

COLLECTIVE BARGAINING

# AGREEMENT

between

**Supervisors Association**  
**Teamsters Local 856**

and

**West Valley – Mission**  
**Community College District**



**July 1, 2015 – June 30, 2018**  
*(Revised July 20, 2016)*

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**ARTICLE 1**

**RECOGNITION**

The Board of Trustees of the West Valley-Mission Community College District, hereinafter referred to as "District" or "Board" hereby recognizes Professional and Vocational Supervisors Division Teamsters Union Local 856, hereinafter referred to as "Local 856" or "Union" as the sole and exclusive representative of Supervisors within the Supervisors Bargaining Unit as defined in Exhibit A of this Agreement, and incorporated by reference as a part of the Agreement.

Unit members are defined as persons who may supervise others and/or supervise programs or services to the District.

For the purposes of clarification in referring to a supervisor in this agreement, a supervisor will be known as unit member. All references to the terms "supervisor" and "teamster" or other terms will be replaced throughout the agreement to "unit member."

**ARTICLE 2**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members 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.

**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 Union 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  - 3.1.3 Even though during negotiations the matters were proposed and later withdrawn.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, and, 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 Local #856 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.
- 3.2 Nothing contained in this agreement shall be interpreted as to imply or permit the invocation of past practice, tradition, or accumulation of any unit member rights or privileges other than those expressly stated herein.

**ARTICLE 4**

**CONCERTED ACTIVITIES**

- 4.0 It is agreed and understood that during the term of this Agreement there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operation of the District by the Union or by its officers, agents, or unit members covered by this Agreement.
- 4.1 Nothing in this Article shall be construed to prohibit the Union, its officers, agents and the unit members covered by this Agreement from engaging in protected, concerted activities, such as complying with sanctioned picket lines of other Teamster organizations, during the term of this Agreement.

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.0 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.
- 5.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Trustees, the adoption of policies, rules, regulation, 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.
- 5.2 The Board of Trustees retains the right to reclassify any unit member and make job classification salary range adjustment increases during the term of this Agreement or at any time it deems appropriate after it has met its obligation to meet and confer with the Union with respect to such proposed changes.
- 5.3 Union recognizes and agrees District retains its rights to amend, modify or rescind policies and practices and terms of this Agreement in case of emergency. An emergency is considered an act of God, natural disaster or other dire interruption of District operations. The District will make every effort to bargain with the union prior to taking emergency action, as defined herein; if not practical, the District will bargain as soon as possible after invoking these emergency provisions. Union agrees it shall abide by such emergency decisions of the Board during the time of the declared emergency.
- 5.4 The District retains the right to evaluate, hire, promote, terminate, and discipline unit members.

**ARTICLE 6****ORGANIZATIONAL RIGHTS****6.0 ACCESS**

Union officials and representatives shall have the right of access on District property to unit members for the purpose of conducting Union business pertinent to the administration of this Agreement. Such officials and representatives shall advise the Associate Vice Chancellor of Human Resources of their presence on District property. Such access shall be exercised reasonably, and shall not interfere with the work duties of unit members.

**6.1 USE OF FACILITIES**

Advance request for use of District facilities must be made in accordance with established District procedure and policy whenever the Union wishes to schedule use of a facility to conduct organizational meeting and business. After 5:00 p.m., any additional cost to the District for cleaning or other services associated with the facility usage shall be charged to the Union in accordance with policy pertaining to other non-profit organizations.

**6.2 MAIL BOXES, BULLETIN BOARDS**

The Union may use District and campus mailboxes, internal mail system and those bulletin boards designated for the Union's use in appropriate places. All postings shall be authorized by the Union and bulletin boards utilized by the Union shall be maintained in a neat and orderly manner.

Unit members shall have access to E-mail where possible. Nothing in this article shall require the District to provide computer hardware or software to any Union representative or unit member.

**6.3 ORGANIZATIONAL SECURITY**

6.3.1 Any regular unit member who is covered by this agreement shall become a member of either the union or the agency shop. The obligation shall commence on the first day of the following month after the date of hire.

6.3.1.1 All new hires are required to pay an initiation fee per Teamsters Local Union No. 856 bylaws. The initiation fee may be paid in one of three ways, determined by the unit member at the time of orientation. A unit member may pay the fee in a single lump sum payment taken directly from the member's paycheck, or in four equal installments taken directly from the member's first four paychecks beginning the month after the date of hire, or by payment plan established directly with the business office of Teamsters Local Union No. 856.



- 6.3.1.2 Any unit member who is a member of a bona fide religion, body or sec which has historically held conscientious objections to joining or financially supporting a public organization shall not be required to join or financially support the union. Those unit members may, in lieu of dues, pay initiation fees or agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501©(3) of the Internal Revenue Code. The following charitable funds are recognized:

West Valley-Mission Community College Foundation  
West Valley-Mission Advancement Foundation  
American Red Cross

- 6.3.1.3 The agency shop provision is a condition of employment.
- 6.3.1.4 The union shall indemnify and hold the District harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the union, including the costs of defending against any such actions or claims, the union agrees to refund the District any amounts paid to it in error.
- 6.3.1.5 The District agrees to deduct on a monthly basis the periodic membership dues and agency fees from the paycheck of each unit member who completes the appropriate authorization form provided by the Teamsters. The unit member may choose to pay the Teamsters directly for dues. Dues or charitable donations shall remain in force and effect.
- 6.3.1.6 The union shall hold the District and its officers and unit members, including but not limited to the District Director of Fiscal Services, harmless for following the instructions contained in such dues deduction authorizations. The Human Resources Department shall copy letters to the Teamsters of new unit member appointments and the acceptance of resignations/retirements.
- 6.3.1.7 All sums deducted by the District shall be remitted to the union by the 15<sup>th</sup> day of each month following the pay period.

#### 6.4 STEWARDS

- 6.4.1 The Union agrees to notify the Associate Vice Chancellor of Human Resources of those individuals designated as Union officers and stewards no later than July 1 of each year, who receive and investigate grievances and who represent unit members before management. The Union agrees to limit the number of stewards to a maximum of four (4), two (2) stewards and two (2) alternates.
- 6.4.2 A steward shall be granted a reasonable amount of release time for the purpose of representing a unit member during processing of a grievance.

6.4.3 An authorized steward and the grievant shall be released from their regular work duties with pay and benefits, when meetings are scheduled during work hours.

6.5 **NEGOTIATIONS AND SHARED GOVERNANCE COMMITTEES**

6.5.1 A reasonable amount of release time shall be granted for up to two (2) unit members for negotiations. The Union shall provide the names of the negotiation team to the Associate Vice Chancellor of Human Resources at the time negotiation proposals are introduced in accordance with Government Code 3547.

6.5.2 Unit members shall receive release time for the purpose of participating on shared governance committees, provided that no one person shall serve on more than two (2) standing committees

6.6 A parking sticker shall be provided to the union representative on request.

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**ARTICLE 7****LEAVES OF ABSENCE**

- 7.0 Unit members shall be eligible for application and utilization of the following types of leaves of absence, under the conditions described.
- 7.1 While absent on any paid leave of absence, the unit member shall receive full pay, including appropriate salary and fringe benefit compensation, except as full pay may be specifically modified as part of the terms and conditions of the leave of absence, and shall continue to accrue all benefits inherent to active employment, including sick leave and vacation accumulation, holiday eligibility and seniority credit.
- 7.2 While absent on any unpaid leave of absence, the unit member shall receive no pay and shall not be permitted to accrue any benefits of active employment, but may be permitted to participate in health and welfare insurance benefits, available under this Agreement and in accordance with the rules of the Benefit Plan, but only at the unit member's own cost. Unit members who are participating in health and welfare benefits at their own cost must submit a monthly premium payment one (1) month in advance to the District in order to insure continuation of coverage. The primary purpose of unpaid leaves of absence is to permit disabled or distressed unit members who have exhausted all other leaves to maintain an employment position during final recuperation or hardship.
- 7.3 The parties recognize and acknowledge that the Board of Trustees has sole, exclusive and discretionary rights to grant other leaves of absence, e.g., educational leave, paid or unpaid, 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 unit member under any authority of this Article shall not, collectively, exceed two (2) school years' continuous duration.
- 7.4 Except as specifically provided, leave benefits provided shall not be accumulative, accrue, compound or increase in any manner except as explicitly stated.

**ARTICLE 8****HEALTH LEAVES**

**Absence Notification:** The unit member's immediate supervisor shall be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence in advance of the work shift. If the immediate supervisor is unavailable, the unit member shall contact the staff member designated by the department administrator.

**8.0 SICK LEAVE**

Unit members shall accrue one (1) day 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.

Absence reports must be submitted within five (5) working days after return to duty.

8.0.1 Unused sick leave shall accrue from year to year.

8.0.2 Accrued sick leave may be utilized when the unit member cannot or should not attend work because of illness, injury, or exposure to contagious disease. Sick leave may also be utilized under stipulated terms and conditions which are defined elsewhere.

8.0.3 The supervisor may require a statement from a licensed medical practitioner if the illness at any one time exceeds three (3) workdays.

8.0.4 The supervisor may require a statement from a licensed medical practitioner after one (1) day of sick leave if there has been a "pattern of abuse." When in the opinion of the supervisor, a pattern of abuse is developing; the supervisor shall first warn the unit member prior to requiring a medical statement of illness. The District may require a physician's release for the unit member to return to work.

8.0.5 New unit members become eligible for the same number of days as there are number of months left in the academic year on the effective date of their appointment. One (1) day of actual duty must be served before a unit member is eligible for sick leave. New unit members 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.

Reference for informational purposes only: Education Code 88191

8.0.6 A unit member may use in any calendar year accrued sick leave, in an amount not more than the amount earned during six (6) months employment, to attend to the illness of a child, parent, spouse or domestic partner of the unit member.

If the unit member uses more sick leave hours than has been accrued up to the end of the month that it was used, the number of hours that were not covered will automatically be deducted from another leave plan that has an allotment of hours to cover the excess hours, or the excess hours will be deducted from the member's pay, at his/her current hourly rate, in the next possible payroll cycle. (Order of plan deductions: sick leave, floating holiday, compensatory time, vacation then pay.)

- 8.0.7 Upon exhaustion of all accrued sick leave credit and accrued compensatory time, if the unit member remains unable to return to work, the unit member may commence substitute difference leave, a paid leave, wherein the unit member shall receive the difference between his/her regular salary and the amount actually paid to a substitute, hired to temporarily replace the disabled unit member. Unit members may utilize substitute difference leave only upon exhaustion of accrued sick leave, compensatory time, and vacation and, until a maximum of five months following the original commencement of the disability/absence, including days when the unit member utilized accrued sick leave benefits.
- 8.0.8 A unit member who previously worked for another California school district or County Superintendent of Schools shall have such accumulated sick leave credited to the District upon employment, provided the following conditions are met:
- 8.0.9 Previous employment was for a period of one calendar year or more.
- 8.0.10 Termination of previous employment was for reasons other than action initiated by the employer for cause, unless accepted by the Board of Trustees.
- 8.0.11 Employment is accepted within one year of terminating the previous employment.

## 8.1 LONG TERM HEALTH LEAVE

A permanent unit member who has exhausted all entitlement to sick leave vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The board may renew the leave for two (2) additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

- 8.1.1 A health leave may be granted to unit members who are full time employees and who document their request with medical support.
- 8.1.2 Unit members may utilize other available leave options, sick leave, vacation, and comp time, before requesting health leave, or may request health leave without utilizing other available leave options.
- 8.1.3 Unit members returning to work from health leave shall, prior to their return, provide a thirty (30) days' written notice of their intent to return and medical affirmation of their ability to return to work and perform the essential functions of their positions to the Associate Vice Chancellor of Human Resources. This notice will include a statement from the health care provider affirming the member's ability

to resume the full duties and essential functions specified in his/her job description. The Associate Vice Chancellor will notify the supervisor, and the member shall be returned to the position held by the worker prior to the leave. Subject to the outcomes of an interactive process and the health care provider's statement affirming the member's inability to resume the full duties and perform the essential functions of the member's position as specified in his/her job description, the Associate Vice Chancellor will review alternative placement, pending review of the member's minimum qualifications, to allow the member to return to work in an alternative position/classification. Such placement will not promote the member outside of the normal promotional processes.

- 8.1.4 Although unpaid, in accordance with Section 7.2, the District shall continue to pay the appropriate District contribution to permit the unit member to continue available insurance coverage as though the unit member were in a paid status.

## 8.2 **DISABILITY DUE TO PREGNANCY AND CHILDBIRTH**

Any unit member 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. The leave will be coordinated with a Disability Insurance program if the union chooses to participate in such a program through voluntary payroll deduction for the entire bargaining group.

- 8.2.1 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted. The unit member shall use sick leave and have the option to compensatory time, vacation, and the floating holiday and shall retain District-paid benefits while on pregnancy disability. Members in paid status will receive PERS service credit; leave without pay will not receive PERS service credit.
- 8.2.2 Prior to returning to work as a result of the temporary disability, the unit member must provide the Associate Vice Chancellor of Human Resources with a doctor's verification that he/she is physically able to render full and complete service to the District.
- 8.2.3 In order to use sick leave for pregnancy disability, the unit member must have been rendering paid service to the District and must not have been on any unpaid leave immediately preceding the disability.

## 8.3 **FAMILY CARE LEAVE**

- 8.3.1 Eligible unit members are entitled to take an unpaid leave of absence for a total of twelve (12) weeks for the purposes of childcare or family care leave. Childcare leave may be granted upon the birth, adoption or foster care placement of a child. Family care 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).

- 8.3.2 Unit members must have been employed for at least twelve (12) months preceding the starting date of the leave.
- 8.3.3 Eligible unit members are entitled to take up to a total of twelve (12) work weeks of leave during the twelve months beginning with the first day of leave. Leave may be taken intermittently, provided the unit member 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. Unit members 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 unit member may be temporarily reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave until the unit member is able to assume all the responsibilities of his/her position.
- 8.3.4 Unit members may take the leave provided in this section by using either available paid leaves, using unpaid leave, or a combination of both, up to twelve (12) weeks in total. Eligible unit members must use accrued compensatory time before unpaid leave is taken. Eligible unit members may use accrued sick leave time and vacation time before unpaid leave is taken.
- 8.3.5 Unit members must provide written notice to the District at least thirty (30) days prior to taking family care leave or, if thirty (30) days notice is not possible due to circumstances beyond the unit member's control, must provide notice as soon as practicable.
- 8.3.6 **Certification:** Unit members 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 unit member is needed to care for the family member, and an estimate of the amount of time required to provide such care.
- 8.3.7 All leave provisions in this agreement shall run concurrently with all Federal and state leave requirements.

**ARTICLE 9****INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 9.0 **Leave Allowance:** 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. The leave allowance is reduced by one day for each day of absence that is directly related to the on-the-job injury, regardless of amount of compensation. Unused leave cannot be accumulated.
- 9.0.1 Eligibility for this benefit is limited to unit members who have accumulated one (1) year continuous employment with the District.
- 9.0.2 Industrial Accident & Illness Leave shall be reduced by one (1) full day for each day of authorized absence, regardless of compensation made under Supervisor compensation benefits.
- 9.0.3 The unit member shall endorse the temporary disability indemnity check to the District in order to receive compensation. The District, in turn, will pay to the unit member the appropriate salary.
- 9.0.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under Supervisor compensation benefits or laws, exceed the unit member's normal wage for the day.
- 9.0.5 Upon exhaustion of benefits provided under this section, unit members who remain unable to return to work may utilize their sick leave, vacation and/or comp time to supplement insurance benefits and thereby maintain regular pay.
- 9.0.6 Any unit member receiving benefits under this procedure shall during the period of injury or illness remain within the State of California, unless the Board authorizes travel outside the state.
- 9.0.7 Unless there is medical information to the contrary, a unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the physician determines the unit member is able to resume the regular duties of his/her position, and a medical statement to that effect is submitted to the Associate Vice Chancellor of Human Resources.
- 9.0.8 If a unit member exhausts all available leave benefits and unpaid leave options but remains unable to return to work pursuant to a doctor's medical verification, such unit member shall be placed on a 39-month reemployment list in accordance with Education Code Section 88192. Eligible unit members may retire if they so desire.
- 9.0.9 The District's compensation insurance carrier or adjusting agent, as appropriate, shall determine eligibility for benefits contained in this section by determination of the unit member's eligibility for compensation benefits.



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**ARTICLE 10****PERSONAL LEAVES**

**Absence Notification:** The unit member's immediate supervisor shall be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence in advance of the work shift. If the immediate supervisor is unavailable, the unit member shall contact another staff member designated by the department administrator.

Absence reports must be submitted within five (5) working days after return to duty.

**10.0 PERSONAL NECESSITY LEAVE**

At their election, and with approval of the immediate supervisor, unit members may use a maximum of seven (7) days each fiscal year, chargeable against the unit member's sick leave allotment, for approved matters/situations of personal necessity.

Reference for informational purposes only: Education Code 88191, 88207

If the unit member uses more than 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 number of hours that were not covered will automatically be deducted from the member's pay, at his/her current hourly rate, in the next possible pay cycle.

10.0.1 The following are the approved matters/situations of personal necessity:

10.0.1.1 Death of a member of the immediate family;

10.0.1.2 Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family;

10.0.1.3 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 member is required during the unit member's regular work day.

10.0.1.4 Appearance in court as a litigant or as a witness under official order, and when the unit member elects against utilization of the provisions of Article 11, §11.0;

10.0.1.5 Religious holidays or other observances which the unit member believes are of such moral/ethical significance that it is a matter of personal necessity to absent himself/herself from duty. Utilization under this section shall be limited to a maximum of two (2) days per academic year.

10.0.2 Advance permission is not required for absences resulting from death, accident or serious illness of members of the unit member's immediate family; however, the unit member must notify his/her supervisor as soon as is reasonably possible.

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

Reference for information purposes only: Education Code 88194

## 10.1 PERSONAL BUSINESS LEAVE

All unit members shall be granted four (4) days Personal Business Leave each fiscal year, chargeable against the unit member's sick leave allotment. The unit member need not disclose the reason for the Personal Business Leave Request. The scheduling of this leave shall be subject to the approval of the immediate supervisor, and advanced approval of the leave is required.

If the unit member uses more than the four (4) days of personal business leave per fiscal year or if the member does not have enough sick leave allotment to cover the personal business leave taken, the number of hours that were not covered will be automatically deducted from the member's pay, at his/her current hourly rate, in the next possible pay cycle.

## 10.2 BEREAVEMENT LEAVE

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 member within fifteen (15) days following the death of a member of the unit member's immediate family, as defined in Section Personal Necessity Leave. Such leave shall be for the purpose of attending memorial or burial services and/or arranging for family or personal affairs.

10.2.1 Absence in excess of the benefits provided in this section may be taken in accordance with the provisions of Personal Necessity Leave, or as defined in Section 7.03.

## 10.3 SCHOOL AGE PARENT LEAVE

A unit member 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 unit member shall use accrued vacation, personal necessity leave, personal business leave, floating holidays, or compensatory time. If the unit member has no paid leave, the leave shall be unpaid.

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## ARTICLE 11

### OTHER LEAVES

**Absence Notification:** The unit member's immediate supervisor shall be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence in advance of the work shift. If the immediate supervisor is unavailable, the unit member shall contact another staff member designated by the department administrator.

Absence report forms must be submitted within five (5) working days after return to duty.

#### 11.0 COURT APPEARANCE

Leaves for the purpose of court appearance shall be available as follows:

- 11.0.1 Unit members who appear in court on behalf of the District shall be deemed to be in a working status.
- 11.0.2 When a unit member 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 member, a leave without loss of pay may be granted up to the amount of the difference between the unit member's regular earnings and any amount received for witness fees.
- 11.0.3 Absence for other court situations should be handled through Personal Necessity Leave, Section 10.0; however, unit members may elect to absent themselves under the authority of this section but sustain salary deduction for such absence.

#### 11.1 JURY DUTY

The District shall grant a leave of absence with pay to any unit member called for jury duty. At the conclusion of the unit member's jury service, the unit member must obtain a jury verification form which must be attached to the absence report.

In the event an evening or night shift unit member is called to court under the above provision, the following shall apply:

- a. Evening (swing) unit members 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 (grave) unit members shall have release time on the shift prior to court attendance; and that unit member with no loss of wages or benefits.

#### 11.2 MILITARY LEAVE

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

### 11.3 **REQUEST FOR UNPAID LEAVE**

A unit member may request a leave of absence without pay from the immediate supervisor. The reason for the leave must be acceptable to the President or Vice Chancellor, the Associate Vice Chancellor of Human Resources, and the Board of Trustees. The request shall be in writing to include the reason for the leave and the dates of the requested leave and submitted to the Associate Vice Chancellor of Human Resources. The unit member will be responsible for the cost of health and welfare benefits if the leave is twenty (20) working days or more covering a specific month or more. For example, if the unit member requests the month of May as an unpaid leave, the employee will pay the cost of the health and welfare benefits. If the unit member requests June 15 to July 15, the unit member will not be responsible for the cost of the health and welfare benefits.

**ARTICLE 12**

**HOLIDAY LEAVE**

12.0 Unit members shall be entitled to the following paid holidays, providing each unit member is in paid status on his/her regularly assigned workday 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 Day
- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Lincoln's Birthday
- Cesar Chavez Day
- Memorial Day
- One (1) Floating Holiday

12.1 Specific and actual dates on which such holidays shall actually be observed shall be determined by the District's Calendar.

12.2 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, except where the District Calendar further modifies or revises observance of holidays.

12.3 Should a holiday occur while a unit member 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 unit member's paid leave of absence.

12.4 Unit members required to work on a holiday shall receive time and a half pay, in addition to the unit member's regular day's pay for the holiday.

12.5 If the holiday falls on a non-working day for the unit member, and other District employees receive that holiday, the immediate supervisor and the unit member shall agree on a day to be taken as an alternate holiday. The unit members will receive other holidays provided to other employee groups that are specifically designated as holidays.

**ARTICLE 13****VACATION**

- 13.0 Each full-time unit member earns 14.67 hours of paid vacation for each calendar month of completed service (22 days per fiscal year). After seven years of completed service with the District, starting from the date of hire, unit members will earn 16 hours of paid vacation for each calendar month of completed service or 24 days per fiscal year. This change will become effective July 1, 2013 and will be retroactive only to this date. Employees are encouraged to use their annual vacation allowance to maintain their creativity and professional commitment to the District.
- 13.1 Although vacation accrual shall be credited during probation, vacation shall not be vested until successful completion of six (6) months from the hiring date.
- Reference for informational purposes only: Education Code 88197(e)
- 13.2 Vacation credit shall be accrued monthly.
- 13.3 Unit members must be in a paid status for at least half of the month to earn vacation for that month.
- A. No unit member shall be permitted to accrue more than two (2) years' (352 hours for 22 vacation days per year/384 hours for 24 vacation days per year) vacation benefit, based upon each unit members' eligibility. Unit members 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.
- B. The District shall provide vacation accrual information regarding each unit member to the unit member's supervisor on a monthly basis to allow unit members to inquire about their vacation accruals. Members' supervisors will meet with unit members who, at the time of the report, are within forty (40) hours of reaching the vacation limit; they shall work with such unit members to schedule mutually agreeable vacation times during the next three (3) months. The District shall provide vacation accrual information to each member on a monthly basis.
- C. If a unit member requests vacation to reduce excess vacation, the unit member's supervisor must respond in writing. If the supervisor notifies the unit member that such request has been denied, or if the District initiates any action which results in the unit member's inability to reduce excessive vacation, the unit member shall request and be provided with a lump sum cash payment for the denied vacation hours, which shall be paid in the next possible payroll cycle.
- 13.4 Vacation schedules and times shall be developed with the approval of the immediate supervisor. Although the desires and concerns of unit members shall be considered, and accommodated when possible, final scheduling of vacations shall be in accordance with the

operational needs and requirements of the District. The immediate supervisor shall notify the unit member of the approval/disapproval of vacation requests within five (5) working days following submission of the request. There shall be no restriction on the amount of vacation to be taken by a unit member, nor may vacation be restricted due to the season of the year, but scheduling shall be predicated upon the District's operational requirements.

- 13.5 If the unit member uses more vacation hours than has been accrued up to the end of the month that it was used, the number of hours that were not covered will be automatically deducted from another leave plan that has an allotment of hours to cover the excess hours, or the excess hours will be deducted from the member's pay, at his/her current hourly rate, in the next possible payroll cycle. (Order of plan deductions: vacation, floating holiday, compensatory time, sick leave then pay.)

**ARTICLE 14****PERSONNEL FILES**

- 14.0 There shall be one official personnel file for each unit member, which shall be maintained at the District Central Human Resources Department.
- 14.1 Unit members shall have the right during non-working hours to examine all materials (except those obtained prior to employment, those prepared by identifiable examination committee members and those obtained in connection with a promotional examination) contained within the official personnel file. Upon written request, unit members from Mission College may request to review their personnel files at Mission College, subject to the availability of Human Resources staff and time/scheduling limitations. When the business hours of the Human Resources Department will not permit the unit member to inspect his/her personnel file during non-working hours, the unit member may contact the Associate Vice Chancellor of Human Resources, who shall arrange for a time when the unit member may review the file.
- 14.2 Unit members may, in writing, authorize a representative to have access to, and to review the unit member's official personnel file. The unit member agrees that in so authorizing, he/she shall indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review.
- 14.3 Unit members shall be given the opportunity to comment, in writing, on the contents of written material prior to its being permanently placed in the unit member's official personnel file, and to have his/her written comments made a part of the personnel file. The unit member's signature on any material, derogatory or otherwise, shall be *required* for the *sole* purpose of verification of the unit member's review of the material, and not that the unit member has agreed or concurred with the materials.
- 14.4 No material in the unit member's personnel file originated prior to two (2) years shall be used to discipline, evaluate, dismiss or transfer a unit member.



**ARTICLE 15**

**PROBATION**

Newly employed unit members shall serve a probationary period of twelve (12) months.

At any time during the probationary period, and at the sole discretion and decision of the District, unit members may be released from employment. The immediate supervisor shall evaluate the probationary employee prior to release. Such release shall not be grieved by the union.

**ARTICLE 16**

**SALARIES AND COMPENSATION**

**16.0 SALARY**

16.01

- a. The District shall increase the Supervisor's Unit Salary Schedule for 2016-17 as follows:

Effective the first pay period following approval of the agreement, the salary schedule will be increased by 5%.

During the 2016-2017 year, this salary scheduled shall remain in effect through the implementation of any classification and salary changes made pursuant to the Classification and Compensation Study implementation process. All salary adjustments made to individual classifications shall be made via a change in range placement, not a change in the schedule itself.

- b. A unit member will advance from Step E to F after two (2) years of work and from Step F to G after two (2) years of work.

**16.1 DIFFERENTIAL**

- 16.1.1 A 10% differential will be maintained between members of the unit and any employee which they supervise.

**16.2 SPECIAL PAY/COMPENSATION SITUATIONS**

- 16.2.1 A unit member who is called into work on a day when the unit member 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 and pay for all hours worked.

**16.2.2 Shift Differentials**

- 16.2.2.1 The District shall pay an additional \$200 per month to all unit members regularly assigned to work a majority of their weekly-assigned work hours between midnight and 6:00 a.m.

- 16.2.2.2 The District shall pay an additional \$115 per month to all unit members regularly assigned to work a majority of their weekly-assigned work hours after 6:00 p.m.

### 16.2.3 Additional Duties Assigned and Out-Of-Classification Work

16.2.3.1 A unit member may be assigned duties in a higher level classification and still continue to perform some or all of the duties in the unit member's regular classification. This is considered additional duties assigned, not out-of-classification work. The unit member will be compensated accordingly, but the additional pay will not be reportable to CalPERS unless specifically permitted under CalPERS rules and regulations.

Out-of-classification work is defined as performing 100% of the duties in a higher level classification and leaving behind all of the duties in the unit member's regular classification. This is CalPERS' definition for Temporary Upgrade Pay and is only creditable for final compensation calculations, for Classic Members.

If a unit member is temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for his/her regular job class for more than five (5) work days within a fifteen (15) calendar day period, the unit member will receive an upward salary adjustment of no less than six percent (6%). 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 and additional duties assignments must be approved by the Associate Vice Chancellor of Human Resources in advance. If unit members are in the out-of-class assignment that extends beyond the anniversary date on which they normally would have earned a step increase within the unit member's permanent classification, they shall receive a step increase on their anniversary date.

### 16.2.4 Travel/Personal Expenses

16.2.4.1 When authorized in advance by the District, to perform official District duties, unit members 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.

16.2.4.2 No unit member shall be required to use his/her personal vehicles as a condition of employment.

16.2.5 **Court Standby Time:** Any unit member authorized and assigned to be on court standby time shall be paid \$10.00 per hour, up to a maximum of five (5) hours.

16.2.6 **Cellular Phone:** If the District requires a unit member to carry a cellular phone, the District shall provide the phone and monthly maintenance. The unit member must

pay for any personal calls made or received which exceed the monthly allotted minutes or otherwise cause the District to incur additional expense.

Effective July 1, 2006, if the immediate supervisor requires the unit member to keep the cellular phone on for emergency/stand-by situations when the unit member is not scheduled to work or after completing his/her regular assigned work shift and is subsequently contacted by the supervisor for District business, the unit member will receive \$25 for that day if the call does not result in returning to work. If the call results in the unit member being called back to work, he/she shall receive a minimum of three (3) hours pay for such situation.

- 16.2.7 **Bilingual Pay:** Each unit member requested to use his/her bilingual skills in the regular course of business shall receive a bilingual stipend of \$35.00 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.
- 16.2.8 **Longevity Bonus:** Effective July 1, 2006 unit members will receive a \$500 bonus after ten years (10) of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and annually thereafter until 15 years have been achieved. Unit members will receive a \$1,000 bonus after fifteen (15) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and thereafter. The awards are non-accumulative.
- 16.2.9 **Police Officer Post Certificate Awards:** The sworn police supervisor who possesses or who obtains a Supervisor POST Certificate award will receive a stipend of \$50.00 per month. A sworn police supervisor who possesses or who obtains a Management POST Certificate will receive an additional \$50.00 per month. Such stipends will be effective on the first of the month following the presentation and verification of the appropriate documentation. A copy of the certificate shall be provided to the Human Resources Department.
- 16.2.10 **Police Officer Standby Time:** A police officer authorized to be on standby will receive \$10.00 per hour, up to a maximum of eight (8) hours pay per twenty-four (24) hour period. Standby is defined as time when an employee is required to be available to be called to work but is not actually working. Standby includes court appearance standby, a state of emergency or any other time a police officer is ordered by a proper authority to be on standby.
- 16.2.11 **Doctorate Award:** Effective July 1, 2006, unit members completing a doctorate will be awarded \$1,500 annually to become a part of annual salary to be prorated monthly. New doctorate completions will be awarded on the subsequent fiscal year, July 1, upon submission of an official transcript received in Human Resources no later than July 1.
- 16.2.12 All unit members will be eligible to receive any District retirement incentives offered to other employee groups other than PERS and STRS incentives that may be offered. Any PERS and STRS incentives will be provided based on the participation in one of the retirement plans.

16.2.13 Should the District decide to undertake a classification study during the term of this contract, the District and the Supervisors Unit agree to negotiate the cost and the impact of the study.

16.3 **PARKING:**

16.3.1 The District shall provide one (1) staff parking permit free of charge to all unit members to park in designated lots. Members may request one (1) additional staff parking permit at no cost.

16.4 **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").

**Safety Plan Members:**

All bargaining unit members in the District's PERS local safety member 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 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 3% at 55 retirement formula and contribute the entire portion of the statutorily required employee contribution, equal to nine percent (9%) of compensation earnable. In addition, effective October 1, 2014, bargaining unit members covered by the 3% at 55 safety retirement formula shall contribute an additional three point eight percent (3.8%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516.

All bargaining unit members subject to the District's local safety member 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 classic 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 2.7% at 57 safety retirement 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.

**Miscellaneous Plan Members:**

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.

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.

**ARTICLE 17****HEALTH AND WELFARE BENEFITS**

17.0 Effective the first pay period following approval of the agreement, the District's annual contribution to the premium payments for health benefit plans inclusive of coverage for medical, dental, vision, and prescription insurance provided to active unit members shall be limited at \$10,832 for single coverage, \$20,128 for 2-party coverage, and \$25,706 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.

17.0.1 Unit members shall be provided the opportunity to choose between the District sponsored benefits plan options provided by CalPERS or the plan provided by the Teamsters Local 856 Health and Welfare Trust Fund. If the unit member chooses the Local 856 plan, the District shall make contributions on the unit member's behalf, provided the amount of the composite contribution does not exceed \$19,529 annually (inclusive of medical, dental, vision, and prescription). In the event that the Local 856 plan converts to a tiered rate, the District shall make contributions on the unit member's behalf, provided the tiered contribution does not exceed the tiered contribution rates as identified in 17.0. Beginning on July 1, 2011 the difference, if any, shall be paid by the unit member.

17.0.2 The District shall also extend benefits to a unit member's domestic partner if the member and his/her partner meet the eligibility requirements as defined by the State of California as set forth in Family Code 297 and 299.2. In addition, the unit member and the 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 domestic partnership must meet all applicable California 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 and other associated claims for the former domestic partner from the effective date of the termination. 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.

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

- 17.0.3 If another unit agrees to any different health and welfare benefit plan changes, specifically a different dollar amount on the medical cap or no medical cap at all, or a different effective date for the medical cap, the District will extend the offer to meet and confer with this unit regarding health and welfare benefit changes.
- 17.0.4 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 District participation in the CalPERS medical benefits program shall meet any and all contractual obligations with CalPERS. This does not constitute a waiver of the right to meet and confer on the impact of any such changes.
- 17.0.5 Cash-in-Lieu: Any unit member who chooses not to receive major medical insurance contributions by the District and who submits proof of other group coverage shall receive an annual amount of \$3,600, prorated and paid on a per pay period basis, in lieu of medical insurance.

Each year, unit members have the opportunity to opt back into medical coverage during the open enrollment period or within thirty (30) days of any change in status or loss of medical benefit coverage of the spouse or domestic partner. Active unit members who are planning their retirement may opt in during any open enrollment period prior to retirement.

## **17.1 DISABILITY INSURANCE**

Long-term disability insurance will be provided and paid for by the District.

State Disability Insurance (SDI): The District coordinates unit members' sick leave hours with State Disability Insurance (SDI). SDI is employee paid and is no cost to the District.

## **17.2 OPTIONAL VOLUNTARY BENEFITS**

Unit members may participate in the optional benefit plans made available through the District. The optional benefits under this section are voluntary and paid solely by the employee. These include, but may not be limited to:

- Flexible spending plans
- Voluntary life insurance
- Voluntary accidental death & dismemberment insurance
- 457 plan
- 403(b) plan

In addition, the District belongs to two (2) credit unions in which unit members can choose to participate.



### 17.3 RETIREE BENEFIT

#### Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employees Retirement System will receive the District contribution to medical insurance as specified by Resolution No. 14091602, in accordance with the unequal contribution method described therein.

Medical and dental benefits for retirees shall include an eligible spouse/domestic partner or surviving spouse, and eligible dependents and/or eligible dependents of domestic partner.

In order to retain coverage, retirees will be required to annually verify their residence, dependent status and Medicare enrollment.

Retirees, spouses/domestic partners, and/or surviving spouses at age 65 are required to enroll in all parts of Medicare upon initial eligibility, and enroll in a Medicare plan offered by CalPERS.

A change in a medical plan may result in plan changes (i.e., co-pays, deductibles, etc.). Retirees changing plans as the result of relocation 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.

Retirees not eligible for District-paid insurance premiums may participate in District medical and dental plans at their own expense.

#### 17.3.1 Tier One – Unit Members Hired Prior to January 1, 1994

Bargaining unit members hired prior to January 1, 1994, who meet the eligibility requirements listed in 17.3.2, shall receive, in retirement, the medical and dental benefits provided to active bargaining unit members. Unit members shall also receive prescription benefits to the extent such benefits are not included in the medical plan. When prescription benefits are included in the medical plan, no third-party plan shall be provided. The District will pay 100% of the member's annual medical and dental premium costs.

#### 17.3.2 Tier One Eligibility

To qualify for District-paid lifetime medical and dental insurance premiums, a bargaining unit member hired prior to January 1, 1994 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 by the retiree, spouse/domestic partner, and/or surviving spouse when initially eligible. At age 65, the retiree, spouse/domestic partner, or surviving spouse must also enroll in a Medicare plan offered by CalPERS; and,
- e. Completion of the following service requirement:
1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid medical and dental insurance premiums.
  2. Employees retiring who were hired November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental insurance premiums. The District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and 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

#### 17.3.3 Tier One Benefits

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091602, 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 (regardless of any cap imposed by this collective bargaining agreement), minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091602.

#### 17.3.4 Tier Two – Unit Members Hired On or After January 1, 1994 Who Retire On or After January 1, 2015

#### 17.3.5 Tier Two Eligibility – Established Pursuant to California Government Code Section 22895.

To qualify for District-paid lifetime medical and dental insurance premiums, a worker hired on or after January 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 by the retiree, spouse/domestic partner and/or surviving spouse when initially eligible. At age 65, the retiree, spouse/domestic partner or surviving spouse must also enroll in a Medicare plan offered by CalPERS; and
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District.

#### 17.3.6 Tier Two Benefits

Tier Two Retirees who meet the eligibility requirements listed in 17.3.5 shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091608.

### 17.4 CRITICAL INCIDENT PSYCHOLOGICAL SERVICES

Sworn police officers who are involved in a critical incident during the performance of their duties can request psychiatric or psychological services. Critical incidents include those incidents involving loss of life, a shooting, a hostage situation, or similar traumatic incident. The District Chief of Police may require that a police department employee and unit member take up to one work week off with pay when a member has been involved in a critical incident. Upon approval of the District Chief of Police and the Associate Vice Chancellor of Human Resources, all costs associated with this section shall be borne by the District.

### 17.5 JOINT LABOR-MANAGEMENT COUNCIL ON HEALTH INSURANCE BENEFITS

- 17.5.1 The District will abolish the current Health Benefits Review Committee and in its place will establish a Joint Labor-Management Council with each exclusive bargaining representative having voting representation and other District interest groups, inclusive of the Managers Association, Confidential Unit, and the Retirees Association, to have non-voting representation.
- 17.5.2 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.
- 17.5.3 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.
- 17.5.4 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 18****GROWTH INCENTIVE****18.0 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 unit member ultimately enhances the District's institutional mission to effectively promote higher education.

Opportunities shall be any activity that partially or primarily prepares a unit member 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 unit member skills through a variety of credit and non-credit coursework, projects, workshops, or other related activities and/or complete college level certificates or degrees.

**18.1 Eligibility**

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

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

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

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

**18.2 Points**

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

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

18.2.3 If unit member acquires units in excess of the nine (9) points, two (2) may be carried over to the next two year award period.

- 18.2.4 Growth incentive points may be earned by completing any of the following:
- 18.2.4.1 Coursework at any Accredited Community College, College or University.
  - 18.2.4.2 Coursework in Adult education/vocational training, or community development.
  - 18.2.4.3 Professional workshops, conferences or classes.
  - 18.2.4.4 Other courses approved by the Associate Vice Chancellor, or Staff Development Coordinator at each campus.

### 18.3 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

- 18.3.1 Only those courses completed with a grade "C" or higher are eligible for growth incentive points.
- 18.3.2 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 unit members to one-quarter (.25) point. Hours from two (2) or more classes/seminars/workshops may be combined to accumulate points.
- 18.3.3 Only those classes taken in excess of the minimum required to maintain a unit member's position may be credited toward growth incentive points.

### 18.4 Procedure

- 18.4.1 Unit members wishing to obtain Growth Incentive credit must comply with the following procedure:
- 18.4.1.1 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 unit member 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 unit member will be informed in writing of the decision.

- 18.4.2 Requests received after the application deadline will be evaluated on the same criteria as in 18.4.1.1 and must include a written justification for late submittal.
- 18.4.3 Growth Incentive credit will not be granted until official course documents are received by Human Resources Department.
- 18.4.4 It is the unit member's responsibility to see that transcripts are submitted within thirty (30) calendar days of receipt.
- 18.4.5 Credit will not be given for courses taken while the unit member is on release time, or for courses for which the District pays unit members expenses. This does not exclude 10/11 month unit members who take courses during the summer.

## 18.5 Awards

A professional growth increment award based on completion and approval of the above requirements will be \$40 per month. Effective January 1, 2015, any future awards will be paid at the new rate of \$40.00.

- 18.5.1 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 of Human Resources. The amount will be included in each subsequent paycheck of the unit member during employment with the District.

### 18.5.2 Educational Awards

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

A permanent unit member who completes a GED/High School diploma will receive a one-time cash award of \$100.00.

A permanent unit member who completes an AA or AS degree will receive a one-time cash award of \$250.00.

A permanent unit member who completes a Baccalaureate degree will receive a one-time cash award of \$500.00.

A permanent unit member who completes a Master's degree will receive a one-time cash award of \$1,000.00.

A permanent unit member who completes a Doctoral degree will receive a one-time cash award of \$1,500.00.

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**ARTICLE 19****WORK ASSIGNMENTS AND HOURS**

19.0 The work year shall be July 1 through June 30, inclusive; the workweek shall consist of forty (40) hours per week.

19.0.1 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.

19.1 An actual work schedule shall be developed between the unit member and the immediate supervisor. Essentially, the work schedule shall be whatever schedule is necessary to accomplish the needs and requirements of the District, and of the duties and responsibilities of the unit member's job and job assignment, and the unit member and the immediate supervisor may develop any work schedule, which satisfactorily addresses the job/District needs and requirements while complying with all applicable laws and regulations.

Alternate Work Schedules: Work schedules may be developed that temporarily provide for work days of more than eight (8) daily hours but no more than forty (40) weekly hours. Also, time worked beyond eight (8) hours in a day will not be subject to overtime pay, but time worked in excess of forty (40) weekly hours shall be overtime. Alternate work schedules may be discontinued with thirty (30) days written notice by the District or the unit member.

Should an alternate work schedule be developed that allows the unit member to work a different schedule than any other employee s/he may supervisor, the unit member and the next level supervisor will work together to provide appropriate supervision alternatives, during that alternate work schedule time period.

**19.2 OVERTIME**

If unit member works more than eight (8) hours per day (except as identified under alternate work schedules above), or more than forty (40) hours per week, the District may grant either overtime pay or compensatory time off, if the following conditions are met:

- Overtime/compensatory time must be approved in advance by an assigned supervisor or manager, or the department administrator. In emergency situations, approval may be granted verbally, to be followed up in writing within forty-eight (48) hours, by the approving supervisor, manager or department administrator.
- Compensatory time accrual and use is submitted to the Human Resources Department for official record keeping.

When assigning overtime, the needs of the District are the first priority. Whenever possible, overtime work shall be offered on a voluntary basis to all unit members in the classification and location where the work is normally performed. Such work shall be offered in a rotation,

in seniority order, with the most senior unit member first and continuing as applicable. If there is not a sufficient number of qualified volunteers, the District retains the right to assign overtime. Normally, no unit member will be required to work more than sixteen hours in a calendar month nor required to work more than one Sunday of overtime in any given month. It is expressly understood and agreed that circumstances may dictate that exceptions may have to be made to these limiting provision.

Unit members also have the right to request either overtime pay or overtime compensatory time. The assigned supervisor or manager will approve or disapprove such requests prior to the overtime being worked so that the unit member has the option to withdraw the request or decline the offer for the overtime if it is denied.

### 19.3 **COMPENSATORY TIME PROVISION**

The maximum compensatory balance a unit member may accrue is fifty (50) hours (75 compensatory hours). If the employee reaches his/her maximum compensatory balance, the balance must be lowered before the unit member will be allowed to accrue any additional compensatory hours. To lower the balance, a unit member may request a payoff with his/her immediate supervisor, in writing, which will be sent to the Human Resources Department.

19.4 At the end of each fiscal year, the unit member shall have the right to choose between a cash payout or have the compensatory balance rolled to the next fiscal year.

### 19.5 **MEAL PERIODS/REST PERIODS**

In accordance with this article, actual work schedules shall be developed between the unit member and the immediate supervisor, and such matters as meal periods, rest periods and other particulars of the actual work schedule shall be so determined between those persons, and shall not be subject to regulation or scheduling under the terms of this Agreement.



**ARTICLE 20**

**LAYOFF AND REEMPLOYMENT**

**20.0 REASON FOR LAYOFF**

A "layoff" as defined in this article shall occur due to lack of work or lack of funds.

**20.1 FORMS OF LAYOFF**

Layoffs may take one or more of the following forms:

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

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

20.1.3 An involuntary reduction in classification through bumping by senior unit members;

20.1.4 An involuntary reduction in salary or other compensation to avoid layoff;

20.1.5 Voluntary acceptance of reduction in days worked, hours worked, bumping to lower classes, or reduction in salary or other compensation to avoid layoff.

**20.2 NOTICE OF LAYOFF**

20.2.1 The District agrees to notify the Union of the impending layoffs as soon as is reasonable under the circumstances, but at least concurrent with the mailing of any layoff procedures.

**20.2.2 Procedure**

20.2.2.1 After determination by District of the need for a layoff, the Union will be notified in writing.

20.2.2.2 The District and the Union will meet within fifteen (15) workdays of such a notice to negotiate the effects of such action not included within this contract.

20.2.2.3 In the event the District and Union do not reach agreement on the effects of layoff, they shall jointly declare impasse and request through the Public Employment Relations Board (PERB) the services of a mediator, and, shall follow those PERB provisions for both mediation and fact-finding as are contained in Government Code Section 3540, et. seq., to resolve the issue or issues involved.

20.2.3 Unit members affected by layoff shall be given no less than forty-five (45) calendar days' written notice of such action.

### 20.3 ORDER OF LAYOFF

Layoffs shall be based upon the unit member's seniority within a class and higher classes within the District.

- 20.3.1 In determining order of layoff in a lateral class (where a unit member moves or has moved from one class to another class at the same salary range), the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.
- 20.3.2 Unit members with the least seniority within the class, plus higher classes, shall be laid off first.
- 20.3.3 A class is defined as a position with the same job title in the same occupational field. For example, if two (2) positions were created as a Systems Analyst and one job is Systems Analyst – Human Resources and the other Systems Analyst – Student System, both are Systems Analysts.
- 20.3.4 Initially, seniority shall be based on original date of hire as a regular unit member. Promotional dates in promotional positions during employment will serve as the seniority date between job classes. In the case of unit members in less than a full-time position, they will earn seniority based on date of hire or anniversary date at the percentage of assignment. For example, a unit member having a 64% assignment will have seniority in the class based on the part-time assignment. A part-time unit member cannot bump a full-time unit member.
- 20.3.5 In the event a job class of positions is reclassified to a different job title and different salary, the incumbent retains seniority in the job class.
- 20.3.6 If an incumbent's position is reclassified to a different job title and different salary while other unit members in the same job class are not reclassified, the incumbent will receive a new anniversary date and will begin earning seniority in the new job class. The unit member will retain bumping rights to the former job class or classes as noted below.

### 20.4 BUMPING RIGHTS

- 20.4.1 A unit member laid off from his/her present class may bump a less senior unit member in that class with the same work day, work year or at their option a lesser work day, work year, or bump into the next lower class in which the unit member has previously served with the same work day, work year, or a lesser work day/work year, at their option. Although a part-time unit member cannot bump a full-time unit member or other part-time unit members working more than his/her percentage work assignment, the part-time unit member may bump into a vacant position in the unit member's job class that the District plans to fill even though the position is more than the percentage assignment of the part-time unit member being bumped. This only occurs to avoid a layoff.

- 20.4.2 The accumulated seniority days in the higher class (based on date of hire) plus the seniority in the present class (based on date of hire) shall determine the seniority within the class.
- 20.4.3 The unit member may continue to bump into successive lower classes in which he/she has served to avoid layoff.
- 20.4.4 A unit member who will suffer a layoff, despite the exercising of 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 he/she is qualified to perform the duties of the class.
- 20.4.5 A unit member may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the unit member's reemployment rights under this Agreement.
- 20.4.6 When a unit member was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that unit member shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed, provided, the unit member meets minimum qualifications required for the entry level position.

## 20.5 EQUAL SENIORITY

Where two (2) or more unit members subject to layoff have equal class seniority, layoff shall be made on the basis of the lesser of the last continuous hire date seniority; where all seniority is equal, layoff shall be determined by lot.

## 20.6 REEMPLOYMENT RIGHTS

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

- 20.6.1 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or 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 unit member meets the minimum qualifications required for the position.

## 20.7 SPECIAL REEMPLOYMENT RIGHTS

Upon any vacancy occurring within a class within the District within the classified service, the District shall:

- 20.7.1 First, offer reemployment to laid-off unit members in order of highest seniority within the class in which the vacancy occurs and they possess vested job rights. Such unit members shall be notified by certified mail at the last known address of record, and/or, shall be notified by telephone. The unit member shall, if notified by mail, have three (3) work days from proof of service but in no case more than seven (7) work days from date of postmark to notify the District of acceptance; or, if by telephone, two (2) work days to notify of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.
- 20.7.2 Second, where no unit member 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 employment to a unit member in order of District seniority in any entry level position within any class which is vacant within their unit where the unit member possesses the minimum qualifications for such vacant position.
- 20.7.2.1 Such unit members shall be notified by first class mail, at the last known address of record, of the entry level opening. The unit member shall, within seven (7) calendar days from date of postmark, notify and make application to the District to fill such vacancy.
- 20.7.2.2 Failure to make application within the time limits shall be considered a waiver of the right to the vacancy.
- 20.7.3 It is agreed that the order of reemployment of unit members 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 unit members. Rejected unit members 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.
- 20.7.4 Such reemployed unit members 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.

## 20.8 REEMPLOYMENT IN FORMER CLASS

Unit members 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 position.

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**ARTICLE 21****EVALUATIONS**

21.0 The purpose of the evaluation program is to improve the work performance of unit members, to improve productivity and to recognize and acknowledge superior performance by the unit members.

21.0.1 **Responsibility for Evaluations:** Evaluations shall be conducted by the unit member's immediate Supervisor and shall be reviewed by a higher-level designated administrator. The Associate Vice Chancellor of Human Resources shall coordinate and administer the evaluation process.

21.0.2 **Evaluation Forms:** Evaluations shall be reported on forms provided by the District. The District shall establish minimum standards of performance for all unit members in the areas of work habits and working relationships. The designated Supervisor shall establish the skills needed for a specific position, which skills will be documented as a part of the evaluation form.

21.1 **SCHEDULE FOR EVALUATION:**

Evaluations shall occur as follows:

21.1.1 **Probationary:** A probationary unit member shall be evaluated twice during the probationary period. At any time during the probationary period, and at the sole option and decision of the District, unit members may be released from employment (per Article 15). Unit members may be released prior to, during, or after an improvement plan has been implemented.

21.1.2 **Permanent:** Permanent unit members shall be evaluated at least once every two years after earning permanent status. Unit members with unacceptable performance may be evaluated more often.

21.1.3 **Conditional Status:** Permanent unit members 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 unit member shall receive all rights and privileges of permanent unit members. At the end of the six-month promotional probationary period, the member will have an evaluation. If the unit member fails to pass the conditional status period, the unit member shall be reinstated to his/her former position or a vacant position in the same class. This action may result in the displacement of another union unit member. If this occurs the displaced unit member will be placed on the 39-month re-employment list pursuant to Article 20 providing the unit member has satisfactory work performance.

- 21.1.4 **Additional Evaluations:** Additional performance evaluations may be made whenever requested by the unit member's immediate supervisor, or by the unit member.
- 21.1.5 **Special Evaluation:** Special evaluation may be performed as a part of an Improvement Program, as addressed in "Improvement Program."

21.2 **EVALUATION PROCESS:**

The purpose of the evaluation is to keep the unit member informed of his/her performance and to assist the unit member in performing in a proficient to distinguished level to support the mission of the department, college and/or District.

The appraisal is given periodically and is not intended to include negative performance issues on an annual one-time basis alone. Immediate supervisors are expected to keep unit members informed of any negative work performance on a regular basis to improve performance. All performance issues occurring outside of the performance evaluation process should be discussed with the unit member within twenty (20) working days and followed up in writing.

- 21.2.1 The immediate Supervisor shall complete the evaluation and meet with the unit member to review the evaluation form together to discuss areas of performance to include satisfactory and needs improvement.
- 21.2.2 If the unit member is dissatisfied with the performance evaluation of the immediate supervisor, the unit member will have ten (10) working days to attach his/her response to the evaluation prior to insertion in the personnel file. If the ten (10) days have expired, the unit member may submit a response to the Human Resources Department which will be included in the personnel file.
- 21.2.3 The immediate supervisor of the unit member shall meet with the unit member if requested regarding the performance evaluation. The supervisor may meet to discuss the unit member's performance evaluation and may recommend a revision and/or addendum.
- 21.2.4 All favorable documentation to be included in the performance appraisal shall be provided to, and discussed with, the unit member.
- 21.2.4.1 All written remarks on the appraisal shall be specific. Any negative comments shall be provided to, and discussed with, the unit member.
- 21.2.4.2 As specified by law, the Associate Vice Chancellor of Human Resources shall hold the performance appraisal for ten (10) working days before filing it. If a response is submitted within ten (10) working days of the appraisal, it will be reviewed by the Associate Vice Chancellor of Human Resources prior to the materials being placed in the unit member's personnel file. However, a written response may be submitted at any time, and directly placed in the personnel file.

- 21.2.4.3 The unit member shall be entitled to have a steward present at any level of this appraisal. Management may have an observer any time a steward is present.

### 21.3 IMPROVEMENT PROGRAM

- 21.3.1 The immediate supervisor will provide a written plan of specific activities to be undertaken to achieve improvement in specific areas of work performance which are identified and indicated in the evaluation. The plan for improvement must be approved by the department administrator before implementation and attached to the performance evaluation. The improvement plan will not include any requirements beyond what would normally be required for the position. For example, the unit member will not be required to attend conferences on weekends without consent. The improvement plan will include a timeline to be re-evaluated, which shall be no less than six (6) months.
- 21.3.2 **Special Evaluation:** As an integral part of the improvement program, the administrator and/or Supervisor may decide to conduct an interim evaluation to determine progress in achieving the objectives of the improvement program sooner than the timeline identified in the improvement program. In this case, the unit member shall be notified.
- 21.3.3 If the special evaluation does not reflect the desired improvement, the Associate Vice Chancellor of Human Resources shall meet with the administrators and the unit member to discuss changes needed in the plan to produce the desired results.
- 21.4. Unit members who have been unsuccessful in completing an improvement program and subsequently receives "does not meet expectations" performance appraisal which is upheld by the next level, may be recommended for disciplinary action.

**ARTICLE 22****GRIEVANCE PROCEDURE**

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

**22.1 DEFINITIONS**

22.1.1 "Grievance" is a charge by a grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District, as set forth in the rules and regulations 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, or by the administrative regulations and procedures of this college district are not within the scope of this procedure.

22.1.2 "Grievant" may be any bargaining unit member.

22.1.3 "Day" is any day on which the West Valley-Mission Community College District administrative offices are open for business.

22.1.4 "Immediate Supervisor" is the lowest-level manager or supervisor having immediate jurisdiction over the grievant who has been designated to administer grievances.

22.2 The time limits specified in this article may be extended by mutual agreement of the aggrieved unit member or the Union and the reviewer concerned.

Failure of the grievant to advance the grievance within the prescribed time limits shall mean resolution of the grievance at the preceding step's decision. Should a decision not be rendered within the time limits, the grievant may immediately appeal to the next step.

22.3 The District shall grant release time for the grievant and one (1) Union representative, should the grievant so desire, for the purpose of meeting with the appropriate supervisor/manager at the following levels. Release time shall not include any time for the investigation or other preparation related to the grievance.

22.3.1 Any unit member may at any time present a grievance to his/her employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration, pursuant to Step V, below, and the adjustment is not inconsistent with the terms of the Agreement, provided that the employer shall not agree to a resolution of the



grievance until the exclusive representative has received a copy of the grievance and of the proposed resolution and has been given the opportunity to file a response.

## 22.4 STEPS IN THE GRIEVANCE PROCEDURE

### 22.4.1 Step I - Informal Discussion and Review.

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor by the end of the tenth (10th) day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

### 22.4.2 Step II - Supervisor

If the grievance is not resolved through informal discussion, the grievant shall reduce the grievance to writing and submit copies to the intermediate supervisor or equivalent level of management as designated by the District as appropriate with a copy to the Associate Vice Chancellor of Human Resources within ten (10) working days of the discussion with the immediate supervisor. The grievance shall include the specific section(s) allegedly violated, the specific circumstances or action from which the grievance arises, a concise statement as to how the specific section(s) was violated, remedy sought by grievant, and the date of the incident.

The designated supervisor shall have ten (10) working days from the receipt of a written grievance to review the matter and to prepare a written statement. A copy of the written statement will be provided to the Associate Vice Chancellor of Human Resources.

### 22.4.3 Step III - College President/Appropriate Administrator.

If the grievance is not resolved at Step II, grievant may appeal to the College President or Administrator, as appropriate, with a copy to the Associate Vice Chancellor of Human Resources, within ten (10) working days of the receipt of the designated supervisor's response.

The College President/appropriate administrator shall communicate the Step III decision to the grievant within ten (10) working days after receiving the appeal. A copy of the written decision will be provided to the Associate Vice Chancellor of Human Resources.

Either the grievant or the College President/appropriate administrator may request a personal conference within the above time limits.

### 22.4.4 Step IV - Chancellor/Designee.

If the grievance is not resolved at Step III, the grievant may appeal to the Chancellor/designee, with a copy to the Associate Vice Chancellor of Human Resources, within ten (10) working days of receipt of the Step III response.

The Chancellor/designee shall communicate the Level IV decision to the grievant in writing within ten (10) working days after receiving the appeal.

Either the grievant or the Chancellor/designee may request a personal conference within the above time limits.

**22.4.5 Step V - Advisory Arbitration and Board of Trustees Decision.**

If the grievant is not satisfied with the decision at Step IV, and if the Union approves and authorizes such request and action, the grievant may, within ten (10) working days, submit a request in writing for advisory arbitration to the Chancellor/designee. Upon such request, 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 American Arbitration Association furnish a list of names of potential arbitrators, and an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The fees and expenses of the arbitrator shall be equally shared by the District and the Union; all other expenses of the arbitrator and 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) as submitted. The arbitrator's recommendation shall be based solely upon the 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; however, rejection or modification of the arbitrator's recommendation may only be accomplished if five (5) Trustees votes are cast for rejection or modification. The Board will not conduct any independent or additional hearing, and will not hear or receive any further evidence, but will render its final and binding decision solely on the recommendation and remarks submitted by the Advisory Arbitrator.

**22.4.6 Grievance Process:** The District and the Supervisors Unit agree to review the process and develop a grievance form that follows the steps of the grievance process which also includes the following: the specific section(s) allegedly violated, the specific circumstances or action from which the grievance arises, a concise statement as to how the specific section(s) was violated, remedy sought by grievant, and the date of the incident.

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**ARTICLE 23****DISCIPLINARY ACTION****23.0 DISCIPLINARY ACTION**

23.0.1 This Article shall be the sole and exclusive provision pertaining to discipline and dismissal of permanent (non-probationary) classified unit members, except as otherwise provided by law.

23.0.2 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 or equivalent level of management, but unit members shall have the right to rebut such action, in accordance with the provisions of Article 14.3 "Personnel Files."

23.0.3 No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonable assumed that the unit member should have disclosed the facts to the District.

23.0.4 **Negative Documentation:** All negative documentation other than performance evaluations to be used in disciplinary action regarding work performance must be initiated within twenty (20) working days of incident and subsequently included in the personnel file. Disciplinary action resulting from unit member violation of District policy or state and federal laws is not subject to the twenty (20) working days.

23.1 **Application.** This article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District.

23.2 **Discipline.** Discipline is defined as the suspension (with or without pay) involuntary demotion, or termination of a permanent unit member for cause. The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District.

23.3 **Causes.** Administration reserves the right to determine and amend the causes for discipline, which are listed herein for informational purposes only:

- a. Prolonged or permanent physical or mental disability which incapacitates the unit member for the performance of his/her assigned duties. Incapacity shall be subject to verification of a physician designated by the District in non-work connected illnesses/injuries and by the Workers' Compensation Fund in work-connected cases;

- 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 drinking alcoholic beverages on District property or reporting for work while under the influence of alcohol;
- g. Addiction to or being under the influence of controlled substances or hallucinatory agents; conviction of a controlled substance offense;
- h. Unauthorized absence or excessive absence or excessive tardiness, including abuse of leave privileges;
- i. Falsifying information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District record;
- j. Discourteous, offensive or abusive conduct or language toward staff, students or the public;
- k. Failure to maintain any license or certification needed to perform duties or failure to meet District insurability requirements.
- l. Violation of District, state or federal regulation(s);
- m. Conviction of felony or a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude shall be deemed to be a conviction within the meaning of this section;
- n. Arrest for a sex offense as described in Education Code Section 88022;
- o. Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the Chancellor/designee;
- p. Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or inimical to the unit member's duties functions or responsibilities as a District Supervisor;
- q. Other failure of good behavior by a unit member either during or outside of duty hours which is of such a nature that it causes discredit to the unit member's employment or to the District.

- r. Failure to pay Union membership, Agency Shop or religious objector/exemption fees, in accordance with Article 6, section 6.4, "Organizational Security", of this Agreement.
- s. Abandonment of position.
- t. Persistent violation or refusal to obey safety rules or regulations.
- u. Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.

#### 23.4 Termination Procedures.

23.4.1 Before a unit member is terminated, the unit member shall be served:

23.4.1.1 Written notice, stating in ordinary and concise language:

- a. the acts and omissions upon which the dismissal is based;
- b. the specific charges, a statement of the right to a Skelly meeting with the Chancellor or designee, the immediate supervisor, union representative and other appropriate administrators deemed necessary by the Chancellor or designee, the time within which such meeting must be requested, which shall not be less than five (5) working days after service of the notice; the purpose of this meeting is to allow the unit member to respond to the written charges and supporting documentation and to inquire as to the basis of the proposed disciplinary action. The Chancellor or designee as a result of this meeting may amend, withdraw or continue the recommendation to discipline by responding in writing within five (5) working days of the meeting to the affected unit member, the union representative, and immediate Supervisor.
- c. If it is claimed that the unit member has violated a rule or regulation of the District, that rule or regulation will be set forth in the notice.

23.4.1.2 A card or letter which only needs the unit member's signature to constitute a request for a hearing and a denial of the charges.

23.4.2 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Human Resources Department.

23.4.3 The Chancellor or designee may suspend a unit member pending Board action if prior to suspension the unit member has been accorded the following rights:

- a. notice of the proposed dismissal action and of the right to a Skelly meeting set forth above and notice of the suspension pending board action;
- b. the reasons for the disciplinary action;
- c. a copy of the charges and materials upon which the charges are based and;
- d. the right to respond to the charges either orally or in writing, at the discretion of the unit member, to the person imposing the suspension at the time of notification of the charges.

The suspension shall be without pay unless the Chancellor or designee determines that the suspension be with pay.

23.4.4 In situations when an immediate suspension is necessary to avert possible serious harm to the District, its staff, its students or the public, the above-stated rights need not be accorded prior to imposition of the suspension but shall be accorded as soon thereafter as is feasible.

23.4.5 After the Skelly meeting, if the Chancellor or designee intends to pursue disciplinary action, the unit member shall be notified of such action by formal letter. The letter shall include the unit member's right to request a hearing before the Board of Trustees. Such hearing shall be held within thirty (30) days. Failure of the unit member to file a timely request for hearing shall constitute a waiver of the rights set forth therein.

23.4.5.1 A unit member who requests a hearing shall have the right to appear on his/her behalf or with counsel or such representation, as he/she desires.

23.4.5.2 Hearings shall be held in closed session unless the unit member requests an open hearing.

23.4.5.3 The Board of Trustees may sustain reject or modify the recommended dismissal.

23.4.6 If a unit member has been suspended without pay pending Board action, and the Board rejects the recommended dismissal, the unit member shall be reinstated with compensation from the time of the suspension. If the Board modifies the recommended dismissal, it may nevertheless sustain any or all of the suspension without pay as part of the modification.

## 23.5 **SUSPENSION**

23.5.1 Suspension from employment may be imposed by the Chancellor or designee and is without pay unless the Chancellor or designee determines the suspension to be with pay.

- 23.5.2 If a suspension is to be longer than ten (10) working days, the unit member shall be accorded the following rights prior to the commencement of the suspension:
- a. Written notice of the proposed action;
  - b. The reasons for the action;
  - c. A copy of the charges and materials upon which the charges are based;
  - d. The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or designee at the time of notification of the charges;
  - e. Notice of the appeal rights set forth below including a form that the unit member may sign to deny the charges and appeal the suspension.
- 23.5.3 In situations when an immediate suspension is necessary to avert possible serious harm to the District, its staff, its students or the community, the above-stated rights need not be accorded prior to imposition of the suspension but shall be accorded as soon thereafter as is feasible.
- 23.5.4 If the suspension is for ten (10) working days or less, the unit member may be notified orally of the suspension by the Chancellor or designee, and shall be accorded the above rights within ten (10) working days after completion of the suspension.
- 23.5.5 If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or designee seven (7) working days after receipt of the notice of suspension.
- 23.5.6 Failure to file a timely appeal shall constitute a waiver of appeal rights.
- 23.5.7 The Chancellor or designee shall rule on the request within fourteen (14) working days. The Chancellor may sustain, revoke or modify the suspension.
- 23.5.8 If the unit member wishes to appeal the suspension further, the unit member may appeal to the Board within seven (7) working days after service of the Chancellor's or designee's decision. Failure to file a timely appeal to the Board constitutes a waiver of appeal rights.
- 23.5.9 A Board hearing such as that described for termination shall be held within thirty (30) working days of receipt of the request for hearing.
- 23.5.10 If a unit member's suspension is revoked, the unit member shall be compensated for the entire period. If the suspension is modified, the unit member shall be compensated for any part of the suspension that is rescinded.

23.6 **INVOLUNTARY DEMOTION**

The District may implement involuntary demotions for any of the causes listed in Section 23.3 pursuant to the procedure set forth in Section 23.4.

23.7 Alleged violations of this article shall be presented as part of the appeals procedure of this article and not subject to the grievance procedure.

23.8 Violations of the disciplinary procedure shall not invalidate the discipline unless the violations were prejudicial to the unit member.



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**ARTICLE 24****SAFETY**

- 24.0 **Definition.** A Video Display Terminal (VDT) is defined as any computer terminal, monitor, word processor or electronic screen.
- 24.1 **Use of VDTs.** Every unit member 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.
- 24.2 **Ergonomic Standards:** All District acquisitions will meet the following standards:
- a. Chair shall meet Cal OSHA standards.
  - b. Adjustable keyboards and screens will be provided, based on the unit member's request and identified needs.
  - c. Screen brightness and contrast shall be adjustable.
  - d. Glare screens will be provided, based on unit member's request and identified needs.
  - e. Other ergonomic accessories required by Cal OSHA will be provided as recommended by evaluation of the Safety Coordinator. Any other recommendations will be advisory.
- 24.3 **Pregnant Unit member's Use of VDTs.** Upon unit member's request, the unit member and her immediate Supervisor shall attempt to develop a plan to provide non-VDT tasks for the pregnant unit member for the duration of her pregnancy. If no agreement is reached, the unit member and her immediate Supervisor will meet with the person in charge of Human Resources to facilitate resolution. The meeting shall take place within two weeks of the unit member's request. If the situation cannot be resolved, the unit member may choose to continue with her current duties and request, and receive, an anti-radiation screen or comparable device, or she may take a leave of absence, with benefits, and be guaranteed to return to a job in the same classification.
- 24.4 **Instructions.** The District shall insure that all unit members using VDTs receive written instructions regarding proper care and use of the equipment and proper safety measures that should be taken by VDT operators.
- 24.5 **Acquisition.** All new VDT equipment and replacement VDT equipment purchased by the District after July 1, 1990 shall meet the FCC Class B Standards (reduced electromagnetic radiation, meets all grounding requirements, low voltage power supplies, and 50 million volt lightning test).
- 24.6 **Police Safety.** The District will provide equipment and working conditions, which do not place the police officers at undue risk. This shall include, but is not limited to, safe operating patrol vehicles, protective vests, firearms, ammunition, and POST required training.

**ARTICLE 25**

**NON-DISCRIMINATION**

The District and the Supervisors Association, Teamsters Local 856 agree to comply with all applicable state and federal laws regarding unlawful discrimination.

## ARTICLE 26

### STAFF DEVELOPMENT

The District shall provide annual funding, equivalent to \$200 per unit member, for unit members to participate in professional development activities, conferences, and workshops. The funds shall reside in the District Human Resources Staff Development budget but shall be restricted to the unit members' use. All unused funds shall roll over to the next fiscal year and remain available for those uses outlined above (up to a maximum of the equivalent of 2 years of total accrual).

The unit shall establish a three member Staff Development Committee which shall be responsible for monitoring the fund balance, promoting the use of staff development funds, and approving staff development fund requests.

Unit members wishing to request staff development funds must first secure the approval of their immediate supervisor. Upon approval, unit members must complete the appropriate application form and submit it to the unit's Staff Development Committee. Requests shall be approved on a case by case basis in accordance with procedures and criteria previously adopted by a majority vote of the unit.

The final approval of the request and distribution of funds must be approved by the Associate Vice Chancellor of Human Resources to ensure funds are available.

**ARTICLE 27**

**PERSONNEL COMMITTEE**

The Personnel Committee shall consult on matters of mutual interest or concern to the Union and the District in an attempt to resolve problems before they become grievances or major issues.

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

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.

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

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**ARTICLE 28****RECLASSIFICATIONS**

A unit member 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 unit member must be a permanent unit member 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 unit member shall submit a request for reclassification as follows:

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 unit member and conduct whatever investigation is needed to make a determination regarding the reclassification request.

The request shall include a reclassification packet as provided by Human Resources.

The unit member shall retain a copy of the request packet and give a copy to the Local 856 chief steward.

Upon making a determination about the reclassification request, the Associate Vice Chancellor of Human Resources shall submit his determination to the unit member and the chief steward.

If the Union and unit member 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.

If the meeting does not resolve the issues, the Union and unit member may appeal the decision of the Associate Vice Chancellor of Human Resources by submitting a written appeal to the Chancellor. The written appeal shall point out specific information contained in the unit member's reclassification request that supports the unit member's appeal. Information not contained in the unit member's reclassification request or documented before the meeting mentioned above by either party shall not be presented to the Chancellor.

The item shall be agendaized for the next Board meeting after agreement or after the Chancellor's written recommendations have been received.

**General Provisions Regarding Reclassifications**

An increase in the volume of work shall not be the basis for a reclassification.

The District shall do everything in its power to ensure that unit members 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 the Local 856 and the chief steward. The Union will be given sufficient notice to meet on such reorganization before it is approved.

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.

If a reclassification request was denied, no further reclassification request may be made unless the unit member can demonstrate that the job has substantially changed since the last reclassification request.

A decision to reclassify a position shall be retroactive to 90 days from the date of application.

Supervisors shall not change duties arbitrarily or capriciously while a request is pending.

Requests for reclassification from more than one unit member 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 unit members in the group.

The appeal before the Chancellor shall be conducted as a very brief informal meeting. Participants at the meeting shall be the unit member, one Union representative, one Union steward (if he/she is not the designated Union representative), the Associate Vice Chancellor of Human Resources (or designee) and the applicable District Administrator. If the Chancellor needs additional information or participants at the meeting, he/she will designate who should be asked to attend the meeting.

**Reclassification Salary Placement:** Effective for all individual unit member reclassifications (within the unit) requested and received by Human Resources, if approved, warrant a step-to-step salary schedule placement. For all individual unit members reclassifications requested and received by Human Resources, to be reclassified outside of the unit the reclassification will result in a minimum 6% salary increase. Any reclassification affecting an occupational field will be negotiated separately with the Union.

Whenever possible, salary for a reclassification shall be based upon the results of a salary survey of at least four similar positions identified at colleges within the Bay 10. In those situations where similar positions cannot be identified within the Bay 10, similar positions at other public institutions shall be considered. The positions used for the salary survey shall be agreed to by both the Union and the District. Based on the results of the survey, the salary recommendations for the position shall be based on the salary averages for the positions studied. In no event shall the salary recommendation be less than a 6% salary increase.

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

**ARTICLE 29**

**DURATION**

- 29.0 This Agreement between the Board and Union is effective upon ratification, except as otherwise provided herein, and shall remain in full force and effect through June 30, 2018.
  
- 29.1 For the 2016-2017 and 2017-2018 years, the parties agree to reopen Article 16-Salaries and Compensation and Article 17-Health and Welfare Benefits. There will be an annual re-opener article of each party's choosing through the term of the contract. Additional articles may be reopened by mutual agreement by both parties.
  
- 29.2 In witness whereof, each of the parties affix their signatures hereto on this sixteenth (16<sup>th</sup>) day of December, 2015.

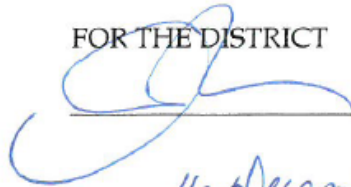
FOR THE TEAMSTERS



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Dated: 12/16/15

FOR THE DISTRICT



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Dated: 16 December 2015

**EXHIBIT A**

Adopted: July 19, 2016  
 Effective: July 1, 2016  
 5% on schedule (Salary Enhancement)

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

**2016 – 2017 SUPERVISORS SALARY SCHEDULE**  
 (40-HOUR WEEK)

<b>TITLE</b>	<b>RANGE</b>	<b>SALARY</b>	<b>HOURLY RATE</b>
Assistant Director of Admissions & Records	22	5,860 - 7,848	\$33.81
Assistant Director of EOPS/CARE	22	5,860 - 7,848	\$33.81
Assistant Director of Financial Aid	22	5,860 - 7,848	\$33.81
Custodial Supervisor	10	4,619 - 6,182	\$26.65
Data Warehouse Developer & Business Analyst	45	9,238 - 12,377	\$53.31
Director of Student Development	32	7,140 - 9,569	\$41.20
District Warehouse Services Supervisor	13	4,906 - 6,565	\$28.31
Financial Aid Director	38	8,039 - 10,776	\$46.39
Financial Aid Supervisor II	20	5,631 - 7,548	\$32.49
Institutional Business/Technology Analyst	30	6,863 - 9,199	\$39.60
International Student Services Supervisor	15	5,101 - 6,832	\$29.43
Parking & Traffic Supervisor	18	5,411 - 7,249	\$31.22
Payroll Supervisor	32	7,140 - 9,569	\$41.20
Public Safety Supervisor - Lieutenant	34	7,431 - 9,955	\$42.88
Senior Applications & Database Administrator	42	8,702 - 11,668	\$50.21
Senior Systems Analyst	42	8,702 - 11,668	\$50.21
Student Enrollment & Financial Services Recruitment Supervisor	20	5,631 - 7,548	\$32.49
Student Outreach Supervisor	20	5,631 - 7,548	\$32.49
Student Services Office Supervisor	18	5,411 - 7,249	\$31.22
Supervisor of Administrative Services	26	6,342 - 8,499	\$36.60
UNIX Server Administrator	38	8,039 - 10,776	\$46.39

*Compensation Factor: \$1,500 for doctorate added to base salary annually, to be prorated on a monthly basis.*

HR/ras/06.24.16



Adopted: July 19, 2016  
 Effective: July 1, 2016  
 5% on schedule (Salary Enhancement)

Human Resources Department  
 WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

2016 – 2017 SUPERVISORS UNIT

RANGE	RATE	A	B	C	D	E	F*	G*
10	\$26.65	4,619	4,850	5,090	5,346	5,610	5,888	6,182
11	\$27.20	4,713	4,947	5,190	5,450	5,723	6,008	6,308
12	\$27.75	4,809	5,039	5,296	5,564	5,838	6,130	6,437
13	\$28.31	4,906	5,145	5,399	5,669	5,956	6,253	6,565
14	\$28.85	4,999	5,249	5,508	5,784	6,074	6,380	6,698
15	\$29.43	5,101	5,355	5,616	5,899	6,196	6,508	6,832
16	\$30.01	5,201	5,455	5,730	6,018	6,324	6,639	6,970
17	\$30.65	5,311	5,572	5,851	6,137	6,447	6,768	7,107
18	\$31.22	5,411	5,683	5,961	6,259	6,577	6,906	7,249
19	\$31.85	5,520	5,797	6,083	6,381	6,711	7,047	7,397
20	\$32.49	5,631	5,913	6,204	6,513	6,845	7,186	7,548
21	\$33.12	5,739	6,028	6,330	6,644	6,979	7,329	7,695
22	\$33.81	5,860	6,147	6,455	6,775	7,119	7,475	7,848
23	\$34.50	5,978	6,272	6,587	6,906	7,265	7,627	8,008
24	\$35.16	6,094	6,392	6,718	7,044	7,408	7,779	8,167
25	\$35.89	6,219	6,517	6,854	7,188	7,554	7,931	8,329
26	\$36.60	6,342	6,649	6,991	7,327	7,707	8,092	8,499
27	\$37.33	6,470	6,781	7,130	7,477	7,859	8,251	8,665
28	\$38.07	6,597	6,915	7,272	7,623	8,017	8,419	8,842
29	\$39.38	6,824	7,160	7,521	7,889	8,296	8,712	9,150
30	\$39.60	6,863	7,197	7,563	7,941	8,341	8,759	9,199
31	\$40.42	7,004	7,347	7,720	8,092	8,508	8,933	9,382
32	\$41.20	7,140	7,489	7,871	8,257	8,679	9,113	9,569
33	\$42.02	7,282	7,641	8,024	8,425	8,853	9,297	9,760
34	\$42.88	7,431	7,790	8,187	8,590	9,030	9,479	9,955
35	\$43.73	7,579	7,949	8,353	8,761	9,210	9,672	10,156
36	\$44.62	7,733	8,105	8,518	8,937	9,396	9,869	10,362
37	\$45.52	7,888	8,267	8,693	9,114	9,588	10,068	10,572
38	\$46.39	8,039	8,435	8,867	9,300	9,777	10,263	10,776
39	\$47.35	8,205	8,600	9,036	9,486	9,967	10,465	10,988
40	\$48.28	8,367	8,773	9,222	9,678	10,171	10,681	11,215
41	\$49.23	8,532	8,946	9,404	9,869	10,376	10,893	11,438
42	\$50.21	8,702	9,123	9,594	10,066	10,582	11,112	11,668
43	\$51.23	8,878	9,309	9,785	10,268	10,794	11,332	11,899
44	\$52.26	9,057	9,493	9,980	10,474	11,006	11,561	12,138
45	\$53.31	9,238	9,685	10,181	10,682	11,230	11,792	12,377
46	\$54.37	9,423	9,885	10,386	10,899	11,453	12,025	12,626
47	\$55.45	9,610	10,080	10,593	11,115	11,682	12,266	12,881
48	\$56.57	9,803	10,281	10,805	11,337	11,916	12,513	13,138
49	\$57.70	10,000	10,487	11,022	11,565	12,156	12,762	13,401
50	\$58.86	10,200	10,697	11,243	11,796	12,398	13,017	13,669
51	\$60.05	10,406	10,912	11,471	12,031	12,644	13,277	13,943

<b>RANGE</b>	<b>RATE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F*</b>	<b>G*</b>
52	\$61.24	10,613	11,128	11,697	12,270	12,900	13,546	14,224
53	\$62.46	10,824	11,349	11,933	12,517	13,159	13,818	14,508
54	\$63.70	11,040	11,577	12,171	12,767	13,421	14,093	14,798
55	\$64.97	11,259	11,810	12,413	13,021	13,690	14,373	15,095

*Note: This salary schedule reflects agreed realignments designed to insure that the supervisors earn at least 10% more than the highest paid, regularly-assigned subordinate.*


\*Effective September 11, 2013, the employee must have completed two years of service at the previous step in order to be eligible for Steps F & G.

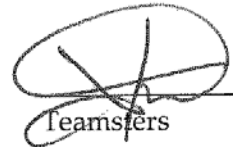
**EXHIBIT B**

**SIDE LETTERS**

Side Letter of Understanding  
Comprehensive Proposal covering all negotiated items

The parties agree that all of the articles in process require approval of a comprehensive agreement effective 2012-2015. The parties further agree to dismiss the Unfair Labor Practice charge (Case number SF-CE-2985-E) with prejudice upon ratification of the 2012-2015 contract.

 09.11.2013  
\_\_\_\_\_  
District Date

 9/11/13  
\_\_\_\_\_  
Teamsters Date

**EXHIBIT B**

**SIDE LETTERS**

Side Letter of Understanding #2

The West Valley-Mission Community College District ("District") and Teamsters Local 856 ("Teamsters") (collectively referred to herein as the "parties") hereby enter into a side letter agreement as follows:

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

WHEREAS, the parties desire to resolve the issue regarding disputed contract language in Article 17 – Health and Welfare Benefits for the 2010-2012 collective bargaining agreement; and

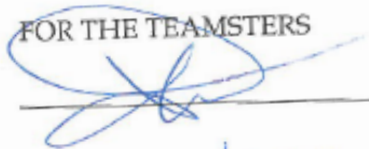
WHEREAS, the parties desire to resolve the issue regarding the additional 3.8% contribution to CalPERS for the enhanced retirement benefit for the Police Lieutenant; and

WHEREAS, the District is willing to provide enhancements to the growth incentive and educational awards as addressed in Article 18 – Growth Incentive;

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective September 2, 2014, the Teamsters Local 856 hereby abandons, releases, and/or waives all current appeals, grievances, complaints or claims, as permitted by law, against the District or its employees related to the disputed contract language in Article 17 of the 2010-2012 collective bargaining agreement and regarding the additional 3.8% contribution to CalPERS for the enhanced retirement benefit for the Police Lieutenant.
2. The provisions herein are agreed to in consideration for a package agreement in the settlement of re-opener negotiations for 2012-15 covering Articles 16, 17, and 18.

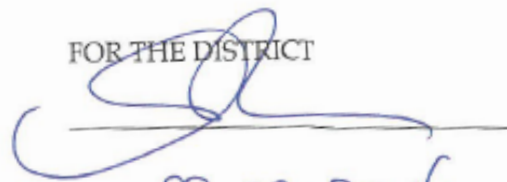
FOR THE TEAMSTERS




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Dated: 9/2/14

FOR THE DISTRICT




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Dated: 09.02.2014

TEAMSTERS  DIST  17 of 18