

Agreement between the  
Imperial Community College District

And the

Imperial Valley College Chapter

Of the

Part-Time Faculty Association

Academic Years 2013-2015

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## **ARTICLE 1            RECOGNITION**

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Imperial Valley College Part-Time Faculty Association Community College Association/California Teachers Association/ National Education Association (IVCPTFA CCA/CTA/NEA), hereinafter referred to as the "Association" or the "IVCPTFA CCA/CTA/NEA," as the sole and exclusive representative of all part-time faculty and shall exclude full-time faculty, all management and confidential employees and all other employees who hold positions not requiring certification qualifications.

The District agrees to negotiate only with the Association's representatives officially designated by the Association to act in its behalf.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf.

## **ARTICLE 2            ASSOCIATION RIGHTS**

### **2.1     Distribution of Materials**

The Association shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that unit members are not distracted from performing their duties. The Association shall have the right to use bulletin boards, mailboxes, telephone system, the college interoffice mail system, and the college email system in accordance with the Computer and Network Use Policy and Procedures (AP3720). Organizational materials placed in staff mailboxes or posted on the bulletin board shall bear the name of the Association and the date of distribution or posting. Only those organizational materials officially authorized by the Association Chapter President shall be distributed. The Association agrees to provide to the Superintendent a courtesy copy of each organizational material to be posted or distributed upon request.

### **2.2     Access**

Association representatives shall have the right of access to areas in which employees work. Association representatives may engage in recruiting activities and conduct official Association business including representation in grievance procedure matters on District property provided they do not interfere with employees during hours of duty assignment. Faculty Association representatives shall be granted a minimum of 15 minutes of unpaid time at the end of all district meetings for faculty Association business upon request of the Association. Within thirty (30) calendar days of ratification of this Agreement by both parties, and within thirty (30) calendar days of the start of each academic year in which this agreement is in effect, the Association shall provide the Chief Human Resources Officer (CHRO) with the names, titles, addresses, and telephone numbers of Association representatives.

### **2.3 Board of Trustees Meetings**

The Association shall have the right to submit items for the agenda, and/or to submit in advance information and materials relating to agenda items for meetings of the District Board of Trustees, provided that the items are not under consideration at the time in collective negotiations between the parties or would otherwise violate provisions of applicable laws or regulations.

### **2.4 Use of Facilities**

Upon advance request, and depending upon availability, the Association will be granted, without cost, the use of College facilities, audio-visual equipment, and duplicating equipment. The Association shall reimburse the District, at District cost and upon District request, for all photocopying, printing, or document finishing services provided to the Association by the Reprographic Center; for any postage costs incurred by the Association; and for any long-distance telephone charges incurred by representatives of the Association acting upon the Association's business.

### **2.5 Personnel Files**

The Association shall have the right to review the personnel files of bargaining unit members upon the written authorization of the member or when the member accompanies the Association representative. The written authorization shall specify those documents to be reviewed. If possible, arrangements for review of said files shall be made in advance with the Human Resources Office.

### **2.6 Distribution of Agreement**

The District will compile 25 paper copies of the CBA (contract) for the Association and also post/maintain the CBA electronically within 45 days of ratification.

### **2.7 Dues and Agency Fee Deductions (Agency Fee will go into effect for the 2013-14 Academic Year)**

The District agrees to deduct dues and agency fees in certified, uniform amounts from the pay of bargaining unit members, and to pay to the Association's authorized state affiliate the normal and regular monthly membership dues and agency fees subject to the following conditions:

**2.7.1** Deductions for membership dues shall be made upon the submission in writing of a duly executed authorization by the unit member;

The District shall put into effect any new or changed dues deduction or agency fee during the month in which the request is submitted provided that the request was received by the District payroll office prior to the tenth calendar day of the month. Otherwise the District shall put into effect such requests in the following calendar month.

**2.7.2** Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

**2.7.3** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

The Boys and Girls Club of Brawley  
Cancer Resource Center of the Desert  
Humane Society of Imperial County  
Imperial Valley Literacy Volunteers of America  
Police Activities League (PAL) of Brawley, Calexico, or El Centro  
Sure Helpline Center  
Womanhaven

**2.7.4** To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive committee shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to one of the charitable organizations listed above. Such payment shall be made on or before the due date for cash dues/fees for each academic year.

**2.7.5** Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

**2.7.6** With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

**2.7.7** The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

## **2.8 Rosters**

The name, job title, work area, and salary information of each unit member shall be provided to the Association within thirty (30) calendar days of the beginning of each semester, or within thirty (30) calendar days of a new member's hire date. The home addresses and home telephone numbers of unit members as provided to the District by the unit members shall be provided to the Association within thirty (30) calendar days of the beginning of each semester, or within thirty (30) calendar days of a new member's hire date, unless the unit member expressly requests that this information not be released to the Association.

## **2.9 Stipend(s) for Representational Matters**

Reasonable release time shall be granted to designated Association representatives for the purposes of negotiations and the administration of this Agreement at no loss of salary or other benefits. The Superintendent/President or his designee may grant District Authorized Leave to Association representatives to attend to Association business or to participate in state or national affiliate conferences or conventions that are deemed to be beneficial to the District.

In addition, the District shall pay 240 hours per fiscal year at the current hourly rate for Association Representation time. The Association shall notify the District of the names of the unit members receiving this representation time at the start of each semester.

## **2.10 General Rights**

The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

## **ARTICLE 3           UNIT MEMBERS' RIGHTS**

### **3.1    General**

The District and the Association recognize the right of unit members to form, join, and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join, and participate in such activities.

### **3.2    Personnel Files**

The personnel files of each bargaining unit member shall be maintained in the District's Human Resources Office.

There shall be a single personnel file for each unit member.

Information of a derogatory nature maintained by the District or District's Administrators in a "working file," shall be destroyed eighteen (18) months after creation and shall not be used in any decision affecting the discipline, employment status or assignment of a unit member unless that information has been entered into the personnel file in accordance with the procedures below. This does not apply to items in the personnel file.

Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon.

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:

- Were obtained prior to the employment of the unit member involved.
- Were prepared by identifiable examination committee members.
- Were obtained in connection with a promotional examination.

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion and in no circumstances shall material be added that is over three (3) months old. Documents created within this three (3) months' time limitation shall not include references to other documents or events in excess of this three (3) month limitation.

The District is prohibited from basing decisions affecting the assignment, discipline, or status of employment of a unit member upon materials not contained in or events not referenced in the personnel file.

Access to a unit member's personnel file shall be limited to a "need to know" basis.



Access authorization must be obtained from either the Superintendent or Superintendent's designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

Members of the unit shall have the right to inspect materials in their personnel files upon request, at any off-duty time when the District's Human Resources Office is open. The District will provide to the unit member copies of the materials in his/her personnel files within five (5) working days of a written request.

Upon the written request of the unit member, the District agrees to remove and destroy any materials of a derogatory nature which have remained in the file for five (5) years, provided that there have been no documented actions of a similar nature to the original complaint in that five year period, and/or provided that no legal or disciplinary actions resulted from the original complaint that would necessitate the retention of the records.

### **3.3 Travel Expense Payment**

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services that have been pre-authorized by the District.

Mileage reimbursement can be claimed by unit members assigned to more than one area in the District on the same day. Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and College. The mileage rate will be such amount as allowed by IRS Regulations. Mileage does not have to be preauthorized.

### **3.4 Shared Office Space**

The district shall provide at least one common office spaces on the main campus for unit members to work and meet with students.

Unit members will have, without charge to the unit member, access to available secretarial support, printing and media equipment and supplies, e-mail accounts, Web pages and campus Internet, mailboxes, staff parking permits, identification, and library cards.

The District will provide table(s), chair(s), telephone(s), computer(s) with Internet access, for use by unit members.

### **3.5 Personal Property Liability Coverage**

The District shall protect bargaining unit members from loss of personal property while acting in the discharge of their duties. The District shall fully reimburse bargaining unit

members for such losses resulting from any property being lost, stolen, damaged, soiled, or destroyed only if the unit member has registered this property with the District Purchasing Department and the District Vice-President of Instruction or Vice-President of Student Services has agreed in writing that said personal property is necessary for completion of job duties for the District.

### **3.6 Notification of Full-Time Permanent and Temporary Faculty Positions**

The District shall send an electronic message (via IVC email) to all part-time faculty unit members five (5) days prior to the opening of a position for a Full-Time Permanent or Temporary Faculty position (FTP). The email will give a description of the position along with instructions on how unit members can express their interest in the position. There is no guarantee or promise of either an interview or appointment for these positions.

## **ARTICLE 4 DISTRICT RIGHTS**

- 4.1** All matters not specifically covered by this Agreement are reserved to the district. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 4.2** The legal, operational, geographical, and organizational structure of the district, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
- 4.3** The financial structure of the district, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.
- 4.4** The acquisition, disposition, number, location, types, and utilization of all district properties, whether owned, rented, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.
- 4.5** All services to be rendered to the public and to district personnel in support of the services rendered, including entering into contracts with private and public vendors for service to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; including educational, support, construction, maintenance, and repair services.

- 4.6 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.
- 4.7 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.
- 4.8 The selection, classification, direction, assignment, promotion, demotion, discipline, and termination of all personnel of the district; and equal employment opportunity policies and programs; and the determination as to whether and when a job opening exists. The job classifications, content and qualifications thereof.
- 4.9 The duties and standards of performance for all bargaining unit members, and whether any bargaining unit member adequately performs such duties and meets such standards.
- 4.10 The dates, times, and hours of operation of district facilities, functions, and activities, work schedules and the school calendar.
- 4.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
- 4.12 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the district even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the district's rights. The exercise of any right reserved to the district herein in a particular manner or the nonexercise of any such rights shall not be deemed a waiver of the district's right or preclude the district from exercising the right in a different manner.

## **ARTICLE 5           ACADEMIC FREEDOM**

Academic freedom is essential to the education of students and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their work functions.

## **ARTICLE 6 LEAVES**

### **6.1 Sick Leave**

All unit members shall be granted paid sick leave equal to one (1) hour for each lecture or lab hour assigned for each term (Fall, Winter, Spring, or Summer) where each hour consists of sixty (60) minutes, so that the total number of working hours per week is equal to the total number of sick leave hours granted for the semester.

Sick leave unused in one term will be accumulated indefinitely, and be made available to unit members in subsequent terms of employment. Sick leave shall be accumulated during any term the unit member works.

On the first service day of each term the District shall provide every unit member that member's total number of sick leave hours accumulated and the total number of sick leave days and hours available for the ensuing term.

Available sick leave may be used as of the first day of the term.

#### **6.1.1 Transfer of Accumulated Sick Leave**

Should the unit member leave the District and attain employment in any other California school or college district, all unused accumulated sick leave will be transferred to the other California school or college district upon the written request of the unit member. Should the unit member be hired full time by the District, all unused accumulated sick leave shall be transferred to the new position.

Unit members who have accumulated sick leave in another California school or college district may request the district of previous employment to send an official verification of the accumulated sick leave to the CHRO Imperial Valley College who shall, in turn, credit such leave to the unit member's sick leave balance.

#### **6.1.2 Use of Sick Leave**

An absence is defined as eligible for sick leave if the unit member is ill and unable to attend to duties, has an appointment with a medical or health care provider, must care for a close family member who is ill and unable to care for him/herself, or must take a close family member to an appointment with a medical or health care provider.

A unit member will notify by telephone and/or email the person or office designated by the District in writing to the unit member as the appropriate contact of absence due to illness as early as possible on the day the member knows s/he will be absent. For short-term absences due to illness that are anticipated to last less than one week, the unit member will notify by telephone and/or email the appropriate individual(s) each day of absence. In cases where the unit member knows that s/he shall be absent in advance due to a medical appointment, s/he shall notify the appropriate individuals as far in advance of the absence as is practical.

Unit members using sick leave shall return a Weekly Absence Report to the department or division no later than fourteen (14) calendar days after return from the absence.

### **6.1.3 Traditionally Delivered Classes**

In cases where the absence of the unit member will lead to the cancellation of more than one week, or the equivalent, of consecutive class meetings, the Dean in the instruction area will make every effort to obtain a substitute instructor for the course during the duration of the unit member's illness.

### **6.1.4 Non-teaching Assignments**

For non-teaching assignments, a unit member's sick leave will be charged for missed contract work hours, rounded to the nearest quarter (.25) hour in fifteen (15) minute increments. The hours shall be calculated by determining the exact number of minutes missed, deducting the full hours and then using the chart below to round to the nearest quarter hour.

MINUTES	HOURS
1 – 7	0
8 – 22	.25
23 – 37	.5
38 – 52	.75
53 – 60	1

### **6.1.5 Verification of Illness**

Employees shall verify any absence due to illness or injury that extends for a period of more than six (6) calendar days by providing a written statement from the employee's attending eligible medical or health care provider certifying illness or injury.

If the period of absence is anticipated to extend beyond two (2) weeks, the written statement by the eligible medical or health care provider shall include an expected return to work date. Upon the member's return to work, the District shall be provided a written statement containing a release from the eligible medical or health care provider stating that the employee is able to return to work with or without work restrictions. If work restrictions are specified as a condition of the employee's return to work, written verification from the attending eligible medical or health care provider will be provided stating the extent and duration of the restrictions.

## **6.2 Bereavement Leave**

Bereavement leave, with pay, of three (3) days per occurrence will be allowed to members of the bargaining unit for the death of anyone in the unit member's immediate family as defined below.

The District shall extend bereavement leave by an additional two (2) days if the unit member must travel out of state or more than five hundred (500) miles to attend a funeral of a member of the immediate family.

In individual cases and at his/her discretion, the Superintendent/President may enlarge the benefits of this section by granting additional days of bereavement leave, and may expand the class of relatives listed below as members of the immediate family.

Member of the immediate family, for the purpose of this section, shall mean the mother, father, child, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and/or the spouse or domestic partner of the unit member; and/or the son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, of the unit member; or any relative living in the immediate household of the unit member.

## **6.3 Personal Necessity/Personal Leave**

A member of the bargaining unit may, at his/her election, designate up to a maximum of 60% of granted sick leave for personal necessity.

## **6.4 Jury Duty or Witness Leave**

A unit member shall be granted a leave of absence with pay to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, or when regularly called for jury duty, upon presentation of the subpoena or official court summons to the Dean in the appropriate service area. The unit member should notify the appropriate Dean of the need for such leave as soon as possible after receiving such a summons or subpoena.

The unit member will receive compensation for such leave up to the amount of the difference between the unit member's regular earnings and any amount the unit member receives for jury or witness fees (Ed. Code §87035).

## **6.5 Industrial Accident and Illness Leave**

A member of the bargaining unit who has an accident or develops an illness which arises out of, and in the course and scope of, his or her employment by the District, and whose application for benefits is accepted by the District's compensation insurance carrier, shall be eligible for industrial accident and illness leave under these provisions.

Allowable leave for an industrial accident or illness shall be for the number of work days of temporary disability or shall be for not fewer than sixty (60) work days in a fiscal year during which the College is in session or when the unit member would otherwise have been performing work for the District.

Such leave shall commence on the first day of absence and shall not be accumulated from year to year. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only the remaining amount of unused leave originally granted for any one illness or injury.

During such leave the unit member shall endorse over to the District the temporary disability indemnity checks received as a result of the industrial accident or illness. The District, in turn, will issue to the unit member salary warrants for his/her full salary. Upon the termination of such a leave, the unit member will be entitled to sick leave in accordance with such provisions in this Agreement. The first day of sick leave shall be the workday immediately after the termination of the industrial accident or illness leave.

The parties agree to comply and act in accordance with appropriate statutory provisions relative to industrial accidents and illnesses (Ed. Code §87042, §87043, §87787).

## **6.6 District Authorized Leave**

The Superintendent/President, or his designee, may grant unit members leave from their regular contract assignments to attend to business, or participate in events, deemed to be of interest and value to the District. Such leave may be granted for activities taking place on campus, or for activities away from campus that take a member away from his/her regular duties. A unit member participating in such an event does not incur any deductions to his/her accumulated personal necessity leave; neither is there any reduction in pay, even if a substitute instructor is acquired for the duration of the leave. District Authorized Leave may be granted for any length of time, though it is designed for participation in non-recurring short-term events or activities.

A unit member shall submit a request in writing for District authorized leave, to the Superintendent/President or his designee, at least one month or as soon as practical in advance of the leave, whenever possible. The request should fully explain the nature of the event or activity being attended and why it should be designated as District Authorized Leave. If there are any costs associated with the event or activity, a separate request for reimbursement of costs must be submitted in advance.

## **6.7 Part-Time Faculty Catastrophic Leave Program**

A member of the bargaining unit may donate accumulated sick leave to another unit member, or to any other eligible employee of the Imperial Valley Community College District in the case of catastrophic illness or injury, according to the following regulations.

For the purpose of this section, catastrophic illness or injury means an illness of injury

that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Eligible sick leave credits may be donated to another employee for a catastrophic illness or injury if all of the following requirements are met:

1. the employee who is, or whose family member is, suffering from a catastrophic illness or injury requests in writing that eligible leave credits be donated and indicates to the District the approximate number of leave credits needed;
2. the employee provides verification of catastrophic injury or illness to the District by providing written documentation from the attending medical/health care provider and the District verifies that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury;
3. the employee has exhausted all accrued paid leave credits.

If these conditions are met, and the District approves the transfer of eligible leave credits, any unit member may, upon giving written notice to the District, donate accumulated contract sick leave credits at a minimum of three (3) hours and in one (1) hour increments thereafter.

The maximum amount of time for which donated leave credits may be used by the receiving unit member is not to exceed the remainder of the current college term.

The employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue prior to receiving donated leave credits.

All transfers of eligible leave credit are irrevocable.

The District shall establish such policies and create such forms to implement this program; such forms shall explain the full terms of the program and the irrevocable nature of the transfer, and require the signature(s) of the participating unit member(s) (Ed. Code §87045).

## **ARTICLE 7            SAFETY**

### **7.1    General**

The District agrees to provide safe conditions under which unit members are required to work. The District agrees to comply with standards prescribed by applicable federal,



state, and local laws, regulations, and ordinances affecting the safety of unit members.

The District shall communicate in writing the health and safety procedures of the District to unit members once each fiscal year during the Faculty and Staff Orientation in August or whenever substantial changes are made to said procedures during the fiscal year. Unit members agree to follow all health and safety procedures of the District.

Members of the bargaining unit agree to report any unsafe conditions, in writing, as soon as practical after they become aware of said conditions, to the CHRO and to give recommendations for remediation where appropriate.

The District agrees to respond in writing within five (5) working days to any unit member who makes such a written report of an unsafe working condition. Such response shall explain the District's evaluation of the working condition, the intent and plan for remedy of the unsafe working condition if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity and potential bodily harm of the unsafe condition shall be of paramount importance. There shall be no reprisals by the District on unit members who report safety concerns.

## **7.2 Emergency Procedures**

The District shall develop policies and procedures for emergency situations. The appropriate procedures for notification and response during emergency conditions shall be communicated to the unit members in written form once each fiscal year during the Faculty and Staff Orientation in August or whenever substantial changes are made to these procedures during the fiscal year.

Members of the bargaining unit agree that in the case of a declared natural disaster emergency which results in the modification of the academic calendar, service days will be adjusted to meet the required student contact hour requirements without additional compensation.

## **ARTICLE 8 EVALUATION OF UNIT MEMBERS**

### **8.1 General**

**8.1.1** All information is confidential.

**8.1.2** A pre-evaluation meeting is encouraged but not required.

**8.1.3** The substance of the evaluation is not subject to grievance, but the evaluation process is.

**8.1.4** The evaluator shall be the Vice President for Academic Services, the appropriate

Dean, or a designated full-time tenured faculty member from the same or a related discipline as the unit member.

- 8.1.5** Each semester the division chair will forward a list of names of the unit members to be evaluated and the name of the evaluator for each unit member.
- 8.1.6** A new unit member shall be evaluated during their first year of employment. Thereafter, they will be evaluated every three years.
- 8.1.7** If there is a break in service of two academic years, the unit member will be evaluated within the first year of re-employment.

## **8.2 Evaluation Procedure**

- 8.2.1** The decision as to the ingredients and objectives of the evaluation, the time of the classroom observation, and the time for the post-evaluation conference may be set at a pre-evaluation conference or if no pre-evaluation conference is requested by the unit member, by mutual agreement of the unit member and evaluator. The evaluation shall include provisions related to the faculty member's knowledge of, and participation in, presenting and assessing student learning outcomes.
- 8.2.2** If the pre-evaluation conference is requested, the unit member and evaluator must fill out a pre-evaluation form.
- 8.2.3** The classroom observation will take place within 25 days of the pre-evaluation conference or of the mutual agreement referred to in 8.2.1 above.
- 8.2.4** The length of the classroom observation is to be one 50-minute period but may be lengthened or shortened by mutual consent of the unit member and the evaluator.
- 8.2.5** The evaluator must complete all forms during or immediately following the classroom observation; notes may be taken during the visit.
- 8.2.6** The evaluator must discuss the evaluation results with the unit member at a post-evaluation conference, which must be held within twenty (20) workdays of the classroom observation.
- 8.2.7** In the post-evaluation conference, the evaluator and unit member may agree to changes to what has been written on the evaluation form. In this case, the redrafted form shall be submitted to the unit member within five (5) workdays.
- 8.2.8** A copy of the final, signed evaluation forms shall be given to the unit member and the original evaluation form will be placed in the unit member's personnel file by May 15 of the academic year. The May 15 deadline may be extended by mutual consent of the unit member and the evaluator.

- 8.2.9** The District shall supply the student evaluation forms which are available in the faculty lounge and district website.
- 8.2.10** The unit member has the option to discuss student evaluations with the evaluator at the post-evaluation conference.
- 8.2.11** The unit member has the option whether or not to place student evaluations or references in his/her personnel file.

## **ARTICLE 9                    GRIEVANCE PROCEDURES**

### **9.1      Purpose**

The purpose of this procedure is to provide an orderly method of resolving grievances, as promptly as possible, that arise under this Agreement.

### **9.2      Definitions**

A "grievance" is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this Agreement.

A "grievant" is (1) a member of the bargaining unit, (2) a group of members, or (3) the Association, any one of which alleges a violation, misapplication, or misinterpretation of this Agreement.

A "workday" is any day during which the administrative offices of the District are open for business.

### **9.3      Rights**

#### **9.3.1    Informal Resolution**

At any time during this procedure, the parties through mutual agreement may meet informally in an attempt to resolve the grievance.

#### **9.3.2    Representation**

At any and all times throughout the grievance process the grievant shall have the right to representation by the Association or by any other representatives of the grievant's choice. A grievant may choose self-representation or representation by the Association.

#### **9.3.3    Timeliness**

It is mutually agreed that grievances should be processed as rapidly as possible. Time limits shall begin the day following the filing of the grievance. If a

grievance is not processed by the grievant in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision rendered. Time limits specified herein may be altered by the mutual, written consent of the parties.

#### **9.3.4 Notification**

The Association has the right of notification and participation in all grievances, whether the grievant requests representation by the Association or not, and whether the Association intends to take a stated position with regard to the grievance or not.

When a supervising administrator is notified of the intent by a unit member to resolve a grievable situation at level one, the administrator will contact the Association president and/or grievance officer with information about the grievance and the Association shall be given the opportunity to attend the level one informal meeting.

The Association has the right to participate in all grievance hearings and will be forwarded copies of all documentation generated through the grievance process levels two through four.

#### **9.3.5 Grievant Release Time**

The grievant must be present at all times in conferences held for the purpose of resolving the grievance. Efforts shall be made by all parties to schedule grievance conferences at times that do not conflict with teaching faculty members' teaching schedules. However, upon request the grievant and his/her representative(s) shall be granted District Authorized Leave to present his/her grievance during his/her regularly scheduled hours of work without loss of pay if this is the only time mutually available for grievance processes. Association members serving as representatives or participants in a grievance shall also be granted District Authorized Leave upon request.

#### **9.3.6 Grievance Witnesses**

The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant. Any employee witnesses required to appear in connection with this article shall be granted District Authorized Leave to present their testimony and shall suffer no loss of pay during the time required for testimony.

#### **9.3.7 Documentation**

Forms for grievance proceedings shall be those attached to this document as Exhibit A.

Decisions rendered in writing shall set forth the decision and the reason(s), and the decision will be transmitted promptly.

Any records pertaining to a grievance shall be kept in a District file separate from the grievant's official personnel file. The grievant may examine his/her file at any off-duty time.

### **9.3.8 No Reprisals**

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

## **9.4 General Provisions**

### **9.4.1 Group Grievance**

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.

### **9.4.2 Policy Grievance**

If the grievance involves District-wide policy, practice or interpretation of this agreement, the grievance may be submitted at Level Two.

## **9.5 Procedure**

### **9.5.1 Level One-Informal**

Within twenty (20) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the appropriate supervising administrator to attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

### **9.5.2 Level Two-Formal**

If the alleged grievance is not resolved at the informal level, the grievant may within ten (10) workdays of the informal meeting submit a formal, written grievance to the CHRO.

The written grievance shall set forth in a clear and concise manner the contract provision(s) alleged to have been violated, the circumstances involved, and the specific remedy sought.

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the CHRO shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

The CHRO shall have five (5) workdays after the formal meeting in which to render a written decision to the grievant.

If the grievance is not resolved at this level, or if the CHRO has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

The written appeal to Level Three shall include a copy of the original alleged grievance, the decision rendered at Level Two, if any, and the reasons for the appeal.

### **9.5.3 Level Three – Superintendent/President**

Within ten (10) workdays of the filing of the appeal to Level Three, the grievant and the Superintendent/President shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

The Superintendent/President shall have five (5) workdays after this meeting in which to render a decision to the grievant. If the grievance is not resolved at this level, or if the Superintendent/President has not rendered a decision within the five (5) workday time limit, the Association may request binding arbitration in writing to the Superintendent/President within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

### **9.5.4 Advisory Arbitration**

Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of Arbitrators from the State Mediation & Conciliation Service (SMCS). The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one-half (1/2) of any charges required by the SMCS for services rendered.

The arbitrator's decision shall be in writing and shall set forth the findings of fact,

reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to recommend any award, financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be advisory only. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room and court reporter, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

#### **9.5.5 Level Four – Board of Trustees**

After receipt of the appeal, the matter will be set for hearing at the next regularly scheduled Board of Trustees meeting for which it can be properly placed on the agenda. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District. At the discretion of the grievant, the hearing on the appeal may be held either in public or in closed session. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

Within five (5) workdays of this hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance. The decision of the Board shall be final.

## **ARTICLE 10 WORKLOAD**

### **10.1 Load**

The maximum load for unit members in fall and spring semesters is 67% of a full-time faculty member's annual load. There is no maximum load for unit members in winter or summer intersessions.

### **10.2 General Assignment Procedure**

Seniority is determined by original date of hire as part-time faculty, not prior service with the District as full-time faculty, administrators, or classified personnel. If two or more unit members have the same hire date, their seniority placement will be determined by the drawing of lots. If a unit member is not employed for twenty-four (24) months, they shall lose their seniority hire date, and if rehired, their new hire date will be their seniority date.

All unit members in a given discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on. If a unit member possesses qualifications to work in multiple disciplines, the unit member shall notify the Human Resources Department of said qualifications and upon verification be added to the seniority list of the additional disciplines.

Once class(es) and/or hours have been assigned to Full-Time Faculty by the end of the fall, spring, winter intersession and summer semester, Full-Time Faculty shall not be entitled to bump a part-time faculty member in order to obtain an overload assignment. In the case where a full-time faculty needs to bump part-time faculty after the original scheduling process to make load, the bumping shall be in reverse seniority order.

#### Course Assignment Procedure

For each fall and spring semester and for the winter intersession and the summer session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students.

Department Chairpersons will offer to all qualified unit members in their divisions or departments the opportunity to select course assignment(s) according to the following procedure after full time unit members have selected their assignments, utilizing a priority selection system based upon seniority.

1. The Division Chair or designee shall notify all unit members on their seniority list of the date that the course selection shall begin at least five work days prior to the selection process. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select up to the maximum amount of load allowed by law (67% of a full-time faculty load). If the unit member doesn't respond within two business days, they may be skipped for that round of scheduling.
2. The list will then be passed on to all the remaining unit members in order, with each selecting courses as outlined above.
3. Once all the unit members have selected their course(s), the list, if any courses are remaining, will return to the member ranked 1, who will then select one additional course if desired.
4. The rounds will continue in order until all courses are selected or unit members have met the 67% of a full time load legal maximum. If any courses remain unselected, then the Department Chairperson will offer the



courses to qualified unit members outside the discipline, if any, and/or new hires.

5. Unit members assigned a course may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

### **10.3 Non-Teaching Faculty Assignment Procedure**

Currently employed unit members in non-teaching assignments shall be offered the maximum amount of hours allowable by law in order of seniority prior to hiring additional non-teaching unit members. In the case where a full-time faculty needs to bump part-time faculty after the original scheduling process, the bumping shall be in reverse seniority order. Unit members assigned hours may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

### **10.4 Class Size**

It is the intent of the parties that present class size quotas for all classes offered within the District shall continue for the duration of this Agreement.

The minimum class size quota for traditionally delivered courses shall be twenty-eight (28) students per class except in cases where student safety or government regulations require a smaller class size. The maximum class size quota shall be forty-five (45) students per class. In all cases, class size quotas for individual courses shall be set based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

The minimum and maximum class size quota for online courses shall be based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

In order to avoid the cancellation of a class during a given semester or session, a class must achieve an enrollment equal to at least 60% of class size quota or 17 students, whichever is less. The Vice President for Academic Services can waive this requirement upon his/her discretion for reasons including, but not limited to, the following:

1. If a small group of students needs a certain course for graduation or program completion and no substitute course is available;
2. If a new course is inaugurated and it is believed that continuing the course with a small number of students will enhance the potential growth of the course;
3. If a course is offered that is an important part of the curriculum (e.g. part of a Program Pathway) and the instructor's class sizes in other assigned courses are above average;

4. If it is deemed wise to offer special studies, individual studies, and honors courses which naturally have a small class size.

Unit members whose classes are below the class size quota on the first day of instruction are expected to add any additional students who apply to add or “crash” the course at the first class meeting, up to the class size quota. Unit members are encouraged to add additional students up to the class quota after the first class meeting but before the District’s established add deadline, if the unit member feels it is academically appropriate.

Unit members whose classes are below the maximum class size quota are expected to add any additional students who apply to add or “crash” the course through the end of the late registration process.

### **10.5 Large Quota Classes**

Upon the approval of the Vice President for Academic Services, certain courses may be designated as large quota classes, and the course enrollment limits during the computer pre-registration period shall reflect such large quota designation.

Divisions and departments will determine which, if any, courses within their curriculum are appropriate for potential large quota enrollment based upon academic, practical, and/or legal considerations. They will indicate the appropriateness of a given course for large quota enrollment on the official course outline of record. The approval of this change to the official course outline of record must follow the established practices and procedures of the Curriculum Committee. The Vice President for Academic Services, along with the appropriate Department Chairpersons and Deans, shall be responsible for ensuring that the individual classes designated in any given semester for large quota enrollment are those that have been approved as such on the official course outline of record.

Instructors who agree to teach a large quota class will be entitled to extra financial compensation based upon the following formula:

Quota to 25% over quota	No additional compensation
26% to 50% over quota	Additional compensation equal to one-third of the hourly rate for the course
51% to 75 % over quota	Additional compensation equal to two-thirds of the hourly rate for the course
76% to 100% over quota	Additional compensation equal to the full hourly rate for the course

Under no circumstances will an instructor be allowed to enroll a class at greater than 100% over, or double quota.

The compensation formula will be based upon the verified total enrollment in the course as per the official census count. Any instructor who is found to have intentionally inflated the census count by not eliminating non-attending students will receive no additional compensation.

On or after the first day of the semester, if sufficient student need exists, the Vice President for Academic Services in consultation with the appropriate deans or department chairs and affected unit members, may designate additional courses as large quota classes, and instructors may then initiate over-quota adds to achieve additional compensation.

Under no circumstances will an instructor add students to a course if there is insufficient physical space to accommodate the students, the increased enrollment exceeds the maximum allowable occupancy of the room as established by the appropriate governmental agency, there are insufficient student desks to accommodate all the students, or adding additional students would create an unsafe condition for the students.

All unit members who are qualified to teach a class that has been approved for large quota must be given the opportunity to do so upon their request and if sufficient classroom space is available. Priority for approval of requests to teach large quota courses will be given based upon a revolving seniority system, where the most senior qualified member will have the first priority, but will move to the bottom of the priority list for the subsequent semester and will only come back up to first priority after all other qualified members have had the opportunity, whether they exercised it or not, to teach a large quota class.

## **10.6 Classroom Assignments**

Upon the approval of the Vice President for Academic Services, or designee, multiple sections of the same course may be assigned for lecture purposes in the large lecture halls. Unit members teaching these combined sections will receive the same compensation as they would have had the sections been offered in separate classrooms.

## **10.7 Final Grades**

Unit members are required to submit final grades and all accompanying documentation for each semester and session in a timely and accurate manner following the procedures established by the Vice President for Academic Services. Unit members must submit all grades by 5:00 p.m. on the seventh calendar day excluding weekends and holidays, following the last day of the semester or session, unless the member has been granted an extension by the Vice President for Academic Services or the grade submission deadline is extended by the Vice President for Academic Services.

## **ARTICLE 11            DISCIPLINE**

### **11.1    General**

The parties recognize that unit members do not accrue permanency under California law. Unit members not rehired at the start of a semester shall not be considered to have been dismissed.

Unit members may receive disciplinary notice, at various levels, for any reason that the supervisor and District find appropriate. However, dismissal after the start of a semester or session should occur for one of the following causes:

1. Immoral or unprofessional conduct.
2. Dishonesty.
3. Unsatisfactory performance.
4. Evident unfitness for service.
5. Physical or mental condition that makes him or her unfit to instruct or associate with students.
6. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
7. Conviction of a felony or of any crime involving moral turpitude.
8. Conduct specified in Section 1028 of the Government Code.

### **11.2    Progressive Discipline**

Although any of the following may be issued based on the type of issue(s) and determined severity, disciplinary action generally follows the process below:

- Step 1: Written Warning
- Step 2: Suspension (either with or without pay)
- Step 3: Dismissal

At any step during a disciplinary action meeting, the unit member may request that a representative of the Association be present or the unit member may choose to employ legal counsel on his/her behalf, at his/her own cost.

At steps 2 or 3 the unit member may choose to respond in writing to the accusation and have such response attached to the District's paperwork.

Unit member shall be provided copies all relevant information/paperwork upon which the decision to suspend or dismiss was reached in order to prepare a response in his/her defense. A unit member may request (in writing) to meet with the CHRO to present their defense (including evidence), who shall arrange for a meeting within fifteen (15) work days of the disciplinary issuance. The CHRO shall make a final written determination based on all evidence provided and notify the unit member of that determination within five (5) work days of such meeting. If the unit member believes that the process has been violated, they may pursue a grievance.

## **ARTICLE 12           COMPLAINTS**

Complaints involving charges of harassment, crime (whether misdemeanor or felony), or charges of discrimination are explicitly excluded from consideration under this Article. Such charges shall be pursued under appropriate laws, policies and procedures.

If a unit member has a complaint about another unit member or another employee of the District, they shall use the Employee Conflict Resolution process outlined on the District website. An example of an Employee Conflict Resolution Form is attached as Exhibit B.

If a student files a written complaint against an unit member as outlined in the General Catalog under "Imperial Valley College Student Complaint Policy" the unit member shall be given a copy of the written complaint by the District prior to any interview or discussion about the complaint with the unit member.

Complaints which are withdrawn or shown to be false shall neither be placed in the complained-against unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member. Unit members who knowingly make false complaints may be subjected to disciplinary action by the District.

## **ARTICLE 13           SALARY**

**13.1** Unit members shall be paid \$55.00 per hour beginning August 19, 2013 and \$60.00 per hour beginning the first day of the fall semester in 2014. Unit members who are assigned tasks directly related to their primary position responsibilities shall be compensated at their regular hourly rate (e.g. development of SLOs /SAOs.).

**13.2** Unit members who chose to or participate in other pre-approved activities which are not a part of their normal primary position duties (e.g. attending the annual convocation, training sessions, meetings, screening/interview committees, etc.) shall be paid a rate of 50% of their regular hourly rate (e.g. \$55.00 X .50% = \$27.50). Reported time for these types of activities shall also be rounded to the nearest 15 minute (quarter hour) interval.

**13.3** Unit members who teach non-credit courses shall be paid at a rate of \$43.00 per hour in 2013-14 (effective August 19, 2013) and \$46.00 in 2014-15 (effective July 1, 2014).

#### **ARTICLE 14 RETIREMENT**

Unit members may elect the STRS Defined Benefit (DB), STRS Cash Balance (CB) plan, or Social Security at the time of employment with the District. Unit members who elect the CB option may elect enrollment in the DB plan at any time by completing the required permissive election form which can be obtained from the Human Resources Office. Once a member elects the DB plan with the District, the election is irrevocable.

The District shall report 525 hours to STRS as one year of service credit.  
Unit members may voluntarily contribute to a 403b or 457 plan via pre-tax payroll deduction.

#### **ARTICLE 15 MAINTENANCE OF STANDARDS**

The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the District, except as provided above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.

The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.

The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

#### **ARTICLE 16 SAVINGS AND STATUTORY CHANGES**

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Improvements, reductions, and/or eliminations in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

**ARTICLE 17 EFFECT AND TERMS OF AGREEMENT**

This Agreement shall constitute the full and complete commitment between the parties and shall supersede any District rules, regulations, or practices contrary to or inconsistent with, its terms.

In the event the District intends to modify any rules, regulations, or practices that directly relate to matters within the scope of this Agreement, the District shall notify the Association prior to implementation and shall meet and negotiate with the Association upon the written request of the Association.

This Agreement shall become effective upon ratification and shall continue in effect up to and including June 30, 2015.

The contract term is for 2013-14 and 2014-15, with reopeners for Article 12 (Salary) and up to two additional articles by either party if initial proposals are “sunshined” by April 1<sup>st</sup>.

If the parties do not amend this Agreement, it shall continue in effect year by year.

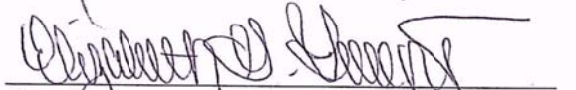
**The District and Association agree with the aforementioned changes to the collective bargaining agreement only pending ratification by the Association membership and the Board of Trustees.**


**Association**

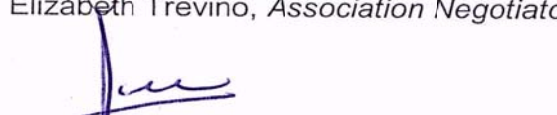
**District**


  
Michael Capeci, Association Negotiator

  
John Lau, District Negotiator

  
Elizabeth Trevino, Association Negotiator

  
Travis Gregory, District Negotiator

  
Jeronimo Garay, Association Negotiator

  
Dr. Victor Jaime, District Superintendent

  
Norma Scott, Association President, negotiator

# EXHIBITS TO THE AGREEMENT



**IMPERIAL VALLEY COLLEGE**  
**GRIEVANCE FORM**

As per Article 9 of the Agreement between the Imperial Community College District and the IVCPTFA/CCA/CTA/NEA, a grievance is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of the contract.

Within twenty (20) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the appropriate supervising administrator to attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

Name of Grievant \_\_\_\_\_

Position of Grievant \_\_\_\_\_

Date and Time of Incident Giving Rise to the Grievance \_\_\_\_\_  
(Date) (Time)

**LEVEL ONE: Informal Meeting with Appropriate Supervising Administrator**

\_\_\_\_\_  
(Date) (Name of Supervising Administrator)

I, the grievant attest that I met with the above named administrator on the above date, and my grievance was not resolved to my satisfaction. I wish to proceed to Level Two of the grievance procedure.

\_\_\_\_\_  
(Date) (Signature of Grievant) (Name of Grievant)

**GRIEVANCE LEVEL TWO: Appeal to Chief Human Resources Officer (CHRO)**

If the alleged grievance is not resolved at the informal level, the grievant may within ten (10) workdays of the informal meeting submit a formal, written grievance to the CHRO.

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the CHRO shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

**Article(s) and Section(s) of Contract Allegedly Violated:**

**Statement of Facts:** (please include as much specific and detailed information as possible)

**Relief Requested:** (please include specific relief (financial or other) requested)

\_\_\_\_\_ (Date)                      \_\_\_\_\_ (Signature of Grievant)                      \_\_\_\_\_ (Name of Grievant)

**Delivered to the Chief Human Resources Officer (CHRO)**

**Received By** \_\_\_\_\_ **Date** \_\_\_\_\_

The CHRO shall have five (5) workdays after the formal meeting in which to render a written decision to the grievant.

**Decision of CHRO:** Attached separately (to include date delivered to Grievant and IVCPTFA Representative).

**GRIEVANCE LEVEL THREE: Appeal to Superintendent/President**

If the grievance is not resolved at level two, or if the CHRO has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

Within ten (10) workdays of the filing of the appeal to Level Three, the grievant and the Superintendent/President shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

Please include all documentation submitted in Level Two and include the decision of the CHRO

**Delivered to Superintendent/President**

Received By \_\_\_\_\_ Date \_\_\_\_\_

**Reason for Appeal:** (describe here in as much detail as possible why you believe the Level Two decision was incorrect and should be reversed)

**Signature of Grievant or IVCPTFA Representative** \_\_\_\_\_

The Superintendent/President shall have five (5) workdays after the meeting in which to render a decision to the grievant.

**Decision of Superintendent/President:** Attached separately (to include date delivered to Grievant and IVCPTFA Representative).

**GRIEVANCE LEVEL FOUR: Appeal to Board of Trustees**

If the grievance is not resolved at level three, or if the Superintendent/President has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

After receipt of the appeal, the matter will be set for hearing at the next regularly scheduled Board of Trustees meeting for which it can be properly placed on the agenda. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District. At the discretion of the grievant, the hearing on the appeal may be held either in public or in closed session. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

Please include all documentation submitted in Levels Two and Three and include the decisions of the CHRO and of the Superintendent/President

**Delivered to Board of Trustees (by delivery to the Executive Secretary of the Superintendent/President):**

Received By \_\_\_\_\_ Date \_\_\_\_\_

**Reason for Appeal:** (describe here in as much detail as possible why you believe the Level Three decision was incorrect and should be reversed)

**Signature of Grievant or IVCPTFA Representative**\_\_\_\_\_

Within five (5) workdays of this hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance.

**The decision by the Board of Trustees is final.**

## EMPLOYEE CONFLICT RESOLUTION FORM

This form is meant to serve as an optional way to allow employees to help informally resolve conflicts that don't rise to the level of discrimination, sexual harassment, or contract grievances. Those types of complaints have specific procedures, mandated by law, and you should contact the Human Resources office for assistance.

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

Position: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Please outline the concern(s), which resulted in your decision to initiate this process. Specific examples / dates detailing your concern(s) are encouraged. Ensure to include the impact it has on the work environment. Feel free to attach additional pages if more space is necessary.

What specific remedies would help resolve this issue?

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Upon completion, submit to Human Resources. The form will then be forwarded through your chain of command. **Within 15 working days** the supervisor /administrator will respond to you in writing and will ask you to indicate if the issue has been resolved to your satisfaction (simply circle "Yes" or "No" below).

Date received in Human Resources _____	Received by _____	
Date submitted to Immediate Supervisor _____	Received by _____	Resolved: Yes No
Date submitted to area Administrator _____	Received by _____	Resolved: Yes No
Date submitted to area Vice President _____	Received by _____	Resolved: Yes No
Date submitted to President/Superintendent _____	Received by _____	Resolved: Yes No

TO: IVCPTFA  
FROM: Imperial Community College District  
DATE: August 27, 2013  
SUBJECT: Tentative Agreement 2013-2014 & 2014-2015

*The current collective bargaining agreement (CBA) shall remain status-quo with the exception of the following:*

### **Unit Member rights**

#### **Notification of Full-Time Permanent and Temporary Faculty positions**

- 3.6** The District shall send an electronic message (via IVC email) to all part-time faculty unit members five (5) days prior to the opening of a position for a Full-Time Permanent or Temporary Faculty position (FTP). The email will give a description of the position along with instructions on how unit members can express their interest in the position. There is no guarantee or promise of either an interview or appointment for these positions.

### **Evaluation Procedure**

- 8.2.1** The decision as to the ingredients and objectives of the evaluation, the time of the classroom observation, and the time for the post-evaluation conference may be set a pre-evaluation conference or if no pre-evaluation conference is requested by the unit member, by mutual agreement of the unit member and evaluator. The evaluation shall include provisions related to the faculty member's knowledge of, and participation in, presenting and assessing student learning outcomes.

## **ARTICLE 10 WORKLOAD**

### **10.1 Load**

The maximum load for unit members in Fall and Spring semesters is 67% of a full-time faculty member's annual load. There is no maximum load for unit members in Winter or Summer intersessions.

### **10.2 General Assignment Procedure**

Seniority is determined by original date of hire as part-time faculty, not prior service with the District as full-time faculty, administrators, or classified personnel. If two or more unit members have the same hire date, their seniority placement will be determined by the drawing of lots. If a unit member in not

employed for twenty-four (24) months, they shall lose their seniority hire date, and if rehired, their new hire date will be their seniority date.

All unit members in a given discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on. If a unit member possesses qualifications to work in multiple disciplines, the unit member shall notify the Human Resources Department of said qualifications and upon verification be added to the seniority list of the additional disciplines.

Once class(es) and/or hours have been assigned to Full-Time Faculty by the end of the fall, ~~and/or~~ spring, winter intersession and summer semester, Full-Time Faculty shall not be entitled to bump a part-time faculty member in order to obtain an overload assignment. In the case where a full-time faculty needs to bump part-time faculty after the original scheduling process to make load, the bumping shall be in reverse seniority order.

#### Course Assignment Procedure

For each fall and spring semester and for the winter intersession and the summer session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students.

Department Chairpersons will offer to all qualified unit members in their divisions or departments the opportunity to select course assignment(s) according to the following procedure after full time unit members have selected their assignments, utilizing a priority selection system based upon seniority.

1. The Division Chair or designee shall notify all unit members on their seniority list of the date that the course selection shall begin at least five work days prior to the selection process. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select up to the maximum amount of load allowed by law (67% of a full-time faculty load). If the unit member doesn't respond within two business days, they may be skipped for that round of scheduling.
2. The list will then be passed on to all the remaining unit members in order, with each selecting courses as outlined above.
3. Once all the unit members have selected their course(s), the list, if any

courses are remaining, will return to the member ranked 1, who will then select one additional course if desired.

4. The rounds will continue in order until all courses are selected or unit members have met the 67% of a full time load legal maximum. If any courses remain unselected, then the Department Chairperson will offer the courses to qualified unit members outside the discipline, if any, and/or new hires.
5. Unit members assigned a course may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

### 10.3 Non-Teaching Faculty Assignment Procedure

Currently employed unit members in non-teaching assignments shall be offered the maximum amount of hours allowable by law in order of seniority prior to hiring additional non-teaching unit members. In the case where a full-time faculty needs to bump part-time faculty after the original scheduling process, the bumping shall be in reverse seniority order. Unit members assigned hours may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

Remainder of article remains unchanged.

### **10.4 Class Size**

It is the intent of the parties that present class size quotas for all classes offered within the District shall continue for the duration of this Agreement.

The minimum class size quota for traditionally delivered courses shall be twenty-eight (28) students per class except in cases where student safety or government regulations require a smaller class size. The maximum class size quota shall be forty-five (45) students per class. In all cases, class size quotas for individual courses shall be set based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

The minimum and maximum class size quota for online courses shall be based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

In order to avoid the cancellation of a class during a given semester or session, a class must achieve an enrollment equal to at least 60% of class size quota or 17 students,



whichever is less. The Vice President for Academic Services can waive this requirement upon his/her discretion for reasons including, but not limited to, the following:

1. If a small group of students needs a certain course for graduation or program completion and no substitute course is available;
2. If a new course is inaugurated and it is believed that continuing the course with a small number of students will enhance the potential growth of the course;
3. If a course is offered that is an important part of the curriculum (e.g. part of a Program Pathway) and the instructor's class sizes in other assigned courses are above average;
4. If it is deemed wise to offer special studies, individual studies, and honors courses which naturally have a small class size.

Unit members whose classes are below the class size quota on the first day of instruction are expected to add any additional students who apply to add or “crash” the course at the first class meeting, up to the class size quota. Unit members are encouraged to add additional students up to the class quota after the first class meeting but before the District’s established add deadline, if the unit member feels it is academically appropriate.

Unit members whose classes are below the maximum class size quota are expected to add any additional students who apply to add or “crash” the course through the end of the late registration process.

(This section shall mirror the Full Time Faculty CBA)

## **Discipline**

### **11 General**

The parties recognize that unit members do not accrue permanency under California law. Unit members not rehired at the start of a semester shall not be considered to have been dismissed.

Unit members may receive disciplinary notice, at various levels, for any reason that the supervisor and District find appropriate. However, dismissal after the start of a semester or session should occur for one of the following causes:

1. Immoral or unprofessional conduct.
2. Dishonesty.
3. Unsatisfactory performance.

4. Evident unfitness for service.
5. Physical or mental condition that makes him or her unfit to instruct or associate with students.
6. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
7. Conviction of a felony or of any crime involving moral turpitude.
8. Conduct specified in Section 1028 of the Government Code.

## 2. **Progressive Discipline**

Although any of the following may be issued based on the type of issue(s) and determined severity, disciplinary action generally follows the process below:

Step 1: Written Warning

Step 2: Suspension (either with or without pay)

Step 3: Dismissal

At any step during a disciplinary action meeting, the unit member may request that a representative of the Association be present or the unit member may choose to employ legal counsel on his/her behalf, at his/her own cost.

At steps 2 or 3 the unit member may choose to respond in writing to the accusation and have such response attached to the District's paperwork.

Unit member shall be provided copies all relevant information/paperwork upon which the decision to suspend or dismiss was reached in order to prepare a response in his/her defense. A unit member may request (in writing) to meet with the CHRO to present their defense (including evidence), who shall arrange for a meeting within fifteen (15) work days of the disciplinary issuance. The CHRO shall make a final written determination based on all evidence provided and notify the unit member of that determination within five (5) work days of such meeting. If the unit member believes that the process has been violated, they may pursue a grievance.

## **Salary**

**12.1** Unit members shall be paid \$55.00 per hour beginning August 19, 2013 and \$60.00 per hour beginning the first day of the fall semester in 2014. Unit members who are assigned tasks directly related to their primary position responsibilities shall be compensated at their regular hourly rate (e.g. development of SLOs /SAOs,).

**12.2** Unit members who chose to or participate in other pre-approved activities which are not a part of their normal primary position duties (e.g. attending the annual convocation, training sessions, meetings, screening/interview committees, etc.) shall be paid a rate of 50% of their regular hourly rate (e.g.  $\$55.00 \times .50\% = \$27.50$ ). Reported time for these types of activities shall also be rounded to the nearest 15 minute (quarter hour) interval.

**12.3** Unit members who teach non-credit courses shall be paid at a rate of \$43.00 per hour in 2013-14 (effective August 19, 2013) and \$46.00 in 2014-15 (effective July 1, 2014).