

TENTATIVE AGREEMENT BETWEEN THE IMPERIAL COMMUNITY COLLEGE DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 472

INTRODUCTION:

On October 10, 2012 authorized representatives of the parties attended mediation before the State Mediation and Conciliation Service, Mr. Gerald Fecher, State Mediator presiding, and, at the recommendation of the Mediator have entered into the following Tentative Agreement. The representatives understand that this Agreement is subject to a vote of approval of the members of CSEA Chapter 472 and ratification by the Board of Trustees of the Imperial Community College District.

IT IS AGREED AS FOLLOWS:

1. Article 4 – Employee Rights

4.5 Classified as Part-Time Faculty

The classified employees are able to work as part-time faculty members and shall be paid at the standard part-time faculty hourly rate. Work as a part-time faculty member shall not interfere with the classified employee's regular work schedule unless otherwise pre-approved by their supervisor (i.e. shift change).

2. Article 8 – Salaries

Effective January 1, 2013, freeze all salaries based on the May 2012 salary paid to the employee computed without deduction for any furlough days that may have been taken during said month. Unit Members shall be furloughed 6 days without pay during the period of January 1, 2013 through June 30, 2013. Furlough days shall be taken in accordance with the needs of the District provided, however, that furlough days shall not exceed one day per calendar month if the unit member's contract requires service in each of the calendar months. In all other cases the days shall be allocated on an equitable basis. The salary freeze shall be for the 2012-2013 fiscal year only. When salaries are unfrozen a unit member shall advance one step only on the schedule, if that member is eligible for advancement.

3. Article 9 – Reclassifications

9.3 Procedure – paragraph 7

The (CHRO) upon receiving the appropriate Vice President's and classification/Reclassification Committee's recommendations regarding the position will approve or deny the reclassification. The (CHRO), prior to approval or denial, may send the recommendation to the Staffing Committee for review but the Staffing Committee's recommendation shall have no binding effect on the decision of the (CHRO). The employee will receive written notification from the Human Resources Office regarding the District's decision for approval or denial of the reclassification.

4. Article 10 – Health Insurance Contribution (ICSVEBA premiums):

Article 10.1 to read as follows:

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 |

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).

The District will pay for the Employee Assistance Plan and a \$10,000 life insurance premium as outlined in the ICSVEBA plan.

The District agrees to pay for the extension of health insurance coverage for eligible spouses and dependents for an additional 6 months upon the death of a unit member.

10.3 - Medicare Supplement for Retirees and Miscellaneous Insurance Provisions delete the first paragraph and substitute the following:

The District shall provide a Medicare Supplement insurance plan and prescription plan (will use United Health) to each qualified (post 65) retired unit member and their qualified dependents. The retiree is responsible for any plan deductible.

5. Article 19 – Disciplinary Procedure

19.3.2 (c) – to read as follows:

Within ten (10) work days of receipt of the appeal request, the Chief Human Resources Officer shall arrange for a third party hearing officer (selected from a list of area mediators/arbitrators, two submitted from Association and two from the District then selected by random drawing). The cost for the services shall be borne completely by the district.

6. Article 25 – Term of Agreement

Modify the first paragraph to read as follows:

This agreement shall become effective July 1, 2012, and shall continue in effect up to and including June 30, 2015.

7. Article 26 - Reopeners

Delete article 26.1

Modify article 26.2 as follows:

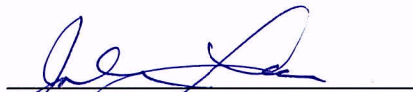
Either party may re-open negotiations under the CBA for the years 2013-2014 and 2014-2015 for Article 8 (Salary), Article 10 (Insurance), and one other article of choice. In addition, upon giving 30 days' notice to the Union, the District may re-open negotiations under the CBA for year 2012-2013 for Article 8 (Salary) only if Proposition 30 does not win approval of the California electorate, or, if in the judgment of the District, actual FTE of the District is less than budgeted.

8. Exhibit C – insert groupings as agreed upon April 4, 2012

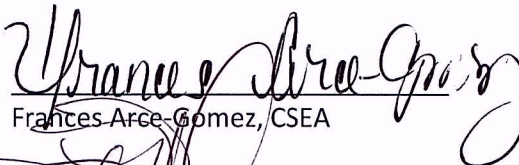
Revisions to Exhibit C as previously agreed become effective on the date the Board of Trustees ratifies the Tentative Agreement of the parties. The changes to Exhibit C shall not modify or alter the rights of employees affected by the current layoff process. Any layoffs initiated after the effective date of this agreement shall be taken in accordance with Exhibit C as modified herein.

This tentative agreement is subject to CSEA membership approval and Board ratification.

Agreed upon this 10th day of October, 2012



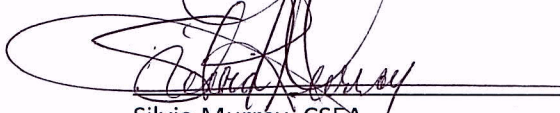
John Lau, District Lead Negotiator



Frances Arce-Gomez, CSEA



Travis Gregory, District Negotiator



Silvia Murray, CSEA



Frank Oswalt, District Counsel



Ben Bustamante, CSEA Regional Rep