

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.

2.7.2 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

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

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.

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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

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
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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.

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

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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

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

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

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

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

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 cla cla

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 sav0uyenlarqualifiedTD.0rstter an

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

ARTIC

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

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)

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

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).

TO: IVCPTFA
FROM: Imperial Community College District
DATE: August 27, 2013

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

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

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 X .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).