PROPOSED AGREEMENT

Between The

California School Employees Association
and its
Chapter 289

and the

Santa Barbara Community College District
Santa Barbara, California

Enclosure 1
Item 2.2-b
11/13/86
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Article 5: DUES DEDUCTIONS

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

6.1 COMPENSATION
For the calendar year 1987 unit members will be paid according to the salary schedule attached as Appendix B.

6.2 BENEFITS
For the fiscal year 1985-86 unit members will receive Health and Welfare Benefits according to Appendix C attached hereto and under the plans Described therein.
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, suffered or permitted 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 work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required, suffered or permitted to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week 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.

7.6 Overtime work for unit members may be ordered and authorized in advance 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 ensure 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 advance written approval of the appropriate Vice President and 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. Overtime may be compensated with time and one-half compensation time credits in lieu of cash payments up to a maximum of 240 comp time hours (160 hours straight time equals 240 hours comp time).

7.9 Delete paragraph.

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 therefore shall be provided for such voluntary overtime service.
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; Martin Luther King Day; and every other day which the Board specifies as a holiday for unit members.

NOTE: Total Proposed Holidays

Ed. Code Holidays:

January 1
Lincoln's Birthday
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4
Labor Day
Veteran's Day
Thanksgiving Day
December 25

Board of Trustees Holidays:

Friday following Thanksgiving
Four (4) working days between Christmas & New Year's Day
Martin Luther King Day

TOTAL 15
Article 9: VACATION

9.6 No payment in lieu of taking vacation shall be paid to any unit member, except upon termination of employment, except that unit members who have not completed six months employment in probationary status shall not be entitled to such payment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of termination.

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

9.8.43 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,

9.8.54 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in case of illness.
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<td>Article 15.7: [Note: Article 15.7 text is partially obscured, but it appears to discuss a CSEA Chapter and delegate release time. The text is not fully visible. The column header is labeled 'Amend'.]</td>
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Except as provided below, this Agreement shall remain in full force and effect up to and including June 30, 1986, December 31, 1989, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, September 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) ninety (90) days prior to the beginning of the 1984-85 fiscal 1988 calendar year and the 1985-86 fiscal 1989 calendar year.

Additional Articles may be reopened and negotiated only upon the mutual agreement of both parties.
Appendix A: BARGAINING UNIT CLASSIFICATIONS - UPDATE AS APPROPRIATE

Appendix B: THE 1985-86 SALARY SCHEDULE IS INCREASED BY 5.77%.

Appendix C: HEALTH AND WELFARE BENEFITS.

This district will provide for each full-time unit member $2100 - $2500 per year for payment of premiums for existing unit members for health and welfare benefits. The district will provide an additional $100 ($2200 per year) to those unit members who are not on waivers or using District Health & Welfare benefits monies for the purchase of Tax Sheltered Annuities. Such amount shall be prorated 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 Prudent Buyer Plus Plan Group # 16541-J
Blue Cross California Care Group # 57055-B
Crown Life Insurance Group # 33677
Health Net Group # 50466-E
Crown Salary Continuation Group # 49019
Blue Cross Dental Net Group # 16541-D
Blue Cross UCR Dental Group # 16541-L
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.