

EXHIBIT B3**Salary and Benefit Agreement for 2013-2014 and 2014-2015:****Salary**

1. All faculty members will be placed on the new salary schedules (177 or 194) listed in Exhibits B1 and B2. Any unit members who subsequently exceed the maximum of the new salary schedules will be frozen or "Y rated" at their current salary (as of May 2013). Current employees who are eligible for a step increase (not at the top of the schedule or "Y rated") shall advance one step for school year 2013-2014 (effective July 1, 2013 for 194 day unit members and August 16, 2013 for 177 day unit members). 194 day unit members who were already on Step E20 in the 2012-13 fiscal year, shall be "Y rated" or frozen at their June 2013 base annual salary for 2013-2014 school year only and shall be placed at E18 on the new schedule (Exhibit B2) effective July 1, 2014.
2. Unit members who are employed as of June 30, 2013 will receive an off schedule one-time COLA payment of 1.57%. The COLA payment will be based on their 2012-2013 base annual salary and be issued on September 30, 2013 (with the regular monthly payroll).
3. The overload rate shall be as follows (August 1, 2013 effective date):

Proposed IVC Overload / Hourly Rates	2013-2014	2014-2015
	\$55.00	\$60.00

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 ICSVEBA plan shall provide coverage at the Basic plan level, with the option to select the coverage in Mexico instead of the Basic plan without additional cost to the unit member. For those choosing to purchase Comprehensive level coverage or coverage for their spouse and/or qualified family members 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:

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.

ARTICLE 12 COMPLAINTS

Complaints involving charges of harassment, crime (whether misdemeanor or felony), or charges of discrimination are explicitly excluded from consideration under this Article. Such charges shall be pursued under appropriate laws, policies and procedures.

If a unit member has a complaint about another unit member or another employee of the District, they shall use the Employee Conflict Resolution process outlined on the District website. An example of an Employee Conflict Resolution Form is attached as Exhibit B.

If a student files a written complaint against an unit member as outlined in the General Catalog under "Imperial Valley College Student Complaint Policy" the unit member shall be given a copy of the written complaint by the District prior to any interview or discussion about the complaint with the unit member.

Complaints which are withdrawn or shown to be false shall neither be placed in the complained-against unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member. Unit members who knowingly make false complaints may be subjected to disciplinary action by the District.

ARTICLE 13 SALARY

13.1 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.).

13.2 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.

13.3 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 14 RETIREMENT

Unit members may elect the STRS Defined Benefit (DB), STRS Cash Balance (CB) plan, or Social Security at the time of employment with the District. Unit members who elect the CB option may elect enrollment in the DB plan at any time by completing the required permissive election form which can be obtained from the Human Resources Office. Once a member elects the DB plan with the District, the election is irrevocable.

The District shall report 525 hours to STRS as one year of service credit.
Unit members may voluntarily contribute to a 403b or 457 plan via pre-tax payroll deduction.

ARTICLE 15 MAINTENANCE OF STANDARDS

The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the District, except as provided above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.

The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.

The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

ARTICLE 16 SAVINGS AND STATUTORY CHANGES

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Improvements, reductions, and/or eliminations in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.