492.67	6,818.42	6,818.42	7,160.17
56	\$34.38	5,586.75	5,822.67	6,078.83	6,357.42	6,641.42	6,641.42	6,972.58	6,972.58	7,319.58
57	\$35.12	5,707.33	5,960.67	6,212.75	6,492.67	6,789.00	6,789.00	7,129.33	7,129.33	7,487.17

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2022 – 2023 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
58	\$35.83	5,822.67	6,078.83	6,357.42	6,641.42	6,941.75	6,941.75	7,284.92	7,284.92	7,650.67
59	\$36.68	5,960.67	6,212.75	6,492.67	6,789.00	7,091.92	7,091.92	7,445.58	7,445.58	7,815.42
60	\$37.41	6,078.83	6,357.42	6,641.42	6,941.75	7,252.58	7,252.58	7,615.75	7,615.75	7,993.67
61	\$38.23	6,212.75	6,492.67	6,789.00	7,091.92	7,409.25	7,409.25	7,781.83	7,781.83	8,169.33
62	\$39.12	6,357.42	6,641.42	6,941.75	7,252.58	7,578.25	7,578.25	7,956.08	7,956.08	8,352.83
63	\$39.95	6,492.67	6,789.00	7,091.92	7,409.25	7,756.42	7,756.42	8,142.42	8,142.42	8,553.75
64	\$40.87	6,641.42	6,941.75	7,252.58	7,578.25	7,925.33	7,925.33	8,323.42	8,323.42	8,740.08
65	\$41.78	6,789.00	7,091.92	7,409.25	7,756.42	8,102.17	8,102.17	8,506.92	8,506.92	8,930.33
66	\$42.72	6,941.75	7,252.58	7,578.25	7,925.33	8,291.17	8,291.17	8,702.58	8,702.58	9,140.83
67	\$43.64	7,091.92	7,409.25	7,756.42	8,102.17	8,478.75	8,478.75	8,900.83	8,900.83	9,347.17
68	\$44.63	7,252.58	7,578.25	7,925.33	8,284.50	8,665.17	8,665.17	9,100.58	9,100.58	9,554.92
69	\$45.60	7,409.25	7,756.42	8,102.17	8,478.75	8,876.75	8,876.75	9,321.67	9,321.67	9,786.75
70	\$46.64	7,578.25	7,925.33	8,284.50	8,665.17	9,072.33	9,072.33	9,529.42	9,529.42	10,007.83
71	\$47.73	7,756.42	8,102.17	8,478.75	8,874.00	9,286.83	9,286.83	9,753.17	9,753.17	10,238.42
72	\$48.77	7,925.33	8,284.50	8,665.17	9,072.33	9,483.83	9,483.83	9,955.50	9,955.50	10,456.83
73	\$49.86	8,102.17	8,478.75	8,874.00	9,286.83	9,707.67	9,707.67	10,194.08	10,194.08	10,700.75
74	\$51.02	8,291.17	8,665.17	9,072.33	9,482.67	9,943.50	9,943.50	10,439.33	10,439.33	10,962.00
75	\$52.18	8,478.75	8,876.75	9,286.83	9,707.67	10,182.00	10,182.00	10,690.08	10,690.08	11,223.25
76	\$53.32	8,665.17	9,072.33	9,483.83	9,943.50	10,405.83	10,405.83	10,924.50	10,924.50	11,471.25
77	\$54.63	8,876.75	9,286.83	9,707.67	10,182.00	10,645.75	10,645.75	11,177.83	11,177.83	11,736.58
78	\$55.83	9,072.33	9,483.83	9,943.50	10,405.83	10,892.42	10,892.42	11,436.25	11,436.25	12,008.58
79	\$57.15	9,286.83	9,707.67	10,182.00	10,645.75	11,163.00	11,163.00	11,717.75	11,717.75	12,304.83
80	\$58.36	9,483.83	9,943.50	10,405.83	10,892.42	11,417.67	11,417.67	11,991.17	11,991.17	12,590.25
81	\$59.74	9,707.67	10,182.00	10,645.75	11,163.00	11,678.92	11,678.92	12,264.58	12,264.58	12,876.92
82	\$61.19	9,943.50	10,405.83	10,892.42	11,417.67	11,977.92	11,977.92	12,575.50	12,575.50	13,204.00
83	\$62.66	10,182.00	10,645.75	11,163.00	11,678.92	12,245.83	12,245.83	12,855.58	12,855.58	13,501.50
84	\$64.04	10,405.83	10,892.42	11,417.67	11,977.92	12,524.58	12,524.58	13,147.75	13,147.75	13,807.00
85	\$65.51	10,645.75	11,163.00	11,678.92	12,245.83	12,822.08	12,822.08	13,463.92	13,463.92	14,136.58
86	\$67.03	10,892.42	11,417.67	11,977.92	12,524.58	13,137.00	13,137.00	13,794.83	13,794.83	14,482.42
87	\$68.70	11,163.00	11,678.92	12,245.83	12,822.08	13,446.42	13,446.42	14,117.83	14,117.83	14,824.17
88	\$70.26	11,417.67	11,977.92	12,524.58	13,137.00	13,765.42	13,765.42	14,454.33	14,454.33	15,177.92
89	\$71.87	11,678.92	12,245.83	12,822.08	13,446.42	14,075.08	14,075.08	14,781.17	14,781.17	15,518.25
90	\$73.71	11,977.92	12,524.58	13,137.00	13,765.42	14,415.42	14,415.42	15,137.75	15,137.75	15,892.17
91	\$75.36	12,245.83	12,822.08	13,446.42	14,075.08	14,560.17	14,560.17	15,294.58	15,294.58	16,065.08
92	\$77.07	12,524.58	13,137.00	13,765.42	14,415.42	14,705.00	14,705.00	15,445.92	15,445.92	16,224.50
93	\$78.91	12,822.08	13,446.42	14,075.08	14,560.17	14,852.25	14,852.25	15,601.33	15,601.33	16,388.00

*After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2022 – 2023 OFFICE, TECHNICAL & BUSINESS SERVICES UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
94	\$80.84	13,137.00	13,765.42	14,415.42	14,705.00	15,001.00	15,001.00	15,756.92	15,756.92	16,550.25
95	\$82.75	13,446.42	14,075.08	14,560.17	14,852.25	15,151.25	15,151.25	15,915.00	15,915.00	16,717.67
96	\$84.71	13,765.42	14,415.42	14,705.00	15,001.00	15,302.50	15,302.50	16,073.83	16,073.83	16,884.00
97	\$86.62	14,075.08	14,560.17	14,852.25	15,151.25	15,455.75	15,455.75	16,234.75	16,234.75	17,053.08
98	\$88.71	14,415.42	14,705.00	15,001.00	15,302.50	15,610.08	15,610.08	16,396.83	16,396.83	17,223.25
99	\$89.60	14,560.17	14,852.25	15,151.25	15,455.75	15,766.33	15,766.33	16,561.00	16,561.00	17,395.67
100	\$90.49	14,705.00	15,001.00	15,302.50	15,610.08	15,923.83	15,923.83	16,726.42	16,726.42	17,569.50

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

EXHIBIT D

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2021 - 2022 Classified Salary Schedule
 OPERATIONS & SUPPORT SERVICE UNIT**

JOB CLASSIFICATION	RANGE	SALARY	HOURLY RATE
Athletic Operations Technician	60	5,817.33 - 7,655.17	\$35.80
Athletic Trainer	62	6,081.50 - 7,995.92	\$37.42
Auto and Equipment Mechanic	69	7,094.75 - 9,367.83	\$43.66
Custodian	49	4,611.25 - 6,017.67	\$28.38
Facilities Security Technician	72	7,577.25 - 10,002.17	\$46.63
Groundskeeper	53	5,014.42 - 6,555.08	\$30.86
HVAC Mechanic	67	6,801.17 - 8,959.58	\$41.85
Locksmith	67	6,801.17 - 8,959.58	\$41.85
Maintenance Electrician	67	6,801.17 - 8,959.58	\$41.85
Maintenance Mechanic	64	6,361.00 - 8,383.83	\$39.14
Maintenance Plumber	67	6,801.17 - 8,959.58	\$41.85
Maintenance Worker	53	5,014.42 - 6,555.08	\$30.86
Senior HVAC Mechanic	70	7,253.08 - 9,567.17	\$44.63
Senior Irrigation Technician	64	6,361.00 - 8,383.83	\$39.14
Senior Maintenance Mechanic	67	6,801.17 - 8,959.58	\$41.85
Warehouse Services Clerk	55	5,226.42 - 6,839.50	\$32.16

HR/rsj/06.10.21

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2021 – 2022 OPERATIONS & SUPPORT SERVICE UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
21	\$16.30	2,648.25	2,730.00	2,838.42	2,967.42	3,071.92	3,071.92	3,225.17	3,225.17	3,387.25
22	\$16.58	2,694.25	2,787.42	2,899.67	3,005.75	3,135.83	3,135.83	3,292.83	3,292.83	3,457.50
23	\$16.80	2,730.00	2,838.42	2,967.42	3,071.92	3,197.08	3,197.08	3,357.92	3,357.92	3,527.58
24	\$17.15	2,787.42	2,899.67	3,006.92	3,135.83	3,262.17	3,262.17	3,424.33	3,424.33	3,595.25
25	\$17.47	2,838.42	2,967.42	3,071.92	3,197.08	3,323.50	3,323.50	3,489.33	3,489.33	3,665.50
26	\$17.84	2,899.67	3,006.92	3,137.17	3,262.17	3,395.00	3,395.00	3,563.33	3,563.33	3,742.08
27	\$18.26	2,967.42	3,071.92	3,197.08	3,323.50	3,454.83	3,454.83	3,625.92	3,625.92	3,811.00
28	\$18.50	3,006.92	3,137.17	3,265.92	3,395.00	3,525.00	3,525.00	3,698.75	3,698.75	3,887.67
29	\$18.90	3,071.92	3,197.08	3,323.50	3,454.83	3,606.75	3,606.75	3,785.50	3,785.50	3,975.67
30	\$19.31	3,137.17	3,265.92	3,397.42	3,525.00	3,680.75	3,680.75	3,865.83	3,865.83	4,058.58
31	\$19.67	3,197.08	3,323.50	3,454.83	3,606.75	3,746.00	3,746.00	3,932.25	3,932.25	4,130.17
32	\$20.10	3,265.92	3,397.42	3,529.00	3,557.08	3,825.08	3,825.08	4,016.50	4,016.50	4,216.92
33	\$20.45	3,323.50	3,454.83	3,610.50	3,746.00	3,909.33	3,909.33	4,105.75	4,105.75	4,311.33
34	\$20.91	3,397.42	3,529.00	3,680.75	3,825.08	3,984.50	3,984.50	4,183.67	4,183.67	4,394.25
35	\$21.26	3,454.83	3,610.50	3,748.42	3,909.33	4,062.42	4,062.42	4,264.17	4,264.17	4,474.67
36	\$21.72	3,529.00	3,680.75	3,825.08	3,987.08	4,149.25	4,149.25	4,357.17	4,357.17	4,576.75
37	\$22.22	3,610.50	3,748.42	3,909.33	4,062.42	4,233.42	4,233.42	4,444.00	4,444.00	4,664.92
38	\$22.65	3,680.75	3,825.08	3,987.08	4,149.25	4,325.33	4,325.33	4,539.75	4,539.75	4,768.25
39	\$23.07	3,748.42	3,909.33	4,062.42	4,233.42	4,414.67	4,414.67	4,635.50	4,635.50	4,866.42
40	\$23.54	3,825.08	3,987.08	4,149.25	4,325.33	4,518.08	4,518.08	4,745.17	4,745.17	4,981.42
41	\$24.06	3,909.33	4,062.42	4,233.42	4,414.67	4,611.25	4,611.25	4,842.17	4,842.17	5,086.00
42	\$24.54	3,987.08	4,149.25	4,325.33	4,518.08	4,708.08	4,708.08	4,941.67	4,941.67	5,189.42
43	\$25.00	4,062.42	4,233.42	4,414.67	4,611.25	4,801.42	4,801.42	5,038.75	5,038.75	5,291.58
44	\$25.53	4,149.25	4,325.33	4,518.08	4,708.08	4,903.42	4,903.42	5,147.25	5,147.25	5,406.33
45	\$26.15	4,248.67	4,426.17	4,626.58	4,828.17	5,018.33	5,018.33	5,271.08	5,271.08	5,535.17
46	\$26.62	4,325.33	4,518.08	4,708.08	4,903.42	5,124.25	5,124.25	5,382.17	5,382.17	5,650.08
47	\$27.24	4,426.17	4,626.58	4,828.17	5,018.33	5,258.33	5,258.33	5,518.50	5,518.50	5,796.92
48	\$27.80	4,518.08	4,708.08	4,903.42	5,124.25	5,337.42	5,337.42	5,606.75	5,606.75	5,886.25
49	\$28.38	4,611.25	4,801.42	5,014.42	5,226.42	5,462.42	5,462.42	5,731.75	5,731.75	6,017.67
50	\$28.97	4,708.08	4,903.42	5,124.25	5,337.42	5,572.33	5,572.33	5,849.17	5,849.17	6,144.00
51	\$29.55	4,801.42	5,014.42	5,226.42	5,462.42	5,692.25	5,692.25	5,976.83	5,976.83	6,276.75
52	\$30.17	4,903.42	5,124.25	5,337.42	5,572.33	5,817.33	5,817.33	6,109.58	6,109.58	6,412.00
53	\$30.86	5,014.42	5,226.42	5,462.42	5,692.25	5,946.17	5,946.17	6,241.08	6,241.08	6,555.08
54	\$31.53	5,124.25	5,337.42	5,572.33	5,817.33	6,081.50	6,081.50	6,383.92	6,383.92	6,704.33
55	\$32.16	5,226.42	5,462.42	5,692.25	5,946.17	6,205.25	6,205.25	6,516.83	6,516.83	6,839.50
56	\$32.98	5,359.08	5,597.75	5,839.00	6,099.25	6,361.00	6,361.00	6,679.92	6,679.92	7,013.25
57	\$33.61	5,462.42	5,692.25	5,946.17	6,205.25	6,491.17	6,491.17	6,816.67	6,816.67	7,156.00

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

Adopted: July 6, 2021
 Effective: July 1, 2021; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2021 – 2022 OPERATIONS & SUPPORT SERVICE UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
58	\$34.29	5,572.33	5,817.33	6,081.50	6,353.42	6,634.17	6,634.17	6,967.17	6,967.17	7,315.58
59	\$35.15	5,711.33	5,960.25	6,226.92	6,506.50	6,801.17	6,801.17	7,139.42	7,139.42	7,499.42
60	\$35.80	5,817.33	6,081.50	6,353.42	6,634.17	6,944.25	6,944.25	7,290.17	7,290.17	7,655.17
61	\$36.59	5,946.17	6,205.25	6,491.17	6,784.75	7,094.75	7,094.75	7,452.25	7,452.25	7,826.08
62	\$37.42	6,081.50	6,353.42	6,634.17	6,944.25	7,253.08	7,253.08	7,611.67	7,611.67	7,995.92
63	\$38.19	6,205.25	6,491.17	6,784.75	7,094.75	7,414.00	7,414.00	7,781.50	7,781.50	8,174.58
64	\$39.14	6,361.00	6,657.08	6,957.00	7,269.75	7,602.92	7,602.92	7,983.25	7,983.25	8,383.83
65	\$39.95	6,491.17	6,784.75	7,094.75	7,414.00	7,750.83	7,750.83	8,140.17	8,140.17	8,547.25
66	\$40.83	6,634.17	6,944.25	7,253.08	7,577.25	7,932.08	7,932.08	8,327.75	8,327.75	8,745.08
67	\$41.85	6,801.17	7,114.00	7,433.00	7,770.00	8,126.00	8,126.00	8,533.25	8,533.25	8,959.58
68	\$42.73	6,944.25	7,253.08	7,577.25	7,932.08	8,292.00	8,292.00	8,709.33	8,709.33	9,143.25
69	\$43.66	7,094.75	7,414.00	7,750.83	8,118.42	8,493.67	8,493.67	8,919.83	8,919.83	9,367.83
70	\$44.63	7,253.08	7,577.25	7,932.08	8,292.00	8,678.67	8,678.67	9,111.42	9,111.42	9,567.17
71	\$45.62	7,414.00	7,750.83	8,118.42	8,493.67	8,889.33	8,889.33	9,334.67	9,334.67	9,800.58
72	\$46.63	7,577.25	7,932.08	8,292.00	8,678.67	9,074.25	9,074.25	9,526.00	9,526.00	10,002.17
73	\$47.70	7,750.83	8,118.42	8,493.67	8,889.33	9,290.08	9,290.08	9,753.25	9,753.25	10,240.83
74	\$48.81	7,932.08	8,292.00	8,678.67	9,074.25	9,513.33	9,513.33	9,989.42	9,989.42	10,488.42
75	\$49.96	8,118.42	8,493.67	8,889.33	9,290.08	9,739.33	9,739.33	10,225.58	10,225.58	10,737.33
76	\$51.03	8,292.00	8,678.67	9,032.25	9,513.33	9,955.08	9,955.08	10,449.00	10,449.00	10,972.17
77	\$52.27	8,493.67	8,889.33	9,290.08	9,739.33	10,186.00	10,186.00	10,696.50	10,696.50	11,228.75
78	\$53.41	8,678.67	9,074.25	9,513.33	9,955.08	10,424.67	10,424.67	10,944.08	10,944.08	11,494.25
79	\$54.70	8,889.33	9,290.08	9,739.33	10,186.00	10,682.50	10,682.50	11,217.25	11,217.25	11,780.17
80	\$55.84	9,074.25	9,513.33	9,955.08	10,424.67	10,931.42	10,931.42	11,476.33	11,476.33	12,049.42
81	\$57.17	9,290.08	9,739.33	10,186.00	10,682.50	11,178.92	11,178.92	11,740.42	11,740.42	12,326.42
82	\$58.54	9,513.33	9,955.08	10,424.67	10,931.42	11,458.50	11,458.50	12,027.67	12,027.67	12,635.17
83	\$59.93	9,739.33	10,186.00	10,682.50	11,178.92	11,721.33	11,721.33	12,305.83	12,305.83	12,921.00
84	\$61.26	9,955.08	10,424.67	10,931.42	11,458.50	11,980.50	11,980.50	12,579.08	12,579.08	13,209.58
85	\$62.68	10,186.00	10,682.50	11,178.92	11,721.33	12,268.92	12,268.92	12,876.42	12,876.42	13,524.67
86	\$64.15	10,424.67	10,931.42	11,458.50	11,980.50	12,563.67	12,563.67	13,190.33	13,190.33	13,851.42
87	\$65.74	10,682.50	11,178.92	11,721.33	12,268.92	12,859.92	12,859.92	13,503.08	13,503.08	14,176.92
88	\$67.27	10,931.42	11,458.50	11,980.50	12,563.67	13,181.50	13,181.50	13,837.42	13,837.42	14,530.50
89	\$68.79	11,178.92	11,721.33	12,268.92	12,859.92	13,469.83	13,469.83	14,142.50	14,142.50	14,852.08
90	\$70.51	11,458.50	11,980.50	12,563.67	13,181.50	13,779.92	13,779.92	14,468.00	14,468.00	15,192.92

*After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

EXHIBIT D

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2022 - 2023 Classified Salary Schedule
 OPERATIONS & SUPPORT SERVICE UNIT**

JOB CLASSIFICATION	RANGE	SALARY	HOURLY RATE
Athletic Operations Technician	60	6,108.17 - 8,037.92	\$37.59
Athletic Trainer	62	6,385.58 - 8,395.75	\$39.30
Auto and Equipment Mechanic	69	7,449.50 - 9,836.25	\$45.84
Custodian	49	4,841.83 - 6,318.58	\$29.80
Facilities Security Technician	72	7,956.08 - 10,502.25	\$48.96
Groundskeeper	53	5,265.17 - 6,882.83	\$32.40
HVAC Mechanic	67	7,141.25 - 9,407.58	\$43.95
Locksmith	67	7,141.25 - 9,407.58	\$43.95
Maintenance Electrician	67	7,141.25 - 9,407.58	\$43.95
Maintenance Mechanic	64	6,679.08 - 8,803.00	\$41.10
Maintenance Plumber	67	7,141.25 - 9,407.58	\$43.95
Maintenance Worker	53	5,265.17 - 6,882.83	\$32.40
Senior HVAC Mechanic	70	7,615.75 - 10,045.50	\$46.87
Senior Irrigation Technician	64	6,679.08 - 8,803.00	\$41.10
Senior Maintenance Mechanic	67	7,141.25 - 9,407.58	\$43.95
Warehouse Services Clerk	55	5,487.75 - 7,181.50	\$33.77

HR/rsj/06.15.21

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2022 – 2023 OPERATIONS & SUPPORT SERVICE UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
21	\$17.11	2,780.67	2,866.50	2,980.33	3,115.75	3,225.50	3,225.50	3,386.42	3,386.42	3,556.58
22	\$17.41	2,829.00	2,926.75	3,044.67	3,156.00	3,292.67	3,292.67	3,457.50	3,457.50	3,630.42
23	\$17.64	2,866.50	2,980.33	3,115.75	3,225.50	3,356.92	3,356.92	3,525.83	3,525.83	3,704.00
24	\$18.01	2,926.75	3,044.67	3,157.25	3,292.67	3,425.25	3,425.25	3,595.58	3,595.58	3,775.00
25	\$18.34	2,980.33	3,115.75	3,225.50	3,356.92	3,489.67	3,489.67	3,663.83	3,663.83	3,848.75
26	\$18.74	3,044.67	3,157.25	3,294.00	3,425.25	3,564.75	3,564.75	3,741.50	3,741.50	3,929.17
27	\$19.17	3,115.75	3,225.50	3,356.92	3,489.67	3,627.58	3,627.58	3,807.25	3,807.25	4,001.58
28	\$19.43	3,157.25	3,294.00	3,429.25	3,564.75	3,701.25	3,701.25	3,883.67	3,883.67	4,082.08
29	\$19.85	3,225.50	3,356.92	3,489.67	3,627.58	3,787.08	3,787.08	3,974.75	3,974.75	4,174.42
30	\$20.27	3,294.00	3,429.25	3,567.25	3,701.25	3,864.75	3,864.75	4,059.17	4,059.17	4,261.50
31	\$20.66	3,356.92	3,489.67	3,627.58	3,787.08	3,933.33	3,933.33	4,128.83	4,128.83	4,336.67
32	\$21.10	3,429.25	3,567.25	3,705.42	3,734.92	4,016.33	4,016.33	4,217.33	4,217.33	4,427.75
33	\$21.47	3,489.67	3,627.58	3,791.00	3,933.33	4,104.83	4,104.83	4,311.00	4,311.00	4,526.92
34	\$21.95	3,567.25	3,705.42	3,864.75	4,016.33	4,183.75	4,183.75	4,392.83	4,392.83	4,614.00
35	\$22.32	3,627.58	3,791.00	3,935.83	4,104.83	4,265.50	4,265.50	4,477.42	4,477.42	4,698.42
36	\$22.80	3,705.42	3,864.75	4,016.33	4,186.42	4,356.75	4,356.75	4,575.00	4,575.00	4,805.58
37	\$23.33	3,791.00	3,935.83	4,104.83	4,265.50	4,445.08	4,445.08	4,666.17	4,666.17	4,898.17
38	\$23.78	3,864.75	4,016.33	4,186.42	4,356.75	4,541.58	4,541.58	4,766.75	4,766.75	5,006.67
39	\$24.22	3,935.83	4,104.83	4,265.50	4,445.08	4,635.42	4,635.42	4,867.25	4,867.25	5,109.75
40	\$24.72	4,016.33	4,186.42	4,356.75	4,541.58	4,744.00	4,744.00	4,982.42	4,982.42	5,230.50
41	\$25.26	4,104.83	4,265.50	4,445.08	4,635.42	4,841.83	4,841.83	5,084.25	5,084.25	5,340.33
42	\$25.76	4,186.42	4,356.75	4,541.58	4,744.00	4,943.50	4,943.50	5,188.75	5,188.75	5,448.92
43	\$26.25	4,265.50	4,445.08	4,635.42	4,841.83	5,041.50	5,041.50	5,290.67	5,290.67	5,556.17
44	\$26.81	4,356.75	4,541.58	4,744.00	4,943.50	5,148.58	5,148.58	5,404.58	5,404.58	5,676.67
45	\$27.45	4,461.08	4,647.50	4,857.92	5,069.58	5,269.25	5,269.25	5,534.67	5,534.67	5,811.92
46	\$27.95	4,541.58	4,744.00	4,943.50	5,148.58	5,380.50	5,380.50	5,651.25	5,651.25	5,932.58
47	\$28.60	4,647.50	4,857.92	5,069.58	5,269.25	5,521.25	5,521.25	5,794.42	5,794.42	6,086.75
48	\$29.19	4,744.00	4,943.50	5,149.00	5,380.50	5,604.25	5,604.25	5,887.08	5,887.08	6,180.58
49	\$29.80	4,841.83	5,041.50	5,265.17	5,487.75	5,735.50	5,735.50	6,018.33	6,018.33	6,318.58
50	\$30.42	4,943.50	5,148.58	5,380.50	5,604.25	5,850.92	5,850.92	6,141.67	6,141.67	6,144.00
51	\$31.02	5,041.50	5,265.17	5,487.75	5,735.50	5,976.83	5,976.83	6,275.67	6,275.67	6,590.58
52	\$31.68	5,148.58	5,380.50	5,604.25	5,850.92	6,108.17	6,108.17	6,415.08	6,415.08	6,732.58
53	\$32.40	5,265.17	5,487.75	5,735.50	5,976.83	6,243.50	6,243.50	6,553.17	6,553.17	6,882.83
54	\$33.11	5,380.50	5,604.25	5,850.92	6,108.17	6,385.58	6,385.58	6,703.08	6,703.08	7,039.58
55	\$33.77	5,487.75	5,735.50	5,976.83	6,243.50	6,515.50	6,515.50	6,842.67	6,842.67	7,181.50
56	\$34.63	5,627.00	5,877.67	6,130.92	6,404.25	6,679.08	6,679.08	7,013.92	7,013.92	7,363.92
57	\$35.30	5,735.50	5,976.83	6,243.50	6,515.50	6,815.75	6,815.75	7,157.50	7,157.50	7,513.83

*After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.

Adopted: July 6, 2021
 Effective: July 1, 2022; 12:01 am
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2022 – 2023 OPERATIONS & SUPPORT SERVICE UNIT

RANGE	RATE	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	6 (E)	7 (F)	8 (F)	9 (G)
58	\$36.01	5,850.92	6,108.17	6,385.58	6,671.08	6,965.92	6,965.92	7,315.50	7,315.50	7,681.33
59	\$36.90	5,996.92	6,258.25	6,538.25	6,831.83	7,141.25	7,141.25	7,496.42	7,496.42	7,874.42
60	\$37.59	6,108.17	6,385.58	6,671.08	6,965.92	7,291.50	7,291.50	7,654.67	7,654.67	8,037.92
61	\$38.42	6,243.50	6,515.50	6,815.75	7,124.00	7,449.50	7,449.50	7,824.83	7,824.83	8,217.42
62	\$39.30	6,385.58	6,671.08	6,965.92	7,291.50	7,615.75	7,615.75	7,992.25	7,992.25	8,395.75
63	\$40.10	6,515.50	6,815.75	7,124.00	7,449.50	7,784.67	7,784.67	8,170.58	8,170.58	8,583.33
64	\$41.10	6,679.08	6,989.92	7,304.83	7,633.25	7,983.08	7,983.08	8,382.42	8,382.42	8,803.00
65	\$41.94	6,815.75	7,124.00	7,449.50	7,784.67	8,138.42	8,138.42	8,547.17	8,547.17	8,974.58
66	\$42.87	6,965.92	7,291.50	7,615.75	7,956.08	8,328.67	8,328.67	8,744.17	8,744.17	9,182.33
67	\$43.95	7,141.25	7,469.67	7,804.67	8,158.50	8,532.33	8,532.33	8,959.92	8,959.92	9,407.58
68	\$44.87	7,291.50	7,615.75	7,956.08	8,328.67	8,706.58	8,706.58	9,144.83	9,144.83	9,600.42
69	\$45.84	7,449.50	7,784.67	8,138.42	8,524.33	8,918.33	8,918.33	9,365.83	9,365.83	9,836.25
70	\$46.87	7,615.75	7,956.08	8,328.67	8,706.58	9,112.58	9,112.58	9,567.00	9,567.00	10,045.50
71	\$47.91	7,784.67	8,138.42	8,524.33	8,918.33	9,333.83	9,333.83	9,801.42	9,801.42	10,290.58
72	\$48.96	7,956.08	8,328.67	8,706.58	9,112.58	9,528.00	9,528.00	10,002.33	10,002.33	10,502.25
73	\$50.08	8,138.42	8,524.33	8,918.33	9,333.83	9,754.58	9,754.58	10,240.92	10,240.92	10,752.92
74	\$51.25	8,328.67	8,706.58	9,112.58	9,528.00	9,989.00	9,989.00	10,488.92	10,488.92	11,012.83
75	\$52.46	8,524.33	8,918.33	9,333.83	9,754.58	10,226.33	10,226.33	10,736.83	10,736.83	11,274.17
76	\$53.58	8,706.58	9,112.58	9,483.83	9,989.00	10,452.83	10,452.83	10,971.42	10,971.42	11,520.75
77	\$54.88	8,918.33	9,333.83	9,754.58	10,226.33	10,695.33	10,695.33	11,231.33	11,231.33	11,790.17
78	\$56.08	9,112.58	9,528.00	9,989.00	10,452.83	10,945.92	10,945.92	11,491.25	11,491.25	12,069.00
79	\$57.44	9,333.83	9,754.58	10,226.33	10,695.33	11,216.67	11,216.67	11,778.08	11,778.08	12,369.17
80	\$58.63	9,528.00	9,989.00	10,452.83	10,945.92	11,478.00	11,478.00	12,050.17	12,050.17	12,651.92
81	\$60.03	9,754.58	10,226.33	10,695.33	11,216.67	11,737.83	11,737.83	12,327.42	12,327.42	12,942.75
82	\$61.47	9,989.00	10,452.83	10,945.92	11,478.00	12,031.42	12,031.42	12,629.08	12,629.08	13,266.92
83	\$62.93	10,226.33	10,695.33	11,216.67	11,737.83	12,307.42	12,307.42	12,921.17	12,921.17	13,567.08
84	\$64.33	10,452.83	10,945.92	11,478.00	12,031.42	12,579.50	12,579.50	13,208.00	13,208.00	13,870.08
85	\$65.82	10,695.33	11,216.67	11,737.83	12,307.42	12,882.33	12,882.33	13,520.25	13,520.25	14,200.92
86	\$67.36	10,945.92	11,478.00	12,031.42	12,579.50	13,191.83	13,191.83	13,849.83	13,849.83	14,544.00
87	\$69.03	11,216.67	11,737.83	12,307.42	12,882.33	13,502.92	13,502.92	14,178.25	14,178.25	14,885.75
88	\$70.63	11,478.00	12,031.42	12,579.50	13,191.83	13,840.58	13,840.58	14,529.25	14,529.25	15,257.00
89	\$72.23	11,737.83	12,307.42	12,882.33	13,502.92	14,143.33	14,143.33	14,849.67	14,849.67	15,594.67
90	\$74.04	12,031.42	12,579.50	13,191.83	13,840.58	14,468.92	14,468.92	15,191.42	15,191.42	15,952.58

**After July 1, 2015, in order to be eligible for Steps F and G, the employee must have completed two years of services at the previous step.*

EXHIBIT E

WVMCEA/WVMCCD TELECOMMUTING AGREEMENT

Alternative Work Schedules (in coordination with Article 17.6)

The District and the association endeavor to provide flexible, alternative work schedules to workers within the parameters of this agreement. The parties agree that any alternative work schedule must be approved in advance by the immediate supervisor and that if for any reason the worker's request for an alternative work schedule is denied that he/she shall have the right to request the reasons for denial in writing.

Telecommuting workers are required to perform their assigned work duties and be accessible as if they are working at their District worksite during the established telecommuting Work Schedule. Workers must be accessible at all times during their temporary telecommute scheduled work times via the manner and technology designated by their supervisor, which includes laptop computer, email, messaging application, video conferencing, and/or instant messaging. Workers will make themselves available to physically attend scheduled work meetings, trainings, and other department activities as requested or required by the Department.

Workers may request to work the following alternative work schedules within the telecommuting agreement:

Telecommuting- Workers will work all or part of a scheduled 37.5 hour work week from an off-campus location within the state of California. The 37.5 hour work week can be structured as follows:

a. 5/37.5 Schedule- Workers will complete the 37.5 hour work week within 5 agreed upon work days over a one-week period of assignment. A portion of this work may include telecommuting, with agreement from the immediate supervisor.

OR

b. 4/37.5 Schedule- Workers will complete the 37.5 hour work week within 4 agreed upon work days over a one-week period of assignment. A portion of this work may include telecommuting, with agreement from the immediate supervisor

OR

c. 9/75 Schedule- Workers will complete a 75 hour work week within 9 agreed upon work days over each two-week period of assignment. A portion of this work may include telecommuting, with agreement from the immediate supervisor.

Workers may not deviate from their agreed to alternate work schedule and are required to take rest and meal breaks while telecommuting in full compliance with their collective bargaining agreement. Workers are prohibited from working additional hours outside of their

temporary telecommute work schedule and are expressly prohibited from working overtime without prior approval from their supervisor.

In the event that the Chancellor declares a college or district-wide emergency requiring campus closure, the District retains the right to direct workers to telecommute consistent with the provisions of this agreement until the conclusion of the emergency.

Should the immediate supervisor determine that an alternative work schedule must end, and the employee must return to in-person work or a five-day per week schedule, the employee will be given a minimum of ten (10) working days notice in writing.

A decision to deny a request for an alternative work schedule or return workers to a standard schedule is final and not subject to the grievance procedure outlined in Article 20.

Alternative Work Schedules must comply with all applicable District, state, and federal policies and procedures and collective bargaining agreements regarding overtime, holidays, vacation leave, and sick time.

Terms

1. The worker agrees to sign a telecommuting agreement with the District.
2. The worker agrees to remain accessible during designated work hours. Designated work hours to be discussed/finalized and memorialized in writing (below) prior to the start of the telecommuting work.
3. Job responsibilities and performance appraisals remain the same as when working on site at WVMCCD.
4. WVMCCD does not reimburse for costs for internet, phone lines or home utilities. However, the worker shall be allowed to request District equipment and office supplies as deemed reasonably necessary to perform the essential functions of their job.-
5. All injuries incurred by the worker during hours that the worker is telecommuting, and all illnesses that are job-related must be reported promptly pursuant to Administrative Procedures 7343 - Industrial Accident and Illness Leave. Additional information concerning WVMCCD workers compensation program and process is available via the website at <https://www.wvm.edu/services/hr/leave/Pages/default.aspx#Tab1>.
6. The worker understands that equipment, office supplies, records, and materials shall remain the property of the District and is for business use only.
7. The relocation of any equipment or supplies from the campus to the remote work location shall be the responsibility of the worker.
8. The College will provide for reasonable maintenance to District.
9. The worker understands that all obligations, responsibilities, terms and conditions of employment with the District remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.
10. Any breach of the telecommuting agreement by the worker may result in termination of such Agreement.

Request Dates

Date Submitted: Requested Start Date/Renewal Date: End Date:

- Select One: This is a request to renew a current teleworking agreement
 This is a request to propose a new teleworking agreement

Employee Information

Name: Department:
 Employee ID: Supervisor Name:
 Classification: Supervisor Email:

Proposed Work Schedule

A. Current Department Work Schedule – Days and hours worker is normally expected to work on-site at West Valley/Mission:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

B. Alternate Workplace Work Schedule – Days and hours when the worker will normally work at the designated alternate work site.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

By signing this Agreement, the worker certifies that he/she will maintain a safe and ergonomically appropriate telecommuting worksite, and that he/she has reviewed the free Keenan Safe Colleges, online training, "Office Ergonomics." Upon request, the District will provide additional resources to assist the worker in assessing and maintaining the telecommuting worksite in a safe and ergonomically appropriate manner. The worker agrees to utilize these resources if needed.

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all its provisions.

Employee Name (Print) Employee Signature Date

Supervisor Name (Print) Supervisor Signature Date

Vice Chancellor of HR (Print) Vice Chancellor of HR Signature Date