PROPOSED CHANGES TO AGREEMENT

Between The

California School Employees Association
and its Chapter 289

and the

Santa Barbara Community College District
Santa Barbara, California

January 1, 1990 - December 31, 1992
Article 6: COMPENSATION AND BENEFITS

6.1 COMPENSATION

6.1.1. For calendar year 1990, unit members will receive an eight and one half percent (8.50%) across-the-board increase retroactive to January 1, 1990.

6.1.2. For calendar year 1991, all unit members will have salary increased by adding to the salary schedules the following amount:

(a) the amount of the District’s cost of living adjustment (COLA) as provided by the State for community colleges for the 1990-91 school year, as applied to the unit’s salary categories in the general fund. The COLA includes only State general fund apportionment and excludes categorical programs, growth and equity funding; [fn. 1]

(b) two percent (2%) (committed from lottery funds);

Salary adjustments resulting from COLA and lottery funds will be effective January 1, 1991, for all unit members.

(c) a pro rata share (proportional) of projected growth and equity for base general fund revenue for the 1990-91 fiscal year, calculated as follows: unit’s actual salary categories expense divided by total actual District current expense for 1989-90. The projected growth and equity apportionment (utilizing P - 2) multiplied by the proportional ratio calculated above shall be used for salary increases.

Salary adjustments for unit members will be retroactive to January 1, 1991, applied to the December 31, 1990, salary schedules, and paid during the summer 1991.

6.1.3. For the calendar year 1992, all unit members will have salary increased by:

(a) the amount of the District’s cost of living adjustment (COLA) as provided by the State for community colleges for the 1991-92 school year, as applied to the unit’s salary categories in the general fund. The COLA includes only State general fund apportionment and excludes categorical programs, growth and equity funding; salary adjustments will be made January 1, 1992.

(b) a pro rata share (proportional) of projected growth and equity for base general fund revenue for the 1991-92 fiscal year, calculated as follows: unit’s actual salary categories expense divided by total actual District current expense for 1990-91. The projected
growth and equity apportionment (utilizing \( P - 2 \)) multiplied by the proportional ratio calculated above shall be used for salary increases. Salary adjustments for unit members will be retroactive to January 1, 1992, applied to the December 31, 1991, salary schedules, and paid during the summer 1992.

(c) In addition, should the regular SBCC faculty receive a further salary percentage increase, as provided in their salary agreement for 1992, the same percentage salary increase will be applied to the CSEA salary schedule, based upon the same terms and conditions as set out in the regular faculty salary agreement.

6.1.4 To meet conditions Nos. 6.1.2 and 6.1.3, the District's funding base (ADA or FTE) cannot decline by more than 1 percent from the previous year, nor can a fundamental change occur in the funding mechanism which results in a reduction to the base budget. If either condition prevails, and the COLA adjustment is not made, Article 6 of this Agreement may be reopened for negotiations by the District or the Association.

Fn. 1/ As of the date of this Agreement, it is anticipated that the COLA adjustment for January 1, 1991, will be 5.2% as that is the indication from the Governor's Office. There is no warranty or representation that the COLA will in fact be that amount. If in fact the COLA is a different amount, whether increased or decreased, that is what will be passed through pursuant to this paragraph.
PROMOTION/RETIREMENT RIGHTS

Article 6.3.8(a.3) The unit member will serve a 6-month probationary period in the new class, and advancement on the new salary range will occur only on the new anniversary date.

A permanent employee in the classified service who vacated his/her position to accept a probationary promotion to a class in a higher level and who is rejected during the probationary period shall be reinstated to his/her former class of position unless the reasons for which s/he was terminated from the promotional position were such as to constitute cause for dismissal under these rules.

Article 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 the eleventh (11th) months of service.

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

13.3.3 Promotions - at least at the beginning of the fourth (4th) and sixth (6th) months of service.

SAFETY

Article 6.5.2 The District will continue to endeavor to provide for on-the-job safety for unit members. It is the obligation of each member of the unit to work in a safe manner and one that does not create hazards. No member shall be in any way discriminated against as a result of reporting any condition believed to be a health or accident hazard. (Add to 6.5.2.)

HOURS

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; such unit employee shall be entitled to elect to take a lunch period of 45 minutes, provided that the length of the work day is not shortened, and provided further that once the employee makes such an election it shall remain in full force and effect for a period of at least three (3) months unless the supervisor and the employee can mutually agree on a shorter period. Unit members may request a one (1) hour lunch period, subject to supervisor's approval, provided that the extra thirty (30) minutes taken is made up on the same day. At the end of the workday: 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.
15.9 The CSEA Chapter President shall be granted four (4) hours per month release time for Chapter business provided that reasonable advance notice be given the employee's supervisor and the time taken is reasonably convenient to the supervisor.

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 a bi-annual update, for the life of this Agreement.
APPENDIX C

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

HEALTH AND WELFARE BENEFITS

1. The District will provide for each year of this agreement, for each full-time eligible unit member, the following sum of money for 1990-91 and 1991-92 for payment of premiums of existing unit members for mandatory health and welfare benefits. For 1992-93, see subparagraphs 1A and 1B. 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, for ten (10) calendar months per school year. The amount indicated below will be available commencing October 1, 1990, for 1990-91; October 1, 1991, for 1991-92; and October 1, 1992, for 1992-93.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Medical Coverage Waivers</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$1,500</td>
</tr>
<tr>
<td>Singles</td>
<td>$2,000</td>
<td>$2,100</td>
<td>(See 1A &amp; 1B Below)</td>
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<tr>
<td>Two-Parties</td>
<td>$3,325</td>
<td>$3,800</td>
<td>(Below)</td>
</tr>
<tr>
<td>Families</td>
<td>$4,550</td>
<td>$5,250</td>
<td>(       )</td>
</tr>
</tbody>
</table>

A. For the benefit year 1992-93, commencing October 1, 1992, the District will increase benefits for singles, two-parties, and families by a sum that is to be ascertained after the total money within a "fund" is determined. The money provided for benefits in the 1991-92 school year will be increased by the COLA (the amount of the District's cost of living adjustment as provided by the State for community colleges for the 1992-93 school year, as applied to the unit's benefits categories in the general fund and excluding categorical programs, growth and equity). The money in the fund is to be distributed among the singles, two-parties and families.

B. Contributions to the waiver category for 1992-93 shall be $1,500. Singles will receive no more of the fund than is necessary for fully paid mandatory coverage. It is forecast that two-parties will need to co-pay $150 (approximately) per year and a family will co-pay $300 (approximately) per year. These are estimates only and the actual amounts could vary considerably. Should there be any shortage in the forecasted calculations, the two-parties and
families will share the deficit on a 1:2 ratio (two-parties: family). The District's business manager shall make the calculations and his determination of the correct allocation of the funds is final. For illustration purposes only, if the COLA for 1992-93 is 5%, the schedule would be as follows:

<table>
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<tr>
<th>Waivers</th>
<th>$1,500</th>
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<tr>
<td>Singles</td>
<td>2,300</td>
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<tr>
<td>Two-Parties</td>
<td>4,275</td>
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<tr>
<td>Families</td>
<td>5,850</td>
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</tbody>
</table>

2. Mandatory health and welfare benefits will include:

(a) The District medical plan (except for verified comparable spousal coverage)

(b) The District life insurance plan

(c) The District income protection plan

3. Unit Members employed as a classified employee after July 1, 1990, will receive a MAXIMUM of $1000 per year if they elect medical coverage waivers.

4. The District's current medical and benefit plans are:

Health Net
Crown Salary Continuation
Crown Life Insurance
Blue Cross Dental Net
Blue Cross UCR Dental
Oral Health Services Dental

5. The District shall continue to permit employees to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.

6. Early Retirement Incentive Program
(Effective period January 1, 1990 - December 31, 1992)

A. Eligibility

(1) A unit member must have rendered 15 years of service with the SRCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.
(2) A "retired" unit member 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 hourly casual employment.

B. Medical

(1) The District will contribute the specified premium amount
for the retiree's District group medical plan up to a
maximum of $2,000 annually.

(2) This sum shall be prorated for those normally assigned
less than full-time at the time of retirement, in accord-
ance with District policy.

(3) District contributions shall continue until the retiree
reaches age 65 or the date of the retiree's death, which-
ever is earlier.