

**WVMCCD AND WEST VALLEY-MISSION FEDERATION OF TEACHERS (WVMFT, AFT 6554)  
TENTATIVE AGREEMENT, ADOPTION CONTINGENT ON SUCCESSFUL CONCLUSION  
OF SUCCESSOR NEGOTIATIONS RESOLVING ALL  
OPEN CONTRACT SECTIONS AND SUBJECTS**

*June 30, 2021*

**ARTICLE 8**

**Union Rights**

**8.1 No Reprisals**

WVMFT, AFT 6554 and the Board agree that no reprisals shall be taken against any person who legally exercises rights guaranteed by law or this agreement, or who executes responsibilities imposed by law or this agreement.

**8.2 Negotiations with Other Organizations**

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

**8.3 Use of Facilities**

WVMFT, AFT 6554 shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. The District will provide office and storage space for the Union's use on each campus. To the extent that the Union makes this space available for use by a staff member of the Union who is not a District employee, that individual(s) shall comply with all District procedures relating to insurance verification, fingerprinting, that the District requires of nonemployees working on District property and utilizing District facilities. The District will also provide the Union with access to faculty mailboxes. Use of such facilities shall not interfere with or interrupt normal District operations. WVMFT, AFT 6554 agrees to leave facilities used in a clean and orderly condition or compensate the District for special janitorial/maintenance work required, at cost. The District will provide one staff

parking permit each year to WVMFT.

**8.4 WVMFT, AFT 6554 Business and WVMFT, AFT 6554 Meetings Business:**

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

**Meetings:**

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

**8.5 Notification**

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

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

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

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

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

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

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

8.6.3 With advance approval by the college President to the WVMFT, AFT 6554 President, audio-visual equipment not being required for District use may be used

on campus for WVMFT, AFT 6554 business. WVMFT, AFT 6554 shall assume any damage or repair costs.

**8.7 Information to Union**

**8.7.1 Board Agenda/Minutes**

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

**8.7.2 Policies and Regulations**

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

8.7.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines, or work requirements that are distributed by the District or colleges to members or groups of members shall be provided to WVMFT, AFT 6554.

8.7.2.3 The District shall provide three times annually, one month after the beginning of the Fall and Spring semesters and once in the second week of June, a list of all faculty names, job titles, departments, work locations, class schedules, home addresses, District emails, and work and personal contact telephone numbers. The District shall provide WVMFT the name, job title, department, work location, class schedules, work and personal contact telephone numbers, District emails and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Pursuant to Government Code §6254.3(c), a member (regular, contract or associate) may request in writing that the District withhold the member's address and telephone number from disclosure to the Union. WVMFT, AFT 6554 agrees that it shall indemnify and hold the District harmless from any liability from any and all claims, demands, lawsuits or other actions arising from the District's implementation or compliance with the terms of this section (consistent with Government Code Section §3546 subsections (e) and (f)). Public employee personal email addresses will be exempted from the Public Records Act, and exempt from disclosure to the Union shall allow the Union time and access at every new-hire orientation, and shall be given at least ten days prior notice of each orientation planned by the District, except that a shorter notice

may be provided in a specific instance in which there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Due to the unique hiring needs community colleges, the Parties agree in advance that the following constitute specific instances in which there is an urgent need allowing for a shorter notice requirement: hiring of a substitute, emergency or short-term or other part-time employee when there is less than 10 days between the date of hire and the date that the employee is scheduled to start work. In such instances, the Executive Director and President of the Union shall be contacted via email and telephone with the date and time of the orientation on the same business day that the District confirms the orientation date with the new hire. The parties agree that they have met and negotiated the terms of this provision, and that the terms set forth here satisfy the District's obligations under Government Code §3555-3558.

8.7.2.4 Upon request, WVMFT, AFT 6554 shall be provided with one (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or requests for materials or data in formats not usually issued, shall be charged to WVMFT, AFT 6554 in an amount not to exceed costs.

8.7.2.5 At the time of submission to the Board, the District shall provide to the WVMFT, AFT 6554 Secretary one hard copy each and to the WVMFT, AFT 6554 Secretary one electronic copy, if available, each of CCAF-311, CCAF311Q, CCAF-320, and CCFS-350A. The District shall make available all financial data system reports from which the data is taken.

8.7.2.6 Other budget/study data prepared by the District for general usage may be made available upon request to and approval by the Chancellor or designee.

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

**8.8 Union/District Consultation**

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within

three (3) workdays, notify of agreement or non-agreement to such a meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during WVMFT, AFT 6554 attendees' non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to re-negotiate any provision of this agreement.

**8.9 WVMFT, AFT 6554 Released/Reassigned Time**

**8.9.1 Released/Reassigned Time to Attend Negotiations**

Whenever possible, negotiation meetings shall be arranged outside the scheduled assignments of all WVMFT, AFT 6554 negotiation team members.

**8.9.2 Released/Reassigned Time for Grievances Processing**

Whenever possible, meetings regarding grievances shall be arranged outside the scheduled assignment of all parties.

**8.9.3 Released/Reassigned Time and Reimbursement**

The District shall provide 1.5 FTEF of total released/Reassigned Time in each semester (3.0 FTEF per academic year) at no cost to WVMFT, AFT 6554. WVMFT, AFT 6554 may purchase additional released/Reassigned Time up to a maximum of 2.25 FTEF in each semester (4.5 FTEF per academic year) for WVMFT, AFT 6554 operations at a cost to WVMFT, AFT 6554 equal to the average ~~at Step 10 on step~~ used in the Associate Faculty Salary Schedule Funding Model.

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

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

**8.10 Copies of Agreement**

The District agrees to make the WVMFT, AFT 6554 contract available to all members via the District website, and to print and publish 200 copies to provide

members a copy of the agreement.

**8.11 Payroll Deductions for Dues Paying WVMFT Members**

8.11.1 Subject to the certifications and procedures established in this Article, the District shall make monthly payroll deductions for all dues paying members of WVMFT and forward those dues to WVMFT on a monthly basis.

**8.11.2 WVMFT Certification**

WVMFT hereby certifies that it has and will maintain individual employee authorizations for the deduction of membership dues from the monthly paychecks. The individual WVMFT authorization forms shall include, but are not limited to, the following information:

a. The requirements and procedures for revoking the authorization, including that the revocation must be submitted in writing to WVMFT. Further, if WVMFT opts to establish a window period during which authorization may be revoked, this information shall be included on the authorization form.

b. The terms under which the authorization shall apply upon reemployment, without securing re-authorization, as set forth in subsection 8.11.6.

**8.11.3 Membership Dues**

The District shall deduct dues for all members in the amount of 1.2% of the members' gross regular salary unless and until the Union provides notice to the District of a change in the dues assessed. Such change shall be implemented in the next payroll cycle or 30 days, whichever is greater.

WVMFT shall provide the District written notice of all employees who have provided the written authorization described in Section 8.11.2. Upon such notice, the District shall initiate payroll deductions for those employees in the next payroll cycle or in 30 days, whichever is longer.

WVMFT shall provide the District written notice of every employee who submits a written revocation of authorization within three business days of the revocation. The revocation will be implemented in the next payroll cycle or 30 days, whichever is longer. Any resulting reimbursement owed to the employee shall be the responsibility of WVMFT. The District may effectuate such reimbursement by reducing the amount of monthly dues paid by the District to WVMFT.

**8.11.4 District Reliance on WVMFT Certification**

In reliance on WVMFT's certification regarding the terms of the employee written authorizations that WVMFT shall maintain as set forth in Subsection 8.11.2, the District shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to WVMFT rather than to

the District. WVMFT shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by WVMFT regarding whether deductions for membership dues were properly canceled or changed.

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

8.11.6 Based upon the representation of the Union in Article 8.11.2, for any employee covered by this CBA who is a dues-paying member of WVMFT at the time the employee leaves District employment, or is subject to a layoff, the employee shall be treated as a continuing member of WVMFT for the purpose of making payroll deductions for the payment of dues under either of the following circumstances, unless and until WVMFT informs the District in writing that the employee has revoked authorization to make dues deductions:

- a. For any member who returns to a position covered by this CBA within one academic year of the member having left District employment; or
- b. Upon recall from layoff status into a position covered by this CBA.

It is understood that WVMFT fully indemnifies the District for dues deducted pursuant to this section.

**8.11.7 Hold Harmless and Indemnify Provision**

WVMFT, AFT 6554 shall hold the District harmless, and shall fully and promptly reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by WVMFT regarding the content of its authorization form, and/or the authorization of individual employees for payroll deductions to be made.

8.11.7.1 Upon notice that the District is going to seek indemnification and be held harmless under this provision, WVMFT, AFT 6554 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.

8.11.7.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to WVMFT, AFT 6554 interests if the District does not have a distinct and separate legal interest in the disputed matter.

8.11.7.3 The District shall not be entitled to be reimbursed for any costs for which WVMFT, AFT 6554 was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

FOR THE WVMFT:

DocuSigned by:  
*Kate Disney*  
6FD84CAB9FF9493...  
Dated: 7/15/2021

FOR THE DISTRICT:

DocuSigned by:  
*Dr. Eric Ramones*  
B435A8551D1A4D8...  
Dated: 7/15/2021