

**TENTATIVE AGREEMENT BETWEEN THE
WEST HILLS COMMUNITY COLLEGE DISTRICT AND
THE WEST HILLS COLLEGE FACULTY ASSOCIATION, CTA/NEA**

August 5, 2020

This tentative agreement is entered into between the West Hills Community College District and the West Hills Faculty Association, CTA/NEA, is entered into expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. All articles of the collective bargaining agreement shall remain unchanged except for the following amendments:

**ARTICLE 8
COMPENSATION**

8.1 Preamble

The parties agree that their goal for the duration of this agreement and this article is to compensate faculty members comparably to the contiguous Community College Districts known collectively as the "Central 14". The "Central 14" districts are:

Allan Hancock Community College District
Cabrillo Community College District
College of the Sequoias
Gavilan Community College District
Hartnell Community College District
Kern Community College District
Merced Community College District
Monterey - Peninsula Community College District
San Luis Obispo County Community College District
San Joaquin Delta Community College District
State Center Community College District
West Kern Community College District
West Hills Community College District
Yosemite Community College District

8.1.1 The parties acknowledge that, because districts are in different stages of agreements or negotiations, it is generally not possible to know the exact compensation package of each of the Central 14 districts at the beginning of any given year. The parties agree that for comparison purposes, the parties will use the Central 14 data for the prior academic year as reported in the Community College Compensation Survey published annually by the Community College Association.

8.1.2 The parties recognize their mutual interest in maintaining fiscal stability. Therefore the parties agree that the compensation goal must be achieved in conjunction with the District's maintenance of prudent reserves against contingencies.

8.1.3 The District's ability to meet the goal of compensating faculty members comparably to the Central 14 is further dependent upon the District meeting funded enrollment

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growth targets set by the District and by the State Chancellor's Office. If those goals are not met, the parties acknowledge that the District will not be able to meet its long-term compensation goal.

8.2 Salary Schedule

The salary schedule for the ~~2018-2019~~ 2019-20 school year is attached hereto as Exhibit C.

8.2.1 Salary Schedule:

8.2.1.1 2019-2020 Salary Schedule:

The salary schedule shall remain unchanged except as follows:

1. Preamble: The purpose of furloughs is to close the District budget "gap" by reducing compensation costs.
2. Definitions:
 - a. The term "furlough day" as used in this Agreement refers to a day on which a Faculty Unit Member is normally scheduled to work, or is in pay status, that is taken as an unpaid day off.
 - b. The term "pay status" as used in this Agreement refers to the time in which a Faculty Unit Member is working or is on paid leave.
3. Furlough Days
 - a. The parties understand and agree that when faculty members are on furlough, they are not working. Instructional faculty will not be required to have a substitute or to give out-of-class assignments. No Faculty Unit Member will be doing work for the college or the district on a furlough day. Additionally, the parties agree that the presidents and vice presidents of instruction from both colleges shall meet, together, with the WHCFA negotiations team to create guidelines for the implementation of the faculty furlough days.
 - b. Full-Time 12-month, 221-day contract Faculty Unit Members shall be subject to twelve (12) furlough days between July 1, 2019 and June 30, 2020. Unit members less than 12 months shall have furlough days prorated as follows: 197 /199-day contracts shall have eleven (11) furlough days and 179-day contracts shall have ten (10) furlough days. Furlough days may be taken retroactively to July 1, 2019, from the time this Agreement is ratified. A Faculty Unit Member who submitted a leave request between July 1, 2019, and the ratification date of this Agreement, assuming a substitute was not paid, may choose to have those days designated as furlough days and have their leave hours restored.
 - c. Furlough Credit: For each month in which a salary deduction is taken a corresponding furlough credit shall be given to the Faculty Unit Member.

- d. Furlough Observance: Faculty Unit Members shall be permitted to take up to four (4) furlough days in a single calendar month once during the academic year. Otherwise, no unit member shall take, or be required to take, more than two (2) furlough days in any calendar month for a full-time Faculty Unit Member during the academic year. Exceptions shall be made on an individual basis.
 - e. For Academic Year Faculty Unit Members (179 day-contracts), only those days that are workdays within the academic calendar may be used as furlough days.
 - f. The parties agree that for 2019-2020, the two mid-semester Mandatory Professional Development Days shall be counted towards the furlough days.
 - g. The parties agree that Faculty Unit Members may choose to take Wednesday, November 27, 2019, and the spring semester Professional Development Days on January 8, 2020, and January 9, 2020, as furlough days.
 - h. All furlough days must be taken before June 30, 2020.
 - i. At the end of the 2019-2020 academic year, each college president shall ensure that all Faculty Unit Members have taken the appropriate number of furlough days commensurate with the salary reductions that have been made for that academic year.
 - j. The parties agree that the furlough provisions of Article 8.2.1 shall expire and have no force or effect after June 30, 2020.
4. Unit Member Salary Rates and Schedules
- a. Each unit member's pay reduction necessitated by furloughs shall be spread evenly over the unit member's work year.
 - b. Unit members may not substitute sick leave for furlough days.
5. Impact of Furlough Program on Salary Programs, Benefits and Retirement:
- a. The use of furlough days shall not affect a unit member's anniversary date or seniority credit or create a break-in-service. The use of furlough days shall not impact the accrual of sick leave or the payment of health, dental or vision benefits.
 - b. These furloughs are not intended to constitute a break in service for any Faculty Unit Member and shall also not change the seniority date of any Faculty Unit Member.

- c. The furloughs described herein shall have no adverse effect on the eligibility for, award of, and amount of upward movement on the salary schedule pursuant to Article 8.
 - d. It is the intent of the parties that there be no adverse impact on a unit members' STRS service credit.
6. Should the District's Unrestricted General Fund revenue for 2019-2020 exceed the amount received in 2018-2019 by \$3,500,000 or more, the parties agree to reopen Article 8.

8.2.1.22 2020-2021 Salary Schedule: ~~The parties agree that Article 8- Compensation shall be a mutually agreed upon reopener for 2020-2021. The salary schedule for 2020-2021 shall remain unchanged except as follows:~~

- 1. Full-Time 12-month, 221-day contract Faculty Unit Members shall be subject to twelve (12) furlough days between July 1, 2020 and June 30, 2021. Unit members less than 12 months shall have furlough days prorated as follows: 197 /199-day contracts shall have eleven (11) furlough days and 177-day contracts shall have ten (10) furlough days. Furlough days may be taken retroactively to July 1, 2020, from the time this Agreement is ratified. A Faculty Unit Member who submitted a leave request between July 1, 2020, and the ratification date of this Agreement, assuming a substitute was not paid, may choose to have those days designated as furlough days and have their leave hours restored.
- 2. Furlough Credit: For each month in which a salary deduction is taken a corresponding furlough credit shall be given to the Faculty Unit Member.
- 3. Furlough Observance: Faculty Unit Members shall be permitted to take up to four (4) furlough days in a single calendar month once during the academic year. Otherwise, no unit member shall take, or be required to take, more than two (2) furlough days in any calendar month for a full-time Faculty Unit Member during the academic year. Exceptions shall be made on an individual basis.
- 4. For Academic Year Faculty Unit Members (177 day-contracts), only those days that are workdays within the academic calendar may be used as furlough days.
- 5. The parties agree that Faculty Unit Members may choose to take Wednesday, November 25, 2020, and the spring semester FLEX Day on January 14, 2021, and the Professional Development Day on January 15, 2021, as furlough days.
- 6. All furlough days must be taken before June 30, 2021.
- 7. At the end of the 2020-21 academic year, each college president shall ensure that all Faculty Unit Members have taken the appropriate number

of furlough days commensurate with the salary reductions that have been made for that academic year.

8. The parties agree that the furlough provisions of Article 8.2.1 shall expire and have no force or effect after June 30, 2021.

9. Unit Member Salary Rates and Schedules

a. Each unit member's pay reduction necessitated by furloughs shall be spread evenly over the remaining months of the unit member's work year.

b. Unit members may not substitute sick leave for furlough days.

10. Impact of Furlough Program on Salary Programs, Benefits and Retirement:

a. The use of furlough days shall not affect a unit member's anniversary date or seniority credit or create a break-in-service. The use of furlough days shall not impact the accrual of sick leave or the payment of health, dental or vision benefits.

b. These furloughs are not intended to constitute a break in service for any Faculty Unit Member and shall also not change the seniority date of any Faculty Unit Member.

c. The furloughs described herein shall have no adverse effect on the eligibility for, award of, and amount of upward movement on the salary schedule pursuant to Article 8.

d. It is the intent of the parties that there be no adverse impact on a unit members' STRS or PERS service credit.

11. Should the deferrals included in the Final 2020 — 2021 State budget be reduced by more than fifty (50) percent, the parties agree to reopen Article 8.

8.2.1.3 2021-2022 Salary Schedule: The parties agree that Article 8 - Compensation shall be a mutually agreed upon reopener for 2021-2022.

8.2.42 Each unit member will advance one step per year of service to the district.

8.2.35 Column advancement is based upon earned units and/or continuing education hours.

8.2.46 Holders of an earned doctorate from a regionally and/or professionally accredited institution of higher learning shall be granted an annual stipend of \$2,500.00.

8.3 Full Time Overload and Release Time Pay

- 8.3.1. Overload. Unit members who teach more than a full-time work load as defined in Article 6, shall be paid at the current adjunct hourly rate as adjusted by the Governing Board. Notification will be sent to unit members when adjustments to the adjunct hourly rate are made by the Governing Board. Faculty Unit Members instructing overload are expected to furlough the whole day regardless of their full-time and overload assignments.
- 8.3.2 Release time under this Agreement shall be calculated based upon the Board of Trustees' approved adjunct faculty pay scale.
- 8.3.3 For the ~~2019-2020~~2020-21 academic year, the pay scale is as follows:
- CLASS III \$68.00 PER CONTRACT HOUR for a total of \$18,360 per year or \$9,180 per party.
 - CLASS IV \$69.00 PER CONTRACT HOUR for a total of \$18,630 per year or \$9,315 per party.
 - CLASS V \$70.00 PER CONTRACT HOUR for a total of \$18,900 per year or \$9,450 per party.

8.4 Mileage/Predominate Site

Travel compensation by the District is based upon the principle that all unit members report to instructional duty at their own expense. For the purpose of calculating mileage, each unit member, annually in the fall, shall be designated a predominate site. That determination shall be made based on the fall schedule. Said designation shall be made by the Chancellor or his/her designee. Mileage compensation for assigned instructional duties on sites other than the predominate site shall be compensated at the I.R.S. rate effective July 1 of each year.

ARTICLE 20. DISTANCE LEARNING

20.1 Preamble

Distance Learning is defined as when the instructional faculty and student are separated geographically and any portion of the classroom instruction during the course term is taught through the use of technology.

The District reserves the right to offer Curriculum Committee approved courses in any modality that best meets the needs of the student. The District may consider schedule, faculty preference, student preference, historical patterns of class offering and available technology in determining how a class will be offered.

20.2 Online Instructional Faculty Qualifications

Faculty members who wish to teach an online course are required to either take an online course themselves, take a District-approved or provided course in instructing distance learning courses, have taught an online course within the immediate past five (5) years, or otherwise provide verification of proficiency as a means to enhance their eligibility to teach in the online modality.

20.3 Class Size

20.3.1 Online Modality: For courses fully taught in an online mode, enrollment shall be limited to a maximum of 50* students per section, unless agreed upon by both the faculty member and the District. (*Except as noted in existing or current class size limitations, i.e., English)

If on the census date, the enrollment is at 51 or more students in a section, the faculty member instructing that section will receive a stipend of \$1250. An additional \$1250 stipend will be awarded for every ten students enrolled above 60 in the section. E.g.:

<u>Students</u>	<u>Stipend</u>
51-60	\$1250
61-70	\$1250
71-80	\$1250
Etc.	

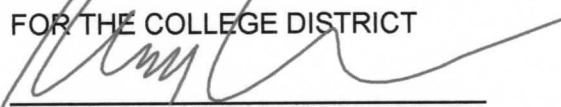
For 2020-2021 only, if on the census date, the enrollment is at 51 or more students in a section, the faculty member instructing that section will receive a stipend of \$500. An additional \$500 stipend will be awarded for every ten students enrolled above 60 in the section. E.g.:

<u>Students</u>	<u>Stipend</u>
<u>51-60</u>	<u>\$500</u>
<u>61-70</u>	<u>\$500</u>
<u>71-80</u>	<u>\$500</u>
<u>Etc.</u>	

[...]

Signed and entered into this 5th day of August, 2020.

FOR THE COLLEGE DISTRICT



Richard Storti
Digitally signed by Richard Storti
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FOR THE ASSOCIATION

