SBCC

SBCC District- Management / Supervisors

Memorandum of Understanding:

Meet and Confer

January 1, 2005 through December 31, 2006
SBCC District- Management Memorandum of Understanding: Meet and Confer

1. Purpose of Memorandum

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the Management and Supervisory employees of Santa Barbara City College.

This represents the previously agreed upon rights granted to Certificated and Classified Management through past meet and confer sessions that are still in effect and additional rights/modifications granted for the period from January 1, 2005 through December 31, 2006.

Subjects not covered in this Memorandum of Understanding shall be governed by the District Policies and Procedures for Classified Employees or the Policies for Faculty and Administrators of the Santa Barbara Community College School District, whichever is applicable to the individual Group member. In the event of conflict regarding a particular subject, the Memorandum shall prevail.

2. Management Group Defined

The Management Group includes all employees in designated management or supervisory positions, whether probationary or permanent or contract employees and whether funded from the general fund or from categorical funds.

3. Equitable Treatment Provision

Members of the Management Group are entitled to whatever applicable increases in basic compensation and benefits are negotiated between the District and the Instructor's Association and CSEA.

4. Compensation

4.1 Compensation.

2005

4.1.1 For the 2005 calendar year, the salary schedule will be increased by 4.58%. The salary schedule for the 2005 calendar year is attached as Appendix B.

2006
4.1.2 For the 2006 calendar year, the salary schedule will be increased by the sum of the following:

1) cost of living adjustment (unrestricted general funds) included in the signed 2005/06 state budget as reflected on the 2005/06 First Principal Apportionment document;

2) M/S group’s share of 50% of any equalization money received for the 2005/06 school year; plus

3) M/S groups’ share of 30% of any growth money received for the 2005/06 school year.

4) The M/S group may allocate a portion of the money that would otherwise go to the salary schedule increase into health insurance, provided it notifies the District of its decision before the end of October 2005.

5. Implementation of the Ewing Classification Study

5.1 The guidelines for the implementation of the Ewing Classification Study are outlined in Appendix E

6. Salary Schedules

6.1 Managers and Supervisors

Managers and supervisors will be paid according to salary schedules 28 and 30 as referenced in Appendix A.

7. Guidelines for Administration of Management Group Salary Schedules

7.1 Earned Doctorate

Certificated and Classified Management employees with an earned doctorate received from a fully accredited institution receive the doctoral bonus provided full-time faculty members. The institution must have been accredited for at least five years prior to 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 or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association (AMA), effective 7/1/96.

7.2 Service Increments
Ten Years

A member of the Group who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment at ten years equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

Fifteen Years

A member of the Group who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment at ten years equivalent to 7.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

For each additional five year increment of service as described above beyond year fifteen (15), an additional career increment equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees shall be granted.

In determining eligibility for a longevity career salary increment, the calculation of service to the college will include all years of full-time service (classified and certificated) whether under federal, state, or private sector funding and whether in district probationary or regular status.

8. Benefits

8.1 Health and Welfare Benefits

Management Group employees will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein.

8.2 Participation will be available for domestic partners pursuant to Appendix C

8.3 Upon the death of an active Group employee, a surviving spouse/domestic partner and/or dependents shall continue to receive, for a six (6) month period from the date of death, the District contributions toward insurance coverage. The surviving spouse/domestic partner/dependents may remain in the District's medical plan in accordance with the provisions of public law (COBRA).
8.4 Upon the death of a retiree who is enrolled in the District's medical and dental plans, a surviving spouse/domestic partner and/or eligible dependents may remain in the District's medical and dental plans so long as they meet the eligibility rules and pay the premium for such coverage.


9.1 Vacation

For the purpose of this section, “continuous service” shall mean employment for 10 or more calendar months of each school year.

A new Management Group employee shall not be eligible to take more than six days, or the proportionate amount to which s/he may be entitled, until the first day of the calendar month after completion of six months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of his/her supervisor, a Management Group employee may take vacation days during his/her first six months. Each regular full-time employee shall be entitled to vacation leave with pay, subject to the following provision:

a. From the employment date of full-time service, certificated and classified management employees earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.

b. After the completion of seven years of full-time service, certificated and classified management employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.

c. After the completion of twelve years of full-time service, certificated and classified management employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.

9.2 Unused Vacation Paid Upon Retirement or Resignation

Management Group members can be paid for up to 24 months of accrued but unused vacation upon resignation or retirement.

9.3 Catastrophic Illness Leave Donation Program
9.3.1 Purpose: The purpose of this program is to allow permanent certificated and classified management employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees who have completely exhausted other paid leave benefits. The program is voluntary.

9.3.2 Contributions: Consistent with the guidelines that follow, any Management Group employee may donate up to five (5) days of accumulated sick leave to another eligible college employee (Management Group, confidential employee, CSEA unit member or IA unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (based on the donating employee’s assignment). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to six (6) days.

(1) The donating employee must, after the donation, retain a minimum of two year’s worth of accrued, unused sick leave from prior accumulations.

(2) The donating employee shall execute and file with the Human Resources and Legal Affairs Department a form authorizing and irrevocable assigning the donated leave to the donee employee.

9.3.3 Eligibility: Management employees shall be eligible to request the donation of other SBCC employees’ sick time subject to the following conditions and limitations:

(1) The employee is a permanent Management Group employee of the college.

(2) The employee suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

(3) The employee has exhausted all of his/her available paid leaves, including regular and extended sick leave
(1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

(4) The maximum number of donated days which may be utilized by one employee for a single catastrophic illness or injury shall not exceed 125 days.

(5) Each employee shall be limited to one donation request per school year.

(6) Donations may only be accepted during a two (2) week call for donations window period.

(7) Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and employees receiving leave.

9.3.4 Administration:

(1) Applications for benefits shall be submitted to the Human Resources and Legal Affairs Department on a District form.

(2) The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.

(3) After verifying the employee's eligibility, the District's Human Resources and Legal Affairs Department will circulate a request for sick leave donations to be submitted to the payroll department (two week window period). A District request form must be used.

(4) Donated sick leave not used prior to the employee's return to service shall be retained by the donee.

(5) The donee employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than what was withheld, the employee shall be solely liable for the additional taxes.
(6) No action taken under this section shall be subject to any District grievance procedure. Employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

10. Professional Growth

Classified and certificated managers are eligible to participate in the District Professional Growth Program. This program will have the same structure as that currently in place for classified staff and classified managers. The Management/Supervisory Group will designate up to three representatives to meet with HR/LA to evaluate applications for growth increments for the Management Group.

11. Course Enrollment

All Management Group employees may enroll in and audit one credit course each semester without payment of the audit or health fee.

All Management Group employees may enroll in and audit one noncredit course each term and the District shall waive the enrollment fee.

12. Tuition Reimbursement

Subject to supervisor approval, the District will reimburse management employees for tuition education expenses up to $2,000.00 per year to complete courses that lead to an accredited degree related to their job. A District fund for this purpose will be established and total annual expenditures from this fund are not expected to exceed $20,000.

Guidelines to implement this benefit are attached as Appendix D.

13. Outside Consultation

Management Group employees who are paid as consultants from external sources must use vacation days to perform this work.

14. Outside Teaching
Management Group Employees, subject to supervisor approval, may teach one course for the college for pay outside the work day (before eight or after five) or during vacation time.

15. Participation in Tax Annuity Programs

Management Group Employees employed regularly more than 20 hours a week may participate in a tax annuity plan.

16. Early retirement incentive program (Effective period: January 1, 2005-December 31, 2006)

16.1 Eligibility

16.1.1 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.

16.1.2 "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

16.2 Medical

16.2.1 The District will contribute the specified premium amount for the retiree's District group medical plan as follows: Effective July 2005 the District's maximum dollar contribution will be $5,200 annually.

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

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

16.2.4 Upon the death of a retiree participating in the Early Retirement Incentive Program, a surviving spouse/domestic partner and/or eligible dependents enrolled in the District health insurance program at the time of the employee's death, may remain in the District's medical and dental plans so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the District contribution until the date the retiree would have reached age 65 or for six months from the date of death, whichever is less. The surviving spouse/domestic partner/eligible dependents may remain in the District's medical plan in accordance with the provisions of public law (COBRA).

16.3 Employment with the District
APPENDICES

Appendix A – Management / Supervisory Salary Schedules
Appendix B – Health and Welfare Benefits
Appendix C – Domestic Partnership
Appendix D – Tuition Reimbursement
Appendix E – Implementation of Ewing Classification Study
APPENDIX B: HEALTH AND WELFARE BENEFITS

1. The District will provide for each full-time eligible unit member up to 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.

   **2005-2006**
   - Medical Coverage Waiver: $2,000
   - Single: $4,774
   - Two-party: $8,093
   - Family: $11,487

   **2006-2007**
   - Medical Coverage Waiver: $2,000
   - Single: TBD
   - Two-party: TBD
   - Family: TBD year.

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, which will be provided at a payment rate of two-thirds of an employee’s regular salary, up to a maximum of $5,000 per month
   (d) The District dental plan (minimum coverage is employee only)

3. If the total cost of the mandatory benefits is less than the District’s contribution, the unit member relinquishes that unused amount (except for waivers).

4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, un-reimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee’s flexible benefit plan accounts will be paid by that employee.
5. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference.

6. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.
Appendix C

Domestic Partner Coverage Procedures

I. Eligibility:

Santa Barbara City College (SBCC) will provide benefits for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

A domestic partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

1. Both persons have a common residence.

2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

3. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

4. Both persons are at least 18 years of age.

5. Either of the following:
   A. Both persons are members of the same sex.
   B. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

6. Both persons are capable of consenting to the domestic partnership.

Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

II. Documentation Required to Receive Domestic Partner Coverage:

In order to receive benefits as a Domestic Partner, the employee and the Partner must:

A. Submit proof that you have registered with the California Secretary of State
B. Complete and sign Domestic Partner medical and/or dental enrollment form(s).

III. Documentation Required for Change in Status of Domestic Partner Coverage:

The employee must notify the Human Resources & Legal Affairs Department in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership.

In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file a State of California Termination form with the Human Resources & Legal Affairs Office for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner.

After a termination of an existing Domestic Partner’s coverage, a subsequent Declaration of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed.

Domestic Partners and their dependents are eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

IV. Enrollment Deadlines

A. Employees currently employed, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply.

New employees hired after the original effective date of these Procedures, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

B. An employee will not be required to wait until the next open enrollment period if the employee can demonstrate that he or she is applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

V. Premium Payment / Tax Consequences

The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. STRS / PERS will not be withheld from or credited to this additional amount.
The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner's child(ren). If covering the Domestic Partner and the Domestic Partner's child(ren) increases the premium, the difference will be paid from the employee's wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner's child(ren) does not increase the current premium, then the value of the health coverage for the Domestic Partner and the Domestic Partner's child(ren) will be reported as taxable income to the employee. If the difference between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee's includible income. The includible income will be reported on the employee's W-2.
APPENDIX D

Tuition Reimbursement Procedures for Advanced Degree Study

The agreement between management and the District states: “With supervisor approval, provide reimbursement for tuition education expenses up to $2,000 per year to complete courses that lead to an accredited degree related to the job.”

A maximum of $20,000 per year is available for this purpose.

Procedures:
A committee of three persons elected by the management group will oversee the implementation of this reimbursement program. These managers will serve for a period of three years at which time there will be another election.

Managers wishing to submit reimbursement requests must do so by October 1 for fall tuition reimbursement, and by March 1 for winter/spring tuition reimbursement.

Up to 50% ($10,000) will be allocated in the fall, and up to 50% ($10,000) will be allocated in the spring. If the amount of applicants’ reimbursement requests exceeds the amount of money available, the available funds will be divided equally among the qualifying applicants. If the amount of applicants’ reimbursement requests is less than the amount of money available for fall, excess monies can be applied to spring reimbursements even if that results in more than 50% being disbursed in the spring.

Qualified managers who do not receive their full $2,000 reimbursement for the year may carry over unmet reimbursement requests for a following year.

A manager is eligible to apply for a maximum of 4 years of tuition reimbursement while at the College. Unmet carryover requests do not count toward that 4 year maximum.

All reimbursement requests must be for study at fully accredited institutions.

Appeals may be made to a committee consisting of the Executive Vice-President, Educational Programs, the Vice-President of Human Resources and Legal Affairs, and the Vice-President Business Services. The decision by the Vice-Presidents will be final.
Application for Tuition Reimbursement: Managers and Supervisors

Name ___________________________ Name of Institution Attending ___________________________

Degree/Discipline ___________________________ Anticipated completion date ___________________________

# units required for degree ___________________________ # of units completed ___________________________

Briefly describe applicability of degree to current position:

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

Signature ___________________________ Supervisor signature ___________________________

Date ___________________________ Amount of reimbursement request ___________________________

Note: Please attach the following copies:
1. Receipt of tuition payment
2. Verification of enrollment in program (initial request for reimbursement only)

Committee recommendation:
Approval: ____________ Amount: ____________
Disapproval: ____________ Reason: ____________________________________________________________
Appendix E

IMPLEMENTATION OF THE EWING STUDY

The Ewing Classification study will be implemented for management/supervisory employees as follows:

1. Full implementation of the study will occur over a three year time span.

2. Effective July 1, 2005, the recommended job (class) descriptions will be implemented. At the same time, the recommended salary schedule will go into effect to the extent set forth below:

   a. A new 9 step salary schedule will be used. Subject to the provisions of subsection “b” below, employees on the payroll as of June 30, 2005, will be rated-in as follows: current step A will go to step 5, current step B will go to step 6, current step C will go to step 7, current step D will go to step 8, current step E will go to step 9.

   b. If there is a discrepancy between the employee’s salary on June 30, 2005 and placement on the new schedule on July 1, 2005, the discrepancy will be handled as follows:

      1) No downgrades. If a position was recommended for a reduction in salary (i.e., the June 2005 salary is higher than placement on the new salary schedule), the position will be “grandpersoned.” For purposes of this agreement “grandpersoned” means that incumbents would remain at their current salary while new employees would be hired at the lower rate. Incumbents’ salaries would not be frozen (as in “Y” rating) but would instead continue to enjoy the benefits of the existing range, including future across-the-board salary increases, as long as the incumbent continues to be employed by the District.

      2) If the step on the new schedule would result in a higher salary for the employee, then the employee will receive 1/3 of the difference between the employee’s current salary and the salary reflected on the new schedule for each year of the implementation (i.e., first year 1/3 of the difference; second year 2/3 of the difference; third year, the full salary reflected on the new schedule). If, however, 1/3 of the difference in the first year would result in an employee receiving a salary that was less than that reflected in step 1 of the new schedule, then the employee will be placed on, and receive the salary of step 1 of the new schedule. By the third year all incumbents will be rated in at the steps set forth in section 2(a) above.

3. In the first year of implementation new hires could be hired at steps 1-5, as appropriate. In the second year of implementation new hires could be hired at steps 1-6, as appropriate. In the third year of implementation and thereafter, new hires could be hired at steps 1-7, as appropriate.
4. Any across-the-board salary increases negotiated by the parties beginning January 2006, will be applied to the “new” schedule recommended in the Ewing Study. For example, if the parties negotiate a 4% salary increase effective January 1, 2006, 4% will be added to the Ewing recommended schedule.