

**Tentative Agreement Between
IVC CCA/CTA/NEA and Imperial Community College District
May 4, 2016
On Changes to the 2015-2017 Collective Bargaining Agreement**

6.1 Sick Leave

6.1.1 Contract Sick Leave

Members of the bargaining unit will be granted twelve (12) days contract sick leave with pay based upon the following schedule for each fiscal year, all such leave to be credited and made available on the first contract service day of each fiscal year for returning employees and on the first day of service for new employees. For unit members who are on 177-day contracts, each unit member will receive a total of seventy-two (72) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. Effective July 1, 2016 for unit members who are on 194-day teaching contracts, each unit member will receive a total of ~~seventy-two (72)~~ **eighty (80)** hours of contract sick leave per fiscal year where each hour consists of 60 minutes. For unit members who are on 194-day/35 hour contracts, each unit member will receive a total of eighty-four (84) hours of contract sick leave per fiscal year where each hour consists of sixty (60) minutes. Effective July 1, 2016 for unit members who are on 194-day/40 hour contract, each unit member will receive a total of ninety-six (96) hours of contract sick leave per fiscal year where each hour consist of 60 minutes. Unit members who are on partial year contracts will receive that percentage of sick leave which is the same as the percentage that their contract bears to the fiscal/academic year. (Example: a 177-day contract employee who is employed for 50% of the academic year will receive 50% of the sick leave, or thirty-six (36) hours.)

Contract sick leave unused in one academic year will be accumulated indefinitely, and be made available to unit members in subsequent years of employment.

On the first service day of each academic year for returning employees and on the first day of service for new employees, the District shall provide every unit member with a written statement of that member's total number of sick leave days and hours accumulated and the total number of sick leave days and hours available for the ensuing school year. (Ed. Code §87781)

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6.1.4.4 Non-teaching Assignments

For non-teaching assignments, ~~(35 or 40 hours/week)~~ 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 in section 6.1.4.1 to round to the nearest quarter hour.

Example: A non-teaching faculty member misses one day due to illness. On the missed day, the faculty member was scheduled to work from 8:00 a.m. to 4:00 p.m., with a one-hour lunch break, or for 7 hours. The faculty member would use sick leave of 7 contract hours. Non-teaching faculty on the 40 hours/week schedule who miss one day due to illness would use sick leave of 8 contract hours.

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6.1.4.6 Extended Absences

Should a unit member on a 177-day contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting thirty (30) hours of sick leave per week, or six (6) hours per day, for the entire length of the extended absence.

Should a unit member on a 194-Day (35 hours/week) contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting thirty-five (35) hours of sick leave per week, or seven (7) hours per day for the entire length of the extended absence.

Should a unit member on a 194-Day (40 hours/week) contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting forty (40) hours of sick leave per week, or eight (8) hours per day for the entire length of the extended absence.

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10.5.6 Student Assessment of Faculty Member

Each semester ~~At least once during each academic year and whenever practicable for other unit members who are not instructors,~~ anonymous evaluations by students of the unit member shall be conducted.

~~The unit member will be responsible for distributing the evaluation forms to the students, providing a setting in which confidentiality and anonymity are ensured, and collecting the forms after students have had sufficient time to complete them before sealing the completed forms in an envelope. See Articles 10.5.6.1 and 10.5.6.2 for specific procedures to be followed by teaching and non-teaching faculty members in distributing and collecting student evaluations.~~

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P).

No student evaluations shall be placed in the unit member's personnel file unless requested by the unit member who has been evaluated.

Student evaluations in and of themselves will not be used for discipline of a unit member, but may be used as a tool for professional improvement and/or in the overall evaluation process. If the evaluation report includes reference to student evaluations, then the administrator evaluator will have to produce hard copies of all student evaluations done over the three year period between evaluations to support such reference at the post-observation conference.

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10.6.2.4 Faculty Member's Self-Assessment

The faculty member being evaluated will complete a self-assessment. This self-assessment may contain a description of any professionally related activities undertaken by the faculty member while employed by the District as well as a self-assessment of the faculty member's performance. The self-assessment will address the faculty member's participation in the development and assessment of student learning outcomes. This self-assessment must be completed in time for the post-observation conference.

10.6.2.5 Student Assessment of Faculty Member

~~Each semester At the end of each academic semester and in each class taught for teaching faculty, and whenever practicable for other unit members who are not instructors,~~ anonymous evaluations by students of the unit member shall be conducted.

~~The unit member will be responsible for distributing the evaluation forms to the students, providing a setting in which confidentiality and anonymity are ensured, and collecting the forms after students have had sufficient time to complete them before sealing the completed forms in an envelope. See Articles 10.6.2.5.1 and 10.6.2.5.2 for specific procedures to be followed by teaching and non-teaching faculty members in distributing and collecting student evaluations.~~

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P).

No student evaluations shall be placed in the unit member's personnel file

unless requested by the unit member who has been evaluated.

Student evaluations in and of themselves will not be used for discipline of a unit member, but may be used as a tool for professional improvement and/or in the overall evaluation process. If the evaluation report includes reference to student evaluations, then the administrator evaluator will have to produce hard copies of all student evaluations done while employed by the District over the three year period between evaluations to support such reference at the post-observation conference.

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15.2.2 Non-Teaching Faculty (40 Hours/Week)

The normal workload for all non-teaching faculty (40 Hours/week), ~~including but not limited to counselors and librarians~~, shall be one hundred and ninety-four (194) service days per fiscal year, where each service day consists of eight (8) hours, exclusive of overload teaching assignments or extra duty contracts.

Since it is to the benefit of students to have access to the services provided by non-teaching faculty throughout the year, non-teaching faculty members will stagger their service and non-service days throughout the year with the approval of the appropriate Vice President, using the following procedure.

At the start of each fiscal year, the Vice President for Student Services or the Vice President for Academic Services, or designee, as appropriate, shall create a master schedule of all the possible service days in the upcoming fiscal year. Each non-teaching unit member will then indicate which days in each month they intend to work, and which days they will designate as non-service days, with the total number of service days scheduled equal to one hundred ninety-four (194). It is understood that the unit member must schedule at least one service day in each calendar month of the year. The appropriate Vice President will then approve the duty schedule for each unit member, or work collegially with the unit member to adjust the schedule should there be a problem. If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the appropriate Vice President as early as possible, but no less than one week prior to the change.

In the event that a unit member covered by this section is terminated, that individual will be provided rehire rights as specified in the California Education Code Sections 87744, 87745, 87746, whichever is applicable.

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15.3.3 Contract Load for 194-Day Teaching Faculty

Teaching faculty who are designated as Department Chairs, E.M.S. Coordinator,

POST Coordinator, and Athletic Director are 194-day unit members, and as such are expected to perform their duties throughout the fiscal year, excepting those days designated as holidays and off-duty days. Teaching faculty holding these positions are to arrange his/her contract service days at the start of each fiscal year through mutual agreement with the Vice President for Academic Services, or designee.

194-day teaching faculty are expected to complete their additional duties as listed in the approved job description during the times when they are not teaching during the regular semester. As professional employees the expectation is that these duties will be completed in a timely manner using the amount of time required for their successful completion rather than by following a strict hourly work schedule, and will be completed at times and locations necessary for or conducive to the duties' successful completion, which may include working a five day week. During the regular semester, 194-day teaching faculty should be on campus at least four (4) days a week to be available for students, faculty, staff, and administrators and may have to be on campus on Fridays as required to fulfill the chair duties.

~~194-Day Teaching Faculty are required to designate as service days five (5) days per week of the instructional days during the fall and spring semesters, excluding official holidays, and including the two (2) faculty service days of orientation and graduation. These service days would normally be Monday through Friday, though Saturday may be designated as a service day with approval. These thirty-two (32) weeks of five (5) days per week and six (6) hours per day of the fall and spring semesters, excluding official holidays, and including the faculty service days are defined as meeting 177 days of the contract commitment.~~

In addition, the 194-day teaching faculty are required to designate seventeen (17) days of six (6) hours per day in each fiscal year as additional service days. These additional service days may not fall during the fall and spring semesters designated above as required service days and should include a minimum of three (3) days the week before and three (3) days the week after the fall and spring semesters. A department chair teaching in Summer/Winter, must send a memorandum to the Vice President for Academic Services, designating the partial days in increments of a minimum of 2 hours for department chair duties. ~~The 194-Day teaching faculty may designate as additional service days, days on which the campus is officially closed (holidays or winter or spring recess) with the approval of the Vice President for Academic Services, or designee.~~ It is understood that the 194-day teaching faculty must schedule at least one full service day in each calendar month of the year.

Once the required service days and the additional service days have been scheduled, the remainder of the days during the fiscal year may be designated as off-duty days. These days must be scheduled outside of the required fall and spring semester service days and outside of any winter or summer session

during which the member is being paid for teaching duties. During designated off-duty days the 194-day teaching faculty are not expected to be available to the District or to render any duties.

If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the Vice President for Academic Services, or designee, as early as possible, but no later than one week prior to the change.

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15.8 Time of Assignment

Teaching faculty unit members may be assigned a teaching schedule that includes courses that meet at any time between 7:00 a.m. and 10:00 p.m. Monday through Saturdays, on days when classes are regularly in session, with the following restrictions:

1. No unit member may be assigned a work schedule that extends for less than four (4) days or more than five (5) days per week.
2. No unit member may be assigned a work schedule that splits the workweek; but must be assigned a schedule that includes two consecutive days off, except at the initiation of the unit member.
3. No unit member may be assigned a schedule that the duration between the start time of the first class of the day, and the ending time of the last class of the day, is greater than ten (10) hours, except at the initiation of the unit member.
4. No unit member may be assigned a schedule where the ending time of the last class of the day and the start time of the first class of the next consecutive workday is less than twelve (12) hours, except at the initiation of the unit member.
5. No unit member shall be required to teach on Saturday for more than two semesters within any three (3) year period, except at the initiation of the unit member.
6. No unit member may be required to teach a course they haven't taught in the last three (3) years without at least one semester to prepare for the course, except at the initiation of the unit member.

Evening or Saturday classes that make up a part of the instructor's contract load are not in and of themselves considered overload.

Should a teaching faculty member have a course that is cancelled for lack of enrollment or other reasons beyond the unit member's control, and such cancellation

reduces the unit member's teaching units below contract load, in order to meet contract load the unit member is expected to replace a part-time instructor in a course, immediately upon the cancellation of the unit member's course. The District and unit member shall work collegially to establish schedules which best meet the needs of the students, unit members, and the District. If the unit member and the District are unable to agree on a replacement course section within two (2) workdays of the original course cancellation, the District shall have the discretion to determine which course section the unit member will bump into as long as the course assigned conforms to Articles 15.7 and 15.8 restrictions. If there are no part-time instructors assigned to teach courses that the unit member is qualified to teach, in order to make contract load the unit member is expected to replace another unit member from an overload section. If the unit member elects not to replace a part-time instructor or overload section, the unit member will be compensated on a pro-rated basis for that semester. If the District elects not to allow such bumping to occur, there will be no reduction of pay for the unit member.

Should a teaching faculty unit member have a course cancelled before or after classes start for reasons beyond the unit member's control, which leaves the unit member with a teaching schedule that extends for less than four days, there shall be no penalty to the unit member and the less than four (4) day teaching schedule will be allowed for that semester.

15.8.1 Schedule Changes

The parties acknowledge that current planning practices require that class offerings be determined a year or more in advance of the targeted semester/session. In order to permit some assignment flexibility for unit members, the District shall allow unit members to change their load schedule up to twelve (12) weeks prior to the beginning of fall or spring semester, and winter or summer sessions respectively to make a change to their selected load schedule that might include the bumping of a part time instructor assigned class.

If the District initiates a change in a unit member's load teaching schedule any time up to the beginning of fall or spring semester, the unit member may be allowed to select a part-time instructor's assigned class if necessary to replace the lost class and/or adjust their load teaching schedule to avoid an extreme change to the original schedule or to meet the class assignment restrictions in Article 15.8.

If the District adds new classes to the schedule after the initial class selection process was completed, or classes become available because of instructor cancellations, any new classes will be offered first to the full time faculty in the discipline in seniority order, then to any unit members with a faculty service area in the discipline, and then to part time instructors or new instructors.

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15.12 Overload

Teaching faculty unit members may choose to teach additional credit courses during the fall and spring semesters beyond the contract load of fifteen (15) units as overload. Non-teaching faculty unit members who are also qualified as classroom instructors may choose to teach at times outside of their regular contract hours as overload.

Unit members are entitled to first choice before all part-time instructors for overload assignments up to two (2) classes or six (6) lecture units or the equivalent, whichever is greater. The parties acknowledge that current planning practices require that class ~~offerings assignments~~ be determined completed a year in advance of the targeted semester/session. In order to permit some assignment flexibility for unit members, the District shall allow unit members to select overload class(es) up to twelve (12) weeks ~~no later than 95 calendar days~~ prior to the beginning of the fall or spring semester, and winter or summer sessions respectively, in order to obtain or increase the unit member's overload assignment. The Vice President for Academic Services and/or Dean should ~~may choose to~~ offer any un-staffed sections as additional overload sections first to unit members in seniority order, and then to any unit members with a faculty service area in the discipline, and then ~~or~~ to part-time instructors. The maximum number of overload lecture units or the equivalent that a unit member can teach in one academic semester is nine (9), unless the Vice President of Academic Services expressly approves exceeding this limit.

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~~15.20~~ Retirement Workload

~~Upon the approval of the Superintendent/President, a retiring unit member may contract to render service to the District under a retirement plan that would compensate the unit member up to the maximum annual stipend allowable by state law for up to a maximum of five (5) years or until seventy (70) years of age, whichever comes first.~~

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17.9 Off-Contract Committee Work or Other Assignments

All unit members who participate at the request or invitation of the District in a meeting or other activities pre-approved by the Area Administrator that are scheduled during periods when the unit member is off contract, or a designated non-service day, shall be compensated for his/her participation. A unit member who attends and fully participates in a meeting or other activities pre-approved by the Area Administrator shall be paid at the overload rate described in Exhibit B3 for the actual number of hours that the meeting takes place rounded to the nearest quarter hour, or for one hour, whichever is greater.

Pursuant to Article 17.12, unit members who hold reassigned time positions listed in

Article 17.12, who are required by the District to perform their reassigned time duties off contract or on a designated non-service day shall be compensated on a per/diem or per hour basis, depending on the amount of hours worked.

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17.12 Lecture Reassigned Time

It is the established principle in this contract that weekly lecture reassigned time shall be the appropriate method of compensation for all duties that are undertaken by unit members for the benefit of the college that are of necessity and are of a permanent or recurring nature. Duties that are appropriate for reassigned time are those that must be accomplished to ensure the smooth functioning of the District, generally extend throughout the academic year, are time consuming, require the presence of the unit member on campus during regular working hours in order to accomplish the duty, and are expected to continue or recur into the foreseeable future.

Unit members may be offered lecture reassigned time for new projects or programs that are initiated by the college during the lifetime of this agreement. The Association shall be notified before any unit member is granted reassigned time that is not enumerated in this section of the agreement.

Reassigned time positions will be advertised via the campus email systems to all unit members for a minimum of five (5) working days prior to the position being assigned and all unit members will have an opportunity to apply. Unless provided otherwise, the final appointment to the position shall be made by the Vice President for Academic Services or the Vice President for Student Services.

Unit members who hold the following positions shall be granted lecture reassigned time per week during both the fall and spring semesters as per the following chart. It is understood that some of the duties may need to be undertaken during off-contract periods and the unit member will be compensated based on the type of work performed.

Effective 2016-2017 school year, a unit member should not hold more than one of these positions at any time.

Effective Spring 2016, unit members who are 194-day non-teaching faculty with reassigned time positions shall be compensated, in lieu of reassigned time, for the position at the current overload rate per Article 17.5.

In the event that a unit member who has received reassigned time, requests/assigned an overload teaching assignment, that members' reassigned time shall be reduced in proportion to the overload units being taught. In lieu of the reassigned time being reduced, the unit member shall receive compensation at the overload rate, as stated in Exhibit B3. For example, a department chairperson who receives 9 units of reassigned time and who chooses to teach 3 units of overload, shall have his/her reassigned time

reduced to 6 units and shall receive compensation equivalent to 3 units multiplied by the overload calculation formula.

POSITION (effective Spring 2016)	WEEKLY REASSIGNED TIME/ PER SEMESTER
Department Chairs	# of units
Behavioral/Social Sciences	9
Business	9
English	9
ESL	9
Exercise Science	9
Humanities	9
Industrial Tech	9
Science	9
Mathematics/Engineering	9
World Languages and Speech Communications	9
Administration of Justice/POST Coordinator	9
Academic Senate President	6
EMS Coordinator	4
Assistant Director of Nursing	3
SLO Coordinator	9
Athletic Director	9
Accreditation Coordinator	6
Nursing Simulation Coordinator	7.5
CISCO Academy Coordinator	3
Curriculum Committee Chair	3
Basic Skills Coordinator	4
Agriculture Program Coordinator	3
CCA/CTA/NEA (as determined by the Association with notification to the District pursuant to Article 2.10)	18

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17.13 Stipends

Generally, a stipend shall be the appropriate method of compensation for all duties undertaken by a unit member for the benefit of the college that are of necessity, but occur infrequently, are generally non-recurring or only periodic, or can be completed by the unit member off-campus, or at his/her own schedule or pace. A signed written agreement noting the nature of the work to be completed, timeline, and payment amount(s) shall be completed prior to initiating duties for a stipend. If the District has concerns that the unit member is not meeting the stipend agreement, the District must notify and meet with the unit member at least thirty (30) days prior to the expiration date of the agreement to express said concerns. If such meeting does not occur, the unit member shall still be compensated.

Unit members may be offered a stipend for new projects or duties that are initiated by

the college during the lifetime of this agreement. The Association must be consulted before any unit member is granted a stipend that is not enumerated in this section of the agreement.

All stipend positions must be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned and all unit members must have an opportunity to apply.

Unit members who hold the following positions shall be granted a stipend based on the formula below during **both each of** the fall and spring semesters **as** per the following chart:

POSITION (effective Fall 2015)	UNITS	STIPEND
Below are stipend positions compensated using the following stipend formula: (# of units x \$60.00) x 16 x 1.125 = stipend)		
Academic Senate Secretary	3	\$3,240
Basic Skills Coordinator	3	\$3,240
Fire Academy Coordinator	4	\$4,320
ADS Coordinator (selected by the District)	3	\$3,240
Art Gallery Director (selected by the District)	3	\$3,240
Head Coach, Men's Basketball	4	\$4,320
Head Coach, Women's Basketball	4	\$4,320
Head Coach, Baseball	4	\$4,320
Head Coach, Softball	4	\$4,320
Head Coach, Men's Soccer	3	\$3,240
Head Coach, Women's Soccer	3	\$3,240
Head Coach, Men's Tennis	3	\$3,240
Head Coach, Women's Tennis	3	\$3,240
Head Coach, Volleyball	3	\$3,240
Head Coach, Women's Cross Country	3	\$3,240
**Assistant Coaches for Basketball, Baseball and Softball	2	\$2,160 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	\$1,620 per sport
Hazardous Chemical Officer	2	\$1,920
**Title IX Investigator/Trainer (up to 3 selected by the District)	Flat stipend	\$2,400
***Staff Development Coordinator (selected by the District)	Flat stipend	\$2,400
***Student Equity Coordinator (selected by the District)	Flat stipend	\$2,400
**Maximum dollar amount allotted, regardless of number of incumbents.		
***Association reserves the right to negotiate compensation for these positions once job descriptions and duties are clear.		

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17.15 Student Services Project Directors and Coordinators

For academic year 2015-2016, unit members holding each of the following positions in Student Services shall be granted an extra duty contract for the fiscal year in an amount defined by the following formula:

192 x (overload rate) = extra duty compensation

This extra duty assignment requires that the unit member must work one additional hour per day on every day assigned during the fiscal year with the exception of the two faculty service days, Orientation and Graduation.

Beginning school year 2016-2017, unit members holding each of the following positions in Student Services shall be placed on the new salary schedule in Exhibit B4.

The positions so defined by this section are:

CalWORKs Assessment Coordinator
CalWORKs Counseling Coordinator
DSP&S Coordinator
EOPS Coordinator
District Counseling Coordinator
Student Success and Support Coordinator
Transfer, Articulation, and University Partnerships Coordinator
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound
Special Projects Coordinator
Student Equity Coordinator

17.16 Grant or Special Project

If a grant or special project will modify the wages (through lecture reassigned time, stipend, or any other form of compensation) or working conditions of any unit member, then the Association shall be notified immediately upon the awarding or modification of the grant or a special project. The District is strongly encouraged to consult with the Association during any grant application process that will modify the wages or working conditions of unit members to ensure that the terms of the grant are consistent with the terms of this Agreement.

Unless the terms of the grant or special project require the identification of a specific person, any new or vacant position will be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned.

In all of the following positions where an incumbent unit member holds the position, the incumbent shall continue to hold such position at will. If a position becomes vacant, the position will be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned.

<u>Position</u>	<u>Reassigned Time</u>
<u>TALCAS Coordinators (2)</u>	<u>7.5 units</u>

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17.17.2.2 Student Services Positions

The following positions are appointed by the Vice President for Student Services and in most cases are dependent upon state or federal grants, which define the unique qualifications required for the position. When such qualifications are not explicitly stated in the grant, the District, in collaboration with the Association, shall determine procedures so as to ensure that all unit members who meet the qualifications of the position shall have the opportunity to apply for such assignments.

In all of the following positions where an incumbent unit member holds the position, the incumbent shall continue to hold such position at will. Only upon a vacancy in a position will open selection procedures for these positions take place.

- CalWORKs Assessment Coordinator
- CalWORKs Counseling Coordinator
- DSP&S Coordinator
- EOPS Coordinator
- Student Success and Support Coordinator
- Transfer, Articulation, and University Partnerships Coordinator
- Project Director, Student Support Services
- Project Director, Talent Search
- Project Director, Upward Bound
- Special Projects Coordinator
- Student Equity Coordinator

17.17.2.4 Hazardous Chemical Officer

The Hazardous Chemical Officer is appointed by the Dean of Math & Sciences and such appointment is based upon the unique qualifications required for the position.

17.17.2.5 Grant Positions

In most cases, an awarded grant will already have identified those faculty members who shall undertake additional duties under the grant based upon their unique qualifications for the duty. Notwithstanding the provisions of Article 17.16, in those cases where the grant will award extra duty contracts to unit members not already identified, then the procedures outlined in the grant for the selection of those individuals shall prevail. When such procedures or qualifications are not explicitly stated in the grant, all positions must be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned and all unit members must have an opportunity to apply.