



### **Agenda Item Details**

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Meeting	Oct 16, 2013 - Board of Trustees Regular Meeting, 6:00 P.M.
Category	12. HUMAN RESOURCES
Subject	12.4 Resolution No. 15887: Approval of Modification to the Collective Bargaining Agreement between the District and IVC Chapter of PTFA
Access	Public
Type	Action
Fiscal Impact	No

### **Public Content**

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WHEREAS negotiators from the PTFA and District compiled and signed a tentative agreement for 2013-2015 years, which was subsequently approved by the membership.

NOW, THEREFORE BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to ratify the Modifications to the Collective Bargaining Agreement between the District and the Imperial Valley College Chapter of the PTFA.

[101613 - Human Resources - Tentative Agreement between the District and PTFA \(dated 08-27-13 - 2013-2015\).pdf \(689 KB\)](#)

### **Administrative Content**

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### **Motion & Voting**

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Resolution No. 15887: Approval of Modification to the Collective Bargaining Agreement between the District and IVC Chapter of PTFA

Motion by Rudy Cardenas, second by Romualdo Medina.

Final Resolution: Motion Carries

Yes: Juanita Salas, Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Louis Wong

No: Steve Taylor

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

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***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 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, ~~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 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).

**ARTICLE 16 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.

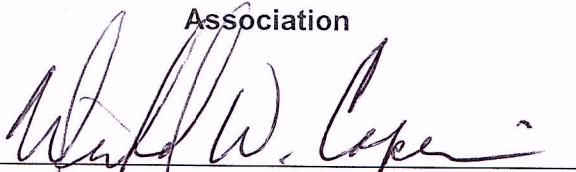
This Agreement shall become effective upon ratification and shall continue in effect up to and including June 30, 2015.

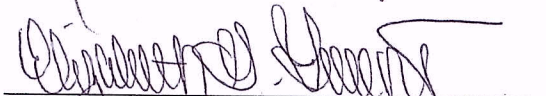
The contract term is for 2013-14 and 2014-15, with reopeners for Article 12 (Salary) and up to two additional articles by either party if initial proposals are "sunshined" by April 1<sup>st</sup>.

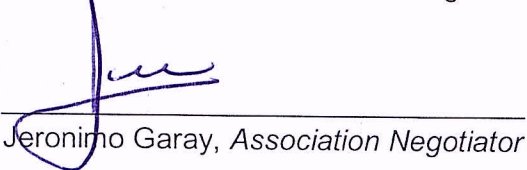
If the parties do not amend this Agreement, it shall continue in effect year by year.

**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**

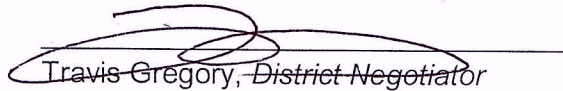
  
Michael Capeci, Association Negotiator

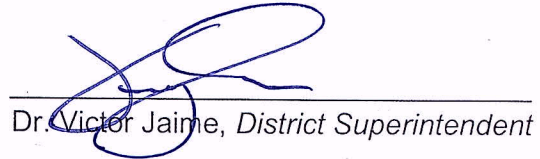
  
Elizabeth Trevino, Association Negotiator

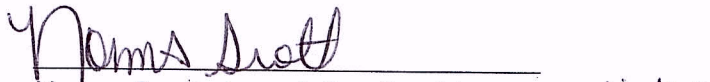
  
Jeronimo Garay, Association Negotiator

**District**

  
John Lau, District Negotiator

  
Travis Gregory, District Negotiator

  
Dr. Victor Jaime, District Superintendent

  
Norma Scott, Association President, negotiator