



Agenda Item Details

Meeting	Aug 07, 2012 - Board of Trustees Special Meeting, 5:00 p.m.
Category	6. HUMAN RESOURCES
Subject	6.1 Resolution No. 15438: Approval of Modification to the Collective Bargaining Agreement between the District and IVC Chapter of CCA/CTA/NEA for 2012-2013
Access	Public
Type	Action
Fiscal Impact	No

Public Content

WHEREAS negotiators from the CCA/CTA/NEA and District compiled and signed a tentative agreement for 2012-2013 year, 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 CCA/CTA/NEA.

[080712 - Human Resources - CTA 2012-2013 Tentative Agreement \(dated 07-10-12\).pdf \(938 KB\)](#)

Administrative Content

Executive Content

Workflow

Workflow	Jul 12, 2012 3:51 PM :: Submitted by Jessica Waddell. Routed to Jessica Waddell for approval.
	Jul 12, 2012 6:31 PM :: Approved by Jessica Waddell. Routed to Travis Gregory for approval.
	Jul 12, 2012 7:33 PM :: Approved by Travis Gregory. Routed to Vikki Carr for approval.
	Jul 16, 2012 4:58 PM :: Final approval by Vikki Carr

Motion & Voting

(not specified)

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Last Modified by Vikki Carr on August 16, 2012

TO: IVC/CCA/CTA/NEA
FROM: Imperial Community College District
DATE: July 10, 2012
SUBJECT: Tentative Agreement 2012-2013

The current collective bargaining agreement shall remain status-quo with the exception of the following proposals:

ARTICLE 2 ASSOCIATION RIGHTS

2.7 Distribution of Agreement

The District will compile 50 paper copies of the CBA (contract) for the association and also post/maintain the CBA electronically within 45 days of ratification.

2.8 Dues and Agency Fee Deductions

The District agrees to deduct dues and agency fees in certified, uniform amounts from the pay of bargaining unit membe

due date for cash dues/fees for each academic year.

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

5. 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-

absences due to illness that are anticipated to last less than one week, the unit member will notify by telephone and/or email the

6.13 Catastrophic Leave Program

Change fifth paragraph as follows:

The maximum amount of time for which donated leave credits may be used by the receiving employee is not to exceed twelve (12) consecutive months.

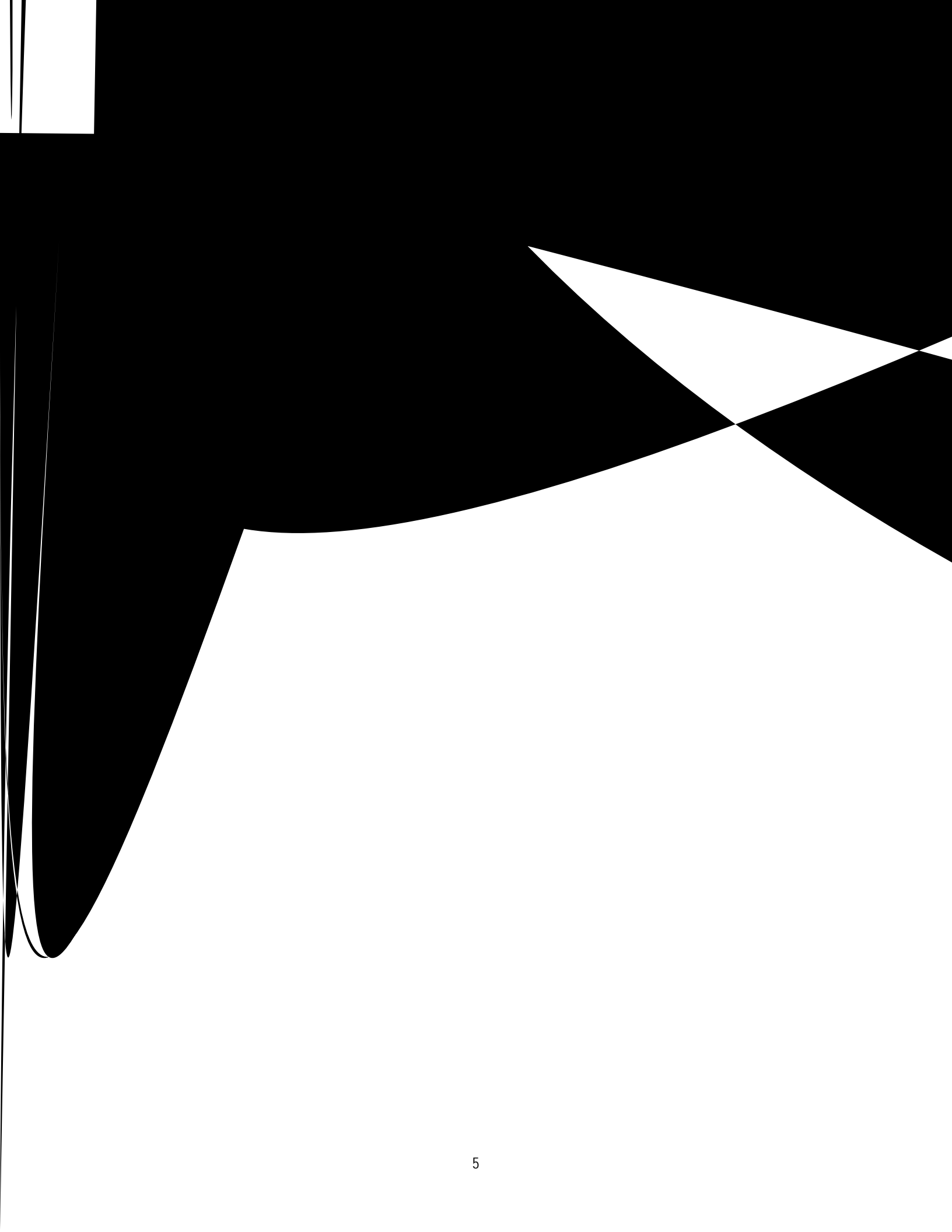
ARTICLE 7 SAFETY

7.2 Emergency Procedures

The District shall develop policies and procedures for emergency situations. The appropriate procedures

Time Limits

Relevant Release Time



academic year calendar at least two years in advance.

The calendar in use in the District for the 2012-13 school year shall be of the plan known as a sixteen (16) week compressed calendar, which shall consist of a sixteen (16) week fall semester commencing in August, and a sixteen (16) week spring semester commencing in January. In the event the District offers summer sessions, they shall be as follows:

1. Summer Session I commencing May 20, 2013
2. Summer Session II commencing June 10, 2013
3. Summer Session III commencing June 24, 2013

The calendar in use in the District for the 2013-14 school year shall be of the plan known as a sixteen (16) week compressed calendar, which shall consist of a sixteen (16) week fall semester commencing in August, and a sixteen (16) week spring semester commencing in January. In the event the District offers summer sessions, the summer session shall commence on June 16, 2014.

The District and the Association agree that they will incorporate the official holidays established by the State of California when developing the calendar. They further agree that the calendar shall include a winter recess when the campus is designated to be closed for a period not less than December 24 through January 1 and a spring break of one week immediately following Easter.

Calendars for the academic years covered by this contract are incorporated in Exhibit C.

ARTICLE 15 WORKLOAD

15.1 Primary Workload Function

The workload for members of the bargaining unit shall include the primary functions of teaching, counseling, or serving as a librarian. In addition, the workload may include, but not be limited to, a reasonable amount of the following professional responsibilities: preparation for classroom activities; evaluating student performance including test and/or paper correcting and grading; developing, assessing, and evaluating student learning outcomes and service area outcomes; holding office hours; serving on college standing, planning, and/or advisory committees; developing new courses or programs; maintenance and revision of existing course outlines and materials; participating in college, departmental, or division meetings; participating in program review, accreditation and any assessment and planning activities required for the successful continuing operation of the college; sponsoring

15.3.3 Contract Load for 199-day Teaching Faculty

Teaching faculty who are designated as Department Chairs, Distance Education Coordinator, E.M.S. Coordinator, POST Coordinator, Athletic Director and Instructional Media Designer are twelve (12) month, or 199-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 their contract workdays at the start of each fiscal year through mutual agreement with the Vice President for Academic Services, or designee.

199-Day Teaching Faculty are required to designate as workdays 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 workdays would normally be Monday through Friday, though Saturday may be designated as a workday 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 199-day teaching faculty are required to designate twenty-two (22) days of six (6) hours per day in each fiscal year as additional workdays. These additional workdays may not fall during the fall and spring semesters designated above as required workdays. On days where the unit member is being paid for teaching duties during winter intersession or summer session, they may choose to designate up to one-third (1/3) day as an additional workday, up to a combined maximum of twelve (12) days. The 199-day teaching faculty may designate as additional workdays, 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 199-day teaching faculty must schedule at least one full workday in each calendar month of the year.

15.15

17.13 Lecture Reassigned Time

POSITION	WEEKLY REASSIGNED TIME PER SEMESTER	NOTES
Division Chairs	9 units	8 Division Chairs
Coordinator Humanities and World Language	6 units	177-day contract
Coordinator Science and Math	6 units	177-day contract
POST Coordinator	9 units	
Academic Senate President	6 units	
Academic Senate Secretary	3 units	
Basic Skills Coordinator	6 units	
CISCO Academy Coordinator	3 units	

CTA ~~Am~~ 172.48

17.16.1 Student Services Project Directors, Coordinators and Lead Counselors
Verify list of positions and change as indicated:

- CalWORKs/DSS Coordinator
- CalWORKs Counseling Coordinator
- DSP&S Coordinator
- EOPS Coordinator
- Lead Counselor

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**Imperial Community College District
Salary Schedule for 199-day Faculty
Effective 2012–2013**

1.

Salary and Benefit Agreement for 2012-2013

EXHIBIT C

▶ 2012-1