

**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 13

Compensation

13.1 Salary Schedule

- a. Members shall be paid in accordance with the Full-Time Academic Salary Schedule which shall be updated as the result of any negotiated agreement. (See Appendix B).
- b. The District shall increase the Full-Time Academic Salary Schedule as follows:

~~2018-2019~~

~~Effective the first pay period following Board approval of the Tentative Agreement, the Full Time Academic Salary Schedule will be increased by 5%.~~

~~2019-2020~~

~~Effective the September 2019, pay period, following Board approval of the Tentative Agreement, the Full Time Academic Salary Schedule shall be increased by 5%. If the Agreement is adopted by the Board at its September 3, 2019 meeting, the timing for implementation of the raise shall be as follows: the necessary calculations shall be made in time for the raises to be applied on members' October 31 paycheck. A pay adjustment for the raises owed for the September 2019 paycheck shall be included in members' November 30 paycheck.~~

~~2020-2021~~

~~Effective the first pay period for fall semester 2020, the Full Time Academic Salary Schedule shall be increased by an additional 5%.~~

2021-2022

Effective the first pay period for fall semester 2021, the Full-Time Academic

Salary Schedule shall be increased by an additional 5%.

2022-2023

Effective the first pay period for fall semester 2022, the Full-Time Academic Salary Schedule shall be increased by an additional 5%.

~~e. During the 2019-20 academic year, neither the District nor WVMFT shall seek to open or negotiate any provision of the parties' Collective Bargaining Agreement, including but not limited to compensation and benefits.~~

~~In lieu of conducting contract negotiations during the 2019-20 academic year, the District and WVMFT shall engage in interest based bargaining ("IBB") training. The District and WVMFT shall each appoint bargaining teams, as they would for bargaining, but the teams shall devote their time to IBB training instead of negotiations.~~

~~The District shall provide WVMFT bargaining team members with release time on the same terms as if the parties were engaged in contract negotiations. Training shall be arranged through the State Mediation and Conciliation Service, if available. If not, the parties shall mutually agree on an alternate, outside trainer with the requisite expertise. The District and WVMFT shall share the costs of training (if any) 75% by the District, 25% by WVMFT.~~

13.2 Overload/Summer/Winter Session Compensation

Members electing to take overload or summer contracts may either choose (1) to be compensated on the Associate Faculty Salary Schedule or (2) to bank the load (See Article 36, Banked Load and Banked Load Leaves.)

- a. Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on the Associate Faculty Salary Schedule A or may choose to bank the overload (See Article 36).
- b. Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on the Associate Faculty Hourly Salary Schedule C or may choose to bank the overload (See Article 36).
- c. Other duties performed by members outside of a and b shall be paid hourly on the Associate Faculty Hourly Salary Schedule C (Column F). The member may not

bank this overload.

13.3 Flex Day Activities

Flex Day activities are part of the member's base salary and are reflected in the member's base pay.

13.4 Coaching Stipends

Effective upon ratification, head coaches shall be paid an additional \$125 per day for work done outside the Academic Year (as defined in Article 16.1), said days subject to written approval signed by the Division Dean and the Vice President of Instruction. Stipend days must be reported in hours (ex. 5 hours at \$25 per hour = \$125.)

13.5 Compensation for 11 and 12 month Assignments

Regular or contract members assigned to 11-month or 12-month positions shall receive assignments in accordance with the provisions of Articles 18.2 and 19.9.1 and shall be compensated with a monthly salary equal to 1/10th the annual salary in the Full-Time Academic Salary Schedule.

13.6 Other Compensation

Special projects and contract education shall be remunerated on a separately negotiated contract unless negotiated otherwise.

13.7 Method of Payment

A member's annual salary shall be paid at the rate of 1/10 of their annual salary from the Full-Time Academic Salary Schedule for each month of contractual assignment. Pay dates for all regular/contract and overload assignments shall be the last working day of each month.

New members have the option to be paid in 12 months providing the decision is made no later than August 1 in writing to the Human Resources Department in the academic year the 12 payments shall begin. The 12-month pay cycle is August through July. Continuing faculty shall contact Human Resources in writing to select the 12-month option by August 1.

Once a faculty member has opted to be paid over a 12-month period (referred to as "deferred pay"), the faculty member shall remain in deferred pay status unless the member submits a Cancellation via Deferred Pay Opt In/Out form to Human

Resources by May 30. A faculty member who provides notice that the member no longer wishes to be in deferred pay status shall be returned to a 10/11-month payment cycle beginning August 1 pay cycle. Faculty hired mid-year must be paid on a 10/11-month pay cycle until the end of the fiscal year, at which time they may opt into "deferred pay" status by submitting such request via Deferred Pay Opt In/Out form to Human Resources by May 30.

When a teaching load reduction occurs, and results in an overpayment, the member is responsible for reimbursing the District for the entire amount of the overpayment within 30 days.

Any member who fails to receive a paycheck should immediately report it to their Department Chair or to Human Resources for investigation of the cause. If an error occurs on a paycheck, resulting in overpayment, the Associate Vice Chancellor of Human Resources and the Vice Chancellor of Administrative Services shall work with the member to arrange repayment.

13.8 Tax Sheltered Plans

The District shall process individual member's tax sheltered plans through automatic payroll deductions. Each member is responsible for compliance with current Internal Revenue service rules and regulations.

13.9 Compensation for Substitute Service

There are times when, during the first week of the absence of a member due to an illness or an emergency, it is necessary to provide coverage for a class or service. For absences of one week or less, two alternative methods are available, so long as the following three criteria are met:

1. The absent faculty member provides advanced notice to his/her Department Chair and Division Dean of the effective date(s) of absence, the substitution arrangements, and name of the member providing the substitute service, and shall do so in writing except in emergency situations.
 2. The substitute must meet the minimum qualifications for the assignment; and
 3. The absent member provides a lesson plan to the member providing the substitute assignment.
- A. The absent member may arrange with another full-time member or associate member to cover the class(es) for compensation. Where an associate member provides substitute service under this section, it shall not count toward 67% of a

full-time load. The substituting member shall be paid at the appropriate rate on the Associate Faculty Hourly Salary Schedule C and the absent member shall submit an absence form to HR to have the appropriate amount of sick leave deducted from his/her accumulated sick leave. Absence and substitution forms must be submitted together to Human Resources and signed as approved by the Division Dean or supervising administrator.

OR

- B. The absent member may arrange with another full-time member or associate member to cover the class(es) in exchange for future reciprocal substitution. When an associate member provides substitute service under this section, it shall not count toward 67% of a full-time load. This agreement is between the individual faculty members.

The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt or any obligation to enforce an agreement between faculty members.

For any absences exceeding one week, arrangements for substitution shall be made through the office of the Vice President of Instruction.

13.10 Mileage Reimbursement

Members shall not be paid **reimbursed** for mileage for travel between campuses **when they have assignments or official district committee meetings that require travel between the campuses. Assignments or meetings would include and are limited to teaching assignments at the alternate campus, off-campus teaching sites, and official district committees (e.g. District Academic Senate). Any other travel between sites must require prior approval from the appropriate vice president or designee. A faculty member shall be reimbursed mileage for travel to and from each off campus assignment site. The District agrees to reimburse mileage at the current, standard IRS rate. For members who travel directly to/from off campus sites from/to home, the mileage will be calculated using the total mileage less the member's mileage between their home and the college.** This provision does not, however, supersede the requirements of Ed Code Section §87032 Travel Expense Payment.

FOR THE WVMFT:

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Dated: 7/15/2021

FOR THE DISTRICT:

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Dated: 7/15/2021