



## Agenda Item Details

Meeting	Jun 16, 2020 - Board of Trustees Meeting
Category	12. Action: Human Resources
Subject	12.02 Action to Approve Tentative Agreement Between the Ventura County Community College District and the Ventura County Federation of College Teachers, AFT Local 1828, AFL-CIO, and Use of Reserves (Requires 2/3 Vote).
Type	Action
Recommended Action	The Chancellor recommends approval.

### Presenter

Chancellor Greg Gillespie, Vice Chancellor David El Fattal, Director Laura Barroso

### Background/Analysis

This item presents for approval the Tentative Agreement between the Ventura County Community College District and the Ventura County Federation of College Teachers AFT Local 1828, AFL-CIO, dated May 25, 2020. The term of the new Agreement will be from July 1, 2019, to June 30, 2022. The District and AFT commenced negotiations for a successor agreement on March 1, 2019. On May 25, 2020, the parties reached Tentative Agreement on all open articles. The Tentative Agreements on all articles are attached.

Following is a summary of the substantive negotiated changes to the Collective Bargaining Agreement:

### **Article I – Effective Date and Parties to Agreement**

Three-year term from July 1, 2019, through June 30, 2022

### **Article 3 – Salary**

1. Effective July 1, 2019, there will be a two percent (2%) retroactive increase to both the salary schedule for all faculty within the unit and all individuals then employed in positions so classified. Individuals first employed in such classifications/positions after July 1, 2019, shall have their salary retroactively adjusted as of the first day so employed.
2. Effective July 1, 2020, there will be a six percent (6%) increase to both the salary schedule for all faculty within the unit and all individuals then employed in positions so classified.
3. Effective July 1, 2021, there will be a two percent (2%) increase to both the salary schedule for all faculty within the unit and all individuals then employed in positions so classified.
4. Individuals employed in classifications/positions within the bargaining unit who worked a Fall 2019 or Spring 2020 assignment, shall, concomitant with the change to provision of medical coverage through CalPERS (see Article 4, below) receive a one-time, lump-sum payment in amount of \$2,410.00.
5. Faculty hired in Spring Semester will receive a step increase in July.

### **Article 4 - Health and Welfare Benefits**

1. From July 1, 2020, through August 31, 2020, the District will continue to provide Medical Benefits to unit employees under the same terms and conditions as such benefits were provided between July 1, 2019, through June 30, 2020.
2. Commencing on September 1, 2020, and continuing through June 30, 2022, the District shall provide each eligible, full-time unit employee the opportunity to receive Medical Benefits through CalPERS. During this period, the District shall pay, on behalf of each eligible, full-time unit employee, a monthly amount equal to the monthly premium for the CalPERS Choice plan or CalPERS Kaiser plan. Such premiums are subject to change on both January 1, 2021, and January 1, 2022, and the District shall continue to pay, on behalf of each eligible, full-time unit employee a monthly premium for the CalPERS Choice plan or CalPERS Kaiser plan. There is no cap on the District's contribution for full-time faculty health benefits.

3. Depending on the employee's selected medical plan, the following shall also occur during the period between September 1, 2020, through June 30, 2022:

- a. If the employee selected medical plan is more expensive than the Choice or Kaiser plan, the District shall pay CalPERS, on behalf of that employee, an additional amount equal to one-half (1/2) the amount necessary to cover the selected plan's monthly premium, up to a maximum of \$300.00/month. For purposes of this additional contribution calculation, the employee selected medical plan will be compared to the higher cost plan (Choice or Kaiser) for the plan year. Payment of the balance of the monthly premium shall be the sole responsibility of the employee and shall be paid by monthly payroll deduction.
- b. If the employee selected medical plan is less expensive than the Choice or Kaiser plan, the District shall pay that employee the difference, up to a maximum of \$200.00/month. For purposes of this calculation, the employee selected medical plan will be compared to the higher cost plan (Choice or Kaiser) for the plan year. This amount will be paid as an additional payment on the employee's monthly pay warrant.
- c. Subject to certain criteria with respect to coverage, if the employee "opts out" of obtaining medical coverage by/through the District-sponsored CalPERS plans, s/he shall not be eligible to enroll for coverage by/through the District and instead, shall receive \$300.00/month. This amount will be paid as an additional payment on the employee's monthly pay warrant.

4. Part-time faculty who meet the current eligibility criteria outlined in Article 4.3 will have access to CalPERS plan options. As defined in Article 4.3.B, the District will contribute up to \$308 per month for 12 months towards any of the plan options.

5. District will cover the cost of Medicare premiums plus any penalties and the premium cost of Medicare supplemental plan for Tier 1 and Tier 2 retirees.

#### **Article 5 - Workload and Assignments**

1. Enhanced non-credit courses will be paid at "lecture rate".

#### **Article 7 - Safety**

1. Changed language is included in the attached Tentative Agreement.

#### **Article 14 - Transfers**

1. Changed language is included in the attached Tentative Agreement.

#### **Article 15 - Resignations**

1. Changed language is included in the attached Tentative Agreement.

#### Approval Impact

AFT-represented employees will be offered quality medical benefits through CalPERS and the savings achieved by the change to CalPERS will be used to substantially fund pay increases that will better enhance the District's ability to recruit and retain a qualified workforce.

#### Non-Approval Impact

Public funds will continue to be directed towards an inordinately expensive, non-sustainable method of providing employees with medical benefits and the funds that would otherwise be directed towards necessary pay increases that would better enhance the recruitment and retention of quality employees in the subject classifications will not be so directed.

#### Fiscal Impact

FY 2019/20: \$1,563,000 ongoing for salary and statutory benefits from general fund unrestricted - unallocated reserves, for 2% salary increase retroactive to July 1, 2019.

FY 2020/21: \$4,740,000 ongoing for salary and statutory benefits from general fund unrestricted for 6% salary increase effective July 1, 2020. \$3,440,206 for a one-time, off schedule, lump sum payment in the amount of \$2,410 per employee from general fund unrestricted - unallocated reserves.

FY 2021/22: \$1,590,000 ongoing for salary and statutory benefits from general fund unrestricted for 2% salary increase effective July 1, 2021.

#### Further Information

Greg Gillespie, David El Fattal, Laura Barroso

### **Motion & Voting**

The Chancellor recommends approval.

Motion by Trustee Dianne McKay, second by Trustee Larry Kennedy.

Final Resolution: Motion was approved.

Yes: Trustee Joshua Chancer, Trustee Larry Kennedy, Trustee Dianne McKay, Trustee Bernardo Perez, Student Trustee Ashley Gonzales Advisory Vote

No: Trustee Gabriela Torres

## VCCCD – Settlement Framework

This Framework is entered into by and between the Ventura County Community College District and the Ventura County Federation of College Teachers.

### 1) SALARY

2% - 7/1/2019, 6% - 7/1/20, 2% - 7/1/21

In addition to the foregoing, all faculty who worked a Fall 2019 or Spring 2020 assignment shall receive a one-time, lump sum payment in the amount of \$2,410 which will be paid to eligible employees on the first pay warrant after the successful conversion to the CalPERS health benefit program.

### 2) HEALTH BENEFITS

Conversion to CalPERS effective September 1, 2020

~~District contribution “floats” for the term of the agreement only based upon the CalPERS PERS Choice premium or the Kaiser rate, whichever is higher.~~

The parties will sign the CalPERS MOU regarding vesting for retirement benefits attached hereto.

~~3) Elimination of all Faculty proposals regarding language items.~~

3) Term of Agreement July 1, 2019 through June 30, 2022

4) Implement new evaluation Forms D.06 (Department Chairs) and D.04 (Coaches). Change the reference in paragraph 13.1.D from “Form C3” to “Form D.06” (the new forms are attached to this Framework).


5) Add Dentists to the list set forth in paragraph 3.10.

6) Faculty who teach “enhanced” non-credit classes will be paid at the “lecture rate”.

7) Faculty hired in the Spring will receive a step increase in July (if they remain employed for the following semester).

8) Benefit eligible faculty who “waive” coverage will receive \$300 per month for 12 months for the term of this Agreement only.

9) For fulltime Faculty who elect a plan that is more expensive than CalPers Choice or Kaiser, whichever is higher, the District will cover ½ the difference in premium up to a maximum of \$300 per month for 12 months for the term of this Agreement only.

  
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10) For fulltime Faculty who choose a plan that is less expensive than CalPers Choice or Kaiser, whichever is higher, the District will pay the difference to the Faculty member up to a maximum of \$200 per month for 12 months for the term of this Agreement only.

11) The revisions to Articles 4, 7, 14, 15 and 21 (attached to this Framework) will be incorporated into the Collective Bargaining Agreement.

12) This Framework fully and finally resolves all issues arising out of or related to impasse case no. LA-IM-4041-E. Further, this Framework concludes negotiations relating to the establishment of successor collective bargaining agreement upon the terms and conditions referenced above. This Settlement Framework is subject to ratification by both the District and Faculty Association. In the event the parties fail to ratify this Framework, both parties reserve the right to continue to pursue their last pre-impasse proposals through the conclusion of the fact-finding process.

FOR THE DISTRICT:

 Date: 5/25/2020

FOR THE ASSOCIATION:

 Date: 5-25-2020

4.1 The District during the term of this agreement will ~~continue to offer medical benefits options through CalPERS for eligible faculty members, dependents, and domestic partners. in accordance with the plan design in effect as of June 30, 2007 as modified by the implementation of an out-of-pocket maximum for prescription drugs. Effective July 1, 2007, the out-of-pocket maximum is \$500 per year per person/\$1,000 per family for mail order Rx.~~ The District will pay the premium for either the CalPERS Kaiser HMO or the CalPERS PERS Choice PPO (Anthem) plan. Eligible faculty members may select from any of the CalPERS coverage options, but would pay any premium difference that exceeds the cost of the higher of the two District paid plans. Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee (described in Section 4.7) must be agreed to in writing by the AFT and the District. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer Delta Dental and vision coverage for eligible faculty members and their dependents and domestic partners under the existing plans, or under such plans as recommended by the Joint AFT/Management Health Benefit Committee, and approved by the AFT and the District.

~~4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or another HMO agreed upon by the AFT and the District rather than Blue Cross may do so, provided that 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 District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.~~

4.32 Faculty members bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

4.43

#### 4.43.A. Contract Faculty Eligibility

Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis. In order to qualify for domestic partner coverage, faculty members and their partners must provide the District with proof of a filed Declaration of Domestic Partnership with the California Secretary of State pursuant to California Family Code section 297 et seq.

#### 4.43.B. Non-Contract Faculty Eligibility and Coverage

- (1) The District shall provide ~~a Kaiser HMO healthcare plan~~ access to the CalPERS plan options to non-contract faculty members who meet the criteria listed below. The District agrees to contribute up to ~~\$270,378~~ \$300,000 annually for this purpose. ~~For the 12-month period beginning September 1, 2008, the District will contribute at least \$3,338 toward the annual single-party premium, the balance to be contributed by the employee at the rate of \$100 deducted monthly. The full cost of additional coverage for family member(s), if any, also shall be paid by the employee.~~ The District will contribute ~~\$200~~ \$308 per month towards the premium of the selected option, and the balance of the premium will be paid by the employee. If the District does not spend the full ~~\$270,378~~ \$300,000 in the 12-month period, any unspent monies will be set aside by the District for

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use in the following year toward non-contract unit members' insurance (e.g., offset rate increases, expand the benefit). Any remaining funds will remain in this pool to be used in future years. The District and Federation will negotiate the effect of any modification in rates, number of subscribers or coverage for this plan, per Section 4.7. If the part-time health benefits plan is discontinued, the funds shall be distributed to the non-contract salary schedule in Section 3.4.B.

- a. A non-contract faculty member who has been employed by the District for four or more semesters and who has taught an average load of .40 or greater for the preceding fall and spring semesters shall be eligible for coverage commencing on September 1 for the next academic year.
  - b. An eligible employee must elect to join the plan during the open enrollment period held in May of the preceding academic year unless the conditions for legally-mandated "Special Enrollment rights" exist.
  - c. If a non-contract faculty member does not ~~receive an assignment by the beginning of any semester~~ maintain an average load of 0.33 or greater during an academic year, that employee will not be eligible for continuing coverage except at his/her own expense as provided under COBRA. A faculty member who is unable to accept an assignment due to a serious medical problem may obtain a temporary waiver from District Human Resources in order to maintain coverage for the academic year or remainder thereof (i.e., September 1 through August 31) and will retain eligibility for the following academic year provided he/she would have been eligible based upon his/her ARFs and work offers.
  - d. A faculty member electing this coverage may not be covered by any other health plan at the same time. Likewise, any family members(s) included in the plan may not be covered by any other plan.
- (2) Enrollment in the above plan shall be limited to ~~81~~ 425 non-contract faculty members for 2008-2009. In the future, if the number of employees applying to enroll in the plan exceeds the agreed upon limits, coverage for the plan will be given first to those faculty members already enrolled and then to those new enrollees having the greatest longevity.
  - (3) Premium payments by eligible faculty will be made tenthly. Deductions from payroll checks will be used whenever possible.
  - (4) Non-contract faculty who are currently insured under the predecessor agreement may retain coverage at their own expense, provided they maintain eligibility under the terms of Section 4.4.B. ratified on November 17, 2007.

4.54 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits and shall increase such contributions each fiscal year by the amount that is required to maintain the above-mentioned PERS CHOICE, PERS Kaiser Plan, Delta Dental, and vision coverage.

  
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- 4.65 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 4.76 It shall be the role of the AFT/Management Health Benefits Committee to gather information and provide advice concerning faculty health and welfare benefits to AFT and the District. The Health Benefits Committee shall review all bids for health care providers and insurance carriers and recommend changes to the faculty health plan, including, but not limited to, co-pays, deductibles, premium contributions, as well as the selection, addition, termination or substitution of any health plans/providers, and/or insurance carriers. The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carriers.

The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed 5 each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.

The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as release time or as an equivalent hourly stipend.

- 4.7 NOTE: CalPERS is the provider of medical benefits for the District. The District will offer the allowable CalPERS plans to the retiree groups with specifics included in *italics* in the paragraphs of sections 4.8 and 4.9 below.

4.8 Employees who are employed by the District at the time of retirement in accordance with Section 4.5 shall be retained in the District health, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten years of service with the District and have attained an age and years of service equal to or greater than 75. The minimum age for retirement is 55. The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits. Current coverage for retirees shall continue for faculty employed on or before June 30, 1990. *Medicare ineligible retirees in this tier will continue to have the District provide the same plans as specified for active employees. Medicare eligible retirees in this tier will need to obtain Medicare at age 65 and will be provided either the CalPERS Kaiser HMO Medicare Supplement Plan or the CalPERS PERS Choice Medicare supplement plan. The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of 65 at which time the retiree's medical care plan shall be replaced by Medicare and a Medicare supplemental plan which provides comparable benefits and which is provided and paid for by the District. Dental and vision coverage will continue as provided above. *The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

Eligible faculty members initially employed on or after July 1, 2001, and before July 1, 2015, who meet the years-of-service and age requirements stated above, and who retire, shall receive District medical coverage similar to current employees to age 65 only if they have attained at least age 55 and have served at least ten years of continuous eligible service in the District. The District also shall continue any dental and vision coverage as provided for current employees to age 65. New faculty members hired on or after July 1, 2015, will not be eligible for retiree health benefits.

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- 4.9 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of ~~five~~ 25 years and has reached the age of 55, shall upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree. ~~The District will contribute the required monthly minimum required by CalPERS towards the cost of the premium.~~

Following a 30-day grace period during which the District will continue to provide District-paid health and welfare benefits, spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving a State Teachers' Retirement System disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

- 4.10 Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.
- 4.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten years of service.

**4.12 Special Pre-Retirement Program**

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

- 4.12.A. The faculty member shall have reached the age of 55 prior to the reduction of workload.
- 4.12.B. The faculty member shall have been employed full-time for at least ten years in a position requiring certification, of which the immediately preceding five years were full-time employment.
- 4.12.C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 4.12.D. A faculty member who requests to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.
- 4.12.E. The faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to STRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

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- 4.12.F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.
- 4.12.G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year. The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.
- 4.12.H. The total number of years of reduction of workload shall not exceed ten years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten years.
- 4.12.I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.
- 4.12.J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.
- 4.12.K. A faculty member participating in the program is not eligible for sabbatical leave, is not eligible for Summer Intersession Priority, and shall not be assigned an overload.

**4.13 Employees' Assistance Program**

- 4.13.A. The District will contribute up to \$2.25 each month for each employee in the Unit for the Employees' Assistance Program (hereafter referred to as "EAP").
- 4.13.B. The program shall be available to all faculty.
- 4.13.C. Referrals may be made by supervisors, family members, or peers.
- 4.13.D. Requests for Employees' Assistance Program services shall be made by the employee who is to receive the services.
- 4.13.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any college personnel.
- 4.13.F. No employee is required to avail him/herself of these services.

**4.14 125 Plan**


The District agrees to continue offering a 125 Plan for full- and part-time employees.

- 4.15 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by law, may elect to become a member of Social Security or STRS. Non-contract faculty have the additional option of the STRS Cash Balance Plan. Employee and employer contributions to Social Security and STRS will be according to law.

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4.16 The District shall provide to all contract faculty members who meet the eligibility requirements in Section 4.4.A. group term life insurance in the amount of \$50,000.

  
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TENTATIVE AGREEMENT BETWEEN:

Ventura County Community College District

Ventura County Federation of College Teachers

RE: Article 7 (Safety) – Package (Unchanged from previous proposal)

Date: 10 May 2019

7.1 The District will provide a safe working environment for faculty members.

7.2 A faculty member who observes any unsafe condition in the working environment (e.g., facility, equipment or personal safety) should notify his/her immediate supervisor that this unsafe condition exists. A faculty member who observes a condition in the working environment that he/she feels poses imminent danger of harm to any person should immediately take whatever action may be necessary or appropriate to have such condition corrected and should also notify his/her immediate supervisor that the potentially dangerous condition exists. The supervisor will respond, as circumstances merit. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.

7.3 If any faculty member has notified his/her immediate supervisor of an alleged unsafe working condition and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the Vice President of Business and Administrative Services. The Vice President shall then take appropriate corrective action and notify the faculty member within 5 working days or forward the complaint to the College President.

7.4 Within 24 hours five days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an ad hoc safety committee consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations and notify the faculty member within ~~15~~ 5 working days.

7.5 If the ad hoc safety committee recommends corrective action and such action is not taken, the faculty member who submitted the complaint may, within 15 calendar days after receipt of his/her copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall only be applicable to Section 8.10.

7.6 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to the students.

7.7 A Any faculty member who is threatened with bodily harm harassed, intimidated, or threatened in any form, platform, including social media, or who suffers bodily harm, because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties shall report such threat or harm to his/her immediate supervisor, and, where appropriate, to law enforcement authorities. The immediate supervisor shall respond to the faculty member as soon as practicable as to how the District plans to address the complaint. If



the faculty member suffered unlawful violence or a credible threat of violence from any individual, the faculty member may request that the District seek a temporary restraining order and an injunction on behalf of the employee in accordance with Code of Civil Procedure section 527.8. The District will review the request and take such action(s) as it deems appropriate.

7.7.B The District and the Federation agree to the formation of a standing committee on Workplace Violence Prevention, charged with the mission of reviewing, preventing and responding to workplace violence.

7.7.B.1 This committee shall be comprised of three (3) District representatives, three (3) Federation representatives, and the Chief of the Campus Police or his or her designee, and shall meet as necessary, but no fewer than 1 time per academic year.

7.8 The District shall provide all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of his/her duties.

**7.9 Damage or Destruction of Clothing or Personal Property**

7.9.A. As permitted in the Education Code, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.

7.9.B. In addition, and as permitted in the Education Code, the District shall reimburse a faculty member for the loss or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the faculty member and the member of District management designated for this purpose.

7.9.C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be more than \$25 per article or incident to be considered for reimbursement.

7.9.D. In the event the faculty member is paid the costs of replacing or repairing such property or the actual value of such property by other than the District, the District's liability under this Article shall be reduced by the amount of such payment.

7.9.E. All claims shall be submitted on forms provided by the District's Business Services Office and shall include such relevant facts as costs of repairs, invoices, notations of circumstances, and witnesses, if any. The claim form shall be signed by the faculty member and his/her immediate supervisor and submitted within 15 working days of the incident.

7.10 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and, when requested during evening hours by a faculty member having a reasonable basis to fear for his/her safety, by providing an escort between such faculty member's worksite and parking area.

- 7.11 In the interest of the health and welfare of the students, employees, and the public, smoking is prohibited in all District vehicles, buildings, and facilities, and within 20 feet of any exit or entrance of such buildings or facilities. Nothing herein shall prevent a college campus from adopting a rule that is more restrictive than what is stated above.
- 7.12 Those faculty members who are volunteering to perform services as commercial vehicle operators during their coaching assignment will be subject to the provisions of the District's Drug and Alcohol Testing Program for the time period of thirty days prior to the beginning of the coaching season and ending with the close of the season, including any post-season events. Faculty members volunteering to perform these services only for special events that occur periodically throughout the year shall be subject to these provisions for a period of thirty days prior to the special event and the day of the event. Actual testing shall only occur during that period of time between noon on the day before the faculty member is expected to drive and midnight after the driving has occurred. Each affected faculty member is exempt from testing during his/her off-season.

Faculty members drawn for random testing outside of these time periods will not be required to undergo the testing. All faculty members who are operating commercial vehicles will be required to keep the Primary Communicator informed of the season dates and special events for which they will be operating a commercial vehicle.

The provisions of the District's Drug and Alcohol Testing Program are applicable to a faculty member only in his/her capacity as a commercial vehicle operator.

For the District

By:



Draza Mrvichin  
Chief Negotiator

5/10/19

For AFT

By:



Steven Hall  
Chief Negotiator

May 10, 2019



Angela Wilkins



MaryPat Haxley





## Tentative Agreement

May 10, 2019

### Article 14 Transfers

14.1 A transfer is a change of college location within the District of a contract faculty member within the same position classification and discipline.

14.2 **Voluntary Transfer:** A qualified contract faculty member who has applied for voluntary transfer and has the concurrence of the department to which he/she wishes to transfer may be allowed to transfer to another college with the approval of the affected-receiving Division Deans and College Presidents and the Chancellor or his/her designee. If more than one qualified faculty member applies for voluntary transfer to the same available position, District seniority shall be the determining factor when two or more such applicants are equally qualified in terms of credentials, major and minor fields, evaluations, and experience. All contract faculty members shall be notified by the District mail of initial available openings at least three days before publication of any public announcement. Qualified contract faculty members who have applied for voluntary transfer to an available contract position prior to public announcement of such position shall receive first consideration for transfer to such position but thereafter shall be considered part of the overall applicant pool.

14.3 **Involuntary Transfer:** If enrollment decrease or cancellation or relocation of classes or programs requires the relocation of contract faculty among the colleges, all reasonable effort will be made to:

14.3.A. Accomplish such relocation by means of voluntary transfers as set forth in Section 14.2 14.5; or

14.3.B. Avoid such relocation by such voluntary reassignments within the college as the College President may approve.

If such relocation cannot be accomplished by voluntary transfers, District seniority of contract faculty members possessing needed qualifications within the relevant department and discipline shall prevail. A contract faculty member who has been involuntarily transferred shall have first right to be transferred to any available contract opening in his/her former department, discipline, and college for a period of 39 months following such involuntary transfer. Such right may be extended thereafter by the faculty member's filing of a yearly written notification with the District's Human Resource Office.

14.4 Whenever used in this Agreement, "District Seniority" shall mean a contract faculty member's continuous service, including all authorized paid and unpaid leaves of absence, since the date that such faculty member first rendered paid contract service or accepted employment (if prior to July 1, 1947), in the District or in the Ventura Unified School District prior to its separation of such Districts. Except as otherwise required by State law, application of District Seniority shall not be utilized to deprive unit members of benefits that would otherwise be enjoyed as a result of this Agreement.

14.5 A temporary transfer is a change of college within the District of a contract faculty member with the same position, discipline and classification to serve during the absence of a faculty member on leave or to fill a temporary vacancy at another college. A temporary transfer

shall be limited to contract faculty members who have been granted tenure and is limited to periods not to exceed 1 year. The selection procedure for temporary transfers shall be the same as the procedure described in Section 14.2, except the transfer shall require the approval of the Division Dean, and college President at both colleges. After completion of the temporary transfer assignment, the faculty member will return to their original campus.

- 14.6 A temporary voluntary exchange is a voluntary transfer between two faculty members each to the other's position. Temporary exchanges are limited to contract faculty who have been granted tenure, have the same positions, disciplines, and classifications and work at different colleges. Temporary exchanges are limited to periods not to exceed one year and must be initiated by the two faculty members seeking the exchange. Temporary exchanges must have the concurrence of the departments, the affected Division Deans and College Presidents. Temporary exchanges may be extended and/or made permanent upon agreement of all the parties to the initial exchange. A request for a permanent exchange must be made before the completion of the voluntary exchange.

For the District


By: 

Draza Mrvichin

Chief Negotiator

May 10, 2019

For AFT

By: 

Steven Hall

Chief Negotiator

May 10, 2019





5/10/19

Angela Wilkins



- 15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.
- 15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Chancellor may direct if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.
- 15.3 A faculty member may resign in writing from his/her non-contract assignment at any time.

Such resignation shall be submitted to the faculty member's assigned Dean or immediate supervisor, who shall then submit it to the Chancellor or designee. A faculty member shall have the right to withdraw his/her resignation within ~~72-hours~~ 7 calendar days of its submission to the Dean. If the submission is not withdrawn within the ~~72-hour period~~ 7 calendar days, the resignation is final when accepted by the Chancellor. Any request to withdraw the resignation must be made in writing and submitted to the Chancellor or designee.

- 15.4 Resignations of contract assignments at a college shall be submitted in writing, preferably on the Academic Resignation form, to the College President, who shall submit it to the Chancellor or designee. A faculty member shall have the right to withdraw his/her resignation within ~~72 hours~~ 7 calendar days of its submission to the College President. If the submission is not withdrawn within the ~~72-hour period~~ 7 calendar days, the resignation is final when accepted by the Chancellor. Any request to withdraw the resignation must be made in writing and submitted to the Chancellor or designee.

Tentatively agreed to:

By:

For the Ventura County Community College District

By: 

Its: CN

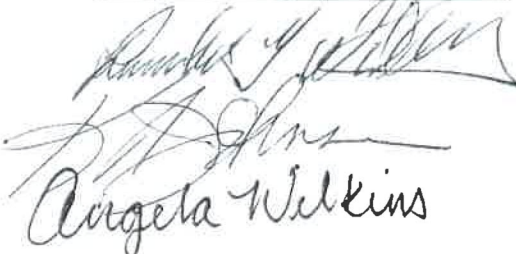
Date: May 10, 2019

For the Ventura County Federation of College Teachers

By: 

Its: Chief Negotiator


Date: 5-10-19

  
Angela Wilkins

  
Marybat Huxley



- 21.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, ~~2016-2019~~, until June 30, ~~2019-2022~~.
- 21.2 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, ~~2018-2021~~, to January 31, ~~2019-2022~~, its written request to commence negotiations as well as its proposals for any modifications or alterations of the 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, ~~2019-2022~~.
- 21.3 Negotiations procedures set forth in this article and Appendix A shall apply equally to both parties at all times.


  
5/25/2020

  
5/25/2020



Cover Letter  
Intent for Health Benefit Vesting Memorandum  
of Agreement

The intent of the MOU is to establish for CalPERS that the VCCCD shall use the AFT/VCCCD Collective Bargaining Agreement (CBA) to determine district contributions for retiree medical benefits. The MOU does not change or supersede any provisions of the AFT/VCCCD collective bargaining agreement. The sole unlikely exception, whereby a faculty member could receive a greater benefit than he/she is entitled to per the CBA, is when a faculty member attains 60 years of service credit as referenced in Paragraph 3 of the MOU.

  
5/25/20

  
5/25/2020



# Ventura County Community College District

761 EAST DAILY DRIVE, SUITE 200, CAMARILLO, CALIFORNIA 93010

PHONE (805) 652-5500 FAX (805) 652-7700

WWW.VCCCD.EDU

DR. GREG GILLESPIE  
CHANCELLOR

## MEMORANDUM OF AGREEMENT HEALTH BENEFIT VESTING

1. This bilateral Agreement is made and entered into this day, September 1, 2020, by and between the parties: Ventura County Community College District (DISTRICT) and the Ventura County Federation of College Teachers, AFT Local 1828 (VCFCT).
2. Nothing in this Memorandum effects or requires a change to the DISTRICT'S health benefits contribution to active VCFCT employees and its retirees, as defined in the VCFCT Collective Bargaining Agreement.
3. Effective on the day of ratification, any bargaining unit member who has been employed for sixty (60) years of credited service with the District shall be entitled upon retirement to at least the minimum health employer contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA).
4. Only employees retired on or after September 1, 2020 shall be subject to the years of service criteria defined in Paragraph 3.
5. All members who have retired before September 1, 2020 are eligible for the health benefit employer contribution as defined in the VCFCT Collective Bargaining Agreement.
6. In order to receive the employer's contribution payable for post-retirement health benefits, annuitants who retire for disability must meet the credited years of service requirement in Paragraph 3.
7. This Memorandum shall apply only if the District elects to participate, and while it participates, in the CalPERS program.

Agreed to:

District Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Bargaining Unit Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

5/25/2020

Chancellor

St. Vale

5/25/2020

MOORPARK COLLEGE • OXNARD COLLEGE • VENTURA COLLEGE

GOVERNING BOARD • JOSHUA CHANCER • LARRY KENNEDY • DIANNE B. MCKAY • BERNARDO M. PEREZ • GABRIELA TORRES

**Responsibilities**

	E	V	S	N	U	NO	N/A
1. Recruitment, selection, and orientation of the new faculty and classified employees who will be assigned to the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Development of department's instructional/non-instructional schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Development and revision of curriculum including course outlines and course and catalog descriptions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Evaluation of faculty in the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Development and conducting of department meetings, and preparation and distribution of minutes of all such meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Communications with students, faculty, and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Representation of, and liaison/advocacy for, the department within the College/District.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Facilitate processes for program review and student learning outcomes/ service unit outcomes assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Suggesting faculty to the Dean for substitute classroom/non-classroom assignments, as the needs arise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Participation in the department's budget process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Coordination of review of requisite challenges or course placement exams.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Observation:**

(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)

*He Kal*  
5/25/2020

*[Signature]*  
5/25/2020



**Faculty/Student Interaction**

	E	V	S	N	U	NO	N/A
1. Students are engaged in activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates sensitivity to differing student learning styles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Stimulates student interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Measures student performance in fair and valid ways.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Responsibilities**

	E	V	S	N	U	NO	N/A
6. Supervises the routine security, upkeep, repair, and replacement of facilities and equipment in assigned area of assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Consults with appropriate college faculty and staff about related projects and work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Adheres to CCCAA Rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Consults with Dean concerning all expenditures outside of the department budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Consults with Dean concerning all fundraising activities and contracts with outside vendors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Fulfills specific job description requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Observation:**

(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)

*St. Hel*  
5/25/2020

*[Signature]*  
5/25/2020