AGREEMENT

Between the

TEAMSTERS LOCAL UNION NO. 186
SBCC CLASSIFIED SUPERVISORS

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

June 2012 - December 2013
# TABLE OF CONTENTS

- **PREAMBLE** 4
- **ARTICLE 1: RECOGNITION** 5
- **ARTICLE 2: DISTRICT RIGHTS** 6
- **ARTICLE 3: UNION RIGHTS** 7
- **ARTICLE 4: COMPENSATION AND BENEFITS** 9
  - 4.1 Compensation 9
  - 4.2 Salary Schedules 9
  - 4.3 Guidelines for Administration of Classified Supervisors Salary Schedule 9
    - 4.3.1 Schedule of Ranges and Rates 9
    - 4.3.2 Salary placement for new employees 9
    - 4.3.3 Employment Date and Anniversary Date 10
    - 4.3.4 Priority of Increases 10
    - 4.3.5 Increases Within the Salary Range 11
    - 4.3.6 Salary on Change in Range Assignment 11
    - 4.3.7 Restorations 11
    - 4.3.8 Earned Doctorate 13
    - 4.3.9 Service Increments 13
  - 4.4 Promotion 14
  - 4.5 Salary on Demotion 14
  - 4.6 Salary on Transfer 15
  - 4.7 Salary on Position Re-classification 15
  - 4.8 Step-Assignment 15
- **ARTICLE 5: HEALTH AND WELFARE BENEFITS** 16
ARTICLE 6: HOURS ................................................................. 17
ARTICLE 7: HOLIDAYS ................................................................ 18
ARTICLE 8: VACATIONS .................................................................. 20
ARTICLE 9: PROBATIONARY PERIOD ........................................ 22
ARTICLE 10: LAYOFFS .................................................................. 23
  10.1 Order of Layoff .................................................................. 23
  10.1.1 Time in the Class .............................................................. 23
  10.1.2 Rights of Employees Upon Layoff ........................................ 23
ARTICLE 11: EVALUATIONS .............................................................. 26
ARTICLE 12: LEAVES OF ABSENCE ............................................. 28
  12.1 Sick Leave ........................................................................ 28
  12.2 Personal Necessity ................................................................. 29
  12.3 Industrial Accident and Illness Leave ..................................... 30
  12.4 Entitlement of Other Sick Leave ........................................... 32
  12.5 Bereavement Leave ............................................................... 33
  12.6 Jury Duty and Witness Leave ............................................... 33
  12.7 Maternity Leave ................................................................ 34
  12.8 Miscellaneous Provisions ...................................................... 34
    12.8.1 Military Leave ............................................................... 34
    12.8.2 Leaves of Absence without Pay ...................................... 34
    12.8.3 Tuition Reimbursement .................................................. 35
    12.8.4 Outside Consultation ..................................................... 35
    12.8.5 Adjunct Teaching .......................................................... 35
  12.9 Additional Leaves for Non-Industrial Accident or Illness ........ 36
  12.10 Absence Without Leave ...................................................... 36
  12.11 Reporting of Absences ....................................................... 36
  12.12 Family Care Leave ............................................................. 36
    12.12.1 Terms of Leave ............................................................ 37
PREAMBLE

This Agreement is made and entered into this __ day of _______, 2012, by and between the Santa Barbara Community College District (hereinafter referred to as “District”) and the International Brotherhood of Teamsters, Local 186 (hereinafter referred to as Teamsters or Union).

Subjects not covered in this Agreement shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict regarding a particular subject, the Agreement shall prevail.
ARTICLE 1: RECOGNITION

The District recognizes the Teamsters as the exclusive representative for the unit of classified supervisors. The unit excludes all other District employees.
ARTICLE 2: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out and transfer work out of the unit; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency as authorized by law.
ARTICLE 3: UNION RIGHTS

1. All Union business, discussions, and activities will be conducted by unit members or union officials outside established work hours except when the requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with a Union representative.

2. The District agrees to grant the Union access to employees’ work location during the unit members’ meal break or before/after normal working hours. Any Union staff member, Union officer, and/or Job Steward shall, prior to contacting an employee, make his/her presence known to the worksite management office.

3. The Union may use up to eight (8) hours of release time (work time) in any one month in order for designated union stewards to engage in union business.

4. The Union may use District mailboxes, e-mail systems and bulletin board spaces as such spaces may be agreed upon by the Parties.
   a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification together with a designated authorization by the local union steward;
   b. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and
   c. The Union will not post or distribute information which is defamatory of the District or its personnel.

5. As soon as practicable after execution of this Agreement the District shall provide a copy of this contract to each unit member.

6. The District agrees to provide the Union with the name, employment date, job class, work location, non-confidential home address, and non-confidential home telephone number of unit members, thirty (30) days after the effective date of this Agreement, with an annual update, for the life of this Agreement.

7. The District will provide the Union with two (2) copies of the Board Agenda with attachments and upon request two (2) copies of non-confidential enclosures.

8. The Union shall have the right to use, without fee, District facilities at reasonable times for the purpose of Union meetings. The Union shall be responsible for returning the facilities to
the condition they were in before the meeting.

9. The Union may appoint one representative to each of the following District committees:
   a. Benefits Committee
   b. Board Policies and Administrative Procedures
   c. College Planning Council
   d. Facilities/Safety/Security/Parking
   e. Supervisor and Manager Professional Development Committee
ARTICLE 4: COMPENSATION AND BENEFITS

4.1 Compensation.

The 2010 salary schedule (Appendix A) will remain in effect until mutually modified by the parties. The parties agree to reopeners in each year of a multiple year contract.

4.2 Salary Schedules

Unit members will be paid according to salary schedule "x" as referenced in Appendix A.

4.3 Guidelines for Administration of Classified Supervisors Salary Schedule

4.3.1 Schedule of Ranges and Rates

The compensation plan for all Unit Members shall be consistent with the schedule of ranges or rates of pay as adopted by the Board of Trustees. Each class in the classification plan shall be assigned to the appropriate range or rate in the compensation plan upon recommendation of the Human Resources & Legal Affairs Department and with the approval of the Superintendent and the Board of Trustees.

4.3.2 Salary placement for new employees

New employees shall be placed in the salary range associated with their Classification with credit given for directly related full-time paid experience as follows:

- 0-23 months: Step 1
- 24-47 months: Step 2
- 48-71 months: Step 3
- 72-95 months: Step 4
- 96-119 months: Step 5
- 120 months or more: Step 6

A new employee may be placed up to Step 7 due to extraordinary circumstances if approved by the Area Vice President in consultation with the Vice President of Human Resources and Legal Affairs. If they cannot agree, the matter will be referred to the Superintendent/President. A new employee may be placed up to Step 9 due to extraordinary circumstances if approved by the Superintendent/President.
4.3.3 Employment Date and Anniversary Date

Whenever any unit member is appointed and begins working in a position on or before the fifteenth (15th) day of the month, his/her initial employment date shall be the first day of that month during which he/she was employed as a unit member. If the employment commences on or after the sixteenth (16th) day of the month, his/her initial employment date shall be the first of the month following the date of his/her employment. A unit member’s anniversary date is the date upon which a unit member is granted an earned salary increment. This is the first day of the pay period next following the successful completion of the established probationary period. The employment date affects salary. However, the anniversary date is changed when a unit member is promoted.

4.3.4 Priority of Increases

Whenever a unit member is promoted to a class with a higher salary range on his/her salary anniversary date he/she shall first receive any within-range increase to which he/she is entitled and then receive the higher step in the new salary range as provided in Section 4 Promotion of this Article.
4.3.5 Increases Within the Salary Range

Unit members shall be eligible for advancement to the next step of the salary range for their class after completing the probationary period. Eligibility for advancement will be on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

Except for military leaves of absence, the granting of any leave of absence without pay shall cause the unit member's salary increase anniversary date to be postponed one (1) calendar month for each month or major fraction thereof of such leave taken.

4.3.6 Salary on Change in Range Assignment

Whenever a class is reassigned to a higher salary range, the salary of each incumbent in such class shall be adjusted to the step in the new salary range that corresponds to the step he/she was receiving in the former range.

4.3.7 Restorations

4.3.7.1. Reinstatement

A former permanent unit member who resigned in good standing may be reinstated in a vacant position in his/her former class and status within 39 months of the last date of paid service. Also, he/she may be reinstated in a vacant position in a lower related class, if qualified, or in limited-term status in the same or lower class. Such actions are discretionary with the Board of Trustees.

A unit member who has taken a voluntary demotion may be restored to a vacant position in his/her former class or a vacant position in a related lower class, as determined by the Board, within 39 months. Except when demotion was chosen in lieu of layoff, restoration is discretionary with the Board of Trustees.

A unit member who has accepted demotion in lieu of layoff for lack of work, lack of funds, or abolishment or reclassification of his/her position, has the right to be reemployed in a vacant position in his/her former class within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right.
Reinstatement or reemployment of a former unit member shall have the following effects:

a. Restoration to the former step in the current salary range for the class, or, if restored in a lower class, to the rate closest to that of the step to which he/she would be assigned if he/she were restored in his/her former class.

b. If restored to permanent status, restoration of accumulated sick leave and seniority as of the date of the separation.

c. Restoration of former anniversary date and employment date but without longevity credit for the off-duty period.

d. Restoration of all rights, benefits and burdens of a permanent unit member in the class to which restored.

4.3.7.2. Reemployment (Higher Class)

A former permanent unit member who resigned in good standing and who is reemployed, within 39 months of the last date of paid service, in a higher class than his/her former class at the time of resignation, shall be placed at the salary step that is closest to but greater than the current rate of the former step of the lower class at the time of separation.

The unit member will serve a twelve (12) month probationary period in the new class, and advancement on the new salary range will occur only on the new anniversary date.

Re-employment of a former unit member into a higher class shall have, after the successful completion of the probationary period, the following effects:

a. Restoration of accumulated sick leave and seniority as of the date of the separation.

b. Restoration of the unit member’s former employment date but without longevity credit for the off-duty period.

c. Restoration of all rights, benefits, and burdens of a permanent unit member in the class to which restored.
4.3.8 Earned Doctorate

Classified supervisors 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).

4.3.9 Service Increments

Ten Years

A unit member 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 unit member 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 fifteen 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 whether under federal, state, or private sector funding and whether in district probationary or regular status.
4.4 Promotion

An employee who receives a promotion from a bargaining unit position to a higher level supervisory position shall be placed on the new salary range with credit given for directly related paid experience at SBCC and/or other institutions as follows:

- 0-23 months: Step 1
- 24-47 months: Step 2
- 48-71 months: Step 3
- 72-95 months: Step 4
- 96-119 months: Step 5
- 120 months or more: Step 6

Salary placement will guarantee not less than a 5% increase. The newly promoted employee may be placed up to Step 7 due to extraordinary circumstances if approved by the Area Vice President in consultation with the Vice President of Human Resources and Legal Affairs. If they cannot agree, the matter will be referred to the Superintendent/President. A newly promoted employee may be placed up to Step 9 due to extraordinary circumstances if approved by the Superintendent/President.

The unit member will serve a 6-month probationary period in the new class. Advancement on the salary range will occur upon successful completion of the established probationary period, and on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

4.5 Salary on Demotion

Any unit member who is demoted for disciplinary reasons to a position in a class with a lower salary range shall be placed on the same step of the lower salary range as he/she held on the range from which demoted. In cases of demotion for other than disciplinary reasons, and for good cause, the Board, upon the recommendation of the Superintendent, may fix the salary of the unit member's demotion at any step within the appropriate salary range. In either case, his/her salary anniversary date shall not change.

Any unit member who has taken a voluntary demotion, or is demoted for other than disciplinary reasons and for good cause and subsequently accepts a promotion to a higher class than his/her former class before the demotion, shall have his/her salary placement determined on the basis of his/her former higher class in accordance with promotional policies under Section 4.4 of this Article.
4.6 Salary on Transfer

Any unit member who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received, and his/her salary anniversary date shall not change.

4.7 Salary on Position Re-classification

The salary of the employee of a position which is re-classified shall be determined as follows:

a. If position is re-classified to a class having the same salary range, the salary and anniversary date of the incumbent shall not change.

b. If the position is re-classified to a class which has a higher salary range, then the incumbent shall be placed on the step of the new salary range that is the same as the step the unit member was on in the previous range.

c. If the position is re-classified to a class which has a lower salary range, the salary of the incumbent shall be adjusted to the step in the new range which provides the same salary he/she was receiving immediately preceding the effective date of the new range. If there is not such step, his/her salary shall be adjusted as provided here-in-below.

4.8 Step-Assignment

a. If the current salary of the employee is less than the maximum salary for the new class, he/she shall be assigned to the step in the new range having a salary nearest the salary he/she was receiving immediately preceding the effective date of the new range.

b. If the current salary of the employee is greater than the maximum salary for the new class, he/she shall be assigned to the highest step (presently Step "9") in the new range.
ARTICLE 5: HEALTH AND WELFARE BENEFITS

1. Unit members will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein.

2. Participation will be available for domestic partners pursuant to Appendix C
ARTICLE 6: HOURS

Workweek

The regular work week of a full-time unit member is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week for an alternate work week shall be permitted by mutual agreement between the District and any unit member who is a permanent employee.

Flexible Work Schedule

A bargaining unit employee may, subject to approval by his/her immediate supervisor, work a flexible work schedule. A flexible work schedule means an eight (8) hour workday in which the employee may vary his/her starting and ending time. The supervisor may, subject to two weeks’ notice terminate an employee’s flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons.

Academic Calendar

During the fall semester of each year, the District shall send copies to the Teamsters when calendar options are being developed. If the Teamsters desire to present their views, concerns and/or preferences regarding the calendar options, they will send such views/concerns/preferences to the District within 20 working days of receipt. The Teamsters shall be informed by the District of the calendar option chosen for implementation. If the Teamsters had previously presented their unit members’ views, concerns or preferences to the District and if the Teamsters are not then satisfied with the selected option, it may request that the District negotiate the impact of the selected college calendar upon the terms and conditions of the Teamster Agreement.
ARTICLE 7: HOLIDAYS

1. Except as otherwise provided, all unit members shall be entitled to the following paid holidays provided they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

   Regularly employed unit members who are not normally assigned to duty during the winter vacation period encompassing December 25 and January 1 shall be paid on an appropriate pro-rated basis for these two holidays provided they were in a paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the holiday period.

2. Holidays specified by Education Code: January 1, February 12, third Monday in February, last Monday in May, July 4, Labor Day, November 11, Thanksgiving Day, December 25, and every day appointed by the President of the United States or the Governor for a public fast, thanksgiving, or holiday as specified in the Education Code.

   When such a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

   When a unit member consents to a workweek including Saturday or Sunday or both, and as a result thereof the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday for such unit member, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule.

3. Holidays specified by the Board of Trustees for unit members: Friday following Thanksgiving, four (4) consecutive working days between Christmas Day and New Year's Day; Martin Luther King Day; and every other day which the Board specifies as a holiday for unit members.

4. Paid status is defined as including time worked and time during which any unit member is excused from work but paid because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence. (Tentatively agreed 3-1-2012)

5. Prior to July 1 of any school year, the Board of Trustees may designate other days during each such year as the holidays to which unit members shall be entitled in lieu of holidays on February 12, third Monday in February, last Monday in May, November 11,
provided that such designated in-lieu days shall provide for at least a three-day weekend.
ARTICLE 8: VACATIONS

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

1. A new 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, an 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, 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, 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, employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.

2. It is the policy of the District that vacation be taken annually; however, vacation credit may be accumulated to a total, as of June 30th each fiscal year, not exceeding that which the unit member could earn in twenty-four (24) months.

3. No payment in lieu of taking vacation shall be paid to any unit member, except upon separation from employment, except that unit members who have not completed six months employment in probationary status shall not be entitled to such payment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of separation.

4. 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.

5. Any permanent unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been
completed shall be placed on sick leave or bereavement leave, as appropriate, under the following conditions:

a. If the illness or bereavement is for three (3) consecutive days, or more;

b. If the illness or bereavement is such that had the unit member been working, he/she would have been absent on sick or bereavement leave; and

c. If the request if filed with the Human Resources and Legal Affairs Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and, if the filed request fully outlines the reasons for the request and is fully substantiated to include a doctor's note (verification) in the case of illness.

When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, he/she shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.
ARTICLE 9: PROBATIONARY PERIOD

All original and promotional appointments in the classified service shall be subject to the serving of a probationary period, which shall be considered a part of the examining process.

1. The probationary period for new employees shall be twelve (12) months of service in paid status in the position to which assigned and six (6) months for promotional appointments. In the case of promotion the unit member's anniversary date shall be changed to the date of completion of the probationary period.

2. An employee who is promoted during his/her probationary period shall serve a new probationary period of six (6) months or the remainder of the original twelve (12) month probationary period, whichever is longer.

3. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which he or she was promoted.

4. This Article is not subject to the grievance procedure.
ARTICLE 10: LAYOFFS

Layoffs may occur for lack of work or lack of funds. Normally such layoffs will be effective at the end of a fiscal year. An employee subject to layoff will be given at least forty-five (45) day notice before the layoff will be effective.

10.1 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, 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.

10.1.1 Time in the Class

a. An employee who is changed from one job classification to another (due to promotion, reassignment, reclassification) 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.

c. For purposes of this Agreement seniority for employees who have been reclassified as a result of the implementation of the 2005 Ewing Study shall be treated in the same manner as set forth in subsection (b) above.

10.1.2 Rights of Employees Upon Layoff

a. A re-employment list for each class subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.

b. The names of employees who are laid off will be placed on the re-employment list in accordance with length of service in the class, plus higher
classes, and they shall be re-employed in accordance therewith as vacancies occur in the class for which the list has been established.

c. Persons on a layoff re-employment list will be re-employed over all other candidates for the position vacancy except for re-employment list established in accordance with the provisions of Education Code Sections 88191 and 88195 when those lists were established after the layoff was effected.

d. Offer of Re-employment. When a vacancy occurs in a class for which layoff reemployment list has been established, the senior employee will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain his/her position on the list. If he/she twice declines an appointment, his/her name will be removed from the list and he/she forfeits all rights to which he/she would otherwise be entitled. e. An employee required to be laid off may be assigned to a a position vacancy in another class for which he/she is qualified. Such assignment will not be made on previous length of service, but if so assigned, salary schedule placement will be made on the basis of prior service. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will be counted only from the time of assignment to the position.

Assignment to a position vacancy in another class under this Article does not affect the employee's layoff rights under other subsections.

f. Rights Upon Re-employment. A person re-employed from a layoff list will, upon resumption of his/her duties, be fully restored as a permanent employee and the break in service will be disregarded.

g. Acceptance of Substitute or Short-Term Employment. An employee who has been laid off for lack of work or lack of funds and who is on a layoff re-employment list may be re-employed as a substitute or short-term employee (as that latter term is defined in Education Code section 88003) in any class for which qualified and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for re-employment.

The District will attempt to provide substitute or short-term employment to those on a re-employment list in accordance with their relative seniority but are not bound by seniority.

h. Displacement Rights.
1) An employee in the classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to displace an employee with less seniority in that class. Seniority shall
include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

2) A classified employee who is displaced by an employee with greater seniority shall have displacement rights as though he/she had been laid off for lack of work or lack of funds.

i. Any reduction in regularly assigned hours shall be considered a layoff under the provisions of this Article.

j. Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

k. The foregoing represents the agreement between the parties regarding the impact of layoffs (and/or a reduction in hours). As such, the District will not be obligated to engage in any additional negotiations regarding this subject in the event future layoffs are implemented.
ARTICLE 11: EVALUATIONS

1. All unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:
   a. Probationary unit members - at least at the beginning of the fourth (4th), eighth (8th), and the eleventh (11th) month of service.
   b. Permanent unit members - at least once each twenty-four (24) month period.
   c. Promotions - at least at the beginning of the fourth (4th) and sixth (6th) month of service.

2. The unit member's evaluation shall also include a client survey to be conducted by the unit member in consultation with his/her supervisor. The persons to be included in the survey shall be agreed upon by the supervisor and the unit member. Faculty members will be included in the survey when appropriate. The standard Supervisor Client Survey Form shall be used. The client survey shall be conducted before the Supervisor Evaluation form is completed and shall be reviewed by the unit member's supervisor. All client survey results shall be destroyed upon completion of the evaluation process.

3. The evaluation shall indicate whether the unit member has achieved the standard of work performance required. The evaluation shall include a discussion between the unit member and his/her immediate supervisor regarding the employee's performance during the evaluation period, personal development, and progress toward goals, if any, established at the previous evaluation meeting or as of initial employment.

4. At the request of his/her supervisor, the unit member will submit a self-evaluation prior to reviewing the evaluation that his/her supervisor has prepared.

5. Each unit member shall be given a copy of the completed evaluation form prepared by his/her supervisor regarding his/her progress. Copies of the completed evaluation shall be available to the department head, and shall be available to the Superintendent, and the Board of Trustees on a need to know basis. A completed copy of the evaluation shall be forwarded in a timely manner to Human Resources and Legal Affairs. Submission to HR/LA should not be delayed by employee delay or refusal to sign the completed evaluation.
6. The employee shall have the right to review and respond to any evaluation prepared pursuant hereto. The signature of the unit member on the evaluation form shall not necessarily be construed to mean agreement with the contents of the evaluation report.

7. Either party may request that the Management Professional Growth Committee explore possible modifications to the current evaluation system.
ARTICLE 12: LEAVES OF ABSENCE

12.1 Sick Leave

a. Sick leave is the authorized absence of a unit member because of personal illness or injury or exposure to contagious disease.

b. Full-time unit members shall accrue sick leave for personal illness or injury at the rate of one (1) day for each calendar month of service or major fraction thereof during the fiscal year.

c. For unit members, "immediate family" means mother, mother-in-law, father, father-in-law, grandmother or grandfather of the unit member or the spouse or domestic partner of the unit member, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother or sister of the unit member, and any other relative living in the immediate household of the unit member.

d. Unit members serving less than a fiscal year or on less than a full-time basis shall accrue sick leave in proportion that the time worked bears to a fiscal year of full-time service.

e. A new unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under Education Code Sections 88191 or 88196, until the first day of the calendar month after completion of six (6) months of active service with the District.

f. Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.

g. Legal holidays, Saturdays, and Sundays shall not be counted as any part of said sick leave unless the unit member is obligated to work on such days.

h. Whenever a unit member is absent because of illness or injury, the unit member shall submit the District Absence Report Form to his/her supervisor. Additionally, whenever the unit member is absent for more than five (5) consecutive working days, the District's questions the unit member's ability to return to work, or has reason to believe that the leave use may not be appropriate, the unit member must submit to the Human Resources & Legal Affairs Department verification by the unit member's medical authority, in order to establish the validity of such medical absence of more than five (5) consecutive working days. Such verification from the medical authority shall include either (1) a statement concerning the unit member's illness/injury or fitness for duty, as appropriate (using the District's Medical Verification for Leave/Return to Work form), or (2) the District's Medical Verification for Extended Leave/Return to Work Certification forms as appropriate) which resulted in an absence of more than five (5) consecutive working days. Under no circumstances may sick
leave be used in lieu of, in addition to, or as vacation, except as provided in Section B of this Article.

i. Termination of a unit member's employment or service shall abrogate all sick leave accrued to the time of such termination. However, if such person subsequently reenters employment or service within 39 months from the date of separation as provided in these policies, all benefits shall be restored.

j. Upon written request a new unit member who has been employed in a California public school district within one (1) year of the time he/she is employed by the Santa Barbara Community College District shall have any unused sick leave remaining from said former district transferred to the unit member's sick leave account in the Santa Barbara Community College District.

k. Upon separation from the District no remuneration will be paid for unused sick leave. Upon separation from the District, any absence due to illness or injury beyond authorized sick leave shall be deducted from the final warrant of the unit member.

l. Use of AB109 Sick Leave for Family Members
   1) Employees may use sick leave to attend to the illness of a child, parent, spouse or domestic partner in addition to using sick leave for their own personal illness.

2) The amount of sick leave that any employee earns in a year will remain the same.

3) As defined by AB 109, “children and parents” are defined as biological, foster, adoptive, and step relatives. The term “child” also includes a legal ward, or a child of a person standing in loco parentis. The term “parent” also includes a legal guardian.

4) All conditions and restrictions placed by the employer upon the use of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of the employee or the employee’s child, parent or spouse. This includes but is not limited to the requirement that absence for illness of more than five days requires written verification. This same requirement would apply to the use of sick leave to attend the illness of a child, spouse or parent.

5) AB 109 does not extend the maximum period of leave to which an employee is entitled under the state and federal family medical leave statutes. This period, generally, is three months and is unpaid leave. This unpaid leave would be used following exhaustion of accrued sick leave.

12.2. Personal Necessity
In addition to other leaves, unit members may use a maximum of ten (10) sick leave days as provided in Education Code Section 88191 in any fiscal year (at the unit member’s election) in case of personal necessity for any of the following:
a. Death of a member of his/her immediate family, as defined in Section A. 3. of this Article, when additional leave is required beyond that provided under bereavement leave.

b. Accident involving his/her person or property, or person or property of a member of his/her immediate family.

c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

d. Any unexpected event involving damage or injury to personal property which has crucial significance for the unit member and his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples. Such circumstances shall be reported by the unit member to his/her immediate supervisor without delay so that verification to the Payroll Department will occur within the next payroll period.

e. Death of a close personal friend or a member of the unit member's family not defined as "immediate member of the family."

f. Personal business that cannot reasonably be expected to be conducted outside of regular working hours.

12.3. Industrial Accident and Illness Leave

a. Leaves resulting from industrial accident or industrial illness shall be granted to unit members and used in lieu of entitlement granted under Section 11.1 __ of this Agreement, in accordance with the provisions of Education Code Section 88192.

b. A permanent unit member who has been employed for a period of at least one year shall be granted a leave of absence with pay when he/she is absent due to an industrial accident or illness which arose out of and in the course of employment by the Santa Barbara Community College District in accordance with the following regulations:

1) Any unit member who receives temporary disability benefits under Worker's Compensation laws of this state shall not be entitled to receive wages or salary from the Santa Barbara Community College District which, when added to the temporary disability benefits, will exceed a full day's wages or salary.

2) During periods of temporary disability so long as the unit member has available for his/her use sick leave, compensating time off, or other paid leave of absence, the unit member shall be required to endorse his/her temporary disability checks payable to the Santa Barbara Community College District.
3) When sick leave, vacation leave, compensating time off, or other available paid leave is used in conjunction with temporary disability benefits derived from Worker's Compensation, the unit member's salary shall be reduced only in the amount necessary to provide a full day's wage or salary when added to the temporary disability benefits of unit members.

4) The accident must have been reported and verified according to administration regulations and must be accepted by the District's Worker's Compensation Insurance carrier as a bona fide injury arising out of and in the course of employment.

5) Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident or illness. In the event that the sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled only to those days remaining in the end of the fiscal year in which the accident or illness occurred.

6) After a unit member utilizing industrial accident leave is released to return to work, any continued use of the leave (e.g., follow up medical exams, authorized treatments), should, when practicable, be scheduled to occur outside of the unit member's assigned work hours, but shall be allowed upon appropriate notice to the appropriate supervisor.

7) Such leave shall not be cumulative from year to year.

8) Leave benefits shall not be applied retroactively to any injury or illness occurring prior to initiation of service with the District.

9) During all paid leaves of absence required as a result of industrial accident leave, sick leave, vacation, or other paid leave, the unit member shall endorse to the Santa Barbara Community College District wage loss benefit checks received under State Worker's Compensation laws. The Santa Barbara Community College District, in turn, shall issue the unit member appropriate forms for full payment of salary and shall make normal payroll deductions.

10) After allowable industrial accident or illness leave is exhausted, accumulative sick leave, approved compensatory time due, and/or allowable vacation time may be applied against the unit member's continuing absence for the same injury, and the unit member shall continue to endorse his/her District's Worker's Compensation Insurance carrier's checks to the District. Also, the Board of Trustees may grant additional leave under the provisions of Education Code Section 88199.

11) A unit member's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Trustees for absence from the State.
12) The leave shall commence on the first day of absence and the amount of allowable leave shall be reduced by one (1) day for each day of absence authorized by said leave.

13) If the unit member is not medically able to resume the normal duties of his/her position at the expiration of all available leaves of absence, he/she shall be placed on a re-employment list for a period of 39 months. If the unit member has medically recovered and is available during the 39-month period, he/she shall be employed in any vacant position in his/her previous classification over all other candidates except those on a re-employment list established as a result of a layoff in which case he/she shall be listed in accordance with appropriate seniority.

14) Any unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

15) A unit member who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the re-employment list. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time basis, and in assignment areas in which the unit member has made him/herself available. Unit members removed from a reemployment list under this rule may appeal the removal to the Superintendent.

16) The period of leave shall not be considered to be a break in service of the unit member.

12.4. Entitlement of Other Sick Leave

At the beginning of each fiscal year each permanent unit member shall be entitled to additional sick leave in an amount that when added to his/her accumulated sick leave as specified and referenced in Education Code Section 88191, shall not exceed 100 working days. Such days of paid sick leave in addition to those required by Education Code Section 88191 shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary for absences for which the District has been provided appropriate verification as set forth in Section 12.1 of this Agreement. The paid additional sick leave as herein authorized shall exclude with exception of accumulated sick leave all other paid leave, holidays, vacation, and compensating time, to which the unit member may be entitled. The paid additional 100 working days shall be credited whether or not the absence arises out of or in the course of employment of the unit member.
12.5. Bereavement Leave

a. Every unit member shall be granted necessary leave of absence not to exceed five (5) days on account of the death of any member of his/her immediate family.

b. No deduction shall be made from a salary of a unit member of the classified service granted a bereavement leave, nor shall such leave be deducted from any other leaves granted by other sections of these rules.

c. Additional bereavement leave, not to exceed six (6) days, may be allowed. If allowed by the Vice President of Human Resources & Legal Affairs, the days shall be deducted from the unit member’s accumulated sick leave.

d. “Member of the immediate family” shall have the same definition as in Section A. 3. of this article.

12.6. Jury Duty and Witness Leave

a. Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for a period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the Human Resources & Legal Affairs Department. Request for jury service leave should be made by presenting the official court summons for jury service to the Human Resources & Legal Affairs Department or by other verification to the Human Resources & Legal Affairs Department.

b. Leave of absence to serve as a witness in a court case shall be granted to a unit member when he/she has been served a subpoena to appear as a witness, not as a litigant, in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the District and the subpoena or court certification is filed with the Human Resources & Legal Affairs Department. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Human Resources & Legal Affairs Department.

The jury service fee and witness fee referred to in the above do not include reimbursement for transportation expenses.

c. The unit member who has received leave of absence under this rule shall make him/herself available for work during normal hours when his/her presence is not required in court.
Any day during which any employee in the bargaining unit whose regular shift commences at 4:00 P.M. or after and who is required to serve on a jury or appear in court as a witness shall be relieved from work, with pay, for the number of hours served.

12.7. Maternity Leave

a. Unit members are entitled to use personal illness leave as set forth in Section A. 1. Of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave shall be determined by the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

b. Nothing in this section shall be construed so as to deprive any unit member of sick leave rights under other articles of this Agreement for absences due to illness or injury resulting from pregnancy.


12.8.1 Military Leave

Military leave of absence shall be granted and compensated in accordance with the State and Federal law.

12.8.2 Leaves of Absence without Pay

a. The Superintendent may authorize a leave of absence without pay for any permanent or probationary unit member for a period not to exceed thirty (30) calendar days. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Trustees.

b. A leave of absence shall be granted only to a unit member who desires to return therefrom to the classified service and who, at the time the leave is granted, has a satisfactory service record.

c. Leave of absence without pay may be granted to a unit member for any of the following reasons:
1) To attend school or college or to be trained to improve the quality of his/her service;

2) If temporarily incapacitated by illness;

3) If he/she is loaned to another governmental agency for the performance of his/her specific assignment;

4) Or other authorized reasons.

d. Authorized leave of absence without pay in excess of thirty (30) calendar days shall not be construed as a break in service. Rights accrued at the time the leave is granted shall be retained by the unit member. Vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. A unit member returning from a leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the unit member’s salary anniversary date shall be postponed one (1) calendar month for each month, or major fraction thereof, of leave taken.

12.8.3 Tuition Reimbursement

Subject to supervisor approval, the District will reimburse Supervisory 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 and is a higher level of education than previously attained. A District fund for this purpose will be established and total annual expenditures from this fund are not expected to exceed $20,000.

12.8.4 Outside Consultation

Unit members who are paid as consultants from external sources must use vacation days to perform this work.

12.8.5 Adjunct Teaching

Unit members, 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.
12.9. Additional Leaves for Non-Industrial Accident or Illness

A permanent unit member who has exhausted all entitlement to sick leave, vacation leave, compensatory time off, or other available paid leave and who is absent because of non-industrial accident or illness may, with the recommendation of the Superintendent and approval of the Board of Trustees, be granted six (6) months' leave, paid or unpaid, as determined by the Board, not to exceed eighteen (18) months. Refer to Education Code Section 88195.

12.10 Absence Without Leave

All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence may be made the grounds for disciplinary action and will serve to interrupt continuous service. Absence without leave, voluntary or involuntary, for ten (10) consecutive working days is automatic resignation from the District.

12.11 Reporting of Absences

a. Any unit member of the classified service who is absent from duty for any reason shall report the reason therefore to his/her supervisor immediately on the day of absence or before, if possible, and in any case, at the earliest practicable time.

b. The Payroll Office records shall be considered the official District record for absences from work.

12.12 Family Care Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Family Rights Act (“CFRA”). Unless otherwise provided by this policy, “leave” under this policy shall mean leave pursuant to the FMLA and CFRA.
12.12.1. Terms of Leave

a. Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

b. The twelve (12) month period for calculating leave entitlement will be a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave taken.

c. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

d. During the period of family care and medical leave, the District shall require the unit member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee’s own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement and/or Board policy.

12.12.2 Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the unit member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The unit member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the unit member’s need for intermittent leave or a reduced work schedule.
12.12.3 Maintenance of Benefits

a. Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the unit member shall continue to be entitled to participate in the District’s medical and dental plans.

b. If the unit member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or his/her family member which would entitle the unit member to leave, or because of circumstances beyond the unit member’s control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay).

c. The unit member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the unit member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the unit member to pay the premium for periods not covered by accrued leave.

12.13 Catastrophic Illness Leave Donation Program

12.13.1 Purpose:
The purpose of this program is to allow permanent 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.

12.13.2 Contributions:
Consistent with the guidelines that follow, any employee may donate up to five (5) days of accumulated sick leave to another eligible college employee (classified supervisors unit, 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.
a. The donating employee must, after the donation, retain a minimum of two years’ worth of accrued, unused sick leave from prior accumulations.

b. 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.

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

a. The employee is a permanent employee of the college.

b. 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.

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

d. 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.

e. Each employee shall be limited to one donation request per school year.

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

g. 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.
12.13.4 Administration:

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

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

c. 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.

d. Donated sick leave not used prior to the employee’s return to service shall be retained by the donee.

e. 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.

f. 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.
ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Definitions

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures 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 are not within the scope of this procedure.

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

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business.

The "immediate supervisor" is the lowest level non-unit supervisor designated by management to administer grievances and having immediate jurisdiction over the grievant.

The "appropriate administrator" is the Vice-President for that department.

13.2 Representation

The Teamsters' Job Steward and the grievant will receive paid time off from duties to attend any meetings or hearings pursuant to this grievance procedure. The unit members who are designated as Job Stewards are subject to the following conditions:

a. By no later than sixty (60) days following the signing of this Agreement the Union will designate in writing to the Superintendent/President not more than three (3) employees and their alternates, who are to receive the time off; the number of designated Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1).

b. After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during "reasonable times" in order to assist in presentation of grievances. The Job Steward shall advise the supervisor of the grievant of his/her presence.
c. The Job Steward will provide reasonable advance notice regarding his/her need to be released from duties; and

d. That such time off for processing grievances shall be limited solely to representing a grievant in a conference with a management person, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

Both the grievant and the District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a Union staff representative at any level of the grievance procedure beyond the Informal Level. At least forty eight (48) hour notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.

13.3 Informal Level

Before filing a formal grievance the grievant must attempt to resolve it by an informal conference with his/her immediate supervisor.

13.4 Formal Levels

Level I

Within thirty (30) days after 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, provision(s) of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Level II

If the grievant is not satisfied with the decision at Level I, 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 I.

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/her designee shall communicate his decision to the grievant within ten (10) days after receiving the grievance or date of personal conference whichever comes later.

Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days of receipt of the decision or ten (10) days of the date the decision should have been issued if no decision was issued, appeal the matter to mediation. The written appeal shall be sent to the Superintendent/President with a copy to the Union.

The District will coordinate scheduling a meeting with a mediator from the California State Mediation and Conciliation Service as soon as reasonably possible for all parties.

Level IV

If the grievant is not satisfied with the outcome at Level III or the grievant declined to pursue Level III mediation, he/she may appeal the Level II decision in writing to the Board of Trustees.

This appeal shall include a copy of the original grievance and lower level appeals, 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 a reasonable time after receiving the appeal and within ten (10) days of their decision. The decision of the Board of Trustees shall be final.
ARTICLE 14: PARTICIPATION IN TAX ANNUITY

Unit members employed regularly more than 20 hours a week may participate in a tax annuity plan.
ARTICLE 15: PROFESSIONAL GROWTH

Unit members are eligible to participate in the Management Professional Growth Incentive Program. The union may designate one voting representative to participate on this committee. Applications for Professional Growth credit shall be evaluated by the Professional Growth Committee.
ARTICLE 16: SEVERABILITY

If any provision(s) of this agreement are held to be contrary to law by a court of competent jurisdiction such provision(s) 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.

ARTICLE 17: CONCERTED ACTIVITIES

a. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing (excluding non-disruptive informational picketing), abuse of District leave policies, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Teamsters or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

b. The Union recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, picketing, abuse of District leave policies, or refusal or failure to fully or faithfully perform job functions and responsibilities, or other interference with the operations of the District by unit members who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those unit members to cease such action.

c. It is agreed and understood that any unit member violating this Article may be subject to disciplinary action including termination as may be deemed appropriate by the District.

d. In the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any unit member and/or the Teamsters, to the extent permitted by law.

e. In the event this Article is violated, the District shall be reimbursed by the Union for any expenses or damages suffered by the District resulting from this violation.

f. The District will not engage in any lockout during the term of this Agreement.

ARTICLE 18: SUPPORT OF AGREEMENT

The Teamsters agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process without the agreement of the District and the Union.
ARTICLE 19: EFFECT OF AGREEMENT

a. This Agreement constitutes the total and entire agreement between the parties and no verbal statements shall supersede any of its provisions.

b. This Agreement supersedes previous Memoranda of Understanding between the District and Classified Administrators or between the District and the M/S/C group.

c. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District to the extent permitted by State law.
ARTICLE 20: TERM

This agreement will be in effect from the date of its ratification/adoption up to and including December 31, 2013.

Date:

For Teamsters

DENNIS A. SHAW
Contract Administrator

JASON WALKER
Steward

ANGELA SUMMERSON
Steward

For District:

BRUCE BARSOOK, Attorney
Chief Negotiator

JACK FRIEDLANDER
Acting Superintendent/President

PETER HASLUND
President, Board of Trustees
APPENDICES

Appendix A – Supervisory Salary Schedules

Appendix B – Health and Welfare Benefits

Appendix C – Domestic Partnership

Appendix D – Tuition Reimbursement
# APPENDIX A: SUPERVISORY SALARY SCHEDULES

## Salary Table 30

**Management, Supervisory, Confidential Salary Table 080101**

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Salary Table 30
Management, Supervisory, Confidential Salary Table
080101

593953.1 SA410-040
## Salary Table 30

Management, Supervisory, Confidential Salary Table

080101

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593953.1 SA410-040
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 unit members who work less than full-time, but half-time or more.

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Any excess cost will be the responsibility of the employee.

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), provided however, dental insurance is not required if the employee waives medical insurance (per Section 2(a) above).

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, unreimbursed 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. The College Benefits Committee is responsible for the selection of the different benefit programs. 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. Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District’s tax sheltered annuity plan (403b) program. 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.

7. Early Retirement Incentive Program
   
   a. Eligibility
      
      (1) A unit member must have rendered 15 years of full time service with the SBCC 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.

   b. Medical
      
      1) The District will contribute the specified premium amount for the retiree's District group medical plan up to a maximum of $5,755 annually.

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

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

      4) Upon the death of a retiree participating in the early retirement 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 indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the retiree’s District contribution until the date the retiree would have reached age 65 or for 6 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).
8. Spouse/Dependent Medical Coverage on Death of Active Employee:

Upon the death of an active employee, a surviving spouse/domestic partner and/or dependent(s) 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/dependent(s) may remain in the District’s medical plan in accordance with the provisions of public law (COBRA).

9. Spouse/Dependent Medical Coverage on Death of Retired Employee

Upon the death of a retiree who is enrolled in the District’s medical and dental plans, a surviving spouse/domestic partner and/or dependents may remain in the District’s medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.
APPENDIX C: DOMESTIC PARTNER COVERAGE PROCEDURES

1. 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:

a. Both persons have a common residence.

b. 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.

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

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

e. Either of the following:

1) Both persons are members of the same sex.

2) 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.

f. 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.
2. 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).

3. 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.

4. 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.
5. 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: __________________________________________