



AGREEMENT

between the

SANTA BARBARA CITY COLLEGE

INSTRUCTORS' ASSOCIATION

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Santa Barbara, California

July 1, 2013 – June 30, 2016

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ARTICLE 1: RECOGNITION

The District hereby acknowledges that the Association is the exclusive bargaining representative for that unit of employees set forth in the Public Employment Relations Board Certification of Representation, as amended, as follows:

1.1 Bargaining Unit Members:

- a) All regular contract, tenured and tenure-track faculty employed by the District (including those faculty previously identified as regular, certificated faculty); and
- b) All temporary, full-time contract faculty employed in the Credit Division of the District; and
- c) All part-time, adjunct faculty employed in the Credit Division of the District

1.2 Excluded from Unit Membership:

- a) Management, supervisory, and confidential employees; and
- b) Part-time faculty of the Continuing Education Division; and
- c) All other employees of the District not specifically identified in Section 1.1 above.

ARTICLE 2: COMPENSATION

General Allocation

2.1 ONE-TIME SURPLUS PAYMENT

50% of the 2012/13 surplus (General Fund 2012/13 net revenues less expenses and transfers, based on estimated unaudited actuals as of August 15, 2013) will be disbursed as a one-time payment to faculty. For Full Time faculty, the payment will be determined as a percentage of base salaries for the 2012/13 academic year. For Part Time faculty, the payment will be determined as a percentage of actual salaries for the 2012/13 academic year. The one-time payment will be limited to 3%.

2.2 CREDIT CONTRACT AND REGULAR CERTIFICATED FACULTY

One step will be added to each column of the Credit Faculty Salary Schedule (Schedule 10), and the 2013/14 COLA percentage of 1.57% will be applied to the schedule. Step differences of \$2,000 between each step and column will be maintained in connection with this increase.

2.3 CREDIT ADJUNCT CERTIFICATED FACULTY SALARY

Credit adjunct faculty salary Schedule 11 will be derived from Salary Schedule 10, class II, steps 1 through 9 using the following formula for each step: STEP divided by 525 (historically derived when the traditional semester was 17.5 weeks: lecture TLUS (15) times weeks per year (35)) times 67.5%. For the current contract the lecture hourly rate for step 1 would be: \$54,968 divided by 525 times 67.5% equals \$73.24 per hour.

Non-instructional adjunct faculty (Schedule 9) will be paid in accordance with the current formula (i.e., 7/8 of class 2, steps 1-9 (as appropriate), divided by 1225 (historically derived when the traditional semester was 17.5 weeks: 35 hours per week times 35 weeks per year). For the current contract the hourly rate for class II, step 1 would be: \$54,968 divided by 1225 times 87.5% equals \$40.69 per hour.

2.4 CONTRACT AND REGULAR COSMETOLOGY FACULTY SALARY SCHEDULE

Contract and regular cosmetology faculty will be placed (and paid pursuant to their placement) on the credit faculty salary schedule (Schedule 10) Cosmetology instructors will be paid at their daily rate for their extended work year. If a cosmetology instructor works beyond the extended work year, e.g., during summer, the instructor will be paid at the summer session rate (Schedule 15).

The work week is 35 hours. The District will continue to have flexibility in scheduling Cosmetology faculty throughout the week, including Saturdays.

2.5 ADJUNCT COSMETOLOGY INSTRUCTOR SALARY SCHEDULE

Adjunct cosmetology instructors will be placed (and paid pursuant to their placement) on the Part-time Hourly Counselors, Librarians and other Non-Instructional Faculty Salary Schedule (Schedule 9). Schedule 9 will be paid in accordance with the current formula (i.e., 7/8 of class II, steps 1-9 (as appropriate), divided by 1225 (35 hours per week time 35 weeks per year). For the current contract the hourly rate for class II, step 1 would be: \$54,968 divided by 1225 times 87.5% equals \$40.69 per hour.

2.6 CONTRACT AND REGULAR CHILDREN'S CENTER FACULTY SALARY SCHEDULE

The 2013/14 COLA percentage of 1.57% will be applied to the contract and regular children's center faculty salary schedule (Schedule 13).

2.7 ADJUNCT INSTRUCTOR CHILDREN'S CENTER SALARY SCHEDULE

The adjunct rate will be determined as 80% of the regular Children's Center faculty schedule (Schedule 13). The formula will be based on a work year of 1400 hours. The formula to be applied will be to divide the regular schedule (Schedule 13) by 1400 hours and then multiply by 80% to obtain the adjunct rate.

2.8 SABBATICAL LEAVES

A total of four full academic year sabbaticals will be funded each year.

2.9 SALARY SCHEDULES

2.9.1 *Current Schedules*

Current unit salary schedules are attached as follows:

Credit Contract and Regular Certificated Faculty Salary Schedule (Schedule 10)

Credit Adjunct Certificated Teaching Faculty Salary Schedule (Schedule 11)

Credit Adjunct Certificated Non-Teaching Faculty Salary Schedule (Schedule 9)

Contract and Regular Children's Center Faculty Salary Schedule (Schedule 13)

Summer Session Instructor Salary Schedule: Contract Regular faculty and beginning with the summer 2012 term, contract and regular cosmetology instructors, excluding Children's Center faculty and instructors and Counselors, and Librarians (Schedule 15)

2.9.2 *Adjustments for Years 2014/15 and 2015/16*

2.9.2.1 State provided COLA will be applied as a percentage of total salaries and will be paid out to enhance salary schedules. In case of any COLA above 6% or any other undesignated ongoing unrestricted General Fund increase not defined elsewhere in this Agreement either party can reopen the contract.

Adjustments to Salary Schedule 10 are retroactive to July 1, 2013. See revised Salary Schedule 10, on page 57 of the Agreement. This table takes the "Market Median" for the 5th class, step 8 and above, and calculates the difference on each class to bring classes 3 & 4 into line with the market median. Classes 3 and 4 are all adjusted by the amount in the "Step in \$" column.

For Fiscal Year 2014/15 all Salary Schedules were adjusted by 0.85% State COLA. All Salaries were adjusted as of July 1, 2014. For Salary Schedule 10, all cells are adjusted for 0.85% COLA after the Prorated Market Median adjustment above. See page 58 of the Agreement.

2.9.2.2 The use of a salary formula to allocate future growth allocations will be explored by a workgroup of SBCC-CBO and IA Chief Negotiator. The Agreement may be reopened for potential implementation of workgroup recommendations.

2.9.2.3 Lab/Lecture parity: The Agreement may be reopened on July 1, 2014 and July 1, 2015 to negotiate this item. Also, efforts will be made by the CBO to get an accurate estimate of cost.

2.9.2.4 Overload/Adjunct pro rata increase: The Agreement may be reopened on July 1, 2014 and July 1, 2015 to negotiate this item.

2.9.2.5 The Agreement may be reopened on July 1, 2014 and July 1, 2015 to negotiate the addition of one step to Schedules 9 and 11.

2.9.2.6 Changes to longevity increments: The Agreement may be reopened on July 1, 2014 and July 1, 2015 to negotiate this item.

2.10 GUIDELINES FOR ADMINISTRATION OF THE CONTRACT AND REGULAR FACULTY SALARY SCHEDULE

2.10.1 *General*

Placement on the Credit Contract and Regular Salary Schedule (Schedule10) shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience.

2.10.2 *Definition Of Classes for Hires (on or following 1/1/90)*

CLASS I

- a) Bachelor's Degree, or less
- b) Associate Degree plus 6 years full-time related experience for instruction in the vocational disciplines

CLASS II

- a) Master's Degree
- b) Bachelor's Degree plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS III

- a) Master's Degree with 45 units beyond Bachelor's Degree
- b) Master's Degree with 15 units beyond Master's Degree
- c) Bachelor's Degree plus 15 units plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS IV

- a) Master's degree with 60 units beyond Bachelor's Degree
- b) Master's Degree with 30 units beyond Master's Degree
- c) Bachelor's Degree plus 30 units plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS V

- a) Master's Degree with 75 units beyond Bachelor's Degree
- b) Master's Degree with 45 units beyond Master's Degree
- c) Bachelor's Degree plus 45 units plus 2 years full-time related experience, for instruction in the vocational disciplines
- d) Doctorate Degree (as defined in Article 2.10 doctoral bonus)

See also Section 2.10.4-d.

2.10.3 Definition of "Units":

A "unit" is defined as a semester unit of credit from an accredited college or university. For credit beyond the Bachelor's or Master's Degrees, only upper division or graduate course credit is acceptable. Six (6) units of lower division coursework may be accepted for salary class transfer when approved by the Academic Policies Committee (see section 2.17.2(a)).

2.10.4 Definition of Career Technical Education (CTE) Instructor:

- a) To qualify as a CTE instructor for purposes of salary classification, an employee must be assigned to teach courses in those disciplines identified by the Chancellor's Office as not requiring a Master's Degree.
- b) Fifty-one percent of an employee's assignment must be in those CTE courses in order to qualify as a CTE contract instructor.
- c) All salary classification changes shall be made in accordance with the Salary Class Transfer procedures. If an employee has his/her status changed from CTE to academic, under no circumstances shall his/her salary be reduced if he/she falls into a lower pay classification due to teaching in the new area. An instructor may transfer from an academic to a CTE program only if the appropriate dean of Educational Programs declares an intent to permanently transfer. All compensation changes shall be made at the beginning of the contract year.
- d) For the purposes of salary class placement and salary class transfer, employees hired prior to January 1, 1990, shall be grand-parented under the Definition of Salary Class for Hires Before 1/1/90 found in Appendix A of this contract.

2.10.5 Initial Step Placement

2.10.5.1 For initial placement of certificated personnel on the Contract and Regular Instructors' Salary Schedule, the following criteria are used:

- a) The maximum credit granted for out-of-District experience is ten (10) years. The maximum entering step is No. 11. For Temporary Contract Certificated personnel, the maximum entering step is No. 7.

- b) Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section.
- c) Step placement for faculty members who have previous credit part-time experience in the District will be one (1) step for each thirty (30) credit semester units of teaching (or 1,225 hours for certificated non-teaching work) not to exceed a maximum of seven (7) steps credited based upon total part-time District experience. Credit for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to the Human Resources Department within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.
- d) Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year).
- e) Teaching as a full-time teaching assistant at a four-year institution (15-20 hours weekly teaching load) is granted half credit to a maximum of two (2) full years of full-time teaching.
- f) Full-time experience in an occupational industrial field other than teaching, but in a field relevant to the teaching assignment, may be granted half credit; one step credit for each two (2) years of full-time experience.
- g) Relevancy of the experience of the teaching assignment is determined by the Vice President of Human Resources in consultation with the Department Head.

2.10.5.2 As required by Education Code Section 87815, a divisor will be used in calculating salaries for contract instructors serving less than a full school year.

2.10.5.3 The amounts shown on the Contract Instructors' Salary schedule are annual salaries for the contract school year. Amounts for extra contractual assignments, are added to the annual contract.

2.11 DOCTORAL BONUS FOR CONTRACT AND REGULAR FACULTY

Full-time certificated contract and regular employees with a doctorate earned and received from a fully accredited institution will receive an additional five percent (5.0%) of Class I, Step 1 of the Contract Salary Schedule annually. 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].

Employees with a foreign degree must be evaluated for an equivalency.

2.12 SERVICE INCREMENTS / LONGEVITY

Service increments / longevity shall be paid, based upon Class II, Step 1 of the Contract Salary Schedule, to contract and regular unit members in accordance with the following schedule:

**YEARS OF SERVICE PERCENT OF CLASS II, STEP 1
FOR THE PERIOD ENDING JUNE 30, 2014**

This pattern is for Instructors with 15 years or more of service as of June 30, 2014:

* will continue according to the following pattern for service beyond 41 years.

18-19-20	2.25
21-22-23	4.50
24-25-26	6.75
27-28-29	9.00
30-31-32	11.25
33-34-35	13.50
36-37-38	15.75
39-40-41	18.00
*	*

The pattern below is for Instructors with less than 15 years of service as of June 30, 2014:

Years of Service	% of Class II, Step 1	Annual Amount	10thly Amount
19	0.0225	1,281.78	128.18
22	0.0450	2,563.56	256.36
25	0.0675	3,845.34	384.53
28	0.0900	5,127.12	512.71
31	0.1125	6,408.90	640.89
34	0.1350	7,690.68	769.07
37	0.1575	8,972.46	897.25
40	0.1800	10,254.24	1,025.42
43	0.2025	11,536.02	1,153.60
46	0.2250	12,817.80	1,281.78

Service as a teaching faculty member of the institution presently known as Santa Barbara City College occurring prior to July 1, 1965, shall be considered as service to the Santa Barbara Community College District.

An instructor shall be granted one increment for each year of teaching service (75 percent or more of the days in the contract college year over 50% assignment) until the maximum salary for the class is reached. For contract and regular faculty, service increments are computed on the basis of one increment per year. Only one increment is allowed per year.

A certificated employee who is granted a military, exchange, or sabbatical leave shall be granted the same service increments as if in regular certificated service. Personal leave, without pay, does not count toward service increments.

Effective Spring 2001, any credit contract or regular certificated employee of the college who, during the final year of full time service achieves a new increment milestone and has had her/his request for retirement approved by the Board, shall, at the mid-year, be given full credit for actual service completed and have the new payment put into effect at that time.

2.13 NON-TEACHING FACULTY COMPENSATION

Except as set forth in Sec. 2.13.1(e) faculty duties of department chairs, directors of programs, laboratory coordinators, coaches, and chairs of certain committees shall be compensated by stipends. Assignments will run from July 1 to June 30 of each academic year.

2.13.1 Computation of Compensation

- a) Stipends for faculty in leadership positions and other non-teaching responsibilities shall be as identified in District Policy 1913.1 and as listed in Appendix C titled "Ongoing Reassigned Time" of the Faculty Leadership Stipend Worksheet. The formula for determining compensation for non-instructional departmental and institutional leadership is set forth in District Policy 1913.1 and the Department Chair Stipend Worksheet and the Faculty Leadership Stipend Worksheet. In essence, the formula involves multiplying the load factor for each position by the dollar multiplier set forth below. Department Chair load factors related to the number of full or part-time faculty in a department; the number of classified

personnel in a department; or the number of department TLUs shall be computed and updated annually by the Office of Educational Programs each fall semester for the academic year. Department chair stipends shall be paid in equal monthly installments from October until June of each academic year. Other stipends will be paid in equal monthly installments from September through June of each academic year. If an additional summer session or winter intersession is added, leadership compensation would be increased by twenty percent.

- b) The dollar multiplier for department chair stipends is equal to 0.5125% of Class II Step I of the full time faculty salary schedule.
- c) The dollar multiplier for non-instructional and institutional leadership (except for hourly and assistant coaches and the department chair stipend) is equal to 0.35% of Class II Step I of the full time faculty schedule.
- d) The dollar multiplier for hourly coaches is equal to 0.261% of class II, Step 1 of the full time faculty salary schedule.
- e) Those positions compensated by extra days or base load assignments are set forth in Appendix C titled "Ongoing Reassigned Time" of the Faculty Leadership Stipend Worksheet.
- f) In lieu of receiving all or part of the leadership and/or non-teaching compensation in the form of a stipend, the faculty member may, in conformance with District Policy, use stipend proceeds to:
 - 1. Reduce his/her teaching load by purchasing release time at the prevailing hourly instructor TLU cost.
 - 2. Share compensation with department faculty for shared or delegated leadership or support service responsibilities.
 - 3. Hire additional student worker assistance.

2.13.2 Any increases in the number of stipends or the amount of a stipend, (including but not limited to, changes in the factors or weight of the factors used to determine stipends) not addressed in the formulas set forth in subsection 2.13.1(b), (c) and (d) above, or requests for funding for new leadership positions, will be evaluated and considered for funding through the Program Review process.

2.13.3 Except as set forth above, any increases in stipends will be prospective only (i.e., no retroactivity).

2.13.4 Beginning Fall 2013, the District will allot \$75,000 to increase department chair stipends. An accountability workgroup comprised of representatives from the IA, Academic Senate and Management will be established to develop a document outlining responsibilities and duties of department chairs. The workgroup will endeavor to produce its report by February 1, 2014.

2.13.5: Faculty Stipends for Professional Development, Projects and Meetings

The administration provides stipends for adjunct faculty when they are asked to attend meetings or take part in projects or participate in professional development activities that are outside of their contractual obligations. To evaluate these stipends in terms of working hours, the following rates will be used:

Attendance at meetings: \$30 an hour

Work on projects, participation in professional development activities and other assignments: \$50 an hour.

2.14 ACADEMIC SENATE COMPENSATION

Faculty members of the Academic Senate shall be compensated according to a TLU schedule mutually agreed upon by the Academic Senate and the Superintendent/ President. The total TLUs in the schedule allocated for faculty involvement in shared governance shall be 48 TLUs per semester.

The District agrees to provide a stipend not to exceed \$3,000 to the Academic Senate President for summer assignments based on the nature of the activities to be performed during the summer. The Superintendent/President, in consultation with the President of the Academic Senate, will determine the amount of the stipend for the agreed upon assignments to be completed during the summer.

2.15 COMPENSATION FOR DISTRICT REQUESTED NON-TEACHING ASSIGNMENTS PERFORMED DURING THE SUMMER

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

2.15.2 Faculty members who are asked by the college administration to perform non-teaching assignments during the summer months will be compensated for the completion of that assignment. The conditions of the assignment and the amount of compensation for its completion shall be agreed upon by the faculty member and the Executive Vice President of Educational Programs prior to beginning work on the assignment.

2.16: INSTRUCTOR LOAD

2.16.1 *BANKING OF TLUs*

Contract Faculty will be allowed to bank up to 15 TLUs per year. A single banking system will be used to bank overloads. The banked TLU overload can be used to offset an underload, applied pro rata toward a sabbatical leave, for Family Leave (section 3.9.3), and/or can be paid to the instructor at his or her departure or retirement from the college (following IRS regulations).

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

2.16.2 *Underload and Overload (Unbalanced Loads)*

Balancing Underload

An underload shall be made up preferably in the following semester, but a maximum of 3 semesters will be allowed for balancing. Balancing will be done by assignment of compensatory overload(s). If banked TLUs are unavailable, an underload can be made up during the summer session with mutual agreement of the instructor with the underload, the department chair and the

appropriate dean of Educational Programs.

2.16.3 Overload for Sabbatical

- a) Banked overload TLUs accumulated during the fall, spring and summer session terms may be applied toward a sabbatical leave so that an instructor may receive full pay while on sabbatical. To receive full pay while on a one-semester sabbatical leave, 3.5 overload TLUs must be accumulated by the end of the semester prior to the sabbatical leave. To receive full pay while on a one-year sabbatical leave, 12 overload TLUs must be accumulated by the end of the year prior to the sabbatical leave.
- b) Certificated non-teaching faculty will be allowed to accumulate additional TLU's beyond their assigned contract (which includes extended days) to apply toward a fully paid sabbatical. For certificated non-teaching faculty each 41 hours worked beyond their assigned contract shall equal (one) 1 TLU.
- c) By March of the year in which a sabbatical leave for the following academic year is approved, the faculty member must notify the appropriate Vice President of the approved sabbatical and the intent to apply accumulated overload TLUs to the sabbatical, and shall present a record of accumulated overload TLUs. The Vice President shall notify Human Resources of augmented sabbaticals that have been approved for the purpose of contract preparation and the amount by which the sabbatical shall be augmented.

2.17 SALARY CLASS ADVANCEMENT GUIDELINES ON CREDIT CONTRACT AND REGULAR FACULTY SALARY SCHEDULES (Schedules 10, 23 and 13)

2.17.1 Procedure for Requesting Salary Class Advancement

- a) Advancement from one class to the next, after initial placement, is based upon plans of advancement developed by the Academic Policies Committee and approved by the Committee and the District. Salary Class Advancements are made only once each academic year, effective Fall Semester.
- b) Applications for Salary Class advancement are made available in the Human Resources Office.
- c) Applications for Salary Class Advancement shall be completed and submitted to the Academic Policies Committee on or before March 15th for any plan which is to be completed and recognized by the following college year.
- d) An official transcript or grade cards must be presented to verify each course used for Salary Class Advancement.
- e) Verification (transcripts) shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for a Salary Class Advancement to be effective during that college year.
- f) Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for the doctoral

bonus to be effective during that college year.

2.17.2 Course Work Applicable to Salary Class Advancement

- a) Upper division and graduate units and courses may be applied to Salary Class Advancement under the following categories:
- b) All units in one's major field will be counted; no duplication is allowed.
- c) All units taken toward obtaining an educational credential may be counted.
- d) All units outside one's major field but directly related to one's teaching field.
- e) All units outside one's major field but required for a Master's or Doctor's Degree.
- f) One-third of the allowable units per class advancement may be in general education elective courses.

- g) Other courses must be approved by the Academic Policies Committee. Prior approval on courses in which a unit member plans to enroll should be obtained in order that s/he be assured his/her units will be applicable for advancement on the salary schedule.
- h) Six units of lower division coursework are permitted one time during a faculty member's District career if directly applicable to applicant's major or emerging trends in pedagogy that are directly related to the faculty member's primary assignment, and if approved by the Academic Policies Committee according to 2.17.2(a) of this Contract. These six (6) lower division coursework units are applicable only for class advancement.

2.17.3 Non-Course Professional Work and Activity

This is a measuring instrument for determining semester unit equivalents for non-course professional work and activity. The purpose of the instrument is essentially to provide more options to faculty members at Santa Barbara City College for their own enrichment and advancement along professional growth lines.

The areas that constitute officially recognized professional development and growth are Education, Research and Creative Activity and Professional Activities. Other areas for professional development are available, but these are approved as those translatable for salary advancements.

- a) The measuring instrument may be used for advancement to Class II, III, IV and V on the current salary schedule. The measuring instrument is also to apply only to credit regular certificated employees.
- b) To avoid misunderstandings, prior discussion of non-course work and activity shall be held with the Academic Policies Committee as to the suitability of proposed work and activity with respect to actual professional growth.
- c) Non-course work shall apply for class advancement only and not for initial salary placement at the time of hiring.
- d) Applications for class advancements as a result of approved non-course credit shall be made in accordance with the District's Salary Class Advancement Policy and Procedures (Section 2.17.2), and must first be approved by the applicant's department, Division Dean and Vice President prior to submission to the Academic Policies Committee.
- e) Recommendations regarding the suitability and approval of non-course work shall be made by the Academic Policies Committee to the Executive Vice President, Educational Programs. Decisions made under this policy are final and shall not be subject to employee appeal or the grievance procedures of this agreement.
- f) Non-Course Measuring Instrument. In the areas to follow, all items are to be documented by the applicant:

Research and Creative Activity

- 1) An original article in the faculty member's present teaching field that is published in a professional journal is given .5 to 1.5 units, depending upon scope. The journal must have an editorial board that reviews and selects articles for publication and be listed in a

reputable publication's directory, e.g., Magazines for Libraries, Katz and Katz. Limit: 6 units career maximum.

- 2) An original published textbook, workbook, or manual for classroom use is given 1 to 5 units, depending upon scope. Limit: 6 unit's career maximum.
- 3) A book or text in the faculty member's present field is given 1 to 5 units, depending upon scope. Self-published books shall not be considered, except where they have been of evident use and benefit to students in the classroom.

Professional Activities

- 1) The presentation of a scholarly paper or other original professional material at a conference, workshop or seminar, which shows evident research and is not merely extemporaneous in nature and is directly related to the applicant's teaching field, is given 1/2 unit. Limit: 3 unit's career maximum.

2.18 GUIDELINES FOR ADMINISTRATION OF CREDIT ADJUNCT INSTRUCTORS SALARY SCHEDULE

2.18.1 *Adjunct (Part Time) Faculty Parity Pay*

2.18.1.1 Parity will be defined as 75% of the work commitment of full time credit instructors. The 75% figure represents the portion of the full time credit instructors' commitment devoted to teaching, grading, student advisement and preparing for classes. Parity is a goal established by the Chancellor's Office to be determined through negotiations however, it is not yet fully achieved.

A full time credit instructor's load is defined by the hours per week of student contact, and a part time credit instructor's load is defined as no more than 67% of the hours per week of student contact considered a regular assignment for full time credit instructors.

2.18.2 *Salary Placement*

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.18.2.1 New adjunct faculty are placed on step one (1). For steps one through six continuing adjunct faculty will advance one step on the salary schedule for each two semesters in the credit program. Credit will be given for contractual service obtained after January 1, 1993.

For entering steps seven through nine continuing adjunct faculty will advance one step on the salary schedule for each four semesters taught in the credit program.

Adjunct instructor advancement to the next higher step will become effective when these semesters have been completed whether at mid-year or at the beginning of a new school year. A credit semester shall be considered to be taught if the instructor is scheduled to teach a class and is prevented from doing so due to the death of a dependent or spouse.

2.18.2.2 Salaries for hourly and short-term substitute (fewer than 6 weeks) non-teaching certificated employees are computed on the basis of the hourly laboratory rate.

2.18.2.3 The formula for payroll computation for teachers is as follows: TLUs are converted to hours using a standard of 17.5 weeks per semester. The hours are multiplied by the pay rate for a total for the semester. This total is divided to produce five equal payments. (Substitute teaching less than 6 weeks is paid on straight hourly basis).

2.18.2.4 Salary schedules reflect compensation for adjunct instructors who teach credit courses for student advisement.

2.18.2.5 Placement and Advancement of Adjunct Instructors Who Have Previously Taught in the SBCC Non-Credit Program

Placement:

For the purposes of initial placement on the Credit Adjunct Salary Schedule, adjunct instructors teaching credit courses will advance one step for every 525 hours of teaching non-credit courses offered by the college. This is applicable only when the non-credit and credit hours are in the same discipline.

Advancement:

Credit adjunct instructors would be advanced one step for every 15 credit TLUs/525 hours of non-credit instruction (15 TLUS x 35 hours per TLU = 525 hours) taught in the college's Continuing Education Division provided credit and non-credit hours are in the same discipline.

2.18.3 Final Exams

Adjunct instructors shall be paid at the lecture rate for final exams.

2.18.4 Doctoral Bonus for Adjunct Instructors

2.18.4.1 Adjunct instructors with a doctorate earned and received from a fully accredited institution shall receive additional compensation, 5% of Class 1, Step 1 of Schedule 10. Adjunct instructors with a foreign degree must be evaluated for an equivalency.

2.18.4.2 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]. Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for the doctoral bonus to be effective during that college year.

2.18.5 Assistant Athletic Coaches

The Assistant Athletic Coaches will receive a stipend relative to the duration of the season and level of responsibilities as defined in the three levels below:

- Level 1: One Semester with no recruiting = \$2,400
- Level 2: Two Semesters + recruiting = \$4,800
- Level 3: Year Round + recruiting + large team size or lengthy season = \$8,000

In order to track hours for all coaches, assistant coaches, and coordinator coaches, create an agreement to provide to those employees that lists their pay and hours worked from August 1 to July 31 of each year.

2.19 GUIDELINES FOR ADMINISTRATION OF CHILDREN'S CENTER CONTRACT AND REGULAR INSTRUCTOR SALARY SCHEDULE

Salary placement on the Full-time Children's Center Contract and Regular Instructor Salary Schedule shall be determined by the District according to the following criteria.

2.19.1 Definition of Classes

CLASS I

Instructors with a Regular Children's Center Instructional Permit (with less than a Bachelor's Degree)

CLASS II

Instructors with a Regular or Life Children's Center Instructional Permit (with a Bachelor's Degree)

CLASS III

Instructors with a Children's Center Supervision Permit with a Bachelor's Degree or higher

OR

Instructors with a Regular Kindergarten-Primary or General Elementary credential or Standard teaching credential with Specialization in Elementary Teaching, issued by the California State Board of Education.

The Director assigned full-time receives an additional \$500 per month. Head Instructors receive an additional \$109.20 per month.

2.19.2 Initial Placement and Step Advancement

For initial placement of certificated personnel on the salary schedule, the following criteria are used for the evaluation of previous experience:

- a) The maximum credit granted for out-of-District experience is six (6) years. The maximum entering step is 7.

Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section.

Step placement for faculty members who have previous credit part-time experience in the District will be one (1) step for each 1,456 work hours, not to exceed a maximum of two (2) steps credited based upon total part-time District experience. Credit for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to Human Resources within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.

- b) Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year.)
- c) Each year of experience advances the candidate one (1) step on the schedule

2.20 GUIDELINES FOR ADMINISTRATION OF ADJUNCT CHILDREN'S CENTER INSTRUCTORS SALARY SCHEDULE

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.20.1 Definition of Classes

Instructors are rated-in on Classes I through III of the Adjunct Children's Center Instructors' Salary Schedule in accordance with the same criteria as are applied for rating-in on Classes I through III of the Contract Children's Center Instructors' Salary Schedule.

2.20.2 Initial Placement and Step Advancement

Adjunct instructors are placed on Step 1. A one-step advance is permitted for each complete year of teaching experience (75 percent or more of the days in the contract college year).

2.21 SUMMER SESSION PAY

2.21.1 Summer Session Faculty/Instructors Salary (Schedule 15)

2.21.1.1 New faculty

Contract/regular faculty are rated in for class placement for Summer Session on the basis of the same criteria as are used in rating-in to the regular contract salary schedule.

2.21.1.2 Continuing faculty

Contract/regular faculty teaching summer courses are placed on the same step on which they are placed currently on the Contract Instructors' Salary Schedule (to a maximum of Step 10).

2.21.1.3 Adjunct instructors will be paid at the same rate as they are paid during the fall and spring semesters.

2.21.1.4 This schedule does not apply to summer pay for any Children's Center faculty or instructors.

2.21.1.5 These same provisions will apply respectively to regular and adjunct faculty for compensation for any additional summer session or winter intersession.

2.23 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement and payment by stipend are joint responsibilities of the employee and the District. Each instructor shall be responsible for maintaining up-to-date records of college courses completed and other work accomplished which apply toward salary class advancement. Should an instructor suspect that s/he is placed incorrectly on the salary schedule should immediately bring this to the attention of the District.

In the event that an incorrect salary placement or payment by stipend results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement or payment by stipend result in an overpayment, the District is required to recover the full amount of such overpayment.

No action seeking recovery of salary based upon alleged erroneous placement on the salary schedule or incorrect payment by stipend shall be maintained unless a claim relating thereto had been filed with the District in accordance with Division 3.6 of Title 1 of the Government Code within one year after the accrual of the cause of action.

2.23 GUIDELINES FOR ADMINISTRATION OF LECTURE AND LABORATORY COMPENSATION

Laboratory instruction teaching load units (TLUs) will be rated as follows:
1.25 lab hours per week per semester will be equal to 1.0 TLU in Fall 2011.

2.24 NON-INSTRUCTIONAL FACULTY – EXTENDED WORK YEAR

Non-instructional faculty who are required to work beyond the regular 175 day work year will be paid their daily rate of pay for such work. Faculty who work such schedules include (but are not limited to) the following:

1. Educational Programs
 - Director, Faculty Resource Center 20 extended days
 - Director, Learning Support Services 20 extended days
2. Counseling
 - Counselors 20 extended days
3. Disabled Students Programs and Services
 - Director and Counselors 20 extended days
4. Extended Opportunity Program and Services
 - Counselors 20 extended days
5. Library
 - Director, Library 20 extended days
6. Health Services
 - Director, Health and Wellness 20 extended days
7. Continuing Education
 - Director, Omega Program 10 days

ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.1 CONTRACT AND REGULAR EMPLOYEES

3.1.1 Employees. For the term of this contract, unit members eligible for benefits will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein. The District will fund the 80% health insurance plan at the 2013/14 rates effective October 1, 2013.

3.1.2 Unit members eligible for Health and Welfare benefits as described in Appendix B are contract and regular faculty members employed half-time or more for a full school year. Eligible unit members receive the district's benefit allocation when they are in paid status.

3.1.3 Certain adjunct faculty who are unit members may be eligible for participation in a District adjunct health plan as described in Appendix C. The currently stated amount of \$40,000 to fund the District allocation for Tier II eligible members of the adjunct health plan will be reviewed annually and may be reopened. A basic dental plan will be added to the adjunct health plan, subject to carrier approval. Eligibility requirements for participation and the District allocation for the dental plan will be identical with the requirements for the health plan.

Criteria for eligibility of adjunct faculty who may participate are described in Appendix C.

3.1.4 Contract and regular certificated employees who retire at age 55 or older are permitted, as voluntary members, to join the District's medical and dental group, making their own contributions.

3.1.5 Participation will be available for domestic partners pursuant to Appendix D.

3.1.6 Spouse/Dependent Medical Coverage on Death of Active Employee or Retiree Not in Early Retirement Program

3.1.6.1 Upon the death of an active employee who is enrolled in the District's medical and dental plans, the District will provide to the surviving spouse and eligible dependents, the deceased employee's District contribution until the date the deceased employee would have reached age 65 or for six months from the date of death, whichever is less. Thereafter, a surviving spouse and/or eligible dependents who were enrolled in the District plans may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA). Domestic partners and their dependents are not eligible for continuation of benefits under COBRA.

3.1.6.2 Upon the death of a retiree who is enrolled in the District's medical and dental plans, eligible for benefits, a surviving spouse and/or dependents who were enrolled in the District's plans 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.

3.1.7 For the term of this contract Health Benefits increases will be covered by the District if the COLA is greater or equal to the premium increase. This Agreement may be reopened if the premium increase is greater than the COLA increase.

3.2 EARLY RETIREMENT INCENTIVE PROGRAM

As part of the District's Early Retirement Incentive Program, the District shall contribute to the retirees' medical and dental plan according to the following provisions:

- a) The District will contribute the specified premium amount for the retiree's District group medical and dental plan up to a maximum of \$5,200 annually.
- b) This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.
- c) District contributions shall continue until the retiree reaches age 65 or the date of the retiree's death, whichever is earlier.
- d) 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.
- e) "Regular" service with the District is defined as service in paid status and shall exclude all part-time employment and non-tenured faculty hired pursuant to Education Code § 87470.
- f) These provisions apply only to those employees who retire during the term of this agreement.
- g) Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District's health insurance program at the time of the employee's death shall continue to receive district contributions toward insurance coverage for a six (6) month period from the date of death or until the date the deceased retiree would have attained age sixty-five (65) whichever occurs first (see c. above). After District contributions cease, the surviving spouse/dependent(s) 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.

3.3 CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM

3.3.1 Purpose:

The purpose of this program is to allow permanent contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured employees (faculty, classified staff or administrators) who have completely exhausted other paid leave benefits. The program is voluntary.

3.3.2 Contributions:

On a case by case basis any unit member may donate up to five (5) days of accumulated sick leave to an eligible employee 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 (eight (8) hours). Donations are irrevocable; unused days are retained by recipient. Terminating employees may donate up to 5 days.

- a) The donating employee must, after the donation, retain a minimum of two year's worth of accrued, unused sick leave from prior accumulations.
- b) The donating employee shall execute and file with the Human Resources Office a form authorizing and irrevocably assigning the donated leave to the recipient employee.

3.3.3 Eligibility:

Unit members shall be eligible to request the donation of other employees' sick time subject to the following conditions and limitations:

- a) The unit member is an I.A. contract permanent employee; contract and temporary unit members are not eligible to participate either as a donor or recipient.
- b) The unit member suffers from a non-industrial, catastrophic illness or injury, which is defined as an injury or illness 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. *Not covered:* stress related illness; normal pregnancy, workers compensation claims, normal illness such as colds, flu, allergies, headaches, etc.
- c) The unit member has exhausted all of his/her available paid leaves, including regular and extended sick leave and 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 unit member for a single catastrophic illness or injury shall not exceed (100) days.
- e) Each unit member 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. Donation received outside of this 2 week window period will not be accepted.

3.3.4 Administration:

- a) Applications for benefits shall be submitted to Human Resources 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 unit member's eligibility, the District's Human Resources Office shall notify the Instructors' Association of the request, and the Association shall circulate a request for sick leave donations to be submitted to the payroll office (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 recipient.
- e) The recipient unit member 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 is taxed, the unit member shall be solely liable therefore.

3.3.5 General:

No action taken under this Section shall be subject to the grievance procedure of this agreement or of any other District grievance procedure. Unit members voluntarily participating in this program shall hold the District and the Instructors' Association harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

3.3.6 Disability Insurance:

Long-term disability (income protection) insurance is included as part of the mandatory benefit package for employees eligible for district insurance. The insurance plan pays a benefit of 66.66% of an employee's regular monthly compensation up to a maximum of \$5,000.

3.4 ADJUNCT INSTRUCTORS' SICK LEAVE AND JURY DUTY

3.4.1 Adjunct instructors shall accrue sick leave at the rate of one (1) hour for each seventeen (17) hours of teaching service in accordance with Section 2022.52 in District Policies. Such accumulated sick leave is available for use only after the member has taught thirty-six (36) hours.

3.4.2 Adjunct instructors may claim up to 60% of their annually accrued sick leave, accumulated and carried over from the prior academic year, for use for personal necessity in accordance with the provisions of District Non-Administrative Certificated Policy 2022.8 Personal Necessity.

3.4.3 All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) semesters or more. If adjunct employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

3.4.4 Adjunct instructors shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Non-Administrative Policy 2022.9 (c) Judicial Appearances. The District shall provide substitutes for the classes of those absent on jury duty when deemed necessary by the appropriate Vice President.

3.5 AUDIT/ENROLLMENT - FACULTY EMERITUS AND CURRENT EMPLOYEES

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

- a. All retirees (and current unit members) may enroll in and audit one credit course each semester without payment of the audit fee or health fee.
- b. All retirees (and current unit members) may enroll in one non-credit course each term and the District shall waive the enrollment fees.

3.6 ADJUNCT INSTRUCTORS' PARTICIPATION IN TAX SHELTERED ANNUITY PROGRAM (TSAs)

Adjunct instructors who regularly work twenty (20) or more hours per week or the equivalent of half time at SBCC shall be entitled to participate in the District's tax sheltered annuity plan (403b) program.

The guidelines for participation are as follows:

Section 3.6 is to permit participation of adjunct instructors of the college in 403(b) programs

through college payroll deductions.

Adjunct instructors who may participate are those who regularly work twenty hours a week or more or the equivalent of half-time.

“Half-time”, for teaching faculty shall be defined as 7 ½ teaching load units (TLUs) or more per semester.

“Half-time”, for all non-teaching faculty shall be defined as twenty hours or more per week

“Regular work” is defined by Fall and Spring semester assignments exclusive of summer school or any special assignments.

“Regular work” means twenty hours or more each semester or an average load of at least 7 ½ TLUs/semester every two consecutive semesters.

Initial participation for teaching faculty requires completion of two consecutive semesters of 20 hours a week or with an average of 7 ½ TLUs per semester. Participation thereafter requires 20 hours each semester or an average load of 7 ½ TLUs /semester every two consecutive semesters.

3.7 SICK LEAVE ACCRUED WHILE ON SABBATICAL LEAVE

The following provision shall be added to Section 2022.11 d. Compensation, of District Policies:

Members on Sabbatical Leave shall accrue sick leave in the same manner as those faculty who are not on sabbatical leave, i.e., those on full year sabbatical will accrue 10 sick leave days.

3.8 ADJUNCT INSTRUCTOR ELECTION REGARDING SDI COVERAGE

As soon as practicable after the ratification/adoption of this Agreement the District will facilitate an election among active adjunct instructors to determine whether they wish to be covered by State Disability Insurance (SDI). The program will be implemented if a majority of active adjunct instructors vote in favor of such coverage. If the program is implemented, any costs associated with SDI coverage will be borne by the adjunct instructors (and not the District).

3.9 LEAVE AND BEREAVEMENT

3.9.1 *Personal Necessity Leave*

The requirement to state an explicit reason for Personal Necessity Leave (PNL) is eliminated. An information sheet will be created with a numbered list of possible situations triggering eligibility for PNL. Only the corresponding number will have to be entered on the absence report form. The District will revisit PNL in a workgroup including representatives of all bargaining units and the absence report form will be updated and provided electronically once these negotiations are completed.

3.9.2 *Bereavement*

In the event of the death of an immediate family member, bereavement leave for adjunct faculty will be granted in proportion to the adjunct faculty member’s teaching load, equal to 60% of the individual’s weekly teaching load, or a full week if out-of-state travel is required.

3.9.3 Family Leave

Faculty can take up to 16 weeks family leave for any reasons allowed by the Family Leave Act. This is an unpaid leave, however, the District will continue to pay for the faculty member's health benefits during this time. Also, the faculty member can opt to use up to 15 banked TLUs for up to 16 weeks (the equivalent of one semester) of family leave. If during any part of this semester the faculty member is or becomes disabled, he/she can use accrued sick leave to pay for the time during his/her disability.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 The Association shall have the right of access to areas in which employees work, the right to use institutional telephones (at no cost to the District), bulletin boards, mailboxes, electronic mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations, including classroom activities.

- a) Arrangements for use of District facilities shall be made by an authorized Association representative in accordance with established District operations.
- b) Fees shall be paid for public service use as established by District policy.
- c) All postings for bulletin boards and items for distribution must contain the date of posting and the identification of the organization together with a designated authorization by the Association President and may not be defamatory.
- d) A copy of public postings must be delivered to the Superintendent/President or his designee at the same time as the posting.

4.2 The District shall provide to the Association each semester, as soon as practicable, the names and addresses of all unit members.

4.3 The District shall distribute to the Association President all written non-confidential policies, rules, regulations or procedures which relate to conditions of employment of the members of the unit, which are generally distributed to certificated unit member employees and which are generally distributed to department and/or division chairpersons. This provision is not subject to the grievance procedure unless the District's failure to distribute has been in bad faith.

4.4 The District shall furnish the Association President with one copy of all non-confidential meeting agendas including attachments and minutes of the Board and the notice of any Board subcommittee meetings. The notice of the Boards' subcommittee meetings shall be distributed to the Association President in advance of the time and place of the meeting. Agendas, minutes and notices of subcommittee meetings shall be put in the Association President's mailbox at the same time that they are distributed to the Board members.

4.5 The District shall provide the Association with a copy of the Certificated Non-Administrative Policies Manual pertaining to unit members, and shall provide the Association with a copy of all changes and amendments when they are distributed.

4.6 The District when requested shall make a reasonable effort to provide authorized Association representatives with access to documents of public record that the District normally compiles that are necessary for the Association to develop its collective bargaining position.

4.7 At the time that the preliminary budget is under preparation in the spring, and from time to time thereafter as requested by the Association, the Superintendent/President or his/her designees shall discuss with authorized Association representatives projected income and expenditures.

4.8 Reasonable effort will be made to hold negotiating sessions in the daytime hours of the work week, at times when there are no teaching or committee conflicts for members of the negotiating committees. In the event the conflicts are unavoidable, negotiators shall be relieved from committee meetings involved, and teaching substitutes shall be provided at District expense for affected classes.

4.9 The District shall not object to the Association entering into an agreement with the Academic Senate to share the office space provided to the Academic Senate. The District will not require the Academic Senate to share their present office space with any person or organization other than the Association.

4.10 The District shall provide to the President of the Instructors' Association, four (4) TLUs per semester release time to conduct association business. The Instructors' Association shall have the right to purchase from the District a maximum of 10 TLUs per semester at the appropriate hourly lab or lecture rate and provided there is no detriment to the academic program.

4.11 The District shall distribute 10 copies of the signed agreement to the Association immediately after its approval by the Board of Trustees, and then will distribute a copy of the agreement to each member of the unit as soon as possible thereafter.

ARTICLE 5: MAINTENANCE OF MEMBERSHIP

Instructors' Association shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.

The District shall deduct in accordance with the Instructors' Association dues schedule from the wages of all employees who are members of Instructors' Association fifteen (15) working days after the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

Once an employee has agreed to and has joined the Association, the employee must retain his/her membership for the duration of the Agreement so long as the unit member remains a member of the bargaining unit.

Instructors' Association shall hold the District harmless in any dispute that arises with regard to the deductions authorized under this Article. It is specifically understood that failure of any Instructors' Association member to pay monies to Instructors' Association or to comply with Instructors' Association rules, regulations or by-laws will be a dispute between the Instructors' Association and the member and will not be a dispute with or involve the District.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 DEFINITIONS

A "grievance" is a formal written allegation by a grievant that he/she or the Association has been adversely affected by a violation of the specific provision of this Agreement. Actions to challenge or change the policies of the District not covered by this Agreement 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 and not covered by this Agreement are not within the scope of this procedure.

A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the Association acting in pursuit of a grievance. It is agreed that the Association may pursue a grievance on behalf of three (3) or more unit members who are in substantially similar positions and have been adversely affected by a violation of the same specific provisions of the agreement. In such cases the unit member has the option to be included within the group represented by the Association; having chosen to be included, the unit member relinquishes the right to pursue his/her own grievance.

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business. The time lines set forth herein may be extended by mutual agreement between the District and the grievant. A request by either party to extend the time lines will not be unreasonably denied.

The "immediate supervisor" is the lowest level non-unit certificated supervisor(s) designated by management to administer grievances and having immediate jurisdiction over the grievant. When the Association is the grievant acting on its own behalf rather than on the behalf of a unit member or members, then the immediate supervisor is the appropriate Vice President or Vice President, Human Resources, depending upon who has jurisdiction over the subject covered by the grievance.

The "appropriate administrator" is the Vice President of the area concerned.

"Conferee" is any person whom either party wishes to have as an advisor.

6.2 REPRESENTATION

Either party may have a conferee present at any or all levels of the Grievance Procedure.

6.3 INFORMAL LEVEL

The District and the IA are committed to resolving grievances at the earliest stage. Every effort will be made to resolve complaints through informal conferences between the parties involved. The IA president or designee will be available to assist in conciliation.

Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

6.4 FORMAL LEVEL

STEP ONE:

Within twenty (20) days after the grievant knew or by reasonable diligence should have known of 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 with a copy to the Grievance Officer of the Instructors' Association.

This statement shall be a clear, concise statement of the grievance, indicating which provision of the Agreement is alleged to have been violated or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Upon the request of either party, a face to face meeting will be held.

The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. The time for this response may be modified in advance by mutual agreement of the parties. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. If the grievant is the Association acting on its own behalf, the grievant appeals directly to Step Three, by passing Step Two.

STEP TWO:

In the event the grievant is not satisfied with the decision at Step One, he/she may appeal the decision in writing to the appropriate administrator within ten (10) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

Upon the request of either party, a face to face meeting will be held.

The appropriate administrator shall communicate his/her decision within ten (10) days after receiving the appeal. The time for this response may be modified in advance by mutual agreement of the parties. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

STEP THREE:

If the grievant is not satisfied with the decision at Step Two, he/she may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or his/her designee, provided that his/her designee is not the same person as at Step Two. 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.

Upon the request of either party, a face to face meeting will be held.

The Superintendent/President or his/her designee shall communicate his/her decision to the grievant within ten (10) days. The time for this response may be modified in advance by mutual agreement of the parties. If the Superintendent/President does not respond within the time limit provided, the grievant may appeal to the next level.

STEP FOUR:

If the grievant is not satisfied with the decision at Step Three, he/she may within ten (10) days file a written appeal regarding the decision on the appropriate District form to the Board of Trustees.

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 Board of Trustees, or their designee, shall communicate their decision to the grievant within ten (10) days. The decision of the Board of Trustees shall be final.

ARTICLE 7: PERSONNEL FILE INSPECTION

Official certificated personnel files shall be maintained under the following circumstances:

7.1 Upon appropriate advance written request by the employee, s/he shall be permitted to examine his/her file.

7.2 No derogatory material relative to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material and comment thereon. An employee shall have the right to enter, and have attached to any derogatory material, his/her own comments. An employee shall receive a copy of all evaluations put in his/her file.

7.3 The employee shall be permitted to request that any such derogatory material in his/her file be reproduced.

7.4 Nothing in this policy shall allow the employees access to confidential references.

ARTICLE 8: PAYROLL

8.1 PAY PERIODS

8.1.1 Pay Periods

Contract and regular faculty receive their salary in ten payments, with the first payment received on the last working day of September. Subsequent payments are received on the last working day of each month, except December which will be received on the first working day of January.

8.1.2 Summer Savings

At the election of a contract or regular faculty member, an after tax deduction "Summer Savings" may be elected wherein a portion of the salary is placed into a non-interest bearing trust account for each of the months that are paid. In July and August that savings is returned in two equal payments. (When requested by a unit member, to the extent permitted by law in accordance with Section 13519 of the Education Code, an amount equal to $16 \frac{2}{3}$ percent of each monthly payment shall be withheld and the total amount so deducted shall be paid in two equal installments, one installment to be paid not later than the 5th day of August next succeeding and one installment to be paid not later than the 5th day of September next succeeding. Pay dates shall be the last working day of each month.)

8.2 PAYROLL DEDUCTIONS

8.2.1 Federal Income Tax

Federal income tax will be withheld on the basis of information furnished by the employee on Form W-4.

8.2.2 Retirement Fund

8.2.2.1 All contract and regular certificated employees will be required to participate in the California State Teachers Retirement System.

8.2.2.2 Deductions will be made at rates determined by the retirement system.

8.2.2.3 Deductions will be made for the actual months of active employment.

8.2.3 Other Deductions

When authorized by the employee, deductions will be made for insurance, tax sheltered annuity programs, income protection plans, and credit payments approved by the Board of Trustees.

8.3 ADJUNCT INSTRUCTORS-AUTOMATIC DEPOSIT OF PAYCHECKS

8.3.1 The District will process automatic paycheck deposits for adjunct instructors provided the following conditions have been met:

a) To be eligible, adjunct instructors must have worked at least four complete consecutive

semesters teaching semester-long courses each semester.

- b) A summer session, if worked, will count toward the four complete consecutive semesters but will not constitute a break in service if not worked.
- c) Employee must submit to Payroll a completed affidavit attached as Appendix E
- d) Employee has obligation to initiate the request for automatic deposit by submitting completed affidavit.

ARTICLE 9: REDUCTION IN STAFF

When any reduction in the faculty may be required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member can be laid off while any employee with less seniority is retained or render a service in a faculty service area in which the senior employee is both qualified and competent to perform. (Ed. Code §§ 87743-87761, inclusive, and 87414-87415).

Since the Education Code provides for a specific method of review during the reduction in staff process, the grievance procedure set out in Article 6 herein will not be applicable to this Article.

ARTICLE 10: DISCIPLINE

All formal disciplinary action will follow normal District policies and the President of the Instructors' Association shall be notified by the administration within (10) ten working days of each case as it occurs.

ARTICLE 11: REDUCED WORKLOAD PROGRAM

11.1 In accordance with provisions of Education Code Section 87483, faculty may, when approved by the District, reduce their workload from full-time to part-time and receive credit for retirement as if employed on a full-time basis, if the following conditions are met:

- a) The employee has reached the age of 55.
- b) The employee has been employed full-time in a position requiring certification for at least 10 years in the Santa Barbara Community College District of which the immediately preceding five years were full-time employment.
- c) The minimum part-time employment is the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
- d) The employee intends to retire within three years.

11.2 The option of part-time employment to be credited for retirement, as if employed full-time, may be exercised only at the request of the employee and may be revoked only with the mutual consent of the Board of Trustees and the employee.

11.3 Part-time employment credited for retirement, as if employed full-time, shall be limited to a period of three years.

11.4 During the period the employee works with a reduced workload credited for retirement as if employed full-time, the District shall do the following:

- a) Pay the employee a salary which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment, and continue all other rights and benefits for which the employee makes payments that would be required if s/he remained in full-time employment.
- b) Provide benefits for the employee in the same manner as for full-time employee.
- c) In addition to its regular STRS contribution for full-time employee, the District pays a stipend to the employee equal to the amount the employee would have contributed if s/he were employed on a full-time basis.
- d) Maintain the necessary records to separately identify each employee receiving credit pursuant to this policy.

11.5 The participating employee shall sign a Reduced Workload Program Agreement outlining the terms and conditions of participating in the Reduced Workload Program.

ARTICLE 12: PROCEDURES FOR ADJUNCT FACULTY REASSIGNMENT RIGHTS

I. Basic Scheduling Priorities

- A. Course offerings/assignments are created according to what will best serve student needs.
- B. Full-time faculty are assigned classes/assignments first in the order determined by the department.
- C. The department chair has the primary responsibility for determining adjunct assignments for any remaining classes/assignments.

II. Assignment of Adjuncts

A. The objective is to assign the most qualified faculty member for each course taught/assignment in the department. For the purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the discipline (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills and other criteria relevant to the specific class or assignment.

B. Such criteria may include the following, listed in no particular order:

1. Education
2. Discipline-specific professional development
3. Scope and recency of experience
4. Evaluations
5. Diversity
6. Currency in area or subject(s) taught
7. Previous assignments within the department
8. Professional certification where appropriate

C. When professional certification is necessary to ensure student safety and/or subject matter currency, possession of certification supersedes all other criteria when determining class(es)/assignments.

D. The department chair in consultation with full-time faculty has the prerogative to establish a list of qualified candidates for any or all classes/assignments based on course-specific or assignment-specific qualifications. Adjunct faculty members will be responsible for submitting any required documentation in order to be considered for inclusion on course-specific/assignment-specific eligibility lists.

E. If an adjunct faculty member’s available days and times do not match the department’s unmet need at his/her point of assignment distribution, that faculty member will not receive an assignment. Lack of availability with respect to the needs of the department for any two semesters within a three-year period constitutes a break in service. (See section III.A.)

F. Reassignment procedures do not guarantee a load or provide tenure, permanent status or any employment rights greater than those provided under Education Code 87665.

III. Seniority Rehire Preference (SRP)

A. After 4 consecutively offered semesters of service (not including Summer session) with 3 satisfactory evaluations, an adjunct faculty member will attain seniority rehire preference (SRP). While taking into account criteria 1-8, as listed in section II.B (and IID if applicable), adjuncts with SRP will be offered 1 class - or the equivalent for educational support faculty - if available.

B. Should an adjunct faculty member receive one "Substandard" evaluation or two consecutive "Needs Improvement" evaluations, that faculty member will lose his/her SRP.

C. For the purposes of determining placement on the seniority list, a retired full-time faculty member's original full-time hire date will be used.

IV. Breaks in Service

A. Adjunct faculty will lose SRP status if the adjunct is unavailable with respect to the needs of the department for two semesters within a three-year period. (See section II.E.). This refers to the adjunct member's submission of availability prior to the start of scheduling.

B. Once the schedule has already been made, an adjunct faculty member will lose SRP status if an assignment is declined in any particular semester. This refers to declining an initial offer or at any point prior to or after that scheduled class begins.

C. When SRP is lost, it must then be reestablished by following the process specified in section III.A. Exceptions shall be made for verified illness or extenuating personal or professional circumstances that are approved as an exception by the department chair and area dean. The acceptance of another work assignment at another institution shall not constitute a compelling personal or professional reason.

D. Adjunct faculty shall not lose SRP if the class/assignment was cancelled, not offered by the department, or lost due to "bumping" by a full-time faculty member.

E. Breaks in Service' will apply to retired full-time faculty only after the STRS mandated wait period of 180 days. A temporary contract will be treated as adjunct employment.

V. Distribution of Class(es)/Assignments

A. Scheduling will be done as follows.

1. Using criteria 1-8 as listed in section II.B (and the lists described in II.D. if applicable), one class - or the equivalent for educational support faculty - will be assigned to all adjunct faculty members with SRP in order of longevity, as long as a suitable class/assignment is available for each of those adjuncts with SRP.

2. If any class(es)/assignments remain after this first step (V.A.1), those remaining class(es)/assignments will be distributed according to criteria 1-8 in section II.B above. Nothing precludes these remaining class(es)/assignments from being distributed to adjunct faculty with less seniority.

VI. Other

A. During any particular semester, once initial adjunct assignments have been submitted to the scheduling office, SRP will no longer be a factor for class(es)/assignments. For non-instructional assignments, SRP will no longer apply after the schedule has been submitted to the area dean.

B. Full-time faculty have the right to “bump” adjunct faculty members.

C. Adjuncts will not be allowed to “bump” other adjuncts.

VII. New Hires

The aforementioned procedures (II.A~VI.C) will not preclude a department chair from hiring a new adjunct faculty member in order to address an emerging, changing, or unmet departmental need.

VIII. Conflicts

If an adjunct faculty member believes that this procedure has been violated, he/she may file a grievance pursuant to Art. 6, up to Level II of the contract grievance procedure (i.e., the decision of the Executive Vice President of Educational Programs is final and binding).

IX. Summer School Assignments

Summer school is not part of the regular academic year. Summer assignments will be given to full-time faculty first, and remaining assignments will be made at the discretion of the department chair.

ARTICLE 13: COMPLETION OF MEET AND NEGOTIATION

13.1 If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction or of any administrative agency or is invalidated by state law, such provisions 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. In the event of suspension or invalidation of any article or section of this Agreement by a Court or by state law or if a state law is enacted or amended requiring that the parties hereto are mandated to negotiate then, under such circumstances, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such an article or section.

13.2 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, except as otherwise agreed upon by the District and the Association

13.3 During the term of this Agreement, the Association expressly reserves the right to delegate to the Academic Senate the formulation of policy and procedures regarding any matter with respect to the following subjects: evaluation of salary class transfer requests; faculty evaluation, including probation and tenure; ranking and evaluation of sabbatical leaves; standards for employee conduct and discipline; academic calendar; and work load (working days, office hours, student contact hours, overloads and class size). The Academic Senate shall consult with the Association on all such matters. Any such delegation is revocable by the Association in its sole and exclusive discretion by written notice to the District by U.S. Mail and by written notice presented to the Academic Senate at a meeting of the full Senate by the President of the Association or designee.

13.3.1 Any alleged violation of any policy and procedure adopted hereto shall be addressed as a grievance under this collective bargaining Agreement.

13.3.2 During the term of this Agreement, the District and the Association will not develop or amend policy with respect to the academic and professional matters described in Title 5 Sections 53200 through 53204 of the California Code of Regulations (inclusive), nor the District's faculty hiring processes, without following collegial consultation with the Academic Senate.

13.3.3 During the term of this Agreement, the District shall not add to, delete from, modify, repeal, adopt, change, or amend any policies and procedures as set forth in Article 13.3 without written consent of the Association and, upon request, negotiations with the Association to the extent the rule, regulation, policy or procedure is within the scope of representation under the Educational Employment Relations Act (EERA).

13.3.4 The District shall meet and negotiate on matters within the scope of representation only with the Association, as the representative of the bargaining unit. The Association may authorize the Academic Senate to act on its behalf in regard to specified matters, such as those described in Article 13.3, provided that any agreements on these matters are approved in writing by the Association.

13.3.5 Excluding from the Agreement any subjects or matters within the scope of representation under the EERA shall not create a precedent for or presumption that they will be excluded from future contracts.

13.4 Except as provided to the contrary hereinabove, it is the express intention of the parties to limit the scope of this Agreement so that the District shall continue to maintain all of its present policies including the present method of adopting and amending District policy, granted that such policies are not inconsistent with this Agreement, and subject to the restrictions set forth in 13.3.2, 13.3.3,

13.3.4 and 13.3.5.

13.5 This Agreement shall not be added to, deleted from, modified, repealed, adopted, changed, or amended except through the mutual written and signed agreement of the District and the Association.

ARTICLE 14: ADDITIONAL WORKGROUPS AND DATA

14.1 A workgroup composed of the IA, Academic Senate, and Management will be established to explore options to use faculty professional development (FLEX) to enhance student learning including accountability and reporting requirements. The Agreement may be reopened for potential implementation of workgroup recommendations. A workgroup report is requested by February 1, 2014.

14.2 A workgroup will be established to review and explore options to improve faculty evaluation processes. As this is an item delegated to the Academic Senate the workgroup will consist of representatives from IA, Academic Senate and District. The Agreement may be reopened for potential implementation of workgroup recommendations. Alternatively any recommendations may be implemented through the shared governance process. A workgroup report is requested by February 1, 2014.

14.3 A work group will be established to set parameters for a compensation study. The study will be conducted by the Ewing Group. The contract may be reopened based on applicable findings included in the study by either party upon completion of the study.

ARTICLE 15: TERM

This Agreement shall remain in full force and effect up to and including June 30, 2016, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2016, or March 15 of subsequent years, of its request to modify, amend or terminate the Agreement.

Date: 9-2, 2015



DR. CORNELIA ALSHEIMER
President and Chief Negotiator
Santa Barbara City College Instructors' Association



JACK FRIEDLANDER
Executive Vice President
Santa Barbara Community College District



Dr. Marianne Kugler
President, Board of Trustees
Santa Barbara Community College District

APPENDIX A: DEFINITION OF CLASSES

(Reference 2.10.4d)

CLASS I

- a) Bachelor's Degree, or less
- b) Partial fulfillment of requirements for Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (for instruction in vocational subject areas)

CLASS II

- a) Master's Degree
- b) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas)
- c) Partial fulfillment of above vocational credential requirements with Bachelor's Degree

CLASS III

- a) Master's Degree with 45 units beyond Bachelor's Degree
- b) Master's Degree with 15 units beyond Master's Degree
- c) Standard Designated Subject, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational areas) with Bachelor's Degree

CLASS IV

- a) Master's Degree with 60 units beyond Bachelor's Degree
- b) Master's Degree with 30 units beyond Master's Degree
- c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Bachelor's Degree with 15 units
- d) Partial fulfillment of above vocational credential requirements with Master's Degree.

CLASS V

- a) Master's degree with 75 units beyond Bachelor's Degree
- b) Master's Degree with 45 units beyond Master's Degree
- c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Master's degree.

APPENDIX B: HEALTH AND WELFARE BENEFITS

1. The District will provide for each full time eligible unit member up to the following annual 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.

2013/14

Medical Coverage Waiver \$2,000

Single \$7,861

Two-party \$15,176

Family \$21,325

The Medical Coverage Waiver will remain at \$2,000 for the duration of the Agreement.

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 (minimal 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, 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. 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.

APPENDIX C: ADJUNCT INSURANCE

Participation of Adjunct Instructors in SBCC Health Insurance Program

Scope of Participation

Certain credit adjuncts are eligible to participate in the District health insurance program. Participation shall be limited to medical insurance only. Dental, vision, life insurance, disability protection or any other insurance benefits for regular employees are not available to adjuncts through the District.

Participation is limited to SISC approved health insurance. Only adjunct instructors who meet the eligibility requirements described below are able to receive a District contribution toward medical insurance premiums. Adjunct instructors who meet the eligibility requirements described below may cover a spouse, domestic partner and/or dependents at their own cost.

Administration of Adjunct Health Insurance

1. Participation in the above plan shall be voluntary.
2. Adjuncts will not be eligible for any “waiver” amount.
3. Participation must be administered by the college through payroll deductions and can be done on a pre-tax basis.
4. COBRA Statement: An adjunct covered by the district adjunct medical plan has the right to chose continuation coverage for up to 18 months if he/she loses this group health coverage because of loss of eligibility or termination of employment (other than for reasons of gross misconduct.)

Levels of Participation

There are two levels of participation:

1. Tier I: Credit adjuncts eligible to participate in the medical insurance program entirely at their own expense.
2. Tier II: Credit adjuncts eligible to receive an allocation of up to 40% of the premium (employee only portion) toward SISC approved SBCC adjunct health insurance as defined above for those who teach at least 40% of a full-time credit load, and up to 50% of the insurance premium (employee only portion) for those who teach at least 50% of a full-time credit load, provided the District’s costs will not exceed \$40,000 per year or the minimum yearly dollar contributions set forth below per employee, whichever is greater. In the event the \$40,000 cap is breached at the time of the yearly open enrollment, the District will pro-rate its contribution, provided however, that such contribution will not be less than: \$800 per year (\$80/month) per eligible employee for those adjuncts who teach a least 40%; and \$1,000 per year (\$100/month) per eligible employee for those adjuncts who teach at least 50%.

Eligibility for Initial Participation

1. Tier I Employee must meet (a), (b) and (c).
 - (a) An individual must be currently employed by SBCC as an adjunct with a credit load of at least 40%, to initially enroll in the District’s adjunct health insurance program.
 - (b)
 - (i) For those who work at least a 50% credit load each semester, initial participation requires completion of six (6) of the eight (8) fall or spring credit semesters preceding enrollment at SBCC; or

- (ii) For those who work at least a 40% credit load (but less than 50%) each semester, initial participation requires completion of eight (8) of the ten (10) fall or spring credit semesters preceding enrollment at SBCC.
 - (c) Initial participation requires completion of the two consecutive credit semesters (fall/spring or spring/fall) of regular 40% (or more) adjunct credit employment at SBCC in the academic year immediately preceding the enrollment semester. The additional years of employment required for Tier II can be met by completion of at least 15, respectively 12 credit TLUs or the equivalent of half, respectively 40% time credit instruction or more each academic year. Summer session credit adjunct employment will be included for purposes of this requirement.
- 2. Tier II
 - (a) Initial participation for adjunct faculty in Tier II requires, in addition to all the criteria for Tier I (a, b, and c), completion of:
 - (i) six (6) out of the eight (8) years (excluding summer teaching) preceding the implementation of this contract at half time credit instruction or more; or
 - (ii) eight (8) out of the ten (10) years (excluding summer teaching) preceding the implementation of this contract at 40% credit instruction or more.
 - (b) The additional years of employment required for Tier II can be met by completion of at least 15 credit TLUs or the equivalent of half time credit instruction or more each academic year, or 12 credit TLUs or the equivalent of at least 40% credit instruction each academic year. Summer session credit adjunct employment will be included for purposes of this requirement.
- 3. Credit instruction, credit load and credit employment include classroom teaching, counseling, and librarian services in the credit program at SBCC.

Continued Participation

After enrollment, continued participation requires completion of at least 12 credit TLUs or the equivalent of 40% or more regular credit adjunct employment at SBCC each academic year (and those who qualify with at least 50% workload must maintain at least 15 credit TLUs or the equivalent of half time or more regular credit adjunct employment at SBCC each academic year). Summer session credit adjunct employment will be included for purposes of this requirement. The academic year begins with the fall semester of initial enrollment.

Open Enrollment Period

Open enrollment for adjuncts will begin the third week of each fall semester after adds/drops.

Temporary Contracts

For the purpose of Appendix C, a temporary contract should be considered equivalent to part time employment.

APPENDIX D: DOMESTIC PARTNERS

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 sign and notarize an Affidavit of Domestic Partnership with SISC and, at the time of filing, all of the eligibility and documentation requirements are met as set forth below:

- (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) 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) Sign and notarize an Affidavit of Domestic Partnership with SISC
- 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 Human Resources 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, for Domestic Partners who are age 62 and over, the employee must file a State of California Termination form with Human Resources for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner. For Domestic Partners who are under age 62, a SISC form, AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP, must be completed and submitted to Human Resources, SISC, and a copy mailed 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 E: Declaration of Eligibility for Automatic Payroll Deduction

I, _____, have worked four complete, consecutive semesters as a credit adjunct instructor at Santa Barbara City College including the current semester.

The consecutive semesters are (indicate each semester and year):

SPRING _____

SUMMER _____

FALL _____

WINTER _____

I declare under penalty of perjury under the laws of the State of California that I am a resident of _____ County, am over the age of eighteen and that the above statements are true and correct.

Employee's Name

Print Employee's Name

Date

SALARY SCHEDULES

Table 9: Non-teaching Adjunct				
	35	Hrs/Week & weeks/yr =		35
Non-Teaching Rates (NTR)				
Salary Table 9 effective fall 2013 semester				
PT Hourly Counselors, Librarians and Non-instruction				
Schedule 10 Class II Steps (1-9) *(7/8)/1225 hours				5% of Class I Step 1
			With PhD	1.96
Non-Teaching Rates (NTR)				
Step	Rate/Hr	FTE	Rate/Hr	FTE
01	40.69	49,845.25	42.65	52,246.25
02	42.12	51,597.00	44.08	53,998.00
03	43.55	53,348.75	45.51	55,749.75
04	44.98	55,100.50	46.94	57,501.50
05	46.41	56,852.25	48.37	59,253.25
06	47.83	58,591.75	49.79	60,992.75
07	49.26	60,343.50	51.22	62,744.50
08	50.69	62,095.25	52.65	64,496.25
09	52.12	63,847.00	54.08	66,248.00

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	54,968	56,968	58,968	60,968	62,968
2	56,968	58,968	60,968	62,968	64,968
3	58,968	60,968	62,968	64,968	66,968
4	60,968	62,968	64,968	66,968	68,968
5	62,968	64,968	66,968	68,968	70,968
6	64,968	66,968	68,968	70,968	72,968
7	66,968	68,968	70,968	72,968	74,968
8	68,968	70,968	72,968	74,968	76,968
9	70,968	72,968	74,968	76,968	78,968
10	72,968	74,968	76,968	78,968	80,968
11	74,968	76,968	78,968	80,968	82,968
12	76,968	78,968	80,968	82,968	84,968
13	78,968	80,968	82,968	84,968	86,968
14		82,968	84,968	86,968	88,968
15			86,968	88,968	90,968
16				90,968	92,968

Doctoral Bonus based on 5% of Class I, Step 1

PHD =	2,748.00						
	274.80	10thly					
	229.00	12thly					

Effective July 1, 2014

Years of Service	% of Class II, Step 1	Annual Amount	10thly Amount	Years of Service	% of Class II, Step 1	Annual Amount	10thly Amount
18-19-20	0.0225	1,281.78	128.18	19	0.0225	1,281.78	128.18
21-22-23	0.0450	2,563.56	256.36	22	0.0450	2,563.56	256.36
24-25-26	0.0675	3,845.34	384.53	25	0.0675	3,845.34	384.53
27-28-29	0.0900	5,127.12	512.71	28	0.0900	5,127.12	512.71
30-31-32	0.1125	6,408.90	640.89	31	0.1125	6,408.90	640.89
33-34-35	0.1350	7,690.68	769.07	34	0.1350	7,690.68	769.07
36-37-38	0.1575	8,972.46	897.25	37	0.1575	8,972.46	897.25
39-40-41	0.1800	10,254.24	1,025.42	40	0.1800	10,254.24	1,025.42
42-43-44	0.2025	11,536.02	1,153.60	43	0.2025	11,536.02	1,153.60
45-46-47	0.2250	12,817.80	1,281.78	46	0.2250	12,817.80	1,281.78

EFFECTIVE FOR RETROACTIVE CALCULATIONS ONLY

Salary Schedule 10 with Prorated Market Median: This table takes the "Market Median" for the 5th class and calculates the difference on each class to bring classes 3 & 4 into line with the market median. Classes 3 and 4 are all adjusted by the amount in the "Step in \$" column.

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	STEP IN \$
1	54,968	56,968	58,968	60,968	62,968	
2	56,968	58,968	60,968	62,968	64,968	
3	58,968	60,968	62,968	64,968	66,968	
4	60,968	62,968	64,968	66,968	68,968	
5	62,968	64,968	66,968	68,968	70,968	
6	64,968	66,968	68,968	70,968	72,968	
7	66,968	68,968	70,968	72,968	74,968	
8	68,968	70,968	73,787	76,605	79,424	2,819
9	70,968	72,968	75,841	78,713	81,586	2,873
10	72,968	74,968	77,935	80,901	83,868	2,967
11	74,968	76,968	80,037	83,106	86,176	3,069
12	76,968	78,968	82,146	85,324	88,502	3,178
13	78,968	80,968	84,255	87,542	90,829	3,287
14	-	82,968	86,172	89,375	92,579	3,204
15	-		87,796	90,624	93,452	2,828
16	-			92,585	95,394	2,809

Salary Schedule 10 with Prorated Market Median and COLA: This table takes the "Market Median" for the 5th class and calculates the difference on each class to bring classes 3 & 4 into line with the market median. ALL CELLS ARE ADJUSTED FOR 0.85% COLA after the Prorated Market Median adjustment. Effective July 1, 2014.

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	55,435	57,452	59,469	61,486	63,503
2	57,452	59,469	61,486	63,503	65,520
3	59,469	61,486	63,503	65,520	67,537
4	61,486	63,503	65,520	67,537	69,554
5	63,503	65,520	67,537	69,554	71,571
6	65,520	67,537	69,554	71,571	73,588
7	67,537	69,554	71,571	73,588	75,605
8	69,554	71,571	74,414	77,256	80,099
9	71,571	73,588	76,485	79,382	82,279
10	73,588	75,605	78,597	81,589	84,581
11	75,605	77,622	80,717	83,813	86,908
12	77,622	79,639	82,844	86,049	89,254
13	79,639	81,656	84,971	88,286	91,601
14	-	83,673	86,904	90,135	93,366
15	-		88,542	91,394	94,246
16	-			93,372	96,205

Santa Barbara Community College District									
Table 11: Credit Adjunct Instructor									
					15	Lec TLUs & weeks/year =		35	
					22.5	Lab TLUs and weeks/year =		35	
					67.5% Credit Adjunct Rate				
Salary Table 11					effective 7/01/13 (fall semester)				
Part-Time Hourly Credit Instructor Salary Table									
Schedule 10 Class II Step 1/(15*35=525) *67.5% = \$73.24					5%of Class 1Step 1				
					With PhD			3.53	
Instruction									
			80%					80%	
Step	Lecture	FTE	Lab	FTE	Lecture	FTE	Lab	FTE	
01	73.24	38,451.00	58.59	46,139.63	76.77	40,306.17	61.42	48,368.25	
02	75.82	39,805.50	60.66	47,769.75	79.35	41,660.67	63.48	49,990.50	
03	78.39	41,154.75	62.71	49,384.13	81.92	43,009.92	65.54	51,612.75	
04	80.96	42,504.00	64.77	51,006.38	84.49	44,359.17	67.59	53,227.13	
05	83.53	43,853.25	66.82	52,620.75	87.06	45,708.42	69.65	54,849.38	
06	86.10	45,202.50	68.88	54,243.00	89.63	47,057.67	71.71	56,471.63	
07	88.67	46,551.75	70.94	55,865.25	92.20	48,406.92	73.76	58,086.00	
08	91.24	47,901.00	72.99	57,479.63	94.77	49,756.17	75.82	59,708.25	
09	93.82	49,255.50	75.06	59,109.75	97.35	51,110.67	77.88	61,330.50	
OVERLOAD CONVERSIONS -- EFFECTIVE FALL 2006									
If Contract step is:				Then Overload step is:					
1	-----	5		1	-----	5			
6	-----	7		6					
8	-----	9		7					
10	-----	11		8					
12	-----	15		9					

SALARY TABLE 13: Orfalea Early Learning Center			
Contract Instructors			
			1.57% Increase
			Effective 2013-14 (fall)
	Class I	Class II	Class III
1	37,147	38,626	40,101
2	38,410	39,883	41,354
3	39,658	41,132	42,627
4	40,919	42,391	43,965
5	42,179	43,648	45,117
6	43,438	44,910	46,378
7	44,688	46,086	47,637
8	45,936	47,425	48,902
9	47,210	48,668	50,139
10	48,459	49,938	51,392

Salary Table 14 -- Children's Center Hourly			annual hou	1,400	175 day @ 8 hrs/day
	Class I	Class II	% of F/T	80%	
	Class I	Class II		Class III	
01	21.23	22.07		22.91	
02	21.95	22.79		23.63	
03	22.66	23.50		24.36	
04	23.38	24.22		25.12	
05	24.10	24.94		25.78	
06	24.82	25.66		26.50	
07	25.54	26.33		27.22	
08	26.25	27.10		27.94	
09	26.98	27.81		28.65	
10	27.69	28.54		29.37	

Schedule 15 Cost per TLU for 2013/14 --- 1.57% increase						
	BA	MA BA +2	MA +45/15 units	MA +60/30 units	PhD MA +75/45 units	
Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	
1	1,082.74	1,129.46	1,176.18	1,223.92	1,270.64	
2	1,129.46	1,176.18	1,223.92	1,270.64	1,317.36	
3	1,176.18	1,223.92	1,270.64	1,317.36	1,365.10	
4	1,223.92	1,270.64	1,317.36	1,365.10	1,411.82	
5	1,270.64	1,317.36	1,365.10	1,411.82	1,458.55	
6	1,317.36	1,365.10	1,411.82	1,458.55	1,505.27	
7	1,365.10	1,411.82	1,458.55	1,505.27	1,553.01	
8	1,411.82	1,458.55	1,505.27	1,553.01	1,599.73	
9	1,458.55	1,505.27	1,553.01	1,599.73	1,646.45	
10	1,505.27	1,553.01	1,599.73	1,646.45	1,694.19	