PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE SANTA BARBARA CITY COLLEGE INSTRUCTORS' ASSOCIATION AND THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT SANTA BARBARA, CALIFORNIA JANUARY, 1993
2.1 **SALARY**

2.1.1 For the calendar years 1993, 1994, 1995, unit members will receive a salary increase equal to the District’s cost-of-living adjustment (COLA), as provided for by the State as applied to the unit’s salary categories in the General Fund. The COLA includes only state general fund apportionment and excludes categorical programs. Salary adjustments resulting from COLA will be effective January 1 of each year for all unit members.

For calendar year 1993, hourly credit unit members will receive a one-half percent (1/2%) salary increase, in addition to the other increase specified in this article (i.e. COLA/Growth/Equalization/Program Improvement), but not less than a total of one percent (1%) salary increase.

2.1.2 If growth funding, funding beyond 10,824 FTEs, is received for FTEs (not applicable to growth funding received for Maintenance and Operations) and if hiring additional full-time faculty is not mandated and such growth can be accommodated within the existing TLU allocation, then the proportion of that growth funding equal to the proportion for the unit’s salaries will be applied to these salary categories.

2.1.3 If program improvement or equalization funds are received and their use is unrestricted, those funds will be applied proportionally to salaries.

2.1.4 For the years this contract is in force, unit members (excluding hourly and temporary contract) will receive a one-time salary adjustment to the extent additional revenue exceeds the base General Fund revenues defined in Appendix G. The revenue sharing will be 70 percent to all employee groups; 30 percent to District above the base revenues if 10,824 FTEs is funded. The unit’s pro rata share shall be determined as defined in 2.1.5. The one-time salary will be paid during the fall term following the budgeted fiscal year (e.g. 1992-93 revenue sharing will be paid in the fall term of 1993-94, etc.).

2.1.5 For 2.1.2 and 2.1.3, the unit members will have salaries increased in the following manner:

A pro-rata share (proportional) of projected growth, program improvement and equalization for base general fund revenues for 1992-93, 1993-94, and 1994-95 fiscal years, calculated as follows: unit’s actual salary categories expense divided by total actual District current expense for 1992-93, 1993-94, and 1994-95. The projected growth program improvement and
equalization (utilizing P-2) multiplied by the proportional ratio calculated above shall be used for salary increases.

Salary adjustments for contract/regular unit members will be retroactive to January 1, 1993, 1994, 1995 respectively and paid during the Fall Term. Retroactive salary adjustments for hourly credit members will commence at the beginning of the Spring semester and paid during the following Fall Term.

2.1.6 To meet conditions specified in Nos. 2.1.1 to 2.1.4, the District's funding base (FTE) cannot decline by more than 1 percent from the previous year, nor can a fundamental change occur in the allocation mechanism which results in a reduction to the base budget. If either condition prevails, and the adjustments are not made, this agreement will be reopened for negotiations.

2.2 SALARY SCHEDULES

Adjust as necessary.

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 nine (9) years. The maximum entering step is No. 10. For Temporary Contract Certificated personnel, the maximum entering Step is No. 4 (effective July 1, 1993).

2.6 GUIDELINES FOR ADMINISTRATION OF THE CONTRACT INSTRUCTORS' SALARY SCHEDULE

2.6.2.d Verifications (transcripts) shall be filed with the Personnel Office at least one week prior to the first working day of the Fall Semester.

2.6.2.f Upper division and graduate units and courses may be applied to Salary Class Transfer under the following categories:

a. All units in one's major field will be counted; no duplication is allowed.

b. All units taken toward obtaining an educational credential may be counted.

c. All units outside one's major field but directly related to one's teaching field.

d. All units outside one's major field but required for a Master's or Doctor's Degree.

e. One-third of the allowable units per class transfer may be in general education elective courses.
f. Other courses must be approved by the Academic Policies Committee. Prior approval on courses in which a unit member plans to enroll should be obtained in order that s/he be assured his/her units will be applicable for advancement on the salary schedule.

2.8. **DOCTORAL BONUS**

Certificated contract and regular employees with a doctorate earned and received from a fully accredited institution receive an additional 4.4 percent (%) of Class I, Step 1 of the Contract Salary Schedule annually. The institution must have been accredited no longer than 5 years from 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 (effective July 1, 1993).

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

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

2.14 **DEPARTMENTAL LEADERSHIP COMPENSATION**

2.14.1 **Computation of Compensation**

(Add following department chairpersons to list of chairpersons not remunerated by formula: Art, English, E.S.L., Essential Skills, Mathematics, Journalism, Cosmetology).

2.14.2 **Academic Senate Compensation**

Faculty members of the Academic Senate shall be compensated according to a TLU schedule mutually agreed upon by the Academic Senate and the Superintendent/President. The total TLU's in the schedule allocated for faculty involvement in shared governance shall be 38 TLU's per semester.

2.14.3 **Payment of Stipends - Deleted**

2.14.4 **Compensation for District Requested Non-Teaching Assignments performed during the Summer**

(a) Faculty members of the Academic Senate selected to participate in summer Academic Senate meetings and/or summer College Planning Council meetings will be compensated at their hourly lab rate for the time spent attending these meetings.
2.14.5 Committee Review

An ad hoc college committee shall be established and convened to review, with the possibility of recommending an adjustment, five forms of on-going non-teaching faculty compensation as reflected in the summary distributed in negotiations and dated March 4, 1993 designated "Non-Teaching Faculty compensation document", representing a total dollar value of $315,298. This amount shall be increased by $4,000 for use by the committee, to be effective when and if the recommendation is adopted.

a. Academic Affairs on-going reassigned time excluding 38 TLU's of release time for Academic Senate leadership, and excluding reassigned time for the HRC Coordinator and the Security Director

b. Department on-going reassigned time

c. Department chair on-going reassigned time

d. Department chair stipends and formula and

e. Extended contracts excluding counselors

Any and all adjustments made shall be accomplished within the existing total dollar value designated above. Positions/responsibilities not currently compensated in any of the five listed categories may be added, but only within the total existing dollar value.

The committee shall be composed of the Instructors' Association President or designee, the Academic Senate President or designee, and the Vice President of Academic Affairs or designee, plus two representatives from each of these three constituencies chosen by the designated leader. The committee shall be convened and chaired by the Academic Senate President or designee. The procedures of the committee (consensus, majority vote, etc.) and the means for deciding on the final recommendation shall be established and approved by the membership.

The committee shall by the end of the Fall 1993 semester prepare its recommendation showing the revised allocation, if any, of existing dollars within and between each of the five non-teaching categories as agreed to by the committee. This recommendation shall be forwarded to the Vice President of Academic Affairs and the Vice President of Student Affairs. Within two academic months of the date the recommendation is received, Section 2.14 of the contract shall be amended as necessary to show those departments not remunerated by department stipends and any other change, reflecting the final action of the Vice Presidents. Implementation of the revised allocations, if any, shall begin at the start of the next full
academic year following action by the Vice Presidents, if this action occurs by or before May 15.

Nothing in this Section (2.14.5) shall exempt any or all compensation categories described herein from reduction and/or elimination should the District budget necessitate such action.

Nothing in this Section (2.14.5) shall be construed to limit the District in its authority to make adjustments to compensation categories described herein prior to, during, or following committee deliberations as deemed appropriate by the Vice President.

2.16 INSTRUCTOR LOAD

The following additions are made to the District’s Instructor Load Policies (Section 1900):

2.16.1 Overload for Sabbatical

TLU’s accumulated from banked overload TLUs may be applied toward a sabbatical leave so that an instructor may receive full pay while on sabbatical. To receive full pay while on a one-semester sabbatical leave, 5 overload TLUs must be accumulated by the end of the semester prior to the sabbatical leave. To receive full pay while on a one-year sabbatical leave, 18 overload TLUs must be accumulated by the end of the year prior to the sabbatical leave.

To apply TLUs accumulated from banked overload TLUs to a sabbatical year, the faculty member must sign a Form of Intent during the first semester of overload TLUs banked toward a sabbatical leave. Without such Form of Intent, overload TLUs must be balanced or paid as described in the District’s Instructor Load Policies (1900).

By March of the year in which a sabbatical leave for the following academic year is approved, the faculty member must notify the appropriate Vice President of the approved sabbatical and the intent to apply accumulated overload TLUs to the sabbatical, and shall present a record of accumulated overload TLUs. The Vice President shall notify the Personnel Department of augmented sabbaticals that have been approved for the purpose of contract preparation and the amount by which the sabbatical shall be augmented. If a faculty member who completes a Form of Intent to apply accumulated overload TLUs to a sabbatical, does not subsequently apply for a sabbatical or is not approved for a sabbatical, the accumulated overload TLUs will be paid at the instructor’s request.
Article 3: HEALTH AND WELFARE BENEFITS

3.4 a. The District will contribute the specified premiums amount for the retiree's District group medical plan up to a maximum of $3,000 annually.

e. "Regular" service with the District is defined as service in paid status and shall exclude all part-time casual employment.

3.5 STRS SERVICE CREDIT

In accordance with the provisions of Education Code 22726 and 87488, regular contract unit members shall receive up to an additional two (2) years of STRS service credit if the following conditions are met:

a. the unit member must have 20 years of probationary/regular contract service at Santa Barbara City College.

b. the unit member must have an effective retirement date (last day worked) within the following "window periods" to receive the additional service credit:

1993 - Apr. 23 through Jul. 1, 1993; Sep. 3 through Dec. 31, 1993

1994 - Mar. 4 through July 1, 1994; Sep. 3 through Dec. 31, 1994

c. the provisions of the Education Code are amended to provide for the extension of these benefits.

This provision (Article 3.5) is effective January 1, 1993, through December 31, 1994. The District certifies that the net effect result is no costs to STRS or the District.

3.6 POST RETIREMENT EMPLOYMENT AGREEMENT

Compensation for written Post Retirement Employment Agreements teaching assignments shall be $1200 per TLU with total compensation not to exceed the STRS earning limitation. This amount shall be increased, the beginning of each fiscal year, by any increase to the base contract salary schedule during the term of the agreement.

3.7 AUDIT/ENROLLMENT - FACULTY EMERITUS

The following is added to those benefits contained in District Policy 2344 for faculty Emeritus Status:

a. All retirees (and current unit members) may enroll in and audit one credit course each semester without payment of the audit fee or health fee.

b. All retirees (and current unit members) may enroll in one non-credit course each term and the District shall waive the enrollment fees.
Article 4: ASSOCIATION RIGHTS

4.10 The District shall provide to the President of the Instructors’ Association, two (2) TLUs per semester release time to conduct association business. The Instructors' Association shall have the right to purchase from the District a maximum of 4 TLUs per semester at the appropriate hourly lab or lecture rate and provided there is no detriment to the academic program.
Article 9: REDUCTION IN STAFF

When any reduction in the faculty may be required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member can be laid off while any employee with less seniority is retained or render a service in a faculty service area in which the senior employee is both qualified and competent to perform. (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 procedures 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 intends to retire in three years.

10.2 The option of part-time employment to be credit 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 three 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 and 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. In addition to its regular STRS contribution for full-time employee, the District pays a stipend to the employee equal to the amount the employee would have contributed if s/he were employed on a full-time basis (effective July 1, 1993).

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.
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Article 12: TERM

Except as provided below, this Agreement shall remain in full force and effect up to and including December 31, 1995, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than September 15, 1995, 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 F) may be reopened and negotiated, beginning March 1995.
APPENDIX F

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 payment of premiums for existing unit members for mandatory health and welfare benefits. Such amount shall be pro-rated for eligible contract unit members who work less than full-time, but half-time or more.

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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 contract employee after July 1, 1990, will receive a MAXIMUM of $1000 per year if they elect medical coverage waivers.

4. The Benefits Committee shall continue its efforts to secure an indemnity plan for the District and will be permitted to add such medical plans during this Agreement.

5. The Superintendent/President is to appoint faculty members to the Benefits Committee. The Association will propose six (6) individuals and the Superintendent/President will select three (3) of them.

6. A flexible benefits plan (as defined in Internal Revenue Code section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate, commencing with the 1993 open enrollment period. The 1993 commencement date may be delayed until the 1994 open enrollment period upon the recommendation of the District (Vice President for Business Affairs). Monthly service fees for each employee's flexible benefit plan accounts will be paid by that employee.
7. The District shall as permitted by law continue to permit employees to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.
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1 Growth is defined in Section 2.1.2 as funding beyond the 10,824 FTEs base shown in the 1992-93 budget year.

2 The Base Adjustment (COLA, Growth, Equity and Program Improvement) shall be added each year to establish the new base revenues.

3 Revenue sufficient to cover any additional program expenses will adjust the base annually; however, the base adjustment shall not exceed 50 percent of additional revenues.

4 Assumes an approximate 11.5% increase in expenses for utilities, insurance, postage, and automatic step/column increases in 1994-95.

CLH:ba - 3/8/93 (FISCAL:Rev-Sh.Tbl)