PROPOSED AGREEMENT

BETWEEN THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
CHAPTER 289
AND THE

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA, CALIFORNIA
Article 3: GRIEVANCE PROCEDURE

3.1 Definitions

A "grievant" is any unit member covered by the terms of this Agreement or a representative of the Association.

3.5 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 grievant shall, within the ten (10) day limit, have the right to request a personal conference with the Superintendent/President in order to present the grievance. At the personal conference, there will be no necessity to restate what has been previously set forth in the written grievance as the Superintendent/President will have reviewed it prior to the personal conference. Oral presentation should be limited to clarification and emphasizing any particular points that the grievant deems necessary.

The Superintendent/President or his designee shall communicate his decision to the grievant within ten (10) days.

Representation

3.2.1 By no later than thirty-(30) sixty (60) days following the signing of this Agreement the Association will designate in writing to the Superintendent/President not more than eight (8) employees and their alternates, who are to receive the time off; the number of designated Association Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1).

3.2.3 Twenty-four-(24) sixteen (16) hours prior to release from duties for grievance processing the designated Job Steward informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
Article 6: COMPENSATION AND BENEFITS

6.1 COMPENSATION

6.1.1 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.

6.1.2 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.

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

6.1.4 For the years this contract is in force, unit members will receive a one-time salary adjustment to the extent additional revenue exceeds the base General Fund revenues defined in Appendix D. The revenue sharing will be 70 percent to all employee groups; 30 percent to District above the base revenues if 10,824 FTEs are funded. The unit’s pro-rata share shall be determined as defined in 6.1.5. 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.).

6.1.5 For 6.1.2 and 6.1.3, 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 unit members will be retroactive to January 1, 1993, 1994, 1995 respectively and paid during the
Fall Term.

6.1.6 To meet conditions specified in Nos. 6.1.1 to 6.1.4, 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.

6.2.1 Course Enrollment

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

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

6.5.1 Uniforms

The District shall pay the cost of the purchase, lease, rental, cleaning and maintenance of uniforms, lab coats, equipment, identification badges, emblems, and cards required by the District to be worn or used by Bargaining Unit Employees in the following classes: Custodial; Grounds; Food Service; Maintenance; Security; Warehouse; Lab Teaching Assistants/Lab Technicians.
Article 8: HOLIDAYS

8.1.3 On a one time basis, unit members shall be entitled to two (2) days off with pay provided they are employed and are in paid status during the period specified in this section. The specific days will be approved by the supervisor and will be within the following time period:

Winter Vacation Period (January 3-7, 10-14, 1994) or;
Spring Vacation (April 4-8, 1994)

The CSEA Chapter 289 terminates and settles its Writ of Mandate Case No. 196183, filed with the Superior Court of Santa Barbara, March 10, 1993 against the District and hereby settles all issues contained in the Writ of Mandate.
Article 9: VACATIONS

9.7 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the unit member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall make a reasonable effort to schedule vacations for the dates requested by unit members and shall respond to the unit members request for vacation within five (5) working days upon receipt of the request. Once a written vacation request has been approved by the Supervisor, the scheduled vacation time can not be changed or cancelled, by either the Supervisor or unit member, except by mutual agreement.

When it is convenient to the Department and when two or more unit members' requests are for vacations in the same time period, the unit member with the greater seniority shall be granted his/her request. If the unit members involved have equal seniority, then they shall be chosen by lot.

All ten (10) and eleven (11) month unit members shall take earned vacations during the Christmas and/or Spring vacations or as otherwise approved by the immediate supervisor.
11.2 **Length of Probationary Period**

The probationary period for new employees shall be twelve (12) months of service in paid status in the position to which assigned. Any leave of absence exceeding fifteen (15) calendar days shall cause the probationary period to be extended one (1) month for each month, or major fraction thereof, of such leave taken. The unit member's anniversary date shall be changed to the date of completion of the probationary period.
Article 12: LAYOFFS

12.1.1 Order of Layoff

Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class where layoffs are required, plus higher classes, shall be laid off first.

For purposes of this section, "length of service" shall be determined by the date a unit member first entered into probationary status in the classified service of the District. Seniority in a particular class shall be determined by the hire date in that class. "Length of service" shall include all service in paid status and military leave of absence.

12.1.2 Time in the Class

a. An employee who is changed from one job classification to another (due to promotion, reassignment, reclassification study) shall have his/her seniority in the new class begin on the date of the change in classification.

b. Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases of demotion. In these cases, the employee's seniority shall be computed from the date of his/her earliest entrance into the former classification.
14.9 FAMILY CARE LEAVE

The District shall comply with the California Family Right Act of 1991, as amended, and the federal Family and Medical Leave Act of 1993. Under the laws, unit members with at least 12 months of service and have worked for the District for at least 1,250 hours during the preceding 12 months are entitled to a total of 12 weeks of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of a unit member, (2) the placement of a child with a unit member in connection with the adoption or foster care of a child by unit member, (3) leave to care for a child, parent or a spouse who has a serious health condition; or (4) leave because of a serious health condition that makes the unit member unable to perform the essential functions of his/her position.

In accordance with the federal law, the District shall pay to the unit members regular health and benefits contributions for up to three (3) months during the 12-month period. The District may recover the District’s contributions if the unit member fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the unit member’s control.

g:leave2:1b(Revised11/2/93)
Article 15: ASSOCIATION RIGHTS

15.9 The CSEA Chapter President shall be granted eight (8) hour- (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.

15.11 The College Planning Committee shall have a classified unit representative appointed by the Superintendent/President. CSEA may submit no fewer than five (5) names for consideration when the selection process is in progress. If the Superintendent/President does not consider any of the five (5) candidates satisfactory, the President of CSEA and the Superintendent/President shall discuss a selection.

The Personnel-Benefits Committee shall--include--two members--appointed--by the--CSEA-President.

The CSEA may appoint representatives to the following District Committees: Classified Council (2), Safety Committee (1), Benefits Committee (3), Facilities Committee (1), Affirmative Action Committee (1). The CSEA, Chapter 289 hereby permanently drops and terminates its Unfair Labor Practice charge No. LA-CE-3296 and hereby settles all issues contained in the charge.
Article 21: 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 C) may be reopened and negotiated, beginning March 1995.

Date ________________________

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

ELIZABETH E. AUCHINCLOSS, President  
California School Employees  
Association Chapter #289

PETER R. MACDOUGALL  
Superintendent/President  
Santa Barbara Community College District

MARK FISHER, Labor Relations Representative  
California School Employees  
Association Chapter #289

LEONARD S. JARROTT  
President, Board of Trustees  
Santa Barbara Community College District
APPENDIX C: 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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Coverage Waivers</td>
<td>$1,000</td>
<td>$1,000</td>
<td>to be negotiated</td>
</tr>
<tr>
<td>Singles</td>
<td>$2,443</td>
<td>$2,668</td>
<td>to be negotiated</td>
</tr>
<tr>
<td>Two-parties</td>
<td>$4,420</td>
<td>$4,826</td>
<td>to be negotiated</td>
</tr>
<tr>
<td>Families</td>
<td>$6,106</td>
<td>$6,666</td>
<td>to be negotiated</td>
</tr>
</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. 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. Monthly service fees for each employee’s flexible benefit plan accounts will be paid by that employee.

4. The District shall as permitted by law continue to permit employees to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.

5. Early Retirement Incentive Program
   (Effective period January 1, 1993 - December 31, 1995)

A. Eligibility
   (1) A unit member must have rendered 15 years of service with the SBCCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.
   (2) "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.
## SANTA BARBARA CITY COLLEGE
### BUSINESS SERVICES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8611 Principal Apportionment</td>
<td>$20,003,802</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prior Year Adjustments</td>
<td>122,478</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apportionment Deficit</td>
<td></td>
<td>195,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Adjustments (COLA/Growth/Prog. Dev./Equity)(^1)</td>
<td></td>
<td>Base adjt(^2)</td>
<td>Base adjt</td>
<td>Base adjt</td>
</tr>
<tr>
<td>8690 Mandated Costs</td>
<td>15,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8619 Trailer Coach</td>
<td>7,906</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8672 Homeowners</td>
<td>155,482</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8811 Secured Taxes</td>
<td>7,164,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8812 Unsecured Taxes</td>
<td>486,014</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8813 Prior Year Taxes</td>
<td>140,793</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8860 Interest</td>
<td>230,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8872 Non-resident Fees</td>
<td>1,191,500</td>
<td>130,411</td>
<td>Base adjt(^3)</td>
<td>Base adjt</td>
</tr>
<tr>
<td>8873 Enrollment Fees</td>
<td>957,334</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8873 Enrollment Fees</td>
<td>19,537</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8630 BFAP</td>
<td>211,837</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8890/8898 Other Income</td>
<td>68,554</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Income</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>xxxxx Revenue necessary to cover additional fixed expenses</td>
<td></td>
<td>300,000</td>
<td>350,000(^4)</td>
<td></td>
</tr>
</tbody>
</table>

**General Fund Totals**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,774,237</td>
<td>$ 617,097</td>
<td>$ 300,000</td>
<td>$ 350,000</td>
</tr>
</tbody>
</table>

---

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-5th)