AGREEMENT

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

CHAPTER 289

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Santa Barbara, California

July, 1980
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PREAMBLE

This Agreement is made and entered into this 15th day of January, 1981, by and between the Santa Barbara Community College District (hereinafter referred to as "District") and California School Employees Association and its Santa Barbara Chapter #289 or its successors (hereinafter referred to as CSEA).
Article 1: RECOGNITION

1.1 The District hereby acknowledges that Association is the exclusive bargaining representative for that unit of employees recognized and defined by the District per its Resolution No. 25 (1975-76) dated April 22, 1976, which is incorporated herein, and attached hereto. The unit includes all employees in classified positions who are a part of the classified service, who are in or have completed the probationary period of the District, who receive personnel benefits, and who work twenty (20) hours or more per week. The aforesaid positions are described in Appendix A which is attached hereto and made a part hereof.

1.2 All newly created positions meeting the above specifications, except those that are Certificated, Management, Confidential or Supervisory, shall be in the bargaining unit.

1.3 Disputed cases may be submitted by either the District or the Association to the Public Employment Relations Board in accordance with Government Code Section 3545.
Article 2: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as defined in Education Code Section 81649; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency as provided in Education Code Section 81648.

Any amendment, modification or suspension shall be for a period not longer than the period of the emergency.
3.1 Definitions

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this college district are not within the scope of this procedure.

A "grievant" is any unit member covered by the terms of this Agreement.

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business.

The "immediate supervisor" is the lowest level non-unit supervisor designated by management to administer grievances and having immediate jurisdiction over the grievant.

The "appropriate administrator" is the Administrative Dean or Business Manager, if in that department.

3.2 Representation

The Association Job Steward and the grievant will receive paid time off from duties for the processing of grievances pursuant to this grievance procedure. The unit members who are designated as Association Job Stewards are subject to the following conditions:

3.2.1 By no later than thirty (30) days following the signing of this Agreement the Association will designate in writing to the Superintendent not more than eight (8) employees and their alternates, who are to
receive the time off; the number of designated Association Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1).

3.2.2 After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during "reasonable times" in order to assist in presentation of grievances. The Job Steward shall advise the Supervisor of the grievant of his/her presence.

If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification, the Job Steward shall be permitted to leave his/her normal work area no later than two hours after the Job Steward provides notification.

3.2.3 Twenty-four (24) hours prior to release from duties for grievance processing the designated Job Steward informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and

3.2.4 That such time off for processing grievances shall be limited solely to representing a grievant in a conference with a management person, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation. Both the grievant and the District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a CSEA staff representative at any level of the grievance procedure beyond Level I. At least forty-eight (48) hours notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.
3.3 Procedure

3.3.1 Tape recorders, audio devices or certified shorthand reporters will be permitted only by mutual agreement.

3.3.2 Both the grievant and the management staff shall be entitled to not more than two (2) witnesses at Level IV. If the witnesses are District employees, paid release time for the hearing shall be granted.

3.3.3 Within the time limits hereinafter provided either party may request a personal conference with the other party.

3.4 Informal Level

Before filing a formal grievance the grievant may attempt to resolve it by an informal conference with his/her immediate supervisor.

3.5 Formal Level

Level I

Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate District form to the appropriate administrator within ten (10) days.
This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The appropriate administrator shall communicate his/her decision within ten (10) days after receiving the appeal. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or his designee, provided that his designee is not the same person as at Level II.

This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent/President or his designee shall communicate his decision to the grievant within ten (10) days.

Level IV

If the grievant is not satisfied with the decision at Level III, he/she may within ten (10) days appeal the decision on the appropriate District form to the Board of Trustees.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Board of Trustees, or their designee, shall communicate their decision to the grievant within ten (10) days. The decision of the Board of Trustees shall be final.
Article 4: EMPLOYEE RIGHTS

The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
Article 5: MAINTENANCE OF MEMBERSHIP

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District.

The District shall deduct in accordance with the CSEA dues and service schedule dues from the wages of all employees who are members of CSEA fifteen (15) working days after the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

Once an employee has agreed to and has joined the Association, the employee must retain his/her membership for the duration of the Agreement so long as the unit member remains a member of the bargaining unit.

CSEA shall hold the District harmless in any dispute that arises with regard to the deductions authorized under this Article. It is specifically understood that failure of any CSEA member to pay monies to CSEA, or to comply with CSEA's rules, regulations or by-laws will be a dispute between CSEA and the member and will not be a dispute with or involve the District.
Article 6: COMPENSATION AND BENEFITS

6.1 Compensation

For the fiscal year 1980-81 Unit Members will be paid according to the salary schedule attached as Appendix B.

6.2 Benefits

For the fiscal year 1980-81 Unit Members will receive Health and Welfare Benefits according to Appendix C attached hereto and under the plans described therein.

6.3 The compensation plan for all Unit Members of the Santa Barbara Community College District shall be consistent with the schedule of ranges or rates of pay as adopted by the Board of Trustees. Each class in the classification plan shall be assigned to the appropriate range or rate in the compensation plan upon recommendation of the Personnel Department and with the approval of the Superintendent and the Board of Trustees.

6.3.1 Employment Date and Anniversary Date

Whenever any unit member is appointed and begins working in a position on or before the fifteenth (15th) day of the month, his/her initial employment date shall be the first day of that month during which he/she was employed as a unit member. If the employment commences on or after the sixteenth (16th) day of the month, his/her initial employment date shall be the first of the month following the date of his/her employment. A unit member's anniversary date is the date upon which a unit member is granted an earned salary increment. This is the first day of the pay period next following the successful completion of the established probationary period. The employment date affects benefits, and the anniversary date affects salary. However, the anniversary date is changed when a unit member is promoted.

6.3.2 Priority of Increases

Whenever a unit member is promoted to a class with a higher salary range on his/her salary
compensation provided by the step to which a unit member is assigned on the Basic Pay Plan, and such "Y" rate shall be discontinued when the employee ceases to occupy the position, or whenever the salary range assigned equals, or exceeds, such "Y" rate.

6.3.6 Restorations

A former permanent unit member who resigned in good standing may be reinstated in a vacant position in his/her former class and status within 39 months of the last date of paid service. Also, he/she may be reinstated in a vacant position in a lower related class; if qualified, or in limited-term status in the same or lower class. Such actions are discretionary with the Board of Trustees.

A unit member who has taken a voluntary demotion may be restored to a vacant position in his/her former class or a vacant position in a related lower class, as determined by the Board, within 39 months. Except when demotion was chosen in lieu of layoff, restoration is discretionary with the Board of Trustees.

A unit member who has accepted demotion in lieu of layoff for lack of work, lack of funds, or abolition or reclassification of his/her position, has the right to be reemployed in a vacant position in his/her former class within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right.

Reinstatement or reemployment of a former unit member shall have the following effects:

a. Restoration to the former step in the current salary range for the class, or, if restored in a lower class, to the rate closest to that of the step to which he/she would be assigned if he/she were restored in his/her former class.

b. If restored to permanent status, restoration of accumulated sick leave
anniversary date, he/she shall first receive any within-range increase to which he/she is entitled and then receive the higher step in the new salary range as provided in Section 6.3.8 a of this Agreement.

6.3.3 Increases Within the Salary Range

Salary increases within a range shall be recommended by the Personnel Department after review of the unit member's performance of duty, to include a written evaluation by the unit member's supervisor, and consultation with the unit member's immediate supervisor and the unit member.

Unit members shall be eligible for advancement to the next step of the salary range for their class after completing the probationary period. Eligibility for advancement will be on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

Except for military leaves of absence, the granting of any leave of absence without pay shall cause the unit member's salary increase anniversary date to be postponed one (1) calendar month for each month or major fraction thereof of such leave taken.

6.3.4 Salary on Change in Range Assignment

Whenever a class is reassigned to a higher salary range, the salary of each incumbent in such class shall be adjusted to the step in the new salary range that corresponds to the step he/she was receiving in the former range.

Whenever a class is reassigned to a lower salary range, the "Y" rate principle shall apply. (See Section 6.3.5 and 6.3.8 d(3) of this Agreement.)

6.3.5 Special Compensation - "Y" Rate

The "Y" rate principle is hereby defined as a rate of compensation in excess of the
and seniority as of the date of the separation.

c. Restoration of former anniversary date and employment date but without longevity credit for the off-duty period.

d. Restoration of all rights, benefits, and burdens of a permanent unit member in the class to which restored.

6.3.7 Shift Differential

A shift differential is allowed for all classifications regularly assigned to a swing shift, a graveyard shift, and a split shift, according to the following differential rate schedule:

<table>
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<th>Shift Type</th>
<th>Differential Rate</th>
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<tbody>
<tr>
<td>Swing Shift</td>
<td>Additional 2 1/2% increment</td>
</tr>
<tr>
<td>Split Shift</td>
<td>Additional 2 1/2% increment</td>
</tr>
<tr>
<td>Graveyard Shift</td>
<td>Additional 5% increment</td>
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In order to qualify for a differential compensation, the unit member is to meet one of the following definitions:

Swing Shift - When hours of work regularly assigned exceed 4:30 p.m. by more than three (3) hours per day on a regular or alternate work week. Unit Members must work this shift for at least three (3) of the five (5) normal work days.

Split Shift - When hours of work regularly assigned are split by two (2) or more hours exclusive of meal breaks for three (3) or more days per regular or alternate work week.

Graveyard Shift - When hours of work regularly assigned exceed 12:00 midnight by more than three (3) hours per shift on a regular or alternate work week. Unit members must work this shift for at least three (3) of the five (5) normal work days.

Shift changes which involve a shift differential are subject to approval by the Board of Trustees.
6.3.8 Salaries of Incumbents

a. Promotion

(1) A unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the lowest step of the new salary range that will guarantee a 5% salary increase.

(2) A new anniversary date is established at the time the promotion becomes effective.

(3) The unit member will serve a twelve (12) month probationary period in the new class, and advancement on the new salary range will occur only on the new anniversary date.

(4) Appointment of a unit member to a class with a salary range equal to his/her current range shall not be considered a promotion and shall not warrant a salary increase.

b. Salary on Demotion

Any unit member who is demoted for disciplinary reasons to a position in a class with a lower salary range shall be placed on same step of the lower salary range as he/she held on the range from which demoted. In cases of demotion for other than disciplinary reasons, and for good cause, the Board, upon recommendation of the Superintendent, may fix the salary of the demoted unit member at any step within the appropriate salary range. In either case, his/her salary anniversary date shall not change.

c. Salary on Transfer

Any unit member who is transferred
from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received, and his/her salary anniversary date shall not change.

d. Salary on Position Re-Classification

The salary of the employee of a position which is re-classified shall be determined as follows:

(1) If the position is re-classified to a class having the same salary range, the salary and anniversary date of the incumbent shall not change.

(2) If the position is re-classified to a class which has a higher salary range, then the incumbent shall be placed on the step of the new salary range that is the same as the step the unit member was on in the previous range.

(3) If the position is re-classified to a class which has a lower salary range, the salary of the incumbent shall be adjusted to the step in the new range which provides the same salary he/she was receiving immediately preceding the effective date of the new range. If there is no such step, his/her salary shall be adjusted as provided hereinbelow.

(a) Step-Assignment

(1) If the current salary of the employee is less than the maximum salary for the new class, he/she shall be assigned to the step in the new range having a salary nearest the salary he/she was receiving

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immediately preceding the effective date of the new range.

(2) If the current salary of the employee is greater than the maximum salary for the new class, he/she shall be assigned to the highest step (presently Step "E") in the new range.

(b) Salary to be Paid When Step Assignment Determined

(1) If the current salary of the employee is less than the salary of the step to which he/she was assigned, then the employee's salary shall be increased to the salary of the step to which he/she was assigned.

(2) If the current salary of the employee is greater than the salary of the step to which he/she was assigned, the "Y" rate principle shall apply, and his/her salary shall remain unchanged as provided for in Section 6.3.5.

In any case, the incumbent shall retain the same anniversary date.

6.4 Career Increments for Classified Personnel

6.4.1 10 Years

A unit member who is employed not less than four (4) hours a day, five (5) days a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years shall be granted a career increment equivalent to 2 1/2% of the basic salary per
month to which he/she is entitled in his/her respective position, time assignment, and salary schedule classification established by the Board of Trustees.

6.4.2 15 Years

A unit member who is employed not less than four (4) hours a day, five (5) days a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years shall be granted a career increment equivalent to 5% of the basic salary per month to which he/she is entitled in his/her respective position, time assignment, and salary schedule classification established by the Board of Trustees.

6.4.3 20 Years

A unit member who is employed not less than four (4) hours a day, five (5) days a week, and who has served in the employ of the Santa Barbara Community College District for twenty (20) years shall be granted a career increment equivalent to 7 1/2% of the basic salary per month to which he/she is entitled in his/her respective position, time assignment, and salary schedule classification established by the Board of Trustees.

6.4.4 In determining eligibility for such career increments, the following leaves do not constitute a break in service:

a. Time spent on earned vacation, sick leave, bereavement leave, and industrial accident or illness leave for which salary benefits are provided by the District, and on military leave.

b. Authorized absences without salary for a period of thirty (30) calendar days or less.

6.4.5 In determining eligibility for such career increments, authorized absences without salary in excess of thirty (30) calendar days do constitute a break in service.
6.4.6 The service applicable toward career increment eligibility shall commence on the employment date as specified in Section 6.3.1.

6.5 **Employee Expenses And Materials**

6.5.1 **Uniforms**

The District shall pay the cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by Bargaining Unit Employees in the following classes: Custodial, Grounds, Food Service, Maintenance, Security, Warehouse.

6.5.2 **Safety Equipment**

Should the District require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

6.6 **Physical Examinations**

The District agrees to provide the full cost of any medical examination requested by the District.
Article 7: HOURS

7.1 The regular work week of a full-time unit member normally is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management as to any employee hired after July 15, 1977, and provided that an alternate work week shall be permitted by mutual agreement between any unit member who is a permanent employee on July 15, 1977, and the District, except that permanent unit members who are on an alternate work week on July 15, 1977, are deemed to have agreed to the alternate work week they are then working.

7.2 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours or whose positions are excluded from overtime provisions in accordance with Education Code Section 88029, except as provided in Education Code Section 88027. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the unit member.

7.3 Notwithstanding Sections 7.1 and 7.2 of this Article, the workweek for any unit member having an average work day of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.
7.4 All unit members who have a work day of six (6) hours or more shall be entitled to take a non-paid duty-free lunch period of not less than thirty (30) minutes per day. All bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.

7.5 In the event a unit member who regularly works less than eight (8) hours a day and forty (40) hours a calendar week is designated and authorized to work in excess of the number of hours a day or a week for which he/she is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, he/she shall be compensated for such additional hours at his/her regular rate of pay on a one-for-one basis. Overtime service in excess of eight (8) hours a day shall be compensated at the overtime rates specified for full-time unit members.

7.6 Overtime work for unit members may be ordered and authorized by the Superintendent/President, division head, or department head having jurisdiction and only under circumstances where the interests of the District will clearly be served by such overtime services. The District shall make a reasonable attempt to insure that overtime is rotated among custodians and groundskeepers in the bargaining unit.

Such overtime work in excess of eight (8) hours a day in any one day, or forty (40) hours in any one week, must have written approval of the Business Manager and shall be compensated as he/she directs as follows:

7.6.1 Either cash compensation at the rate of one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the overtime work, or

7.6.2 Compensatory time off at the rate of one and one-half (1 1/2) times the number of hours of authorized overtime work, or

7.6.3 A combination of cash compensation and
compensatory time off as arranged in accordance with terms set forth in this policy.

7.6.4 Compensatory time shall be taken off in units of one-half (1/2) hour or more at times approved by the immediate supervisor.

Compensatory time off shall be granted and taken not later than twelve (12) calendar months following the week in which the overtime was worked and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned.

7.7 Notwithstanding anything herein to the contrary, the Governing Board of District may establish a ten-hour per day, forty-hour four consecutive-days workweek in accordance with Education Code Section 88031 as amended.

7.8 In the event a unit member is permitted to take uncompensated time off for not to exceed eight (8) hours because of personal emergency, and the unit member desires and is permitted to make up the time lost within the current and/or next succeeding calendar week in order to avoid salary deduction for the time lost, said unit member shall not be deemed to have worked overtime or to qualify for overtime compensation to the extent that he/she is making up the time lost because of the personal emergency.

7.9 Service in excess of the normal work day and/or normal work week of a unit member that is rendered at the voluntary discretion of the unit member and that is not designated, authorized, or ordered in advance by the immediate supervisor shall be deemed to be voluntary in nature on the part of the said unit member and no compensation or compensating time off therefor shall be provided for such voluntary overtime service.

7.10 Any unit member called in or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate (cash compensation or compensatory time off).
Article 8: HOLIDAYS

8.1 Except as otherwise provided, all unit members shall be entitled to the following paid holidays provided they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Payment to eligible part-time unit members for such holidays shall be appropriately pro-rated in the proportion that the actual time worked, excluding overtime, bears to time served in a full-time position.

8.1.1 Holidays specified by Education Code:
January 1, February 12, third Monday in February, last Monday in May, July 4, Labor Day, November 11, Thanksgiving Day, December 25, and every day appointed by the President of the United States or the Governor of California for a public fast, thanksgiving, or holiday as specified in the Education Code.

When such a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

When the District requires a unit member to work a workweek other than Monday through Friday, or if such unit member consents to a workweek including Saturday or Sunday or both, and as a result thereof the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday for such unit member, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule.

8.1.2 Holidays specified by the Board of Trustees for unit members:

Friday following Thanksgiving, four (4) consecutive working days between Christmas Day and New Year's Day; for 1980 – January 2, 1981; for 1981 – December 24, 1981; for 1982 – December 23, 1982; and every other
day which the Board specifies as a holiday for unit members.

8.2 Regularly employed unit members who are not normally assigned to duty during the winter vacation period encompassing December 25 and January 1 shall be paid on an appropriate pro-rated basis for these two holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

8.3 Paid status is defined as including time worked and time during which any unit member is excused from work but paid because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence.

8.4 Prior to July 1 of any school year, the Board of Trustees may designate other days during each such year as the holidays to which unit members shall be entitled in lieu of holidays on February 12, third Monday in February, last Monday in May, provided that such designated in-lieu days shall provide for at least a three-day weekend.

8.5 Except as otherwise provided, whenever a unit member is required to work on a specified holiday, he/she shall be paid compensation or given compensating time off for such work at a rate equal to time and one-half in addition to the regular pay received for the holiday.

8.6 Unit members who are assigned for work exclusively on weekends and holidays and who are paid at a special salary rate that recognizes the exclusive weekend and holiday peculiarity, shall be exempted from the provisions of overtime and holiday compensation and shall be paid for such weekend and holiday work at a special salary rate prescribed by the Board of Trustees.
Article 9: VACATION

9.1 For the purpose of this section, "continual service" shall mean employment for ten (10) or more calendar months of each school year.

9.2 A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of the Director, Personnel Services, a vacation may be granted an employee during his/her first six (6) months. The scheduling of all vacations shall be within the sole discretion of the District. Each regular full-time unit member shall be entitled to vacation leave with pay, subject to the following provisions:

9.2.1 From the employment date of full-time service, unit members earn one (1) working day credit for each calendar month, or major fraction thereof, of employment.

9.2.2 After the completion of the second (2nd) year of full-time continual service, unit members shall earn 1 1/4 working days of credit for each calendar month, or major fraction thereof, of employment but must complete the third (3rd) year at employment date to earn fifteen (15) days.

9.2.3 After the completion of the seventh (7th) year of full-time continual service, unit members shall earn 1 1/2 days of credit for each calendar month, or major fraction thereof, of employment but must complete the eighth (8th) year at employment date to earn eighteen (18) days.

9.2.4 After the completion of twelve (12) years of full-time continual service, unit members shall earn 1 2/3 working days of credit for each calendar month, or major fraction thereof, of employment but must complete thirteen (13) years at employment date to earn twenty (20) days.
9.2.5 After completion of the eighteenth (18th) year of full-time continual service, unit members at employment date shall earn twenty-two (22) working days of credit per year.

9.2.6 After completion of the twenty-third (23rd) year of full-time continual service, unit members at employment date shall earn twenty-five (25) working days per year.

9.2.7 Unit members whose positions are excluded from overtime provisions in accordance with Education Code Section 88029 shall earn an additional 1/4 working day of vacation credit for each calendar month, or major fraction thereof, of employment. However, no unit member shall earn more than twenty-five (25) working days of vacation per year.

9.3 It is the policy of the Santa Barbara Community College District that vacation be taken annually; however, vacation credit may be accumulated to a total not exceeding that which the unit member could earn in fifteen (15) months, except that, upon written approval of the Director, Personnel Services, vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two (2) years. Vacation credit in excess of the maximum shall be forfeited. A maximum of twenty (20) vacation days may be taken by unit members with sixty (60) months or less of continuous service. A maximum of thirty (30) days vacation may be taken by unit members with more than sixty (60) months of continuous service.

9.4 Whenever a vacation period includes any declared holidays (other than Saturdays and Sundays), it shall be extended by a number of days equal to said included holidays.

9.5 All unit members rendering less than full-time service shall be entitled to a pro-rated portion of vacation credits computed on the ratio that the hours, days, or months worked bear to full-time service.

9.6 No payment in lieu of taking vacation shall be paid to any unit member, except upon termination of employment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the
time of termination.

9.7 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the unit member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall make a reasonable effort to schedule vacations for the dates requested by unit members.

When it is convenient to the Department and when two or more unit members' requests are for vacations in the same time period, the unit member with the greater seniority shall be granted his/her request. If the unit members involved have equal seniority, then they shall be chosen by lot.

All ten (10) and eleven (11) month unit members shall take earned vacations during the Christmas and/or Spring vacations or as otherwise approved by the immediate supervisor.

9.8 Illness and Bereavement While on Vacation

Any permanent unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave under the following conditions:

9.8.1 If the illness or bereavement is for three (3) consecutive days or more, or

9.8.2 If the illness or bereavement is such that had the unit member been working, he/she would have been absent on sick or bereavement leave, or

9.8.3 If the unit member normally is required to return to duty immediately following the vacation period, and

9.8.4 If the request is filed with the Personnel Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary, extenuating circumstances exist which prevent such filing, and,

9.8.5 If the filed request fully outlines the
reasons for the request and is fully substantiated to include medical reports in the case of illness.

When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation, as defined in Section 9.3.
Article 10: TRANSFER AND DEMOTION

10.1 Transfers of bargaining unit members may be initiated by the District management or requested by the bargaining unit employee at any time. A unit member affected by such transfer shall be given forty-eight (48) hours notice prior to the effective date of the transfer. A conference will be held between the appropriate management person and the unit member in order to discuss the transfer.

10.2 For the purpose of this section, a "transfer" shall mean the reassignment of a unit member from one position to another position in the same class or to a position in a similar or related class with the same salary range. (See Section 6.3.8 c., Salary on Transfer.)

10.3 A permanent unit member may request voluntary demotion to a class with a lower maximum salary rate. Such requests require the approval of the immediate supervisor, the department head, and that of the head of the department to which he/she is to be assigned. (See Section 6.3.8 b., Salary on Demotion.)

10.4 A unit member desiring a transfer shall file a written request with the personnel department. The personnel department shall retain the employee's request for transfer for one (1) calendar year. Unless the transfer request is renewed by the unit member, it shall be removed from the transfer file.

10.5 When a new position is created or an existing position becomes vacant, the District shall, prior to advertising the position, consider those bargaining unit employees serving in the District who have a transfer request on file, provided that the unit employee meets the established qualifications for the vacant position. The final selection is within the sole discretion of the District management.

10.6 Transfers shall not change the employee's salary rate, anniversary date, or accumulated benefits. However, if the employee is transferred to another class, his seniority in that class shall begin on
the date of the transfer.

10.7 Involuntary transfers shall be discussed with the employee by his/her supervisor or the personnel director.
Article 11: PROBATIONARY PERIOD

11.1 Duration of Probation

All original and promotional appointments in
the classified services shall be subject to the
serving of a probationary period, which shall
be considered a part of the examining process.

11.2 Length of Probationary Period

The probationary period shall be twelve (12)
months of service in paid status in the position
to which assigned. Any leave of absence exceeding
fifteen (15) calendar days shall cause the
probationary period to be extended one (1) month
for each month, or major fraction thereof, of
such leave taken. The unit member's anniversary
date shall be changed to the date of completion
of the probationary period.

11.3 Not Subject to Grievance Procedure

Article 11 is not subject to the grievance
procedure.
Article 12: LAYOFFS

General

Layoffs in the classified service may be effected for lack of work or lack of funds. Normally such layoffs will be effected at the end of a fiscal year. An employee subject to layoff will be given at least thirty (30) days notice before the layoff will be effective.

12.1 Order of Layoff

12.1.1 Length of service (seniority) as prescribed herein will be the only criterion used to effect layoffs.

a. "Hours" credited for seniority

(1) All hours in paid status, including vacation, sick leave, holidays, plus all other paid leaves.

(2) All hours on military leave of absence.

(3) All hours worked during non-academic year in same job classification (10-, 11-month employees).

(4) All hours beyond normal work assignment in same classification, except those compensated on overtime basis (under 8 hours/day and/or 40/hours week).

b. "Hours" not credited for seniority

(1) All overtime hours

(2) All hours on leave without pay

(3) All hours as non-classified service employee

12.1.2 The employee who has been employed the shortest time in the class where layoffs are required, plus higher classes, shall be laid off first.
"Time in the class"

a. An employee who is changed from one job classification to another (due to promotion, reassignment, reclassification study) shall have his/her seniority in the new class begin accumulating on the date of the change in classification.

b. Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases of demotion. In these cases, the employee's seniority shall be computed from the date of his/her earliest entrance into the former classification.

12.2 Rights of Employees Upon Layoff

12.2.1 A reemployment list for each class subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.

12.2.2 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class, plus higher classes, and they shall be reemployed in accordance therewith as vacancies occur in the class for which the list has been established.

12.2.3 Persons on a layoff reemployment list will be reemployed over all other candidates for the position vacancy except for reemployment list established in accordance with the provisions of Education Code Sections 88191 and 88195 when those lists were established after the layoff was effected.

12.2.4 When reemploys lists are in effect in accordance with Education Code Sections 88191 and/or 88195 and persons thereon have served in the class effecting layoffs, they will be placed on the layoff reemployment list according to seniority if they would have been laid off had they been in active service.
12.2.5 Offer of Reemployment - When a vacancy occurs in a class for which a layoff reemployment list has been established, the senior employee will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain his position on the list. If he twice declines an appointment, his name will be removed from the list and he forfeits all rights to which he would otherwise be entitled.

12.2.6 An employee required to be laid off may be assigned to a position vacancy in another class for which he is qualified. Such assignment will not be made on previous length of service, but if so assigned, salary schedule placement will be made on the basis of prior service. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will be counted only from the time of assignment to the position.

Assignment to a position vacancy in another class, under this rule, in no manner voids the employee's layoff rights under other subsections.

12.2.7 Rights Upon Reemployment - A person reemployed from a layoff list will, upon resumption of his duties, be fully restored as a permanent employee and the break in service will be disregarded.

12.2.8 Acceptance of Substitute or Short-Term Employment - An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list may be reemployed as a substitute or short-term employee (as that latter term is defined in Education Code Section 88003) in any class for which qualified and such employment shall in no manner jeopardize or otherwise affect his status or eligibility for reemployment.
The District will attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their relative seniority but are not bound by seniority.

12.2.9 Displacement Rights -

a. An employee in the classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to displace an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

b. A classified employee who is displaced by an employee with greater seniority shall have displacement rights as though he had been laid off for lack of work or lack of funds.

12.2.10 Seniority Roster - The District shall maintain a seniority roster indicating employees' class seniority. Such rosters shall be available to CSEA upon request.

12.2.11 Any reduction in regularly-assigned hours shall be considered a layoff under the provisions of this Article.

12.2.12 Equal Seniority - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
Article 13: EVALUATIONS

13.1 Each department head shall provide for at least an annual evaluation of all permanent unit members in his/her department in achieving the standard of work performance required. This evaluation shall include a discussion between the unit member and his/her immediate supervisor for the purpose of determining goals and evaluating progress toward better performance and personal development. A record of the results of these discussions shall be forwarded to the unit member, the department head, and the Personnel Department by the supervisor on forms prescribed by the Personnel Department.

13.2 Each unit member shall be given a copy of the evaluation form prepared by his/her supervisor regarding his progress. Copies of the report shall be available to the supervisor, the department head, the Personnel Department, the Superintendent, and the Board of Trustees.

13.3 All unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:

13.3.1 Probationary unit members - at least at the beginning of the fourth (4th), eighth (8th), and eleventh (11th) months of service.

13.3.2 Permanent unit members - at least once each twelve- (12) month period.

13.4 The employee shall have the right to review and respond to any evaluation prepared pursuant hereto.

13.5 The signature of the unit member on the evaluation form shall not necessarily be construed to mean agreement with the contents of the evaluation report.
Article 14: LEAVE PROVISIONS

The benefits which are expressly provided by this section, Article 14, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 3.

14.1 Sick Leave

14.1.1 Sick leave is the authorized absence of a unit member because of personal illness or injury or exposure to contagious disease.

14.1.2 Full-time unit members shall accrue sick leave for personal illness or injury at the rate of one (1) day for each calendar month of service or major fraction thereof during the fiscal year.

14.1.3 For unit members, "immediate family" means mother, mother-in-law, father, father-in-law, grandmother or grandfather of the unit member or the spouse of the unit member, spouse, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

14.1.4 Unit members serving less than a fiscal year or on less than a full-time basis shall accrue sick leave in proportion that the time worked bears to a fiscal year of full-time service.

14.1.5 A new unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under Education Code Section 88191 or 88196, until the first day of the calendar month after completion of six (6) months of active service with the District.

14.1.6 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.
14.1.7 Legal holidays, Saturdays, and Sundays shall not be counted as any part of said sick leave unless the unit member is obligated to work on such days.

14.1.8 For any absence of up to five (5) consecutive working days the Personnel Department shall require a written statement from the unit member stating that the unit member was absent because of illness or injury. After an absence of more than five (5) consecutive working days, the Personnel Department shall require written verification of illness or injury by the unit member. Additionally, the Personnel Department shall require the verification by the unit member's medical authority, as to a unit member's reason for absence in order to establish the validity of such absence of more than five (5) consecutive working days. Such verification from the medical authority shall include either (1) a statement concerning the unit member's illness or injury to justify his/her continued absence from work, or (2) a statement concerning the unit member's ability to return to his/her assigned duties in the District following his/her illness or injury which resulted in an absence of more than five (5) consecutive working days. The Superintendent may require that the District select one or more physicians at District expense to verify the frequent recurrence of the same illness or injury. Such verification will include a statement covering either the unit member's need for intermittent absence from work due to illness or injury or the degree of duty the unit member can assume within his/her assigned duties in the District. Under no circumstances may sick leave be used in lieu of, in addition to, or as vacation, except as provided in Section 14.2 of this Agreement.

14.1.9 Termination of a unit member's employment or service shall abrogate all sick leave accrued to the time of such termination.
However, if such person subsequently re-enters employment or service within 39 months from the date of separation as provided in these policies, all benefits shall be restored.

14.1.10 Upon written request a new unit member who has been employed in a California public school district within one (1) year of the time he/she is employed by the Santa Barbara Community College District shall have any unused sick leave remaining from said former district transferred to the unit member's sick leave account in the Santa Barbara Community College District.

14.1.11 Upon separation from the District no remuneration will be paid for unused sick leave. Upon separation from the District, any absence due to illness or injury beyond authorized sick leave shall be deducted from the final warrant of the unit member.

14.2 Personal Necessity

In addition to other leaves, unit members may use a maximum of six (6) sick leave days as provided in Education Code Section 88191 in any fiscal year (at the unit member's election) in cases of personal necessity for any of the following:

14.2.1 Death of a member of his/her immediate family, as defined in Section 14.1.3, when additional leave is required beyond the provided bereavement leave.

14.2.2 Accident involving his/her person or property, or person or property of a member of his/her immediate family.

14.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

14.2.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the unit member
and his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples. Such circumstances shall be reported by the unit member to his/her immediate supervisor without delay so that verification to the Payroll Department will occur within the next payroll period.

14.2.5 Death of a close personal friend or a member of the unit member's family not defined as "immediate member of the family."

14.2.6 Personal business that cannot reasonably be expected to be conducted outside of regular working hours.

14.2.7 Illness of a member of the unit member's immediate family.

14.3 Industrial Accident and Industrial Illness Leave

14.3.1 Leaves resulting from industrial accident or industrial illness shall be granted to unit members and used in lieu of entitlement granted under Section 14.1 of this Agreement, in accordance with the provisions of Education Code Section 88192.

14.3.2 A permanent unit member who has been employed for a period of at least one year shall be granted a leave of absence with pay when he/she is absent due to an industrial accident or illness which arose out of and in the course of employment by the Santa Barbara Community College District in accordance with the following regulations:

a. Any unit member who receives temporary disability benefits under Worker's Compensation laws of this state shall not be entitled to receive wages or salary from the Santa Barbara Community College District which, when added to the temporary disability benefits, will exceed a full day's wages or salary.

b. During periods of temporary disability so long as the unit member has available
for his/her use sick leave, vacation leave, compensating time off, or other paid leave of absence, the unit member shall be required to endorse his/her temporary disability checks payable to the Santa Barbara Community College District.

c. When sick leave, vacation leave, compensating time off, or other available paid leave is used in conjunction with temporary disability benefits derived from Worker's Compensation, the unit member's salary shall be reduced only in the amount necessary to provide a full day's wage or salary when added to the temporary disability benefits of unit members.

d. The accident must have been reported and verified according to administrative regulations and must be accepted by the District's Worker's Compensation Insurance carrier as a bonafide injury arising out of and in the course of employment.

e. Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident or illness. In the event that the sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled only to those days remaining in the end of the fiscal year in which the accident or illness occurred.

f. Such leave shall not be cumulative from year to year.

g. Leave benefits shall not be applied retroactively to any injury or illness occurring prior to initiation of service with the District.

h. During all paid leaves of absence required as a result of industrial accident leave, sick leave, vacation, or other paid leave, the unit member shall endorse to the Santa Barbara
Community College District wage loss benefit checks received under State Worker's Compensation laws. The Santa Barbara Community College District, in turn, shall issue the unit member appropriate forms for full payment of salary and shall make normal payroll deductions.

i. After allowable industrial accident or illness leave is exhausted, accumulative sick leave, approved compensatory time due, and/or allowable vacation time may be applied against the unit member's continuing absence for the same injury, and the unit member shall continue to endorse his/her District's Worker's Compensation Insurance carrier's checks to the District. Also, the Board of Trustees may grant additional leave under the provisions of Education Code Section 88199.

j. A unit member's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Trustees for absence from the State.

k. The leave shall commence on the first day of absence and the amount of allowable leave shall be reduced by one (1) day for each day of absence authorized by said leave.

l. If the unit member is not medically able to resume the normal duties of his/her position at the expiration of all available leaves of absence, he/she shall be placed on a re-employment list for a period of 39 months. If the unit member has medically recovered and is available during the 39-month period, he/she shall be employed in any vacant position in his/her previous classification over all other candidates except those on a re-employment list established as a result of a layoff in which case he/she shall be listed in accordance with
appropriate seniority.

m. Any unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

n. A unit member who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the re-employment list. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time basis, and in assignment areas in which the unit member has made him/herself available. Unit members removed from a re-employment list under this rule may appeal the removal to the Superintendent.

o. The period of leave shall not be considered to be a break in service of the unit member.

14.4 Entitlement to Other Sick Leave

At the beginning of each fiscal year each permanent unit member shall be entitled to additional sick leave in an amount that when added to his/her accumulated sick leave as specified and referenced in Education Code Section 88196, shall not exceed 100 working days. Such days of paid sick leave in addition to those required by Education Code Section 88196 shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary. The paid additional sick leave as herein authorized shall exclude with exception of accumulated sick leave all other paid leave, holidays, vacation, and compensating time, to which the unit member may be entitled. The paid additional 100 working days shall be credited whether or not the absence arises out of or in the course of employment of the unit member.
14.5 Bereavement Leave

14.5.1 Every unit member shall be granted necessary leave of absence not to exceed three (3) days, or five (5) days if travel of more than three hundred (300) miles one way or out-of-state travel is required, on account of the death of any member of his/her immediate family.

14.5.2 No deduction shall be made from the salary of a unit member of the classified service granted a bereavement leave, nor shall such leave be deducted from any other leaves granted by other sections of these rules.

14.5.3 Additional bereavement leave, not to exceed six (6) days, may be allowed. If allowed by the Director of Personnel, the days shall be deducted from the unit member's accumulated sick leave.

14.5.4 "Member of the immediate family" shall have the same definition as in Section 14.1.3.

14.6 Jury Duty and Witness Leave

14.6.1 Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for a period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the Personnel Department. Request for jury service leave should be made by presenting the official court summons for jury service to the Personnel Department or by other verification to the Personnel Department.

14.6.2 Leave of absence to serve as a witness in a court case shall be granted to a unit member when he/she has been served a subpoena to appear as a witness, not as a liti-
giant, in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the District and the subpoena or court certification is filed with the Personnel Department. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Personnel Department.

The jury service fee and witness fee referred to in the above do not include reimbursement for transportation expenses.

14.6.3 The unit member who has received leave of absence under this rule shall make him/herself available for work during normal hours when his/her presence is not required in court.

14.6.4 Any day during which any employee in the bargaining unit whose regular shift commences at 4:00 P.M. or after and who is required to serve on a jury or appear in court as a witness shall be relieved from work, with pay, for the number of hours served.

14.7 Maternity Leave

14.7.1 Unit members are entitled to use personal illness leave as set forth in Section 14.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination.
of the unit member by a physician appointed by the District.

14.7.2 Nothing in this section shall be construed so as to deprive any unit member of sick leave rights under other articles of this Agreement for absences due to illness or injury resulting from pregnancy.

14.8 Miscellaneous Provisions

14.8.1 Military Leave

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code Sections 389, 395, and 395.3, and Education Code Sections 87731 and 87700.

14.8.2 Leaves of Absence Without Pay

a. The Superintendent may authorize a leave of absence without pay for any permanent or probationary unit member for a period not to exceed thirty (30) calendar days. Leaves of absence without pay in excess of thirty (30) calendar days must be approved by the Board of Trustees.

b. A leave of absence shall be granted only to a unit member who desires to return therefrom to the classified service and who, at the time the leave is granted, has a satisfactory service record.

c. Leave of absence without pay may be granted to a unit member for any of the following reasons:

(1) To attend school or college or to be trained to improve the quality of his/her service;

(2) If temporarily incapacitated by illness.

(3) If he/she is loaned to another governmental agency for the performance of his/her specific assignment;
(4) Or other authorized reasons.

d. Authorized leave of absence without pay in excess of thirty (30) calendar days shall not be construed as a break in service. Rights accrued at the time the leave is granted shall be retained by the unit member. Vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. A unit member returning from a leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the unit member's salary anniversary date shall be postponed one (1) calendar month for each month, or major fraction thereof, of leave taken.

14.8.3 Additional Leaves for Non-industrial Accident or Illness

A permanent unit member who has exhausted all entitlement to sick leave, vacation leave, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may, with the recommendation of the Superintendent and approval of the Board of Trustees, be granted six (6) months' leave, paid or unpaid, as determined by the Board, not to exceed eighteen (18) months. Refer to Education Code Section 88195.

14.8.4 Absence Without Leave

All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence may be made the grounds for disciplinary action and will serve to interrupt continuous service. Absence without leave, voluntary or involuntary, for ten (10) consecutive working days is automatic.
resignation from the District.

14.8.5 Reporting of Absences

a. Any unit member of the classified service who is absent from duty for any reason shall report the reason therefor to his/her supervisor immediately on the day of absence or before, if possible, and in any case, at the earliest practicable time.

b. The Payroll Office records shall be considered the official District record for absences from work.
Article 15: ASSOCIATION RIGHTS

15.1 All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours except when:

15.1.1 An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted;

15.1.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 1, and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with an Association representative.

15.2 The District agrees to grant the Association access to employees' work location during the unit members' meal break or after normal working hours. Any CSEA staff member, Association officer, and/or Job Steward shall, prior to contacting an employee, make his/her presence known to the worksite management office.

15.3 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

15.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president;

15.3.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and

15.3.3 The Association will not post or distrib-
ute information which is defamatory of the District or its personnel.

15.4 As soon as practicable after execution of this Agreement the District shall provide a copy of this contract to each unit member.

15.5 The District agrees to provide the Association with the name, employment date, job class, work location of unit members, thirty (30) days after the effective date of this Agreement, with an annual update, for the life of this Agreement.

15.6 The District will provide the Association with one (1) copy of the Board Agenda with attachments and upon request one (1) copy of nonconfidential enclosures.

15.7 Two CSEA Chapter delegates shall be granted paid release time not to exceed five (5) days to attend the CSEA Annual Conference.

15.8 The Association shall have the right to use, without fee, District facilities at reasonable times for the purpose of Association meetings. The Association shall be responsible for returning the facilities to the condition they were in before the meeting.
Article 16: SEVERABILITY

16.1 If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

16.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
Article 17: CONCERTED ACTIVITIES

17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, abuse of District leave policies, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, picketing, abuse of District leave policies, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

17.3 It is agreed and understood that any unit member violating this Article may be subject to disciplinary action including termination as may be deemed appropriate by the District.

17.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any unit member and/or the Association.

17.5 It is agreed that in the event this Article is violated, the District shall be reimbursed by the Association for any expenses or damages suffered by the District resulting from this violation.

17.6 It is agreed that the District will not engage in any lockout during the term of this Agreement.
Article 18: SUPPORT OF AGREEMENT

The Association agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.
Article 19: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District to the extent permitted by State law.
Article 20: COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
Article 21: TERM

Except as provided below, this Agreement shall remain in full force and effect up to and including June 30, 1983, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the Agreement.

Notwithstanding the above, it is agreed by both parties that those issues regarding the health and welfare benefit plan, including the dollar amount per unit member (see Appendix C) and salaries (see Appendix B) may be reopened and negotiated each fiscal year for a period of not more than sixty (60) days prior to the beginning of the 1981-82 fiscal year and the 1982-83 fiscal year.

Additional Articles may be reopened and negotiated only upon the mutual agreement of both parties.

January 15, 1981.

[Signatures]

THOMAS P. ANDERLE, Attorney
Chief Negotiator
Santa Barbara Community College District

WILLIAM REGIS, President
California School Employees Association Chapter #289

DAVID MERTES
Superintendent/President
Santa Barbara Community College District

LEONARD BONILLA
Field Representative
California School Employees Association Chapter #289

JOYCE POWELL, President
Board of Trustees
Santa Barbara Community College District
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGES DISTRICT

RE: VOLUNTARY RECOGNITION OF THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AS EXCLUSIVE REPRESENTATIVE FOR CLASSIFIED EMPLOYEES

WHEREAS, Section 3540, et seq. of the Government Code, Title 1, Division 4,
Chapter 10.7 (Rodda Act) provides that the public school employer
may voluntarily recognize an employee organization as the ex-
clusive representative of an appropriate unit of employees; and

WHEREAS, the California School Employees Association has requested recogni-
tion pursuant to the provisions of the "Rodda Act" and has com-
plied with the appropriate sections of the rules and regulations
of the Educational Employment Relations Board; and

WHEREAS, the California School Employees Association has agreed not to
seek a clarification, or amendment, of the representation unit;

THEREFORE, BE IT RESOLVED THAT the BOARD OF TRUSTEES of the SANTA BARBARA
COMMUNITY COLLEGE DISTRICT hereby grants exclusive recognition
to the California School Employee Association for the employees
in the representation unit which is described in the CSEA request
for exclusive representation, dated April 2, 1976, and excluding
all other positions not designated, including but not limited to
those employees designated as management, supervisory, or confi-
dential by the District.

PASSED AND ADOPTED this 22nd day of April, 1976
by members of the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE
DISTRICT:

ANN CUTFALL President JAMES H. CARVIN Member
DR. JOE W. DOGBS Vice-President JOYCE M. MCCULLY Member
KATRIN O. ALEXANDER Member BENJAMIN P. J. WELLS Member
California School Employees Association
2350 Paragon Drive , P. O. Box 640
San Jose , California 95106

Channel City Chapter # 289
22 San Dimas Ave.
Santa Barbara , Ca. 93111

Governing Board
Santa Barbara Community College
721 Cliff Dr.
Santa Barbara , Ca. 93109

Attention: Dr. Glen G. Gooder Secretary to the Governing Board - President

Honorable Members:

The California School Employees Association and its Channel City Chapter #289 Hereinafter referred to as CSEA, request that the Governing Board recognize CSEA as the exclusive representative of the classified employee unit described below in accordance with the authority granted by Government Code Section 3544.

Unit

The unit for which CSEA request exclusive representation is composed of approximately 188 classified employees as reflected by the public records of the district. We request that all of the classified employees a part of the classified service who receive personnel benefits and work 20 hours a week or more, and are in, or have completed the probationary period of the district, be designated as an appropriate unit, which shall INCLUDE but not be limited to the following major groupings of jobs: Food Services, Clerical and Secretarial, operations and Maintenance to include Custodial/maintenance/grounds, Instructional Aides (paraprofessionals), and Transportation.

The unit excludes noon duty supervisors (by whatever name) when the job description does not authorize or require the performance of duties other than playground supervision of students for the purpose of providing certificated personnel with a duty free lunch period, and those positions not a part of the classified service who work less than 20 hours a week and who do not receive personnel benefits, and who do not gain permanent status as defined by the California Educational Code. The unit also excludes those positions which can be lawfully be declared management, confidential, and supervisory. The unit is based upon a community of interest between and among the employees and their established practices, and the fact that the proposed unit will promote the efficient operation of the district.
EMPLOYEES

CSEA declares that a majority of this unit has provided CSEA with signed authorizations for representation as their sole and exclusive bargaining representative for all matters relating to wages, hours, and other terms and conditions of employment. While the law permits the submission of membership list to indicate support for recognition, CSEA has circulated petitions evidencing support for recognition so that the board will be aware that the request for recognition is based upon CURRENT support.

Copies of this are attached as Exhibits A (1 - 12)

STATEMENTS

A copy of CSEA's request for recognition has been filed with the appropriate regional office of the Educational Employment Relations Board.

CSEA certifies that no other employee organization within the 12 months preceding this request for recognition is known to have been recognized by the employer as the exclusive representative of any of the classified employees included in the unit described above. CSEA certifies that no other employee organization is known to have a written agreement with the district covering any employee included in the unit described in this request for recognition.

REQUEST

Accordingly, CSEA respectfully requests recognition as the exclusive representative for all employees a part of the unit described herein for the purpose of meeting, negotiating, and representing each and every employee of that unit.

ORGANIZATIONAL REPRESENTATIVE

Any communications or questions regarding this request should be directed to:

Leonard C. Bonilla    Field Representative
California School Employees Association
3701 State Street    Suite 214
Santa Barbara, Ca. 93105    Phone (805) 682-22012

Respectfully submitted,

[Signature]
President

Attachments: Exhibits A (1 - 12)

CC: Educational Employment Relations Board

-2-
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

The Bargaining Unit for which this Agreement is effective consists of the following classifications:

Account Clerk Intermediate
Account Clerk Junior
Account Clerk Senior
Admissions and Records Clerk
Admissions and Records Clerk Senior
Advisor, Student Activities
Athletic Equipment Attendant
Athletic Equipment Attendant Senior
Athletic Trainer and Coordinator of Gym Facilities
Audio Visual Materials Assistant
Audio Visual Technician
Bookstore Cashier
Bookstore Supply Clerk
Bookstore Supply Buyer
Computer Operator
Computer Operations Manager
Coordinator, Publications
Custodian
Custodian, Senior
Department Aide
Division Aide
Department Trainee
Electronics Media Technician
Financial Aids Advisor
Food Service Helper
Geoscience Illustrator
Groundskeeper
Groundskeeper Lead
Groundskeeper Trainee
Keypunch Operator
Laboratory Teaching Assistant
Laboratory Technician
Laboratory Technician Supervisor
Laboratory Technician Senior
Language Laboratory Technician
Library Technician
Linotype/Press Operator
Maintenance Trainee
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Media Production Coordinator
Offset Duplicating Machine Operator
Offset Duplicating Machine Operator, Senior
PABX Operator/Receptionist
Principal Clerk
Production Office Supervisor
Program Planning Assistant
Programmer/Analyst
Properties Custodian/Technician
Public Information Assistant
Purchasing Clerk
Secretary
Secretary, Administrative
Secretary, Senior
Security Officer
Special Program Advisor
Stagecraft Technician
Statistical Clerk
Statistical Technician
Storekeeper
Student Placement Clerk
Teacher's Aide
Teacher's Aide, Senior
Testing Technician
Textbook Buyer
Theatre Technician
Typist Clerk, Intermediate
Typist Clerk, Junior
Typist Clerk, Senior
Tutor I
Tutor II

And Excludes:

Management
Business Manager
Director, Personnel/Affirmative Action Officer
Administrative Assistant to Superintendent/President
Controller
Director, Facilities and Operations
Bookstore Manager
College Information Officer
Director, Purchasing
Assistant Director, Facilities and Operations
Personnel Specialist

Supervisory
Business Services Supervisor
Custodial Supervisor
Admissions and Records Office Supervisor

Confidential
Secretary to Superintendent/Board of Trustees
Secretary, Administrative-Confidential
Certificated Personnel Technician
Secretary-Confidential
Credentials Clerk
Typist Clerk, Intermediate-Confidential
Typist Clerk, Senior-Confidential
Classified Personnel Clerk
### APPENDIX "B"

**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**80/81 BASIC CLASSIFIED SALARY SCHEDULE**

**CSEA BARGAINING UNIT**

HOURLY RATE IS COMPUTED BY DIVIDING MONTHLY RATE BY 173.33

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APPENDIX "C"

HEALTH AND WELFARE BENEFITS

The district will provide for each full-time unit member $1,795 per year for payment of premiums for existing unit members for health and welfare benefits; such amount shall be pro-rated for existing unit members of the classified service who work less than full-time but half-time or more in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bears to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or ten (10) calendar months during the school year. Health and welfare benefits are granted only to persons employed half-time or more.

Blue Cross Foundation  Group # 16541-B
Blue Cross Health Net  Group # 50466-B
INA Health Plan  Group # 04300
Great West Life Assurance  Group # 33677
INA Salary Continuation  Group # LK-5017
Blue Cross Group Practice  Group # 16541-D
INA Dental  Group # 04300
Valley Forge Life Insurance  Chapter # 7197

The District shall continue the employee selection plan that allows employees to purchase Tax Shelter Annuities and/or other insurance.