PROPOSED AGREEMENT

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

CHAPTER 289

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Santa Barbara, California

July, 1983
Dues Deduction

The District will deduct from the pay of Association members who have elected such deductions as of the date of this Agreement and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

5.1 Such deduction shall be made only upon a District-approved form of a duly executed and revocable authorization by the employee.

5.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing at least thirty-five (35) working days after such submission of written authorization.

5.3 The Association shall provide members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the members with the opportunity to revoke any authorization.

Article 6: Compensation and Benefits ............... 10 Change Dates

6.1 Compensation

For the fiscal year 1983-84 Unit Members will be paid according to the salary schedule attached as Appendix B.

6.2 Benefits

For the fiscal year 1983-84 Unit Members will receive Health and Welfare Benefits according to Appendix C attached hereto and under the plans described therein.
6.3.6 Restoration

b. A former permanent unit member who resigned in good standing and who is reemployed, within 39 months of the last date of paid service, in a higher class than his/her former class at the time of resignation, shall be placed at the salary step that is closest to but greater than the current rate of the former step of the lower class at the time of separation. 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. Reemployment of a former unit member into a higher class shall have, after the successful completion of the probationary period, the following effects:

1. Restoration of accumulated sick leave and seniority as of the date of the separation.

2. Restoration of the unit member's former employment date but without longevity credit for the off-duty period.

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

6.3.8 Salary on Demotion

b. Any unit member who has taken a voluntary demotion, or is demoted for other than disciplinary reasons and for good cause and subsequently accepts a promotion to a higher class than his/her former class before the demotion, shall have his/her salary placement determined on the basis of his/her former higher class in accordance with promotional policies under 6.3.8,a.

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.

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. Rest periods may not be used to extend lunch periods or to shorten the regular eight (8) hour work day.
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<td>Article 8: Holidays</td>
<td>22</td>
<td>Amend Section</td>
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<td>8.1.2 Holidays specified by the Board of Trustees for unit members:</td>
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<td>Friday following Thanksgiving, four (4) consecutive working days between Christmas Day and New Year's Day; for 1983 - December 23, 1983; for 1984 - December 24, 1984; for 1985 - December 24, 1985; and every other day which the Board specifies as a holiday for unit members.</td>
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<td>Article 9: Vacation</td>
<td>24</td>
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<td>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.</td>
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<td>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.</td>
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<td>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.</td>
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<td>9.2.5 After completion of the eighteenth (18th) year of full-time continual service, unit members shall earn 1 5/6 working days of credit for each calendar month, or major fraction thereof, of employment.</td>
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<td>9.2.6 After completion of the twenty-third (23rd) year of full-time continual service, unit members shall earn 2 1/12 working days of credit for each calendar month, or major fraction thereof, of employment.</td>
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<td>9.7.1 The Board of Trustees may close the College during the non-teaching periods and require that each unit member submit either a vacation request or personal leave of absence without pay to cover the period of closure.</td>
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<td>Article 10: Transfer and Demotion</td>
<td>28</td>
<td>Delete Section 10.5</td>
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<td>Article 11: Probationary Period</td>
<td>30</td>
<td>No Change</td>
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The parties agree that the provisions of this Article represent a comprehensive agreement as to all aspects of layoffs including effects and the District shall not be obligated to negotiate further if and when it exercises its right to implement any layoffs during the term of this agreement.

12.2.11

Any reduction in regularly-assigned hours shall for all purposes be considered to be a layoff decision under the provisions of this Article.

14.1.8 (Change section to reflect change from five (5) consecutive working days to three (3) consecutive working days).

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 sick leave in addition to those required by Education Code Section 88196 shall be compensated at the rate of fifty per cent (50%) of the unit member's regular salary for absences which exceed three (3) consecutive work days and for which the District is provided written medical verification of the reason for absence. 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.
Article 15: Association Rights .......................... 49  Deletions

15.4 Delete Section
15.7 Delete Section
15.8 Delete Section

.......................................................... 49  Addition

15.9 The District shall grant release time (personal leave without pay) or use of vacation time for up to three (3) unit members for any negotiation session held during normal working hours. Negotiating unit members shall submit such requests for personal leave/vacation within twenty-four (24) hours of such use.

(Re-number entire article as appropriate)

Article 16: Severability ............................... 50  No Change

Article 17: Concerted Activities ..................... 17  No Change

Article 18: Support of Agreement ..................... 18  No Change

Article 19: Effect of Agreement ....................... 19  No Change

Article 20: Completion of Meet and Negotiation ..... 54  No Change

Article 21: Term ........................................ 55  Amend Section

Except as provided below, this Agreement shall remain in full force and effect up to and including June 30, 1986, 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 1984-85 fiscal year and the 1985-86 fiscal year.

Additional Articles may be reopened and negotiated only upon the mutual agreement of both parties.
APPENDIX A: Update as appropriate

APPENDIX B: No change from 1983-84 Salary Schedule

APPENDIX C: No change except to delete INA Health Plan and add Blue Cross (UCR) Dental Group #16541E.