



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 members, and to pay to the Association's authorized state affiliate the normal and regular monthly membership dues and agency fees, subject to the following conditions:

1. Deductions for membership dues shall be made upon the submission in writing of a duly executed authorization by the unit member;
2. The District shall put into effect any new or changed, dues deduction or agency fee during the month in which the request is submitted provided that the request was received by the District payroll office prior to the tenth calendar day of the month. Otherwise the District shall put into effect such requests in the following calendar month.
3. Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
 - a. The IVC Foundation
 - b. The Imperial Valley Community Foundation
 - c. The Imperial Valley Food Bank
 - d. *The Imperial County Historical Society*

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

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

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-membership in the Association, and indicating any changes in personnel from the list previously furnished.
6. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
7. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

2.9 Rosters

The name, job title, work area, and step/column placement on the salary schedule 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 fall 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.

ARTICLE 6 LEAVES

6.1.2.3 Winter Intersession and Summer Session Sick Leave

Members of the bargaining unit who are employed by the District to teach classes during the Winter Intersession and/or Summer Session will be granted one (1) non-cumulative day of paid sick leave for each session during which they are employed by the District, wherein the number of minutes of the day of sick leave is equivalent to the average number of minutes in lecture and/or lab hours taught in one calendar day during the session. Such sick leave will be made available on the first day of the winter or summer session. Hours of summer or winter session sick leave granted but not used during the session may not be carried into subsequent semesters or sessions.

Unit members shall have the right to access accumulated sick leave at any time on contract during the college year, including Winter Intersession and Summer Session.

6.1.4 Use of Sick Leave

Change second paragraph as follows:

A unit member will notify by telephone and/or email his/her Department Chairperson, area leader, Dean, or designee, of absence due to illness as early as possible on the day the member knows s/he will be absent. For short-term

absences due to illness that are anticipated to last less than one week, the unit member will notify by telephone and/or email the appropriate individual(s) each day s/he is absent. In cases where the unit member knows that s/he shall be absent in advance due to a medical appointment, s/he shall notify the appropriate individuals as far in advance of the absence as is practical.

Unit members using sick leave shall submit a Weekly Absence Report to the area Dean upon return and no later than ten (10) working days after that return.

6.1.4.1 Traditionally Delivered Classes

Change first paragraph as follows:

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, or designee, 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. The unit member will assist, to the extent his/her illness allows, in obtaining and instructing the substitute in continuing the course.

6.3 Bereavement Leave - Out-of-State Travel

Change second paragraph as follows:

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

6.6 Jury Duty or Witness Leave

Change first paragraph as follows:

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

6.7 Sabbatical Leave

Change last paragraph as follows:

Upon return from leave, the unit member shall submit to the Vice President for Academic Services or the Vice President for Student Services a written report and, if applicable, transcripts pertaining to the plan of study undertaken during the leave. This report will be submitted to the Board of Trustees for their review and records.

6.12 Staff Development Conference Leave

Change second paragraph as follows:

In order to be eligible for staff development leave, the unit member must, at least five working days before the event, send a written request to utilize his/her staff development leave to the area Dean and to the Vice President for Academic Services, or the Vice President for Student Services, as appropriate. The request should explain the activity, how the activity will contribute to the unit member's professional development, and should include a copy of the brochure or conference program. A copy of the written request should be forwarded to the Department Chairperson for informational purposes. Out-of-state development must be preapproved by the Board of Trustees.

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 for notification and response during emergency conditions shall be regularly communicated to the unit members. Whenever substantial changes are made to these procedures an email will be sent to all unit members. In the case of a declared national disaster which results in the modification of the academic calendar, service days will be adjusted to meet student contact hour requirements without additional compensation.

ARTICLE 8 TRANSFER AND REASSIGNMENT

8.6 Reclassifications

An area Dean may initiate the reclassification of existing faculty positions. All requests for reclassification shall be sent to the Vice President for Academic Services or the Vice President for Student Services, as appropriate, explaining the reasons for the request. The District's decisions shall consider the advice and recommendations of the Academic Senate based upon the advice of the Curriculum Committee.

ARTICLE 12 GRIEVANCE PROCEDURES

12.3.3 Time Limits

Change in section title only.

12.3.5 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 unit members' 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.

ARTICLE 13 PROFESSIONAL RESPONSIBILITIES AND DISCIPLINE

13.2.2 Informal Discipline

Department Chairs, academic area leaders or other faculty unit members who have assumed supervisory functions over their divisions, departments and work areas, remain faculty members, and as such do not have disciplinary authority over other unit members.

Reports of unprofessional conduct should be made to the area Dean, who shall meet with the unit member to

counsel him/her on proper behavior as a first, informal step in correcting the behavior.

If the area Dean has done such counseling and sees no improvement in the offending unit member's behavior; or if the offending unit member repeatedly displays the same or similar unprofessional behaviors; or if the behavior being displayed is of such a serious nature as to warrant immediate action as defined under the California Education Code §87732 described above, the area Dean should promptly contact the Vice President for Academic Services or the Vice President for Student Services as appropriate, to begin disciplinary actions. The Association shall receive notice of all disciplinary actions upon the unit member's approval.

13.2.3.4.1 Immediate Termination

Upon the filing of written charges, duly signed and verified by the person filing them with the governing board of the District, or upon a written statement of charges formulated by the governing board, charging a permanent employee of the District with immoral conduct, conviction of a felony or of any crime involving moral turpitude, with incompetence due to mental disability, or with willful refusal to perform regular assignments without reasonable cause, as prescribed by reasonable rules and regulations of the employing district, the governing board may, if it deems such action necessary, immediately suspend the employee from his or her duties and give notice to him or her of his or her suspension, and that thirty (30) days after service of the notice he or she will be dismissed, unless he or she demands a hearing (Ed. Code §87735). A copy of the notice of immediate termination shall be provided to the Association immediately after it is delivered to the unit member.

13.2.3.4.2 Procedural Termination

Change second paragraph as follows:

The District must issue the Notice of Intent to Terminate Employment with the District in writing and deliver it to the unit member by registered mail to the address on file with the District. The notice must detail the specific act(s) of misconduct, the attempts made by the District to correct the behavior of the unit member, and when the termination will occur. The Notice of Intent to Terminate Employment with the District shall be made a part of the unit member's personnel file (Ed. Code §87672). A copy of the termination notice shall be provided to the Association immediately after it is delivered to the unit member.

ARTICLE 14 CONTRACT YEAR, CALENDAR and PAY WARRANTS

14.1 Contract Year

Change first paragraph as follows:

The contract year for all teaching faculty bargaining unit members not designated as Department Chairs shall commence on the first day of the Fall semester, designated Orientation Day, and shall go on hiatus following the last instructional day of the Fall semester, shall recommence on the first instructional day of the Spring semester and shall end on the last day of the Spring semester, designated Graduation Day. The hiatus between the fall and spring semesters shall not constitute a break in service. All such members shall be designated as being on a ten (10) month, or 177-day contract.

14.2.1 Contract Pay Warrants

Change first paragraph as follows:

All unit members on ten (10) month contracts shall receive a contract pay warrant for $\frac{1}{10}$ th, or of their contract amount on the last working day of each month.

14.3 Calendar

The Association has the right of conferral with the District on the matter of the academic year calendar. It is expected that representatives of the Association, of the Academic Senate, and of the District shall meet to determine the

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 student clubs and activities; helping to plan and approve students' programs; and the timely and accurate submission of all required college registration documentation and final grades.

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.

Once the required workdays and the additional workdays 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 workdays and outside of any winter or summer session during which the member is being paid for teaching duties. During designated off-duty days the 199-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 workdays, 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.

15.6 Final Grades

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

15.12 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. Once class(es) have been assigned by the end of the fall and/or spring semester, unit members shall not be entitled to bump a part-time faculty member in order to obtain an overload assignment. The Vice President for Academic Services and/or Dean may choose to offer un-staffed sections as additional overload sections to unit members, 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). By written request and with the discretionary approval of the Vice President for Academic Services a unit member may teach up to 12 overload units in any given semester.

15.15 Default Course Assignment Procedure

Change third paragraph, sub 1, as follows:

1. Unit members in each 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.

ARTICLE 16 PRE-RETIREMENT WORKLOAD REDUCTION

Change second paragraph, sub 8, as follows:

8. The unit member shall be paid a salary that is the true pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment.

ARTICLE 17 COMPENSATION

17.2.2.2.1 Course Requirements

Change second paragraph as follows:

2. Courses taken for advancement on the salary schedule and/or for the purpose of attaining a Bachelor's, Master's or Doctor's degree must be completed at a college or university recognized as accredited by the Western Association of Schools and Colleges, or by other ACCJC recognized regional accrediting associations.

17.10 Off-Contract Committee Work or Other Assignments

Add the following paragraph:

A 177-day unit member, who is required to participate in committee work, including hiring committees, when off-contract, shall be compensated for his/her participation. Such compensation shall be paid at the overload rate described in Exhibit B3 for the actual number of hours of participation rounded to the nearest quarter hour, or for one hour, whichever is greater.

17.11 True Pro-Rata Pay for Partial Service

Unit members who are employed to render partial service under the following conditions shall be paid on a true pro-rata basis:

1. those employed on a partial contract;
2. those employed in accordance with the Pre-Retirement Workload Reduction plan; and
3. those who are laid off as a result of a decline in full-time equivalent students (FTEs) or a reduction or discontinuance of a particular kind of service and who are subsequently recalled for less than full-time service.

For 177-day teaching faculty unit members who fall under one of the above categories, true pro-rata pay shall be computed as follows:

$$\begin{aligned} &(\text{current load}) \div 15 = (\text{prorated service percentage}) \\ &(\text{base salary}) \times (\text{prorated service percentage}) \times .1 = \text{monthly pay} \end{aligned}$$

For non-teaching faculty unit members who fall under one of the above categories, true pro-rata pay shall be computed as follows:

$$\begin{aligned} &(\# \text{ hours of service per month}) \div 116 = (\text{prorated service percentage}) \\ &(\text{base salary}) \times (\text{prorated service percentage}) \times .0833 = \text{monthly pay} \end{aligned}$$

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 President	6 units	
CTA Vice President	3 units	
CTA Negotiators	3 units	Limited to no more than three (3)
CCA/CTA/NEA service on State/National Boards of Directors	3 units	Limited to no more than three (3) unit members in any academic year.
Curriculum Committee Co-Chair	3 units	
Accreditation Coordinator	6 units	<i>(may be split between two co-hairs)</i>
EMS Coordinator	4 units	
ADS Coordinator	3 units	
Nursing Simulation Lab Coordinator	7.5 units	
Assistant Director of Nursing	3 Units	
Instructional Media Designer	9 Units	
SLO Coordinator	9 units	
Distance Ed Coordinator	6 units	
Art Gallery Director	3 units	
Athletic Director	9 units	
Head Coach, Men's Basketball	4 units	
Head Coach, Women's Basketball	4 units	
Head Coach, Baseball	4 units	
Head Coach, Softball	4 units	
Head Coach, Men's Soccer	3 units	
Head Coach, Women's Soccer	3 units	
Head Coach, Men's Tennis	3 units	
Head Coach, Women's Tennis	3 units	
Head Coach, Volleyball	3 units	
Head Coach, Women's Cross Country	3 units	
Assistant Coaches for Basketball, Baseball and Softball	2 units	One Assistant Coach is to be reassigned per intercollegiate athletic team.
Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5 units	One Assistant Coach is to be reassigned per intercollegiate athletic team.

17.14.1 Distance Education Course Development

(The District agrees to re-open negotiations on compensation for on-line course development upon State approval of on-line course offerings).

The development of any course to be offered through distance education must be approved in advance by the Distance Education program office, the Vice President for Academic Services, and be annotated as appropriate for distance education on the official course outline of record and approved through the established policies and procedures of the Curriculum Committee.

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
Matriculation Coordinator
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound
SARS Coordinator/Trainer
Transfer Center Director

17.17.3.1 Academic Services Positions

Title IX Coordinator
Student Equity Coordinator
Curriculum Coordinator

17.17.3.2 Student Services Positions

CalWORKs/DSS Coordinator
CalWORKs Counseling Coordinator
DSP&S Coordinator
EOPS Coordinator
Matriculation Coordinator
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound
SARS Coordinator/Trainer
Transfer Center Director

ARTICLE 18 HEALTH AND WELFARE BENEFITS

18.2 Retired Unit Members

Amend second paragraph of Article 18.2 to read as follows:

The District shall provide lifetime health benefits for all unit members, hired on or before June 30, 2012, upon retirement under the following terms. The District shall provide lifetime health benefits for retirees hired on or after July 1, 2012 once the unit member has worked for IVC for 18 years and retires from IVC.

Amend the fourth paragraph of Article 18.2 to read as follows:

The District shall provide a Medicare Supplement insurance plan and prescription plan (United Health Plan) to each qualified retired unit member and their qualified dependents (Qualified Post 65).

ARTICLE 19 LAYOFFS

19.4 Effects

Change third paragraph as follows:

Contract or regular employees who are laid off shall have the right to buy into the District's health and welfare insurance program (excluding income protection insurance), at their own expense, for a period of time not to exceed two (2) years beyond September 30 of the year in which they were laid off. Premiums are due and payable quarterly, in advance, on October 1, January 1, April 1, and July 1, or on a monthly basis if requested by the unit member.

ARTICLE 21 MISCELLANEOUS

21.8 Complaint Procedure

Unit members who have a problem with another employee of the District, which is affecting the unit member's ability to perform his/her duties, should report this problem to the Chief Human Resources Officer (CHRO) as soon as practical after the problem occurs.

Unit members who feel threatened or feel unsafe in the workplace because of the words or actions of another employee of the District should immediately report the threatening words or actions to the CHRO.

Unit members who feel they have been the victims of sexual harassment or of sexual discrimination in the workplace should report such beliefs to the Title IX officers and to the CHRO as soon as practical after such harassment or discriminatory events occur.

Unit members who have a problem with a student of the District which is affecting the unit member's ability to perform his/her duties should report this problem to the Dean of Student Development & Campus Events and to the CHRO as soon as practical after the problem occurs.

Unit members who feel threatened or feel unsafe in the workplace because of the words or actions of a student should immediately report the threatening words or actions to the Dean of Student Development & Campus Events and to the CHRO.

The District agrees to respond in writing within five (5) working days to any unit member who makes such a report as described above. Such response shall explain the District's evaluation of the problem, the intent and plan for remedy of the problem if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity of the problem shall be of paramount importance.

ARTICLE 22 EFFECT AND TERMS OF AGREEMENT

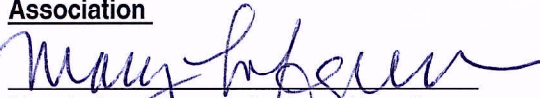
Change third paragraph as follows:

This Agreement shall become effective on July 1, 2012, and shall continue in effect up to and including June 30, 2013.

Add to the end of the fourth paragraph as follows:

Either party reserves the right to re-open negotiations under the CBA for Article 17 (Salary), and Article 18 (Insurance), pending the results of the election in November 2012.

Association



Mary Lofgren Association Lead Negotiator



David Zielinski, Association Negotiator



Sidne Horton, Association Negotiator



Eric Jacobson, Association President

District



John Lau, District Negotiator



Travis Gregory, District Negotiator



Frank Oswald, District Counsel

**Imperial Community College District
Salary Schedule for 177-day Faculty
Effective 2012–2013**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	44,306	46,964	49,313	51,779	54,367
2	45,635	48,374	50,792	53,332	55,998
3	47,004	49,825	52,316	54,932	57,678
4	48,415	51,320	53,886	56,580	59,408
5	49,867	52,859	55,502	58,278	61,191
6	51,363	54,445	57,167	60,025	63,027
7	52,904	56,078	58,882	61,827	64,917
8	54,491	57,760	60,649	63,681	66,865
9	56,126	59,494	62,468	65,591	68,871
10	57,809	61,278	64,343	67,559	70,937
11	59,544	63,116	66,273	69,586	73,065
12	61,330	65,010	68,260	71,673	75,257
13	63,170	66,960	70,308	73,824	77,515
14	65,065	68,969	72,417	76,039	79,840
15	67,018	71,038	74,590	78,320	82,235
16	69,027	73,169	76,828	80,669	84,703
17	71,099	75,364	79,132	83,089	87,244
18	73,232	77,625	81,507	85,582	89,861
19	75,428	79,954	83,952	88,149	92,557
20	77,692	82,353	86,470	90,794	95,334

1. For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
2. For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
3. Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

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

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	49,820	52,810	55,451	58,222	61,134
2	51,316	54,394	57,114	59,969	62,968
3	52,855	56,025	58,827	61,768	64,857
4	54,441	57,707	60,592	63,622	66,802
5	56,074	59,437	62,410	65,531	68,807
6	57,756	61,220	64,282	67,496	70,871
7	59,488	63,058	66,210	69,521	72,997
8	61,273	64,950	68,197	71,607	75,187
9	63,111	66,898	70,242	73,755	77,442
10	65,004	68,904	72,350	75,967	79,766
11	66,954	70,971	74,520	78,246	82,159
12	68,963	73,101	76,756	80,594	84,624
13	71,032	75,294	79,059	83,012	87,163
14	73,163	77,553	81,431	85,502	89,777
15	75,358	79,880	83,873	88,067	92,471
16	77,618	82,276	86,389	90,709	95,244
17	79,947	84,744	88,981	93,430	98,102
18	82,346	87,287	91,651	96,233	101,044
19	84,816	89,905	94,401	99,120	104,076
20	87,360	92,602	97,233	102,094	107,199

1. For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
2. For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
3. Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

Salary and Benefit Agreement for 2012-2013:

Salary

1. Annual salaries for each current employee reemployed for school year 2012-2013 only, shall be maintained or "frozen" at an amount equal to their annual base salary, **before the 1% giveback**, of 2011-12.
2. The overload rate shall be \$50.00 per hour **for the 2012-2013 academic year only**.
3. Any reference to "intersession" in the contract shall not be operative if said intersession is not offered.

Benefits

1. The District agrees to continue paying the cost of medical and prescription card insurance for employees only (and pre-65 retiree members) in the ICSVEBA plan at the Basic plan level. The District shall provide coverage at the Basic plan level (for employee only), or the Mexico only plan(for employee, employee + child(ren), employee + spouse, or employee + family) at no cost to the unit member. For those choosing to purchase Basic coverage for their spouse and/or qualified family members or Comprehensive level coverage, the District will offer an option that covers these costs (at the Basic or Comprehensive level) with a tiered contribution rate from the unit member as follows:

Basic Rate

Contribution Option 1 (Basic Plan)		
Emp Only	\$0.00	0
Emp + Child (ren)	\$25.00	\$300.00
Emp+ Sp	\$50.00	\$600.00
Emp + Family	\$50.00	\$600.00

OR

Comprehensive Rate

Contribution Option 2 (Comprehensive Plan)		
Emp Only	\$50.00	\$600.00
Emp + Child (ren)	\$75.00	\$900.00
Emp+ Sp	\$100.00	\$1,200.00
Emp + Family	\$100.00	\$1,200.00

OR

MEXICO ONLY Rate

Contribution Option 3 (SIMNSA ONLY Plan)		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$0.00	\$0.00
Emp+ Sp	\$0.00	\$0.00
Emp + Family	\$0.00	\$0.00

2. The District agrees to pay the cost of dental and optical insurance for employees and dependents as recommended by the Insurance Committee (increases to Vision and Dental plans).
3. The District shall provide a Medicare Supplement insurance plan and prescription plan (will use United Health) to each qualified retired unit member and their qualified dependents.
4. The Standard Income Protection Plan will continue for unit members who are not vested in STRS and eliminate coverage for unit members who are vested in STRS.
5. The District will pay for the Employee Assistance Plan and a \$10,000 life insurance premium as outlined in the ICSVEBA plan.

EXHIBIT C

► 2012-13 APPROVED BY MOU DATED 12/05/11 ◀

Academic Year Calendar 2012 – 2013		
August	17	Faculty Service Day – Orientation
	20	Fall Semester 2012 Classes Begin
September	3	Holiday – Labor Day (campus closed)
November	12	Holiday – Veteran’s Day (campus closed)
	22-24	Holiday – Thanksgiving (campus closed)
December	1-7	Final Exams Fall 2012 semester
	17–31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day Observed
	2	Campus Open
	14	Spring Semester 2013 Classes Begin
	21	Holiday – Martin Luther King Jr. (campus closed)
February	8-9	Holiday – Lincoln’s Birthday Observed (campus closed)
	18	Holiday – President’s Day (campus closed)
April	1-6	Spring Break (campus closed)
May	4-10	Final Exams Spring 2013 semester
	11	Faculty Service Day – Graduation
	20	Summer Term I Begins
	27	Holiday – Memorial Day (campus closed)
June	10	Summer Term II Begins
	20	Summer Term I Ends
	24	Summer Term III Begins
July	4	Holiday – Independence Day (campus closed)
August	1	Summer Terms II and III End

► 2013-14 PENDING NEGOTIATIONS ◀

Academic Year Calendar 2013-14		
August	16	Faculty Service Day – Orientation
	19	Fall Semester 2013 Classes Begin
September	2	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran’s Day (campus closed)
	28-30	Holiday – Thanksgiving (campus closed)
December	1-7	Final Exams Fall 2013 semester
	16–31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day Observed
	2-3	Campus Closed
	20	Holiday – Martin Luther King Jr. (campus closed)
	21	Spring Semester 2014 Classes Begin
February	14-15	Holiday – Lincoln’s Birthday Observed (campus closed)
	17	Holiday – President’s Day (campus closed)
April	21-26	Spring Break (campus closed)
May	10-16	Final Exams Spring 2014 semester
	17	Faculty Service Day – Graduation
	26	Holiday – Memorial Day (campus closed)
June	16	Summer Term Begins
July	4	Holiday – Independence Day (campus closed)
	23	Summer Term Ends