



### Agenda Item Details

Meeting	Mar 08, 2011 - Board of Trustees
Category	14. Action Item: Human Resources
Subject	14.01 APPROVAL OF AGREEMENT BETWEEN VENTURA COUNTY COMMUNITY COLLEGE DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 99, AFL-CIO
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	The Chancellor recommends the Board of Trustees approve the Agreement between the District and SEIU.

### Public Content

#### Issue:

This item presents for approval the Agreement Between the Ventura County Community College District (the "District") and the Service Employees International Union, Local 99, AFL-CIO ("SEIU"). The term of the Agreement will be from July 1, 2010, to June 30, 2013.

#### Background/Analysis:

The District and SEIU representatives commenced negotiations for a successor agreement in March 2010. On February 4, 2011, the parties reached a Tentative Agreement, a copy of which is attached. SEIU membership ratified the agreement with 77% in support, on February 17, 2011.

Fiscal Impact: \$664,000 for FY 2011 and FY 2012, combined.

Staff Position Review	N/A	Primary	Advisory
President	X		
Academic Senate	X		
Legal Counsel			X
Further Information	James Meznek, Sue Johnson, Patricia Parham		

[Tentative Agreement 2.4.11.pdf \(1,068 KB\)](#)

**Motion & Voting**

The Chancellor recommends the Board of Trustees approve the Agreement between the District and SEIU.

Motion by Vice Chair Arturo Hernandez, second by Trustee Dianne McKay.

Final Resolution: Motion was approved.

Yes: Chair Stephen Blum, Vice Chair Arturo Hernandez, Trustee Dianne McKay, Trustee Larry Miller, Trustee Bernardo Perez

**TENTATIVE AGREEMENT  
BETWEEN  
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SEIU LOCAL 99**

**FEBRUARY 4, 2011**

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The Ventura County Community College District ("District") and SEIU Local 99 ("Union") enter this tentative agreement in full settlement of all the issues included in their respective initial proposals for a successor agreement as further noted below.

Any subject and/or proposal not made a part of this tentative agreement will be considered withdrawn and shall have no force or effect. Only those sections and/or articles attached hereto shall modify the terms of the 2007-2010 collective bargaining agreement. Otherwise, all other terms and conditions set out in the 2007-2010 agreement shall continue in effect.

In summary, the parties agree to modify the following articles:

1. SEIU Rights and District Rights. A new article (Article V) is created for District Rights; SEIU Rights shall remain Article IV;
2. Personnel files, renumbered as Article VI;
3. Hours and Overtime, renumbered as Article VIII;
4. Salary, renumbered as Article IX;
5. Health and Welfare Benefits, renumbered as Article XII;
6. Term, renumbered as Article XXI.

The parties have also agreed to changes in the classified employee evaluation form, the self-evaluation form, and guidelines used in completing the evaluation. All three documents are attached.

This tentative agreement is subject to ratification by the Union membership and Governing Board before these terms become effective.

DATE

2/4/2011

  
For the District

DATE

2/4/2011

  
For SEIU

Ventura County Community College District  
Counter Proposal To SEIU

~~August 24, 2010~~

9/27/10

TA [Signature]  
9/27/10

TA [Signature]  
8/27/10  
09/27/10

ARTICLE IV  
SEIU RIGHTS

- 4.1 SEIU shall have the right of access to areas in which employees work; the right to use institutional bulletin boards, mail boxes, District mail services, and other means of communication, provided that employees' work and District operations are not interrupted. The use of electronic communication must not interfere with District operations, including disrupting normal e-mail service or traffic flow of routine business related communications. SEIU shall have the right to use institutional facilities, provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.
- 4.2 On a quarterly basis, the District shall furnish SEIU with a current roster of employees in the bargaining unit, which includes name, date of hire, position number/location, job title, job classification, grade/step, next step date, percentage of load, number of months of employment, VCCCD mail address (if applicable), and home address. Within fifteen (15) days of commencing employment, the District shall provide the Union with the following regarding the new employee: name, home address, VCCCD e-mail address (if applicable), employee ID number, date of hire, job classification, position number/location, months per year, percentage of load, and grade/step.
- 4.3 In addition to other information to be provided under this article, District management shall make reasonable efforts to provide authorized SEIU representatives with access to all documents of public record that would assist SEIU in carrying forth its duties of representation and administration of this Agreement.
- 4.4 SEIU shall be entitled to an ex-officio representative at all public board meetings.
- 4.5 The District shall not implement any recommendation of any advisory committee in a manner that is inconsistent with the terms of this Agreement.
- 4.6 Sufficient copies of this Agreement shall be printed by the District to assure availability of a copy for each existing unit employee, and to each new unit employee during the term of this Agreement.
- 4.7 SEIU may select and appoint three (3) stewards from each campus and one (1) steward from the District Administrative Center. SEIU may select and appoint one (1) Chief Steward. Reasonable release time will be provided for employee-steward consultations and for processing grievances. Any such release time shall be scheduled by mutual agreement of the employee and the supervisor so as to minimize interruption of the operations of the department while recognizing the needs of the employee.

- 4.8 a. The committees listed below, or those established for the purpose of taking action on issues within the scope of bargaining as determined by the EERA, shall have a SEIU appointed representative.

Safety

Consultation Council (Participatory Governance)

- b. The Chancellor/President or designee shall determine the need for classified representative(s) to all other new and existing committees and task forces not listed above in 4.8.a. The Chancellor/President or designee shall notify the Union and the Union shall notify all classified employees of the opportunity to serve and request volunteers. The Chancellor/President or designee and the Union shall jointly select the committee member.
- 4.9 The District shall notify the Union via e-mail of the proposed creation, modification and elimination of classifications and positions prior to Personnel Commission or Governing Board action. Notification for the purposes of this section shall be made as early as practical but not later than public notice/posting of Personnel Commission/Governing Board meeting agendas.
- 4.10 The District will provide copies of this Agreement to all managers and supervisors. The District will plan training for managers and supervisors in the terms and conditions of the Agreement upon its ratification. Two (2) hours of release time per year during Fall Flex Week shall be granted to classified employees covered by this Agreement for training conducted by the Union on the terms and conditions of the Agreement.
- 4.11 The District shall include materials supplied by the Union in the packet given to all new employees within the scope of this Agreement. The packet shall be in a form ready for distribution by the District and include materials related to Union membership, benefits, and activities and employees' contractual rights and obligations under Article 3.
- 4.12 The Chief Steward or his/her designee shall be entitled to released time up to a total of twelve (12) hours per month for Union activities such as meetings and conferences, as determined by the Union.
- 4.13 Notwithstanding any other provisions of this agreement, upon sixty (60) days notice from the Union, the District may grant a leave of absence of up to three (3) months to an employee for the purpose of participating in Union activities. The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The Union will reimburse the District for the employee's wages and benefits during this period of leave. The leave will not be considered a break in service. The Union will not request such leave for more than one (1) employee per year.
- 4.14 The parties agree that employee-employer relations may be facilitated by meetings between Union representatives and the Chancellor or his/her designee and presidents. Either the Chancellor or his/her designee, the president or the Union may request to schedule meetings as needed. Such meetings are not intended to bypass the grievance procedure nor be considered as negotiations. No matters which are, at the time, the subject of negotiations shall be discussed during these meetings.

Ventura County Community College District  
Counter Proposal to SEIU

August 20, 2010 *OK*

*9/27/10*

*BC*

*J.R.T.A.*  
*9/27/10*  
*TH*  
*9/27/10*  
*9/27/10*

ARTICLE V  
DISTRICT RIGHTS

- 5.1 Except as expressly limited by a specific provision of this Agreement, the District retains the right, powers and authority exercised or had by it prior to the execution of this Agreement to adopt, modify, amend or rescind such policies, rules and regulations as the Governing Board deems necessary.
- 5.2 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and number of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 5.3 Reference to laws, policies, rules, codes, statutes, and regulations in this article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.
- 5.4 A classified employee may be assigned to a committee as part of her/his job duties by the Chancellor/President when the functions of the committee require that classified employee's special job-related expertise.
- 5.5 The Union shall notify the Chancellor/President and Vice Chancellor, Human Resources of any changes or substitutions for designated stewards.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT COUNTER PROPOSAL

TO SEIU

ARTICLE VI – PERSONNEL FILES

June 29, 2010

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entire article  
JF 7/20/10  
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ARTICLE ~~V~~ VI  
PERSONNEL FILES

- § 6.1 A single central personnel file for each employee in the unit shall be maintained in the District Human Resources Department, and each college campus may maintain duplicate records of the information contained in such file, which is immediately relevant to fulfillment of campus management responsibilities.
- § 6.2 Any item to be placed in the central file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District, and, by its content or by other appropriate means, shall contain an indication that the employee initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirements for notification shall not be applicable to documents defined as confidential under federal or state statutes. The date a document is stamped as received by the District Human Resources Department shall be considered to be the date of its placement in the central personnel file.
- § 6.3 An employee covered by this Agreement, or an SEIU representative possessing written authorization from such employee to examine such employee's central personnel file, shall have access to such personnel file of such employee by appointment during regular business hours of the District. The employee may examine such file during a period when he/she is not actually required to render services to the District, or at such other mutually convenient time as the District and the employee shall jointly establish, including appointments for employees at outlying work sites. The employee or authorized Union representative may obtain copies of materials and documents contained in the file. Release of such material requires written consent of the employee.
- § 6.4 An employee may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review, with reasonable release time for such review, and the right to reply to such information.
- § 6.5 Any document that is placed in an employee's personnel file in a manner that violates the provisions of this article shall not be used to directly or indirectly initiate any adverse action against such employee.
- § 6.6 All persons, including an employee's supervisor and those considering employees for hiring or advancement opportunities ~~except for the Chancellor or Deputy Chancellor~~ examining a personnel file shall sign and date a log attached to each personnel file. ~~The Human Resources Department staff will note signature exceptions on the log.~~

- 5 6.7 Negative information in the personnel file may be sealed as part of a settlement arising from a grievance or other administrative procedure mutually agreed to by SEIU and the Chancellor or Chancellor's designee. Access to such sealed material shall be limited to the employee and the Chancellor or Chancellor's designee. Negative materials which have given rise to a grievance shall be tentatively placed in the employee's personnel file but will not become a permanent record until the grievance has been resolved.
- 5 6.8 An employee's may request that information pertaining to a disciplinary action be sealed after twenty-four (24) months from imposition shall be granted, provided there has been no other disciplinary documentation in the file in that time period. Such sealed material may be reopened and used at the discretion of the Chancellor or Vice Chancellor, Human Resources.



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# Ventura County Community College District Proposal

to

SEIU

June 29, 2010

## ARTICLE VII HOURS AND OVERTIME

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1.16

The District will make reasonable efforts to equitably distribute overtime among qualified employees within the job classification and work unit where such overtime is required. Except in case of emergency, the qualified employee within the appropriate job classification and work unit who has the greater District seniority normally shall first be offered an available overtime assignment and, if such offer is declined, it shall thereafter be made to similarly situated employees in descending order of District seniority.

Qualified employee for the purposes of this section means one who does not have an unsatisfactory performance rating in factors of "Quality of Work Quality," "Work Habits," and "Demonstration of Initiative and Judgment," or "Punctuality and Attendance" in the most recent performance evaluation. All overtime is subject to pre-approval of the department/division manager or designee.

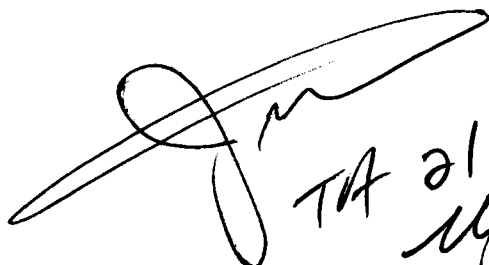
The District normally will not require an employee to work overtime unless all available qualified employees within the appropriate classification and work unit have declined the overtime assignment or are unavailable, in which case the required overtime assignment will be made in reverse order of District seniority. Any employee who has previously waived his/her claim to equitable distribution of overtime by declining an overtime assignment shall be reinstated for consideration upon request.

Where appropriate, the immediate supervisor shall maintain a seniority list of employees by classification within the department and assign overtime by rotation based upon the seniority list starting with the most senior eligible person.

An employee who is ineligible for overtime due to performance may request a performance evaluation ninety (90) calendar days from the date of ineligibility.

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DLC  
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TA  
Jue  
7/20/10 12:20 P

ARTICLE VIII IX  
SALARY

  
TH 2/4/11  
MJD  
SEIU 99

~~89.1 A 6.23 increase will be applied to the salary schedule effective July 1, 2007.~~

~~A 6% increase will be applied to the salary schedule effective July 1, 2008 unless the Union decides to allocate a portion of this increase to raise the contribution cap described in Section 11.4.~~

~~The District and the Union agree to re-open this section effective July 1, 2009. SEIU may allocate a portion of any negotiated increase to raise the contribution cap described in Section 11.4.~~

The salary schedule in effect July 1, 2009, shall remain unchanged through June 30, 2012.

89.2 Employees covered by this Agreement who have sufficient continuous service with the District to qualify for longevity pay shall be compensated effective July 1, 2007 as follows: The percentage shall apply to Step 1 of Classified Salary Schedule #250.

Years of Service	10-14	15-19	20-24	25-29	30+
Yearly Amount	1.19%	2.37%	3.56%	4.75%	5.93%

89.3 Employees covered by this Agreement shall be paid once per month, on or before the last regularly scheduled working day of the month.

89.4 Any error in payroll computation resulting in insufficient payment to an employee covered by this Agreement shall be corrected, as soon as practicable, but not later than five (5) working days from notification.

89.5 If a pay check for any employee covered by this Agreement is lost for at least seven (7) days after issuance, such pay check shall be replaced upon notification.

89.6 Any employee covered by this Agreement who receives a promotion to a classification with a higher salary schedule shall have his/her salary adjusted to an appropriate step and range of the new classification in accordance with Personnel Commission Rules.

89.7 To accrue seniority or service credit in any month for the purpose of longevity pay or any other benefits provided by this Agreement, an employee must be in paid status for at least half of his/her regularly-scheduled working days in such month. Employees who are employed on the basis of ten (10) or eleven (11) months per year shall otherwise be treated as twelve (12)-month employees for determination of anniversary dates. Seasonal employees will accrue service and seniority for movement across the salary schedule, longevity or any other benefits provided by the Agreement based on days in paid status during any fiscal year. Movement across the salary schedule after completion of the probationary period will occur the first day of the month after completion of one hundred twenty six (126) days of paid service. Movement across the salary schedule thereafter will occur annually on the first day of the month after completion of one (1) year of paid service of two hundred fifty two (252) days.

#### **89.8 Working Out Of Classification**

Supervisors are responsible for ensuring that employees' duties are consistent with their job specifications. In the event a supervisor temporarily assigns duties in a higher classification, the supervisor shall put such assignment in writing and indicate the duties and the length of the assignment. If the assignment is for more than five (5) working days within a fifteen (15) calendar day period, the employee shall be eligible for an adjustment on the sixth (6<sup>th</sup>) day. The employee will be placed on the first step of the higher classification to which he/she was assigned or the step in the higher classification that assures him/her of a one (1) step increase in pay during the period during which he/she works out-of-classification. In no instance shall an employee be assigned out-of-class for more than ninety (90) working days without the position being filled through Merit System procedures. Any employee who works out-of-class must meet the minimum qualifications of the classification in which he/she is temporarily assigned, per Personnel Commission Rule 299.

If a classified employee perceives she/he is performing duties outside of his/her classification for a period of more than five (5) days he/she shall notify his/her immediate supervisor and District Human Resources Department, in writing, of these duties on a district-provided form on or before the sixth (6<sup>th</sup>) day after the employee perceives he/she is working out of classification.

There shall be no change in the employee's Step Date while working out of class.

#### **89.9 Classification Review**

The Classification Review committee will consist of the Vice Presidents of Business Services (3), the Supervisor of Employment and Personnel, the Vice Chancellor, Business Services, and a classified representative from each college and the District Administrative Center. This committee will review requests for individual desk audits for members of the classified service under the scope of representation of S.E.I.U. The Supervisor of Employment and Personnel will vote only in cases of ties. All recommendations of the committee will be forwarded to the Associate Vice Chancellor, Human Resources for review and further action.

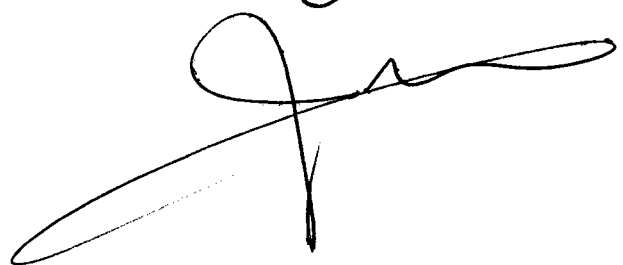
Action by the Associate Vice Chancellor, Human Resources will occur within thirty (30) days of receipt. This is a standing committee to review on-going requests for reclassification only, not for general district-wide classification studies.

- 89.10** A classified employee who is assigned lead functions or supervisory responsibilities for a specific operating unit for a temporary period of time shall have his/her pay adjusted by the equivalent of two (2) steps on the salary schedule of the existing range for the duration of the assignment of duties. The assignment of these functions shall be at the discretion of the District. The assignment will not exceed ninety (90) working days or the length of extended absence of an employee, whichever is longer. Notice of availability of lead assignments will be posted within the department for five (5) working days. All interested employees within the department will be interviewed by the responsible

supervisor. Assignment of these functions on a permanent basis will be done within the provisions of the Personnel Commission rules.

- 89.11 a. Classified employees whose positions are assigned a bilingual differential by the Governing Board will be paid a 2.9% differential to their base pay.
- b. Classified employees whose positions are assigned a pesticide applicator's differential by the Governing Board will be paid a 5.8% differential to their base pay.
- c. Community College Police Officers will be paid a 5.8% differential for field training officer responsibilities for the period of time they act in that capacity.
- 9.12 Either party shall have the right to re-open this Article for the 2012/2013 fiscal year upon written notice to the other party.

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**ARTICLE XII**  
**HEALTH AND WELFARE BENEFITS**

- 12.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to provide Blue Cross, Delta Dental, and vision coverage for eligible employees and their dependents, and life insurance for eligible employees under the existing plans or under such plans providing at least equivalent benefits as the District may designate after meeting and discussing with the Union.
- 12.2 An eligible employee who wishes to have health coverage provided through Kaiser or another HMO offered by the District, rather than through Blue Cross, may do so, provided the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The deletion or addition of any federally qualified HMO to the options available to employees shall only be by joint agreement of the parties.
- 12.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans offered by the District and for properly completing enrollment and/or application forms. All regular full-time, and fifty (50) % or more regular part-time, employees are eligible for the benefits as outlined in this article. Regular seasonal employees as defined in Section 2.3, employees less than 50% FTE, provisional, and limited-term employees are not eligible for benefits as outlined in this article.
- 12.4 a. Beginning 1/1/2011, the District will, for eligible employees subject to section 12.5, contribute the sum of \$1,207/mo. to provide the Blue Cross medical, vision, dental, and life insurance package.
- b. Beginning July 1, 2011, the District will contribute \$15,441, \$14,356, \$13,697 toward the payment of health benefit premiums for Blue Cross, Health Net or Kaiser package, respectively. The District and SEIU will meet and shall determine any reallocation among the three medical plans offered by the District (Blue Cross, Health Net, and Kaiser) by April 30, 2011. In the event the rates are not received by April 15, 2011, the parties will have 10 working days after the final rates are received to determine any reallocation.
- c. An increase in 2011/12 premiums in excess of the District's contribution, but less than 9.6%, shall be absorbed by plan design modifications, alternative carriers, and/or employee contributions.
- d. Should the 2011-12 premium increase for the Blue Cross package exceed 9.6%, the article will be reopened in order for the parties to discuss alternative means to fund the increase in premiums in excess of the 9.6% increase. If no permanent/ongoing funding alternatives are agreed to the District's contribution level remains as identified in paragraph 12.4b above.
- e. Beyond the term of this agreement, unless and until modified through the negotiations process, the District contribution level will be the amount agreed to through reallocations in 12.4b and any permanent/ongoing funding alternatives agreed upon through 12.4d. If no permanent/ongoing funding alternatives are agreed to through

paragraph 12.4d, then the District's contribution level remains as identified in paragraph 12.4b.

- f. If plan modifications are not made, and in the event the adjustment to the contribution cap as described above is not sufficient to cover the annual aggregate premium rates for medical, dental, vision and life, then unit members eligible to participate in the District's offered health and welfare benefits plans shall be responsible to pay the difference in premiums. Should this occur, the difference in premiums a unit member is responsible for in order to maintain his/her coverage eligibility shall be collected through payroll deduction.
- g. Plan design modifications shall be determined by a committee with representation from the Union, management, and other non-represented groups. Failure to reach consensus will result in plan design modifications made upon agreement between the Union and the District.

12.5 Employees who work less than a full-time assignment shall be subject to the following provisions:

- a. Employees hired after ratification of this agreement, and who work less than 85% of a FTE assignment, will have their benefits prorated to match their assignment. The District's contribution level shall be:

<u>FTE</u>	<u>District Contribution Level</u>
85 - 99%	The District will pay the full contribution set for the plan enrolled in.
50 - 84%	Prorated to match percentage of assignment. (Ex: if the employee's assignment is 75% of a FTE, the District shall contribute 75% of its maximum contribution for the plan enrolled in.)
Below 50%	No contribution

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- b. Part-time employees hired prior to January 1, 2011, will be subject to the proration schedule in paragraph 12.5a beginning July 1, 2011.
  - c. Employees hired before January 1, 2011, who are reduced to a less than full-time assignment, will be subject to the above proration schedule paragraph 12.5a effective July 1, 2012.
  - d. Employees whose hours are reduced maintain their level of benefit coverage for 90 days after receiving notice of a reduction in hours.
- 12.6 Payments of the District contribution for employees absent due to illness or injury of the employee shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 12.7 If, during the term of this Agreement, the District plans to secure coverage under a joint powers agreement, or determines to solicit bids for alternative benefit plans to

replace Blue Cross, Delta Dental, or its vision plan, it shall, prior to advertising such bids, consult with the SEIU to assure that the bid specifications provide the levels of benefits provided by current plans.

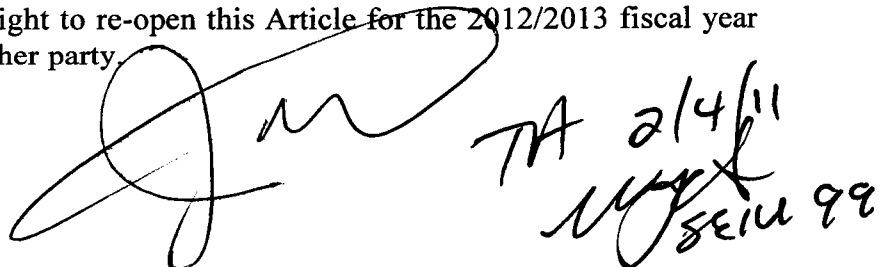
- 12.8 a. Employees hired prior to July 24, 1990, who are employed by the District at the time of retirement, shall be retained on the District health, vision and dental insurance which is in effect for active employees, with premiums paid by the District in accordance with Section 12.4 and 12.5, provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty (50). Any modifications to the plans or contributions required of active employees shall be required of retirees.

The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained, and eligible employees hired prior to July 24, 1990, are encouraged to enroll in Medicare.

- b. Those retired individuals who meet the conditions listed in "a." above, who were hired July 24, 1990, or after, shall be provided with a Medicare Supplemental Plan at the age of sixty-five (65). Premiums for such Medicare Supplemental Plan shall not exceed the amount listed in Section 12.4 and 12.5. The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained and eligible employees are advised of their obligation to enroll in Medicare Parts A and B.
- c. Eligible employees hired between July 1, 2000, and June 30, 2005, who meet the age and years of service provisions of this section, and who retire, shall be retained on the District medical, dental and vision plans to age sixty-five (65) subject to Section 12.4 and 12.5. Upon attainment of age sixty-five (65), or eligibility for Medicare, those retirees have the option of conversion to the District's Medicare Supplemental Plan, with premiums paid by the retiree.
- d. Employees hired on or after July 1, 2005, and who have a minimum of ten (10) years of service, and who meet eligibility requirements for retirement, may continue to participate in the District health plans to age sixty-five (65), with the cost paid by the retiree.

- 12.9 Spouses of deceased classified employees shall be given a thirty (30)-day grace period during which the District will continue to offer District-paid health and welfare benefits at the same pro-rata as if active. Classified employees receiving a PERS disability allocation and who, prior to receiving the disability allocation, have served the District a minimum of ten (10) years, shall have the option of retaining membership in the District's group health insurance plan, with premiums to be paid by the individual.

- 12.10 Either party shall have the right to re-open this Article for the 2012/2013 fiscal year upon written notice to the other party



Handwritten signature and initials. The signature is a large, stylized 'J' or 'G' with a flourish. To the right, there are handwritten initials 'TA' and a date '2/4/11'. Below these, there is a signature that appears to be 'SEIU' followed by the number '99'.

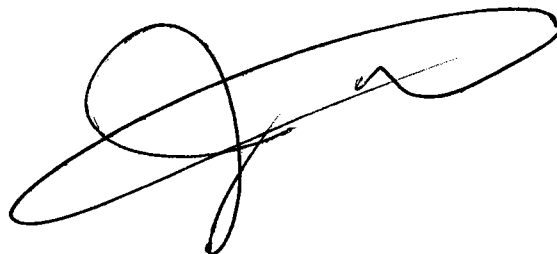
**TENTATIVE AGREEMENT  
BETWEEN  
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
AND SEIU LOCAL 99  
February 4, 2011**

**ARTICLE XXI  
TERM**

**2021.1** Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, ~~2007~~2010 to June 30, ~~2010~~2013.

**2021.2** In the event that either party hereto desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, ~~2009~~2012 to January 15, ~~2010~~2013, its written request to commence negotiations as well as its proposals for any modifications or alterations of this Agreement that it proposes to include in such successor Agreement. Any article or section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, ~~2010~~2013.

TA 2/4/11  
VCCD  
SEIU 99

A large, stylized handwritten signature in black ink, consisting of a large loop and a trailing flourish.



# VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

## Classified Employee Evaluation

Last Name \_\_\_\_\_
First Name \_\_\_\_\_
Classification \_\_\_\_\_
Location/Department \_\_\_\_\_

Evaluator Name and Title: \_\_\_\_\_

<b>Employee Type:</b>  Permanent: _____  Probationary: _____  Limited-term: _____	<b>Evaluation Type:</b>  Annual: _____  Probationary*: _____ First: _____ Second: _____ Final: _____  Other (Explain): _____	Rating Period: From _____ to _____  <b>Permanency Recommendation for Probationary Employees*:</b>  Yes _____ No _____
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*\*Probationary employees are scheduled for three evaluations at 0-2, 2-4 and 5-6 months. The first is due at 2 months, the second at 4 months and the final at 5 ½ months. Be sure to check yes or no on the Permanency Recommendation for Probationary Employees line in the final evaluation.*

### DEFINITIONS OF RATINGS:

**Exceeds Expectations (EE)** = Clearly exceeds standards established for the job.

**Meets Expectations (ME)** = Meets the standards established for the job.

**Needs Improvement (NI)** = Meets minimum standards; requires improvement.

**Unsatisfactory (U)** = Requires immediate attention to achieve an minimum level of acceptable performance.

### PERFORMANCE FACTORS

#### RATING    COMMENTS REQUIRED

<b>1. WORK QUALITY:</b> This factor reflects the extent to which employee's work is accurate, neat, well organized, and thorough.		
<b>2. WORK HABITS:</b> This factor reflects the extent to which the employee: is effective in organizing their work; effective in using their time; dependability; accepts responsibility; follows established procedures; uses resources effectively; completes work assignments, can be relied upon to carry out responsibilities with minimal supervision.		
<b>3. WORKING RELATIONS:</b> This factor reflects the employee's ability to work effectively with others and as a part of a group or team.		
<b>4. DEMONSTRATION OF INITIATIVE AND JUDGMENT:</b> This factor reflects the extent to which the employee shows ingenuity in initiating job duties, their readiness to take action, and their use of good judgment.		
<b>5. PUNCTUALITY AND ATTENDANCE:</b> This factor reflects the employee's attendance and tardiness record and length of rest periods.		
<b>6. SAFETY:</b> This factor reflects the employee's conformance with District safety policies and practices, whether they operate equipment and/or vehicles in a safe manner, and/or that they report any unsafe conditions.		
<b>7. COMMUNICATION:</b> This factor reflects the employee's ability to get a verbal or written message across in a clear, organized and appropriate manner, ability to understand instructions, and/or to provide service in an efficient, professional, and respectful manner.		

### WORK GOALS

List and discuss any specific work goals for the next performance period.	
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**ADDITIONAL COMMENTS:**

<b>Employee Strengths-</b> Discuss the areas in which the employee has demonstrated significant strengths or abilities.	
<b>Development Plan (see attached guidelines):</b>	
<b>Special Areas Needing Improvement:</b> Based on improvement needs for any Performance Factor(s) rated as 'NI' or 'U,' the attached Classified Employee Evaluation Addendum for Special Areas Needing Improvement must be completed.	
<b>Additional Evaluator Comments:</b>	
<b>Employee Comments**:</b>	

**SIGNATURES**

<b>Employee Signature**:</b>		<b>Date:</b>	
<b>Evaluator Signature:</b>		<b>Date:</b>	
<b>Reviewer Signature:</b>		<b>Date:</b>	
<b>President/Vice Chancellor Signature:</b>		<b>Date:</b>	

**\*\*Signature of employee indicates that the employee has been presented with the evaluation, not that he/she necessarily agrees with the rating. The employee may attach a letter with additional comments to be forwarded to the District Human Resources Dept.**

**CLASSIFIED EMPLOYEE EVALUATION ADDENDUM FOR SPECIAL AREAS NEEDING IMPROVEMENT**

<b>Performance Factor Needing Improvement</b>	<b>How is the employee not meeting expectations?</b>	<b>What needs to be done to meet expectations?</b>	<b>What is the time period in which the employee is expected to show improvement?</b>	<b>Is training required? If so, what training?</b>
Work Quality				
Work Habits				
Working Relations				
Demonstration of Initiative and Judgment				
Punctuality and Attendance				
Safety				
Communication				

**Signature of Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Ventura County Community College District Proposal

to SEIU

June 29, 2010

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

### Classified Employee Evaluation

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Classification \_\_\_\_\_ Location/Department \_\_\_\_\_

Evaluator Name and Title: \_\_\_\_\_

<b>Employee Type:</b>	<b>Evaluation Type:</b>	<b>Rating Period:</b> From _____ to _____
Permanent: _____	Annual: _____	<b>Permanency Recommendation for Probationary Employees*:</b> Yes _____ No _____
Probationary: _____	Probationary*: _____	
Limited-term: _____	First: _____ Second: _____ Final: _____	
Other (Explain): _____		

\*Probationary employees are scheduled for three evaluations at 0-2, 2-4 and 5-6 months. The first is due at 2 months, the second at 4 months and the third final at 5 1/2 months. Be sure to check yes or no on the Permanency Recommendation for Probationary Employees line in the final evaluation.

#### DEFINITIONS OF RATINGS:

**Exceeds Expectations (EE)** = Clearly exceeds standards established for the job.

**Meets Expectations (ME)** = Meets the standards established for the job.

**Needs Improvement (NI)** = Meets minimum standards; requires improvement.

**Unsatisfactory (U)** = Requires immediate attention to achieve an minimum level of acceptable performance.

#### PERFORMANCE FACTORS

#### RATING COMMENTS REQUIRED

<b>1. WORK QUALITY QUALITY OF WORK:</b> Consider <u>This factor reflects</u> the extent to which employee's work is accurate, neat, well organized, and thorough.		
<b>2. WORK HABITS:</b> <u>This factor reflects</u> the extent to which the employee: is effective in organizing their work; effective in using their time; dependability; accepts responsibility; follows established procedures; uses resources effectively; completes work assignments, can be relied upon to carry out responsibilities with minimal supervision.		
<b>3. WORKING RELATIONS:</b> <u>This factor reflects</u> the employee's ability to work effectively with others and as a part of a group or team.		
<b>4. DEMONSTRATION OF INITIATIVE AND JUDGMENT:</b> <u>This factor reflects</u> the extent to which the employee shows ingenuity in initiating job duties, their readiness to take action, and their use of good judgment.		
<b>5. PUNCTUALITY AND ATTENDANCE:</b> <u>This factor reflects</u> the employee's attendance and tardiness record and length of rest periods.		
<b>6. SAFETY:</b> <u>This factor reflects</u> the employee's conformance with District safety policies and practices, <u>whether they</u> operate equipment and/or vehicles in a safe manner, <u>and/or that they</u> report any unsafe conditions.		
<b>7. COMMUNICATION:</b> <u>This factor reflects</u> the employee's ability to get a verbal or written message across in a clear, organized and appropriate manner, <u>ability to understand instructions, and/or to provide service in an efficient, professional, and respectful manner.</u>		

T.A. @ 12:00pm

1 BC  
7/20/10

JF  
7/20/10

JR  
7/20/10

**WORK GOALS**

List and discuss any specific work goals for the next performance period.	
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**ADDITIONAL COMMENTS:**

Employee Strengths- Discuss the areas in which the employee has demonstrated significant strengths or abilities.	
Development Plan (see attached guidelines):	
Special Areas Needing Improvement: Based on improvement needs for any Performance Factor(s) rated as 'NI' or 'U,' the attached Classified Employee Evaluation Addendum for Special Areas Needing Improvement must be completed.	
Additional Evaluator Comments:	
Employee Comments**:	

**SIGNATURES**

Employee Signature**:		Date:	
Evaluator Signature:		Date:	
Reviewer Signature:		Date:	
President/Vice Chancellor Signature:		Date:	

**\*\*Signature of employee indicates that the employee has been presented with the evaluation, not that he/she necessarily agrees with the rating. The employee may attach a letter with additional comments to be forwarded to the District Human Resources Dept.**

**CLASSIFIED EMPLOYEE EVALUATION ADDENDUM FOR SPECIAL AREAS NEEDING IMPROVEMENT**

<b><u>Performance Factor Needing Improvement</u></b>	<b><u>How is the employee not meeting expectations?</u></b>	<b><u>What needs to be done to meet expectations?</u></b>	<b><u>What is the time period in which the employee is expected to show improvement?</u></b>	<b><u>Is training required? If so, what training?</u></b>
<u>Work Quality</u>				
<u>Work Habits</u>				
<u>Working Relations</u>				
<u>Demonstration of Initiative and Judgment</u>				
<u>Punctuality and Attendance</u>				
<u>Safety</u>				
<u>Communication</u>				

**Signature of Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**  
**HUMAN RESOURCES DEPARTMENT**

**Classified Employee Self-Evaluation**

**Last Name** \_\_\_\_\_ **First Name** \_\_\_\_\_ **Classification** \_\_\_\_\_ **Location/Department** \_\_\_\_\_

**Evaluator Name and Title:** \_\_\_\_\_

**Rating Period: From:** \_\_\_\_\_ **to** \_\_\_\_\_

1. Please discuss your strengths as they relate to the specific performance factors listed below. You may attach information for each factor if you choose to do so.

Performance Factor	Comments
1. Work Quality	
2. Work Habits	
3. Working Relations	
4. Demonstration of Initiative and Judgment	
5. Punctuality and Attendance	
6. Safety	
7. Communication	

2. Special Areas Needing Improvement: If you received an NI or U in any of the following performance factors on your last evaluation, please indicate how you have improved your performance regarding each of those factors since the last evaluation.

Performance Factor	Comments
1. Work Quality	
2. Work Habits	
3. Working Relations	
4. Demonstration of Initiative and Judgment	
5. Punctuality and Attendance	
6. Safety	
7. Communication	

T.A. @ 4:30pm  
JF JH  
7-27-10

3. Describe your previous year's goals, progress and accomplishments (e.g., certifications, licenses, education, training, etc.).

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4. Identify your job-related goals or improvement needs for the next year (e.g., classes, certifications, training, etc.)

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5. What could be done to assist your effectiveness on the job (supplies, equipment, training, etc.)?

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<b>Employee Signature:</b>		<b>Date:</b>	
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## **Guidelines for Classified Employee Evaluation**

Recognizing that employees are the District's most important asset, performance evaluations are intended to encourage excellence by providing a written assessment of employee work performance. The performance evaluation should communicate performance standards for the position and encourage growth and improvement of performance for the future.

### **Ratings:**

- Define the standard and identify a rating for each performance factor based on that standard.  
EE = Exceeds Expectations  
ME = Meets Expectations  
NI = Needs Improvement  
U = Unsatisfactory
- Be objective; avoid references to personal likes or dislikes.
- Consider one performance factor at a time, keeping each factor distinct.
- Base the evaluation on observed and proven performance during the entire rating period.
- Ratings on "Punctuality and Attendance" should not be based on absences resulting from the legitimate exercise of rights provided by FMLA, CFRA, ADA, PDL or worker's compensation. Ratings related to the unit member's proper adherence to statute, regulations, policies of the District or collectively bargained provisions governing the administration of such rights, shall appear under "Work Habits."

**Comments:** A written comment is required for all ratings. If the employee receives an NI or U rating, be specific about the manner in which the employee is not meeting standards.

### **Work Goals:**

- Work goals may be provided to individual employees. They can include any number of job-specific performance targets for the employee that should be accomplished during the coming evaluation period. These goals could include work projects, specific training, or any other long-term objectives that should be achieved within a specific timeframe.
- If goals for an employee change during the evaluation year, such change should be noted in the evaluation.

### **Development Plan:**

- Employee Strengths
  1. Identify and discuss strengths and abilities in specific performance factors as well as based on overall performance.
  2. Be specific.
- Improvement Needs
  1. Identify and discuss the employee's improvement needs in specific performance factors as well as based on overall performance.
  2. All employees, regardless of ratings, have improvement needs.
  3. Be specific.
- Actions – The plan for improving performance must be discussed and developed by the supervisor in consultation with the employee at the time of the evaluation meeting.
  1. Develop a plan for attaining the desired improvements or objectives.
  2. Indicate how improvement will be measured.
  3. Specify a realistic time period in which the employee is expected to show improvement.

**Evaluator Comments:** Summarize your overall comments.

SEIU Local 99 Counter Proposal  
to  
VCCCD  
July 27, 2010

TA JCR  
7/27/10  
at 4:45  
JF  
JRC

**Guidelines for Classified Employee Evaluation**

Recognizing that employees are the District's most important asset, performance evaluations are intended to encourage excellence by providing a written assessment of employee work performance. The performance evaluation should communicate performance standards for the position and encourage growth and improvement of performance for the future.

Ratings

- Define the standard and identify a rating for each performance factor based on that standard.  
EE = Exceeds Expectations  
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- Consider one performance factor at a time, keeping each factor distinct.
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Comments

A written comment is required for all ratings. If the employee receives a NI or U rating, be specific about the manner in which the employee is not meeting standards.

Work Goals

- Work goals may be provided to individual employees. They can include any number of job-specific performance targets for the employee that should be accomplished during the coming evaluation period. The goals could include work projects, district-sponsored training, or other similar long-term objectives that should be achieved within a specified timeframe.

- If goals for an employee change during the evaluation year, such change should be noted in the evaluation.

#### Development Plan

- **Employee Strengths**
  1. Identify and discuss strengths and abilities in specific performance factors as well as based on overall performance.
  2. Be specific.
- **Improvement Needs**
  1. Identify and discuss the employee's improvement needs in specific performance factors as well as based on overall performance.
  2. All employees, regardless of ratings, have improvement needs.
  3. Be specific.
- **Actions – The plan for improving performance must be discussed and developed by the supervisor in consultation with the employee at the time of the evaluation meeting.**
  1. Develop a plan for attaining the desired improvements or objectives
  2. Indicate how improvement will be measured.
  3. Specify a realistic time period in which the employee is expected to show improvement.

#### Evaluator Comments

Summarize your overall comments.