AGREEMENT

Between the

Santa Barbara City College
Instructors' Association

and the

Santa Barbara Community College District
Santa Barbara, California

January 1987
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Article 1: RECOGNITION

1.1 The District hereby acknowledges that the Association is the exclusive bargaining representative for that unit of employees set forth in the Public Employment Relations Board Certification of Representation, as amended, as follows:

Unit: Shall include

(1) All credit contract and regular certificated employees, and

(2) All part-time credit hourly certificated employees.

Shall exclude: management, supervision, and confidential employees and all other employees.

1.2 The District shall distribute 10 copies of the signed agreement to the Association immediately after its approval by the Board of Trustees, and then will distribute a copy of the agreement to each member of the unit as soon as possible thereafter.
Article 2: SALARY

2.1 SALARY

2.1.1 For calendar year 1987, contract/regular unit members will receive a 9% across the board increase retroactive to January 1, 1987.

2.1.2 For calendar year 1987 hourly credit unit members will receive a 10% across the board increase retroactive to the beginning of the spring semester, February 8, 1987.

2.1.3 For calendar year 1988 all unit members will have salary increased by 3.4%, the District's cost of living adjustment (COLA).

2.1.4 For calendar year 1989 all unit members will have salary increased by the amount equal to the District's cost of living adjustment (COLA) as provided for by the State for the 1988-89 school year as applied to the Unit's salary category in the general fund. The COLA includes only State general fund apportionment and excludes categorical, growth and equity funding.

Provided, however, that should the District receive equity and growth revenue for the fiscal year 1987-1988 in excess of $50,000 then the District will make available for salary increases, commencing January 1, 1989, or benefit increases commencing in September 1989, the additional apportionment revenue for the pro rata (proportional) share; the percentage to be calculated as follows:

Instructors' Association Salaries, Wages and Benefits Total District Current Expenses

The percentage shall be calculated using the second period report (P-2) for fiscal year 1987-1988 and updated not later than July 31, 1988, using the final 1988-1989 Governor's Budget.

2.2 SALARY SCHEDULES

Unit salary schedules attached as Appendix A, B, C, D, E will be adjusted to reflect these increases.

2.3 CONTRACT INSTRUCTORS SALARY SCHEDULE - APPENDIX A

Placement on the contract instructors' salary schedule contained in Appendix A shall be determined by the District according to the following criteria after receipt of appropriate verification of training, experience and credentials.

2.3.1 Definition of Classes

CLASS I (a) Bachelor's Degree, or less
(b) Partial fulfillment of requirements for Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (for instruction in vocational subject areas)

CLASS II
(a) Master's Degree
(b) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas)
(c) Partial fulfillment of above vocational credential requirements with Bachelor's Degree

CLASS III
(a) Master's Degree with 45 units beyond Bachelor's Degree
(b) Master's Degree with 15 units beyond Master's Degree
(c) Standard Designated Subject, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational areas) with Bachelor's Degree

CLASS IV
(a) Master's Degree with 60 units beyond Bachelor's Degree
(b) Master's Degree with 30 units beyond Master's Degree
(c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Bachelor's Degree with 15 units
(d) Partial fulfillment of above vocational credential requirements with Master's Degree.

CLASS V
(a) Master's Degree with 75 units beyond Bachelor's Degree
(b) Master's Degree with 45 units beyond Master's Degree
(c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Master's Degree

2.3.2 Definition of "Units":

A "unit" is defined as a semester unit of credit from an accredited college or university. For credit beyond the Bachelor's or Master's Degrees, only upper division or graduate course credit is acceptable. Lower Division
courses are not acceptable. (Exceptions for good reason may be approved by the Academic Freedom/Professional Standards Committee.)

2.3.3 Definition of Vocational Instructors/Position:

a. In order to qualify for salary placement as a vocational instructor, the position must be filled with the declared intent, by the Dean of Occupational and Career Education, that the position is occupational and it satisfies the requirements of the State Plan for Vocational Education. After a declaration of intent is made, the following guidelines apply when filling vocational positions:

(1) To qualify as a vocational instructor for purposes of initial salary classification, an employee must be assigned to teach in the vocational subject areas designated on his/her credential. These vocational areas are identified in the State of California classification of vocational courses.

(2) Fifty-one percent of a contract employee's assignment must be in vocational courses defined by the State in order to qualify as a vocational contract instructor.

b. All salary classification changes shall be made in accordance with the Salary Class Transfer procedures. If a contract employee has his/her status changed from vocational to academic, under no circumstances shall his/her salary be reduced if he/she falls into a lower pay classification due to teaching in the new area. An instructor may transfer from an academic to vocational program only if the Dean of Occupational and Career Education declares an intent to permanently transfer. All compensation changes shall be made at the beginning of the contract year.

2.4 INITIAL STEP PLACEMENT ON CONTRACT INSTRUCTORS' SALARY SCHEDULE

For initial placement of certificated personnel on the Contract Instructors' Salary Schedule, the following criteria are used:

2.4.1 The maximum credit granted for out-of-District experience is seven (7) years. The maximum entering step is No. 8. For temporary contract certificated personnel the maximum entering step is No. 4.

2.4.2 Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year).

2.4.3 Teaching as a full-time teaching assistant at a four-year institution (15-20 hours weekly teaching load) is granted half credit to a maximum of two (2) full years of full-time
teaching.

2.4.4 Full-time experience in an occupational industrial field other than teaching, but in a field relevant to the teaching assignment, may be granted half credit; one step credit for each two (2) years of full-time experience.

2.4.5 Relevancy of the experience of the teaching assignment is determined by the Director of Personnel in consultation with the Department Head.

2.4.6 An instructor shall be granted one increment for each year of teaching service (75 per cent or more of the days in the contract college year) until the maximum salary for the class is reached. Service increments are computed on the basis of the school term only. Only one increment is allowed per year.

2.4.7 A certificated employee who is granted a military, exchange, or sabbatical leave shall be granted the same service increments as if in regular certificated service. Personal leave, without pay, does not count toward service increments.

2.5 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the employee and the District. Each instructor shall be responsible for maintaining up-to-date records of college courses completed and other work accomplished which apply toward salary class advancement. Should an instructor suspect that s/he is placed incorrectly on the salary schedule, that information should be brought to the attention of the District immediately.

No action seeking recovery of salary based upon an alleged erroneous placement on the salary schedule shall be maintained unless a claim relating thereto has been filed with the District in accordance with Division 3.6 of Title I of the Government Code within one (1) year after the accrual of the cause of action.

2.6 GUIDELINES FOR ADMINISTRATION OF THE CONTRACT INSTRUCTORS' SALARY SCHEDULE

2.6.1 As required by Education Code Section 87815, a divisor will be used in calculating salaries for contract instructors serving less than a full school year.

2.6.2 Transfer from one class to the next, after initial placement, is based upon plans of transfer developed by the Academic Freedom/ Professional Standards Committee and approved by the Committee and the District. Salary Class Transfers are made only once each academic year, effective Fall Semester.

a. Applications for Salary Class Transfer are made
available in the Personnel Office.

b. Applications for Salary Class Transfer shall be completed and submitted to the Professional Standards Committee on or before March 15th for any plan which is to be completed and recognized by the following college year.

c. An official transcript or grade cards must be presented to verify each course used for Salary Class Transfer.

d. Verification shall be filed with the Personnel Office on or before September 1st for a Salary Class Transfer to be effective during that college year.

e. Verification of the doctorate to qualify for the doctoral bonus shall be filed with the Personnel Office on or before September 1st for the doctoral bonus to be effective during that college year.

2.6.3 The amounts shown on the Contract Instructors' Salary schedule are annual salaries for the contract school year. Amounts for extra contractual assignments, are added to the annual contract.

2.6.4 When requested by a unit member, in accordance with Section 13519 of the Education Code, an amount equal to 16-2/3 percent of each monthly payment shall be withheld and the total amount so deducted shall be paid in two equal installments, one installment to be paid not later than the 5th day of August next succeeding and one installment to be paid not later than the 5th day of September next succeeding. Except for the month of December, pay dates shall be the last working day of each month.

2.7 NON-COURSE PROFESSIONAL WORK AND ACTIVITY

This is a measuring instrument for determining semester unit equivalents for non-course professional work and activity. The purpose of the instrument is essentially to provide more options to faculty members at Santa Barbara City College for their own enrichment and advancement along professional growth lines.

The areas that constitute officially recognized professional development and growth are Education, Research and Creative Activity and Professional Activities. Other areas for professional development are available, but these are approved as those translatable for salary advancements.

a. The measuring instrument may be used for advancement to Class II, III, or IV on the current salary schedule, but may not be used for advancement beyond Class IV. The measuring instrument is also to apply only to credit regular certificated employees.
b. To avoid misunderstandings, prior discussion of non-course work and activity shall be held with the Academic Freedom/Professional Standards Committee as to the suitability of proposed work and activity with respect to actual professional growth.

c. Non-course work shall apply for class transfer only and not for initial salary placement at the time of hiring.

d. Applications for class transfers as a result of approved non-course credit shall be made in accordance with the District’s Salary Class Transfer Policy and Procedures (Section 6.6.2), and must first be approved by the applicant’s department, Division Dean and Vice President prior to submission to the Academic Freedom/Professional Standards Committee.

e. Recommendations regarding the suitability and approval of non-course work shall be made by the Academic Freedom/Professional Standards Committee to the appropriate Vice President. Decisions made under this policy are final and shall not be subject to employee appeal or the grievance procedures of this agreement.

f. Non-Course Measuring Instrument. In the areas to follow, all items are to be documented by the applicant.

Research and Creative Activity

1) An original article in the faculty member’s present teaching field that is published in a professional journal is given 0.5 to 1.5 units, depending upon scope. The journal must have an editorial board that reviews and selects articles for publication and be listed in a reputable publication’s directory, e.g., Magazines for Libraries, Katz and Katz. Limit: 6 units career maximum.

2) An original published textbook, workbook, or manual for classroom use is given 1 to 5 units, depending upon scope. Limit: 6 units career maximum.

3) A book or text in the faculty member’s present field is given 1 to 5 units, depending upon scope. Self-published books shall not be considered, except where they have been of evident use and benefit to students in the classroom.
Professional Activities

1) The presentation of a scholarly paper or other original professional material at a conference, workshop or seminar, which shows evident research and is not merely extemporaneous in nature and is directly related to the applicant's teaching field, is given 1/2 unit. Limit: 3 units career maximum.

2.8 DOCTORAL BONUS

Certificated contract and regular employees with a doctorate earned and received from a fully accredited institution receive an additional $1,200 annually. The institution must have been accredited at the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association.

2.9 SERVICE INCREMENTS

A service increment of $300 per year is paid to contract instructors, counselors, librarians, and nurses during the 18th, 19th, and 20th years of service. The increment is increased to $600 per year during the 21st, 22nd, and 23rd year of service, and to $900 per year during the 24th, 25th, and 26th years of service, and will increase according to this pattern for further years of service beyond the 26th year.

Service as a teaching faculty member of the institution presently known as Santa Barbara City College occurring prior to July 1, 1965, shall be considered as service to the Santa Barbara Community College District.

2.10 CHILDREN'S CENTER CONTRACT INSTRUCTOR SALARY SCHEDULE - APPENDIX B

Salary placement on the Children's Center Contract Instructor Salary shall be determined by the District according to the following criteria:

2.10.1 DEFINITION OF CLASSES

Class I - Instructors with a Regular Children's Center Instructional Permit (with less than a Bachelor's Degree)

Class II - Instructors with a Regular or Life Children's Center Instructional Permit (with a Bachelor's Degree)
Class III - Instructors with a Children's Center Supervision Permit

OR

Instructors with a Regular Kindergarten-Primary or General Elementary credential or Standard Teaching credential with Specialization in Elementary Teaching, issued by the California State Board of Education

The Director assigned full-time receives an additional $500 per month. Head Instructors receive an additional $59 per month.

2.10.2 INITIAL PLACEMENT AND STEP ADVANCEMENT

For initial placement of certificated personnel on the salary schedule, the following criteria are used for the evaluation of previous experience:

a. The maximum credit granted for out-of-District experience is six (6) years. The maximum entering step is 7.

b. Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year.)

c. Each year of experience advances the candidate one (1) step on the schedule

2.11 PART-TIME HOURLY CHILDREN'S CENTER INSTRUCTORS' SALARY - APPENDIX C

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.11.1 DEFINITION OF CLASSES

Instructors are rated-in on Classes I through III of the Part-Time Hourly Children’s Center Instructors’ Salary Schedule in accordance with the same criteria as are applied for rating-in on Classes I through III of the Contract Children’s Center Instructors’ Salary Schedule (See Section 6.00).

2.11.2 STEP PLACEMENT ADVANCEMENT

Part-time hourly instructors are placed on Step 1. A one-step advance is permitted for each complete year of teaching experience (75 percent or more of the days in the contract college year).
2.12 **SUMMER SESSION INSTRUCTORS’ SALARY SCHEDULE - APPENDIX D**

2.12.1 Contract instructors are rated in for class placement for Summer Session on the basis of the same criteria as are used in rating-in to the regular contract salary schedule.

2.12.2 Regular contract instructors teaching summer courses are placed on the same step on which they are placed currently on the Contract Instructors' Salary Schedule (to a maximum of Step 10).

2.12.3 Part-time hourly (non-contract) instructors are placed at Class V, Step 2.

2.12.4 The District shall make an attempt to pay salary to Unit Members during the summer session making two (2) salary payments if feasible by the District. The determination of whether such payment is feasible shall belong solely to the District and such determination will be final and not challenged.

2.13 **PART-TIME HOURLY (NON-CONTRACT) INSTRUCTORS - APPENDIX E**

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.13.1 Regular contract instructors with the Santa Barbara Community College District shall be granted one step for each complete year of teaching experience (75 percent or more of the days in the contract college year) in the Santa Barbara Community College District.

2.13.2 New part-time hourly instructors are placed on Step One (1). Continuing part-time hourly instructors will advance one step on the salary schedule for each two semesters in the Credit Program. Advancement to the next higher step will become effective at the beginning of the new school year.

2.13.3 Salaries for hourly and short-term substitute (fewer than 6 weeks) non-teaching certificated personnel are computed on the basis of the hourly laboratory rate.

2.13.4 The formula for payroll computation for teachers is as follows: hourly pay rate x hours per week x 17.5 weeks per semester (substitute teaching less than 6 weeks is paid on straight hourly basis).

2.13.5 Instructors will receive an additional 12.5% differential for student advisement purposes.

2.14 **DEPARTMENTAL LEADERSHIP COMPENSATION**

2.14.1 **COMPUTATION OF COMPENSATION**

The formula for compensation for departmental leadership
shall be: $100X (Faculty Head Count + Faculty FTE). The Department Chair stipend shall be computed in the Fall semester for the year and be paid over two semesters. Compensation for departmental leadership may be used in any of the following ways:

--to provide hourly release time for the chairperson
--to provide a stipend for the chairperson
--to be distributed among department faculty for leadership or support services provided
--to provide for student worker assistance

Department chairpersons not remunerated by this formula are specified below:

Associate Degree Nursing
Athletics
Biological Sciences
Children's Center
Dental Assisting
Drafting

Journalism
Landscape Horticulture
Licensed Vocational Nursing
Marine Technology
Radiologic Technology

2.14.2 DIVISION CHAIRPERSON COMPENSATION

All division chairs shall be granted 3 TLU's released time plus $500 stipend per year. An additional $500 stipend will be provided for the three division chairs serving on the College Planning Council.

2.14.3 PAYMENT OF STIPENDS

In those cases where stipends are paid, they are paid in two installments, one each semester on a supplementary payroll. Payment is made by "B" warrant.

2.15 PART-TIME CREDIT CERTIFICATED HOURLY FACULTY MEMBERS

a. Part-time credit hourly faculty members shall continue to be paid at the lecture rate for final exams as is currently District practice.

b. Part-time credit hourly faculty members may claim up to eight (8) hours per year of accumulated sick leave for use for personal necessity in accordance with the provisions of District Non-Administrative Certificated Policy 2022.8 Personal Necessity. All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) semesters or more. If hourly unit employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.
c. Part-time credit hourly faculty members shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Non-Administrative Policy 2022.9 (c) Judicial Appearances. The District shall provide substitutes for the classes of those absent on jury duty when deemed necessary by the appropriate Vice President.
Article 3: HEALTH AND WELFARE BENEFITS

3.1 For the term of this contract, unit members eligible for benefits will receive Health and Welfare Benefits according to Appendix F. attached hereto and under the plans described therein.

3.2 Unit members eligible for Health and Welfare benefits are contract and regular faculty members employed half-time or more for a full school year. Eligible unit members receive the district’s benefit allocation when they are in paid status.

3.3 Contract and regular certificated employees who retire at age 55 or older are permitted, as voluntary members, to join the District’s medical and dental group, making their own contributions.

Former District retired contract and regular employees and any surviving spouse of a former District retired employee shall also be eligible to join the District’s medical and dental group, within the legal timelines of state and federal law, making their own contributions.

3.4 As part of the District’s Early Retirement Incentive Program, the District shall contribute to the retirees’ medical plan according to the following provisions:

a. The District will contribute the specified premium amount for the retiree’s District group medical plan up to a maximum of $1,850 annually.

b. This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.

c. District contributions shall continue until the retiree reaches age 65 or the date of the retiree’s death, whichever is earlier.

d. A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.

e. A "retired" employee shall be defined as one who has retired from the District and is receiving a retirement allowance from STRS or PERS. "Regular" service with the District is defined as service in paid status and shall exclude all part-time casual employment.

f. These provisions apply only to those employees who retire during the term of this agreement.

g. Upon the death of a retiree participating in this program, or an active employee, a surviving spouse and/or dependents shall continue to receive, for a six (6) month period from the date of death, District contributions toward insurance coverage. The surviving spouse/dependent may remain in the District’s medical plan in accordance with the provisions of public law (COBRA).
Article 4: ASSOCIATION RIGHTS

4.1 The Association shall have the right of access to areas in which employees work, the right to use institutional telephones, (at no cost to the District) bulletin boards, mailboxes, electronic mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations, including classroom activities.

a. Arrangements for use of District facilities shall be made by an authorized Association representative in accordance with established District operations.

b. Fees shall be paid for public service use as established by District policy.

c. All postings for bulletin boards and items for distribution must contain the date of posting and the identification of the organization together with a designated authorization by the Association President and may not be defamatory.

d. A copy of public postings must be delivered to the Superintendent/President or his designee at the same time as the posting.

e. The District will not post or distribute any information which is defamatory of the Association or its personnel.

4.2 The District shall provide to the Association each semester, as soon as practicable, the names and addresses of all unit members.

4.3 The District shall distribute to the Association President all written non-confidential policies, rules, regulations or procedures which relate to conditions of employment of the members of the unit, which are generally distributed to certificated unit member employees and which are generally distributed to department and/or division chairpersons. This provision is not subject to the grievance procedure unless the District's failure to distribute has been in bad faith.

4.4 The District shall furnish the Association President with one copy of all non-confidential meeting agendas including attachments and minutes of the Board and the notice of any Board subcommittee meetings. The notice of the Boards subcommittee meetings shall be distributed to the Association President in advance of the time and place of the meeting. Agendas, minutes and notices of subcommittee meetings shall be put in the Association President's mailbox at the same time that they are distributed to the Board members.

4.5 The District shall provide the Association with a copy of the Certificated Non-Administrative Policies Manual pertaining to unit members, and shall provide the Association with a copy of all changes and amendments when they are distributed.

4.6 The District when requested shall make a reasonable effort to provide
authorized Association representatives with access to documents of public record that the District normally compiles that are necessary for the Association to develop its collective bargaining position.

4.7 At the time that the preliminary budget is under preparation in the spring, and from time to time thereafter as requested by the Association, the Superintendent/President or his/her designees shall discuss with authorized Association representatives projected income and expenditures.

4.8 Reasonable effort will be made to hold negotiating sessions in the daytime hours of the work week, at times when there are no teaching or committee conflicts for members of the negotiating committees. In the event that conflicts are unavoidable, negotiators shall be relieved from committee meetings involved, and teaching substitutes shall be provided at District expense for affected classes.

4.9 The District shall not object to the Association entering into an agreement with the Academic Senate to share the office space provided to the Academic Senate. The District will not require the Academic Senate to share their present office space with any person or organization other than the Association.

4.10 A committee composed of representatives from the District and the Association, shall meet to explore the feasibility of establishing a medical insurance program for part-time hourly unit members wherein the premiums would be paid at their own expense.
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 not later than twenty (20) 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.

5.4 Funds deducted for Association dues pursuant to this Article shall be remitted to the Association within ten (10) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
Article 6: GRIEVANCE PROCEDURE

6.1 DEFINITIONS

A "grievance" is a formal written allegation by a grievant that he/she or the Association has been adversely affected by a violation of the specific provision of this Agreement. Actions to challenge or change the policies of the District not covered by this Agreement 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 and not covered by this Agreement are not within the scope of this procedure.

A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the Association acting in pursuit of a grievance. It is agreed that the Association may pursue a grievance on behalf of three (3) or more unit members who are in substantially similar positions and have been adversely affected by a violation of the same specific provisions of the agreement. In such cases the unit member has the option to be included within the group represented by the Association; having chosen to be included, the unit member relinquishes the right to pursue his/her own grievance.

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business. The time lines set forth herein may be extended by mutual agreement between the District and the grievant. A request by either party to extend the time lines will not be unreasonably denied.

The "immediate supervisor" is the lowest level non-unit certificated supervisor(s) designated by management to administer grievances and having immediate jurisdiction over the grievant. When the Association is the grievant acting on its own behalf rather than on the behalf of a unit member or members, then the immediate supervisor is the appropriate Vice President or Director of Personnel Services depending upon who has jurisdiction over the subject covered by the grievance.

The "appropriate administrator" is the Vice President of the area concerned.

"Conferee" is any person whom either party wishes to have as an advisor.

6.2 REPRESENTATION

Either party may have a conferee present at any or all levels of the Grievance Procedure.

6.3 INFORMAL LEVEL

Before filing a formal grievance the grievant shall attempt to
resolve it by an informal conference with the immediate supervisor.

6.4 FORMAL LEVEL

Level I

Within twenty (20) days after the grievant knew or by reasonable diligence should have known of 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, indicating which provision of the Agreement is alleged to have been violated or misapplied, 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. If the grievant is the Association acting on its own behalf, the grievant appeals directly to Level III, bypassing Level II.

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/her decision to the grievant within ten (10) days. If the Superintendent/President does not respond within the time limit provided, the grievant may appeal to the next level.
Level IV

If the grievant is not satisfied with the decision at level III, he/she may within ten (10) days file a written appeal regarding 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 7:  PERSONNEL FILE INSPECTION

Official certificated personnel files shall be maintained under the following circumstances:

7.1 Upon appropriate advance written request by the employee, s/he shall be permitted to examine his/her file.

7.2 No derogatory material relative to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material and comment thereon. An employee shall have the right to enter, and have attached to any derogatory material, his/her own comments. An employee shall receive a copy of all evaluations put in his/her file.

7.3 The employee shall be permitted to request that any such derogatory material in his/her file be reproduced.

7.4 Nothing in this policy shall allow the employees access to confidential references.
Article 8: PAYROLL

8.1 Pay Periods

a. Contract and regular instructors receive their salary in ten or twelve equal payments, as they elect, with the first payment (for September service) received on September 30 (last working day of the month).

b. Subsequent payments are received on the last working day of each month, except December which will be received on the first working day of January.

8.2 Payroll Deductions

a. Federal Income Tax

Federal income tax will be withheld on the basis of information furnished by the employee on Form W-4.

b. Retirement Fund

1. All contract and regular certificated employees will be required to participate in the California State Teachers Retirement System.

2. Deductions will be made at rates determined by the retirement system.

3. Deductions will be made for the actual months of active employment.

c. Other Deductions

When authorized by the employee, deductions will be made for insurance, tax sheltered annuity programs, income protection plans, and credit payments approved by the Board of Trustees.
Article 9: REDUCTION IN STAFF

When any reduction in the certificated staff may be required, the applicable provisions of the Education Code shall be followed. The services of any employee whose certificate and qualifications permit reassignment of duties shall not be terminated until all of lesser seniority so qualified have been released. (Ed. Code 87743-87761, inclusive, and 87414-87415).

Since the Education Code provides for a specific method of review during the reduction in staff process, the grievance procedure set out in Article 6 herein will not be applicable to this Article.
Article 10: REDUCED WORKLOAD PROGRAM

10.1 In accordance with provisions of Education Code Section 87483 and Education Code Section 22724, personnel may, when approved by the District, reduce their workload from full-time to part-time and receive credit for retirement as if employed on a full-time basis, if the following conditions are met:

a. The employee has reached the age of 55.
b. The employee has been employed full-time in a position requiring certification for at least 10 years in the Santa Barbara Community College District of which the immediately preceding five years were full-time employment.
c. The minimum part-time employment is the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
d. The employee contributes to the Teachers' Retirement Fund the amount he/she would have contributed if he/she were employed on a full-time basis.
e. The employee intends to retire in two years.

10.2 The option of part-time employment to be credited for retirement, as if employed full-time, may be exercised only at the request of the employee and may be revoked only with the mutual consent of the Board of Trustees and the employee.

10.3 Part-time employment credited for retirement, as if employed full-time, shall be limited to a period of two years.

10.4 During the period the employee works with a reduced workload credited for retirement as if employed full-time, the District shall do the following:

a. Pay the employee a salary which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment, and continue all other rights and benefits for which the employee makes payments that would be required if s/he remained in full-time employment.

b. Provide personnel benefits for the employee in the same manner as for full-time employee.

c. Contribute to the Teachers' Retirement fund what would have been paid had the member been employed full-time (percent amount will vary depending on STRS).

d. Maintain the necessary records to separately identify each employee receiving credit pursuant to this policy.

10.5 The participating employee shall sign a Reduced Workload Program Agreement outlining the terms and conditions of participating in the Reduced Workload Program.
Article 11: COMPLETION OF MEET AND NEGOTIATION

This Agreement constitutes the full and complete commitment between the parties.

11.1 If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction or of any administrative agency or is invalidated by state law, 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. In the event of suspension or invalidation of any article or section of this Agreement by a Court or by state law or if a state law is enacted or amended requiring that the parties hereto are mandated to negotiate then, under such circumstances, 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 an article or section.

11.2 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement.

11.3 During the term of this Agreement, the Association expressly waives the right to negotiate any matters with respect to the following subjects: leaves of absence including sabbatical leaves; evaluation; academic calendar; work load and assignment; curriculum; organization, employment, duties and working days of certificated personnel; probation and tenure; salary class transfer; and academic title policy. The District will not develop or amend policy with respect to these subject matters during the term of this Agreement without following the present practice of including the active participation of the Academic Senate. It is agreed and understood that excluding from this contract some subjects covered by the Rodda Act does not create the presumption that they will be excluded from future contracts.

11.4 During the term of this Agreement the Association expressly waives the right to negotiate any matters now included in the Rodda Act and not covered by this Agreement or by the foregoing paragraph and agrees that the District shall not be obligated to negotiate with respect to such subjects. However, it is expressly agreed and understood that with respect to such subjects they may be opened and negotiated upon the mutual agreement of both parties.

11.5 Except as provided to the contrary hereinabove, it is the express intention of the parties to limit the scope of this Agreement so that the District shall continue to maintain all of its present policies including the present method of adopting and amending District policy.

11.6 This Agreement shall not be altered, changed, added to, deleted from, or modified except through the mutual written agreement of the parties.
ARTICLE 12: TERM

Except as provided below, this Agreement shall remain in full force and effect up to and including 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 September 15, 1989, of its request to modify, amend, or terminate the Agreement.

Date ____________________

BARBARA LINDEMANN  
Chief Negotiator  
Santa Barbara City College  
Instructors' Association

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

JACK ULLOM  
President, Santa Barbara City College  
Instructors' Association

PETER R. MAC DOUGALL  
Superintendent/President  
Santa Barbara Community College District

SIDNEY R. FRANK  
President, Board of Trustees  
Santa Barbara Community College District

CB-CBKEY-BB
APPENDIX A
Santa Barbara Community College District
Contract Instructors' Salary Schedule

1987

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APPENDIX B
Santa Barbara Community College District
Children’s Center Contract Instructors Salary Schedule

1987

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The Director assigned full-time receives an additional $500 per month. Head instructors receive an additional $59 per month.
APPENDIX C

Santa Barbara Community College District
Children's Center Part-Time Hourly Instructors' Salary Schedule

1987

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APPENDIX D

Santa Barbara Community College District

Summer Session Instructors' Salary Schedule

1987

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APPENDIX E

Santa Barbara Community College District
Part-Time Hourly (Non-Contract) Instructors' Salary Schedule

Part-time Hourly Salary Schedule (Base without 12.5% Differential) 1987

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APPENDIX F

Santa Barbara Community College District
Health and Welfare Benefits

1. The District will provide during the tenure of this agreement, for each full-time eligible Unit Member, $2500 per year for payment of premiums of existing Unit Members for mandatory health and welfare benefits. Such amount shall be prorated for eligible Unit Members who work less than full-time, but half-time or more.

2. The District will provide in 1987-88, $2,700 to those Unit Members who are not using District health and welfare benefit monies for the purchase of tax sheltered annuities. This amount will be increased in 1988-89 to $2,800 and in September 1989, to $2,900.

3. DISTRICT MEDICAL/DENTAL PLANS:

   Blue Cross Prudent Buyer Plus Plan
   Blue Cross California Care
   Health Net
   Crown Salary Continuation
   Crown Life Insurance
   Blue Cross Dental Net
   Blue Cross UCR Dental
   Oral Health Services Dental

4. The District shall continue the employee selection plan that allows employees to purchase tax shelter annuities.
**Salary Schedule Matrix**

**Santa Barbara City College**

**Contract Salary Schedule**

10 Contract Teachers Salary Sched

**Additional Pay**

- Masters: $0.00
- Doctorate: $1,200.00
- Miscellaneous Bonus: $0.00
- Tenure Bonus: $0.00

**Longevity Bonuses (%) / Years**

1. 300.00/17
2. 600.00/3
3. 900.00/3
4. 1,200.00/3
5. 1,500.00/3

**Beginning Step**: 1
**Maximum Step**: 15
**Step Increment**: 0.0000
**Range Increment**: 0.0000
**Values are Yearly**

**Type**: No Advance

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### Salary Schedule Matrix

**Child Ctr. Contract**

**13 Children's Center Contract TEAC**

**1987**

**Additional Pay**
- For Master's: 0.00
- For Doctorate: 1,200.00
- Miscellaneous Bonus: 0.00
- Tenure Bonus: 0.00

**Longevity Bonuses ($)/Years:**
- 1. 300.00/17
- 2. 600.00/3
- 3. 900.00/3
- 4. 1,200.00/3
- 5. 1,500.00/3

**Beginning Step:** 1

**Maximum Step:** 10

**Step Increment:** 0.0000

**Range Increment:** 0.0000

Values are Yearly

**Adv. Type:** 9 Month

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**Salary Schedule Matrix**

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- **Values are Hourly**
- **Adv. Type:** No Advance
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SANTA BARBARA CITY COLLEGE

1987

11 HOURLY SALARY SCHED LECTURE

ADDITIONAL PAY FOR MASTERS:  0.00  FOR DOCTORATE:  0.00  MISCELLANEOUS BONUS:  0.00  TENURE BONUS:  0.00

LONGEVITY BONUSES(%)/YEARS:

BEGINNING STEP:  1  MAXIMUM STEP:  6  STEP INCREMENT:  0.0000  RANGE INCREMENT:  0.0000  VALUES ARE HOURLY ADV. TYPE: NO ADVANCE

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<tbody>
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<td>RANGE</td>
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<td>2</td>
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SALARY SCHEDULE MATRIX

ADDITIONAL PAY FOR MASTERS: 0.00 FOR DOCTORATE: 0.00 MISCELLANEOUS BONUS: 0.00 TENURE BONUS: 0.00

LONGEVITY BONUSES(%)/YEARS:

BEGINNING STEP: 1 MAXIMUM STEP: 6 STEP INCREMENT: 0.0000 RANGE INCREMENT: 0.0000 VALUES ARE HOURLY ADV. TYPE: NO ADVANCE

STEP \n\nRANGE 1 2 3 4 5 6
1 16.43 17.38 17.78 18.43 19.09 19.76