Preamble
The Imperial Community College District (IVC) realizes that the unprecedented reduction in state general fund support that the college is forces some significant changes to the development of the 2010-2011 budget. The intent of this plan is to provide a framework for the implementation of furloughs on campus and to lessen the impact of those budget cuts on IVC.

The purpose of the furloughs is to assist in maintaining regular employment to the extent possible, while ensuring a fiscal stable budget, maintaining a certain service level, and lessening the severity of potential layoffs by reducing compensation costs.

The IVC's guiding principles with respect to this budget crisis are as follows:

I. To serve as many students as possible without sacrificing quality; and

II. To preserve as many jobs as possible within the constraints under which IVC is being required to operate.

Definitions
The term "furlough day" as used in this Agreement refers to a day on which an employee is normally scheduled to work, or is in a paid status, that is taken as an unpaid day off.

The term "furlough period" as used in this Agreement refers to the scheduled time in which furlough day(s) occur.

The term "pay status" as used in this Agreement refers to the time in which an employee is actually working or is on paid leave.

Furlough Days

a. All CSEA unit members shall be furloughed without pay for (16) days during the remainder of the 2010-2011 school year. CSEA employees, as outlined in the contract agreement, will be furloughed days as follows (and with consideration taken into account for the needs of the district):

   I. December 2010 – (3) furlough days will be taken on December 17th, 20th, and 21st (in lieu of the days that would normally require the use of leave time).

   II. January 2011 – (3) day “block” on January 5th, 6th, and 7th.

   III. February 2011 – (2) furlough days will be taken on alternate Fridays or consecutive days.
IV. March 2011 – (2) furlough days will be taken on alternate Fridays.
V. April 2011 – (2) furlough days to be taken on April 28th and 29th.
VI. May 2011 - (2) furlough days will be taken on alternate Fridays.
VII. June 2011 – (2) furlough days taken on alternate Fridays or floating.

b. All CCA/CTA/NEA unit members who have 199 day contracts shall be furloughed for a total of (5) days during the remainder of the 2010-2011 school year. CTA 199 day faculty will take (3) furlough days on Jan 5th, 6th, and 7th 2011 with the remaining (2) furlough days designated in coordination with their Dean and taking into account the needs of the district.

c. All Administrators, Classified Managers, and Classified Confidential employees shall be furloughed for a total of (5) days during the remainder of the 2010-2011 school year. These days shall be taken in coordination with their immediate supervisor and taking into consideration the needs of the district.

d. Campuses may be closed on furlough days at the discretion of the Superintendent/President.

e. It is the intent of the parties that furlough days should be distributed as equally as possible across the term of this agreement and dependent upon business necessity.

f. Furlough programs shall expire no later than June 30, 2011.

g. At the end of the negotiated furlough period, the area Administrator shall ensure that all employees have taken the appropriate number of furlough days commensurate with the implemented salary reductions.

h. The employee shall work with their immediate supervisor to schedule furlough days for the remainder of the school year. Attempts will be made to designate these days immediately in order to allow planning and as much notice as possible.

Employee Salary Rates and Schedules

a. Employees enrolled in CalPERS (generally CSEA and other classified employees) shall have their pay reduced from the actual pay period in which furlough days occur.
b. Employees enrolled in CalSTRS (generally faculty and administrators) will have their annual pay reduced by the total number of furlough days equally throughout the remainder of the school year.

c. Employees may not substitute vacation days, sick leave, compensatory time, or any other form of leave for furlough days. Furlough days are all unpaid.

d. It is the intent of the District to **avoid overtime** during any furlough periods. Overtime must be authorized in advance.

e. For hourly (non-exempt) employees, furlough days do not count as time worked for determining overtime in the workweek.

   i. All hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of one and one-half times his/her hourly straight time rate.

   II. In the event an employee is scheduled to work outside of their normal five-day workweek as a result of observing a furlough day, such time shall be considered call-back pursuant to Article 15, section 15.4.

**Work Jurisdiction**

During the period of the furlough, the number of student assistant hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work.

**Impact of Furlough Programs on Benefits and Retirement**

Furlough Programs shall not adversely affect an employee's anniversary date or seniority credit or create a break-in-service. Furlough Programs shall not impact the accrual of vacation and sick leave or the payment of health, dental or vision benefits.

**Exemptions from Furloughs**

The Furlough Program does not apply to employees who are on a leave of absence without pay or on military leave.

There will also be answers to frequently asked questions (FAQs) posted on the IVC HR website. If you have additional questions – just ask! Feel free to contact your immediate supervisor or the Human Resources Office.