



**AGREEMENT**

**between the**

**SANTA BARBARA CITY COLLEGE**

**INSTRUCTORS' ASSOCIATION**

**and the**

**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**Santa Barbara, California**

**January 1, 2007 - December 31, 2008**

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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 The Unit shall include:

- (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 The Unit shall exclude:

- (1) Management, supervisory, and confidential employees; and
- (2) Part-time faculty of the Continuing Education Division; and
- (3) All other employees of the District not specifically identified in 1.1 above.

## **ARTICLE 2:                   COMPENSATION**

### **GENERAL ALLOCATION:**

2007 For the 2007 calendar year, unit members' salaries will be based on the attached salary schedules (See Appendix)

2008 For the 2008 calendar year, Salary Schedules 9,10, 11, 15, 23, and 24, as well as the stipends for assistant athletic coaches (Section 2.17.5), will be increased by the cost of living adjustment (unrestricted general funds) included in the signed 2007/08 state budget as reflected on the 2007/08 First Principal Apportionment document. The cost of living adjustment will be distributed across all of the above-referenced salary schedules in equal dollar increments, in a per cell amount, such that the total amount of cost does not exceed the cost of what the District would have spent had it given each of these salary schedules the equivalent cost of living adjustment. This will result in a per cell amount less than COLA for Schedule 10 and above COLA for all other schedules. (For example, if the 2007/08 cost of living adjustment is 4.0%, the per cell amount will be less than 4% for most employees covered by Schedule 10 and more than 4% for all other employees (including those covered by the other salary schedules). The total cost to the District however, will be 4%.

### **2.1     CREDIT CONTRACT AND REGULAR CERTIFICATED FACULTY**

2007 Effective January 1, 2007, the Credit Faculty Salary Schedule (Schedule 10) will be increased by 5.92%, distributed in equal dollars to all cells in the salary schedule. This represents an increase of \$4,470 per cell.

2008 Effective January 1, 2008, Salary Schedule 10 will be increased in accordance with the formula set forth in Section 2.0 above.

### **2.2     CREDIT ADJUNCT CERTIFICATED FACULTY SALARY**

2007 Effective January 1, 2007, credit adjunct faculty will receive the benefit of the per cell increase set forth in Section 2.1 above, distributed in equal dollars to all cells in Salary Schedule 11. In addition, in recognition of the agreement between the parties regarding revisions to be made to the adjunct faculty job description, to include such duties as participation in department meetings, curriculum development and responsibility for achieving student learning outcomes (See Section 2.26), adjunct faculty will receive an additional increase of \$400,000, distributed in equal dollars to all cells in Salary Schedule 11. (Any future specific pro rata increases for adjunct faculty are dependent upon agreement regarding modifications to the job description.) This additional increase is available to adjunct faculty and full time faculty teaching overload only (i.e., not available to those teaching summer school).

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.

2008 Effective January 1, 2008, Salary Schedule 11 will be increased in accordance with the formula set forth in Section 2.0 above. Non-instructional adjunct faculty (Schedule 9) will continue to be paid in accordance with the current formula.

### **2.3 CONTRACT AND REGULAR COSMETOLOGY FACULTY SALARY SCHEDULE**

2007 Effective January 1, 2007, contract and regular cosmetology faculty will receive the \$4,470 per cell increase set forth in Section 2.1 above, distributed in equal dollars to all cells in Salary Schedule 23.

2008 Effective January 1, 2008, Salary Schedule 23 will be increased in accordance with the formula set forth in Section 2.0 above.

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

### **2.4 ADJUNCT COSMETOLOGY INSTRUCTOR SALARY SCHEDULE**

The adjunct instructor rate will be determined as 80% of the rate for contract and regular cosmetology faculty (Salary Schedule 23). The hourly rate for adjunct faculty will be determined by dividing the rate contained in schedule 23 by 1225 hours and then multiplying that amount by 80%.

### **2.5 CONTRACT AND REGULAR CHILDREN'S CENTER FACULTY SALARY SCHEDULE**

2007 Effective January 1, 2007, contract and regular children's center faculty will received the 5.92% increase set forth in Section 2.1 above, distributed in equal dollars to all cells in Salary Schedule 13.

2008 Effective January 1, 2008, Salary Schedule 13 will be increased by the cost of living adjustment (unrestricted general funds) included in the signed 2007/08 state budget as reflected on the 2007/08 First Principal Apportionment document.

### **2.6 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.

## **2.7 SABBATICAL LEAVES**

The District will increase the amount allocated for sabbatical leaves by the annual percent increase, if any, for the contract and regular faculty salary schedule.

The District will add additional contributions of on-going money in each of the next two years (2007/08 and 2008/09) in the amount of \$22,500 plus State COLA for each of those years.

## **2.8 SALARY 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 Cosmetology Faculty Salary Schedule (Schedule 23)

Credit Adjunct Cosmetology (Schedule 24)

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

Summer Session Instructor Salary Schedule: Contract Regular faculty excluding Children's Center faculty and instructors and Counselors, and Librarians (Schedule 15)

## **2.9 GUIDELINES FOR ADMINISTRATION OF THE CONTRACT AND REGULAR FACULTY SALARY SCHEDULE**

### **2.9.1 General**

Placement on the Credit Contract and Regular Salary Schedule (Schedule 10) shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience.

## 2.9.2 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 2.9.4d.

## 2.9.3 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. Lower Division courses are not acceptable. (Exceptions for good reason may be approved by the Academic Policies Committee.)

#### **2.9.4 Definition Of Vocational Instructor:**

- a. To qualify as a vocational 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 vocational courses in order to qualify as a vocational 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 vocational 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 vocational 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 grandfathered under the Definition of Salary Class for Hires Before 1/1/90 found in Appendix A of this contract.

#### **2.9.5 Initial Step Placement**

2.9.5.1 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 1,325 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/Legal Affairs 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/Legal Affairs in consultation with the Department Head.

2.9.5.2 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.

2.9.5.3 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.

## **2.10 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 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] (Salary increase effective July 1, 1996, with no retroactivity).

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

**2.11 SERVICE INCREMENTS**

2.11.1 Service increments 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:

<b>YEARS OF SERVICE</b>	<b>PERCENT OF CLASS II, STEP 1</b>
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

\*

\*

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

2.11.2 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.

2.11.3 An instructor shall be granted one increment for each year of teaching service (75 per cent 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 (effective July 1, 1996, no retroactivity).

2.11.4 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.

2.11.5 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.

## 2.12 DEPARTMENTAL LEADERSHIP COMPENSATION

### 2.12.1 Computation of Compensation

- (a) Faculty receiving stipend for departmental leadership and other non-teaching responsibilities shall be as identified in District Policy 1913.1 and as listed in Appendix "C" of that policy. The formula for compensation for non-instructional departmental and institutional leadership shall be multiplied by the load factor for each position as established by the Department Chair Stipend Worksheet and the Faculty Leadership Stipend Worksheet (see District 1913.1). This dollar amount will increase by the annual percent increase, if any, for the contract salary schedule. The load factor rating for individual faculty non-teaching assignment shall be computed as stated in District Policy. 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. Stipends shall be paid as follows: Forty percent for each semester and twenty percent for the summer session. If an additional summer session or winter intersession is added, leadership compensation would be increased by twenty percent.
- (b) Effective January 1, 2007, department chair stipends will be augmented by \$50,000. This will result for department chairs in a stipend equal to 0.43% of Class II Step I
- (c) For non-instructional and institutional leadership (except for the department chair stipend) the stipend shall be an amount equal to 0.35% of Class II Step I.
- (d) Those positions compensated by extra days or base load assignments are stipulated in Appendix "C" of District Policies.
- (e) 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:
  - Reduce his/her teaching load by purchasing release time at the prevailing hourly instructor TLU cost.
  - Share compensation with department faculty for shared or delegated leadership or support service responsibilities.
  - Hire additional student worker assistance.
  -

## **2.13 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 46 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.

## **2.14 COMPENSATION FOR DISTRICT REQUESTED NON-TEACHING ASSIGNMENTS PERFORMED DURING THE SUMMER**

2.14.1 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.

2.14.2 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.

## **2.15 INSTRUCTOR LOAD**

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

### **2.15.1 Underloads and Overloads (Unbalanced Loads)**

#### Balancing Underloads

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.

### **2.15.2 Overload for Sabbatical**

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.

Certificated non-teaching faculty will be allowed to accumulate additional hours beyond their assigned contract (which includes extended days) to apply toward a fully paid sabbatical. For certificated non-teaching faculty each 42 hours worked beyond their assigned contract shall equal (one) 1 TLU. Each 147 hours worked beyond their assigned contract shall equal 3.5 TLUs. These faculty may apply 147 extra hours of work beyond their contract toward a fully paid semester sabbatical. Certificated non-teaching faculty who wish a fully paid sabbatical will have worked 504 hours beyond their assigned contract. Hours accumulated in this manner may only be used for compensating time off or sabbatical credit as described herein. If compensating time is accumulated and not applied toward a sabbatical leave or is not compensated, it shall be taken in a manner agreed upon by the appropriate Dean. This provision for certificated non-teaching faculty is effective January 1, 1999, and is not retroactive.

A single banking system will be used to bank overloads. The banked TLU overload can be used to offset an underload, it can be applied pro rata toward a sabbatical leave, and/or it can be paid to the instructor at his or her request.

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/Legal Affairs of augmented sabbaticals that have been approved for the purpose of contract preparation and the amount by which the sabbatical shall be augmented.

## **2.16 SALARY CLASS TRANSFER GUIDELINES ON CREDIT CONTRACT AND REGULAR FACULTY SALARY SCHEDULES (Schedules 10, 23 and 13)**

### **2.16.1 Procedure for requesting salary class transfer**

- (a) Transfer from one class to the next, after initial placement, is based upon plans of transfer developed by the Academic Policies Committee and approved by the Committee and the District. Salary Class Transfers are made only once each academic year, effective Fall Semester.
- (b) Applications for Salary Class transfer are made available in the Human Resources/Legal Affairs Office.
- (c) Applications for Salary Class Transfer 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 Transfer.
- (e) Verification (transcripts) shall be filed with Human Resources/Legal Affairs at least one week prior to the first working day of the Fall semester for a Salary Class Transfer to be effective during that college year.
- (f) Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources/Legal Affairs 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.

## **2.16.2 Course work applicable to salary class transfer**

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

- (a) All units in one's major field will be counted; no duplication is allowed.
- (b) All units taken toward obtaining an educational credential may be counted.
- (c) All units outside one's major field but directly related to one's teaching field.
- (d) All units outside one's major field but required for a Master's or Doctor's Degree.
- (e) One-third of the allowable units per class transfer may be in general education elective courses.
- (f) Other courses must be approved by the Academic Policies Committee. Prior approval on courses in which a unit member plans to enroll should be obtained in order that s/he be assured his/her units will be applicable for advancement on the salary schedule.
- (g) Six units of undergraduate work 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. These undergraduate units are applicable only for class transfer. This provision is effective Fall 2002 and does not apply retroactively to coursework completed prior to that date.

### 2.16.3 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 transfer only and not for initial salary placement at the time of hiring.
- (d) Applications for class transfers as a result of approved non-course credit shall be made in accordance with the District's Salary Class Transfer Policy and Procedures (Section 2.16.2), 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 units 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 units career maximum.

## **2.17 GUIDELINES FOR ADMINISTRATION OF CREDIT ADJUNCT INSTRUCTORS SALARY SCHEDULE**

### **2.17.1 Adjunct (Part Time) Faculty Parity Pay**

2.17.1.1 Parity will be defined as 75% of the work commitment of full time credit instructors. The 75% figure is derived by allocating that portion of the commitment devoted to teaching, grading, student advisement and preparing for classes to the full time teachers workload. Comparable work thus means teaching, grading, student advising and preparing for classes. Parity is a goal required by the Chancellor's Office to be determined through negotiations but 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 60% of the hours per week of student contact considered a regular assignment for full time credit instructors.

2.17.1.2 Parity pay will be based on Column II, Steps 1-9 of the full time credit instructors' salary schedule. Parity will then be determined by adjusting the salary at Column II, Steps 1-9 of the full time credit instructors' salary schedule to equate to 75%. The hourly compensation level for each hour of teaching will then be determined by dividing the adjusted salary (75% of Column II, Steps 1-9 of the full time credit instructors' salary schedule) by 525 (35 weeks x 15 hours of teaching per week).

For example, for the 2007 calendar year parity (step 1 of 9) would be determined as follows:

Column II, Step 1	\$52,448
	<u>x 75%</u>
	\$39,336
Adjusted salary	<u>\$39,336</u> = \$74.93 (Hourly compensation level)
Divided by	525

2.17.1.3 Parity for non-standard instruction, such as laboratory instructors, counselors and librarians, will be defined using a separate but similar formula to that set forth above.

## 2.17.2 Salary Placement

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

2.17.2.1 New adjunct instructors are placed on Step One (1). Continuing adjunct instructors will advance one step on the salary schedule for each two adjunct or contract semesters in the Credit Program. Credit will be given for contractual service obtained after January 1, 1993. Beginning August 19, 2002, 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.

Effective Fall 2005, Step 7 and Step 8 representing 8 and 10 years of District service in credit programs will be applied.

Effective Fall 2006, adjunct instructors will be eligible for placement on Step 9 which represents 12 years of service.

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.

2.17.2.2 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.

2.17.2.3 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 payrate 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).

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

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

Placement:

Effective August 2005, 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 as part of the college's Continuing Education Division. 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.

### **2.17.3 Final Exams**

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

### **2.17.4 Doctoral Bonus For Adjunct Instructors**

2.17.4.1 Effective August 19, 2002, adjunct instructors with a doctorate earned and received from a fully accredited institution shall receive additional compensation as indicated on Schedule 11. Adjunct instructors with a foreign degree must be evaluated for an equivalency.

2.17.4.2 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/Legal Affairs 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.

### **2.17.5 Assistant Athletic Coaches**

The District will provide for the equivalent of twelve (12) Assistant Athletic Coaches. Effective January 1, 2007, Assistant Athletic Coaches will receive a stipend of \$4,480 for the entire sports season. Effective January 1, 2008, the stipend for assistant athletic coaches will be increased by the cost of living adjustment (unrestricted general funds) included in the signed 2007/08 state budget as reflected on the 2007/08 First Principal Apportionment document. The cost of such increase will be charged to the total cost of the compensation package for 2008 (see Section 2.0).

## **2.18 GUIDELINES FOR ADMINISTRATION OF FULL-TIME COSMETOLOGY CONTRACT AND REGULAR FACULTY SALARY SCHEDULE**

Salary placement on the Cosmetology program (Full-Time) Contract and Regular Faculty Salary Schedule shall be determined by the District according to the following criteria.

### **2.18.1 Definition of Classes**

Class I	Instructors with an Associate's Degree
Class II	Instructors with a Bachelor's Degree
Class III	Instructors with a Bachelor's Degree plus 30 units

### **2.18.2 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 credited 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. Credited 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/Legal Affairs Office 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.

**2.18.3 Work Year for Full-Time Cosmetology Contract and Regular Faculty**

The work year for full-time cosmetology contract and regular faculty shall include 25 extended work days in addition to the regular faculty work year of 175 days.

**2.19 GUIDELINES FOR ADMINISTRATION OF ADJUNCT COSMETOLOGY INSTRUCTOR SALARY SCHEDULE**

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

**2.19.1 Definition of Classes**

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

**2.19.2 Step Placement Advancement**

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

**2.20 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.

**2.20.1 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.

### **2.20.2 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/Legal Affairs 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

### **2.21 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.

#### **2.21.1 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.

### **2.21.2 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).

## **2.22 SUMMER SESSION PAY**

### **2.22.1 Summer Session Faculty/Instructors Salary (Schedule15)**

#### **2.22.1.1 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.

#### **2.22.1.2 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).

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

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

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

**2.22.1.6** Effective January 1, 2007, Schedule 15 will be increased by COLA adjustments based on 60% parity with Schedule 10 plus \$40,000 equally across all cells.

### **2.22.2 Summer Pay for Cosmetology**

Daily rates for Cosmetology Instructors for Summer Session pay are computed on the basis of base salary divided by the approved number of working days in the fiscal year.

## **2.23 POST-RETIREMENT EMPLOYMENT AGREEMENT**

Compensation for written post-retirement teaching assignments shall be a pro-rated 75% of the full-time credit contract and regular instructor salary schedule, measured at Class V Step 15 per TLU, with total compensation not to exceed the STRS earning limitation. This amount shall be increased at the beginning of each fiscal year by any increase to the base contract salary schedule.

## **2.24 UNDERPAYMENTS OR OVERPAYMENTS**

Proper salary class and step placement is a joint responsibility 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, that information should be brought to the attention of the District immediately.

In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement 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 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.

## **2.25 Guidelines for Administration of Lecture and Laboratory Compensation**

Laboratory instruction teaching load units (TLUs) will be rated as follows:  
1.21 lab hours per week per semester will be equal to 1.0 TLU in 2007.

## **2.26 Lab/Lecture Rate Pay Modification**

Effective with the beginning of the Fall 2007 semester, the District will increase the lab instructor pay by an aggregate amount of \$350,000 above the increases set forth elsewhere in this Agreement. The increase to be given to any particular lab class and the increase to be reflected in Salary Schedules 9 and 11 is to reduce the lab/lecture disparity.

## **2.27 Faculty-Management Study Group**

Effective upon implementation of this Agreement, a faculty-management study group will be established to examine the following issues of mutual interest:

- a. Adjunct faculty
  - 1) Modification of job description;
  - 2) Achieving parity pay of 75%;
- b. Increasing the number of full-time teaching faculty (75/25 goal);
- c. Lab/Lecture parity.

The study group will be composed of up to three (3) faculty members (one selected by the Academic Senate, two selected by the IA) and up to three (3) District administrators appointed by the Superintendent/President. The study group will have its first meeting within 30 days of the adoption of this Agreement and will meet no less than twice per month. This advisory group will operate by consensus, with a goal of making its recommendations to the parties by November 1, 2007.

## 2.28 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. Counselors  
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  
Head Librarian 20 extended days
6. Health Services  
Director, Student Health 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.

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. 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 for benefits, The District will provide the retiree's District contribution until the date the retiree 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.

### **3.2 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 casual employment.
- 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, 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 donee. 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/Legal Affairs Office a form authorizing and irrevocably assigning the donated leave to the donee 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; temporary unit members are not eligible to participate either as a donor or donee.
- 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 the Human Resources & Legal Affairs Office 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/Legal Affairs 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 donee.
- e) The donee 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 therefor.

**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 eighteen (18) 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 eight (8) hours per year of accumulated sick leave 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.

**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.
  - e. The District will not post or distribute any information which is defamatory of the Association or its personnel.
- 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, two (2) TLUs per semester release time to conduct association business. The Instructors' Association shall have the right to purchase from the District a maximum of 4 TLUs per semester at the appropriate hourly lab or lecture rate and provided there is no detriment to the academic program.
- 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/Legal Affairs, 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 , bypassing 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, in accordance with Section 13519 of the Education Code, an amount equal to 16 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. Except for the month of December, 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. The earliest semester that will constitute credit toward the four semester requirement is spring 2000.
- (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 (effective July 1, 1993).
  - 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 REAPPOINTMENT RIGHTS

Each department shall develop procedures for the approach it wants to take in hiring adjunct instructors by the start of the Spring 2008 Semester for implementation beginning in the Summer and Fall 2008 semesters. These proposed procedures shall be approved by the Department Chair and the Executive Vice President of Educational Programs. The Instructors' Association will review these procedures to insure consistency with this Article. The Vice President, Human Resource and Legal Affairs, will be responsible for certifying that the proposed procedures do not violate any district, state or federal policies or regulations pertaining to hiring adjunct faculty.

- 12.1 If a department does not develop procedures by the deadline set forth in Section 12.0, the Executive Vice President, Educational Programs and the President of the Instructors' Association (or designee) will develop procedures appropriate for that department.
- 12.2 The procedures that are developed by the departments for hiring adjunct faculty need to address how they will not adversely affect the college's commitment to diversify its faculty.
- 12.3 The procedures that are developed by the department must include criteria that assure that the adjunct faculty hired for the given assignment meets specified standards of performance. If two or more applicants meet these specified standards and possess the experience and skills best suited to teach the course(s) or assignments that are available, priority will be given to the adjunct instructor with the greatest amount of seniority in teaching courses or providing the student support services for the department, up to the number of TLUs or class sections the adjunct faculty member has taught or has provided student support services in the same term in the prior year.
- 12.4 The procedure developed by the department must provide flexibility to hire adjunct faculty that best meet the needs of students and the department, particularly in situations where the assignment is in a specialized and/or new area.
- 12.5 As part of the program review procedure, departments will be asked to assess the advantages and disadvantages of the process they developed for granting re-hire rights to adjunct instructors.
- 12.6 If appropriate, departments can make changes in their procedure which will need to be approved by the Department Chair, Executive Vice President of Educational Programs and then by the Vice President of Human Resources and Legal Affairs to certify that the proposed changes do not violate any district policies or state and federal regulations. The Instructors' Association will review these procedures to insure consistency with this Article.
- 12.7 If an adjunct faculty member believes that this procedure has been violated, he/she may file a grievance pursuant to Article 6, up to Level II of

the contract grievance procedure (ie., the decision of the Executive Vice President of Educational Programs is final and binding).

## **ARTICLE 13: COMPLETION OF MEET AND NEGOTIATION**

This Agreement constitutes the full and complete commitment between the parties.

- 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.
- 13.3 During the term of this Agreement, the Association expressly waives the right to negotiate any matters with respect to the following subjects: leaves of absence including sabbatical leaves; evaluation; academic calendar; work load and assignments; curriculum; organization, employment, duties and working days of certificated personnel; probation and tenure; salary class transfer; and academic title policy. The District will not develop or amend policy with respect to these subject matters nor the subject matters described in Title 5 Sections 53200 through 53204 of the California Code of Regulations (inclusive) during the term of this Agreement without following Shared Governance policies and practices, as described in the above referenced sections of the Code of Regulations and in District Policy 1205 through 1206.3 (inclusive) that provide for consultation with and reliance upon the Academic Senate. It is agreed and understood that excluding from this contract some subjects covered by the Rodda Act (California Government Code Sections 3540 et. seq) does not create the presumption that they will be excluded from future contracts.
- 13.4 During the term of this Agreement the Association expressly waives the right to negotiate any matters now included in the Rodda Act and not covered by this Agreement or by the foregoing paragraph and agrees that the District shall not be obligated to negotiate with respect to such subjects. However, it is expressly agreed and understood that with respect to such subjects they may be opened and negotiated upon the mutual agreement of both parties.
- 13.5 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 as described in section 12.3 above.
- 13.6 This Agreement shall not be altered, changed, added to, deleted from, or modified except through the mutual written agreement of the parties.

**ARTICLE 14:                      TERM**

This Agreement shall remain in full force and effect up to and including December 31, 2008, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than September 15, 2008, or September 15 of subsequent years, of its request to modify, amend or terminate the Agreement.

Date: May 24, 2007

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HOMER ARRINGTON  
President  
Santa Barbara City College  
Instructors' Association

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BRUCE BARSOOK, Attorney  
Chief Negotiator  
Santa Barbara Community College District

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JOHN ROMO  
Superintendent/President  
Santa Barbara Community College District

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LUIS VILLEGAS  
President, Board of Trustees  
Santa Barbara Community College District

## APPENDIX A

## DEFINITION OF CLASSES

(reference 2.9.4d)

- |           |     |   |
|-----------|-----|---|
| 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.

**2006/07**

Medical Coverage Waiver	\$2,000
Single	\$5,392
Two-party	\$9,141
Family	\$12,974

Notwithstanding the above, effective **January 1, 2007**, the District's contribution will be increased to the following amounts:

Single	\$6,054
Two-party	\$10,652
Family	\$15,248

**2007/08**

For the 2007/08 school year, the District will increase its contribution to any increase in the cost of insurance premiums by the average percentage increase to medical insurance premiums, up to 15%. Any excess cost will be the responsibility of the employee.

**2008/09**

For the 2008/09 school year, the District will increase its contribution to any increase in the cost of insurance premiums by the average percentage increase to medical insurance premiums, up to the percentage increase to the Cost of Living Adjustment (unrestricted general funds) included in the signed 2008/09 state budget. Any excess cost will be the responsibility of the employee.

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 the adjunct may be covered. There is no provision for the spouse or domestic partner or children to participate.

#### **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 50% of the premium toward SISC approved SBCC adjunct health insurance as defined above, provided however that the District’s costs will not exceed \$28,000 per year or \$1,000 per year per employee, whichever is greater. In the event the \$28,000 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 \$1,000 per year (\$100/month) per eligible employee.

#### **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 to initially enroll in the District’s adjunct health insurance program.
  - (b) Initial participation requires completion of six (6) of the eight (8) fall or spring semesters preceding enrollment at regular half-time adjunct employment or more each semester at SBCC.

- (c) Initial participation requires completion of the two consecutive semesters (fall/spring or spring/fall) of regular half-time adjunct employment at SBCC in the academic year immediately preceding the enrollment semester.
- 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 six (6) out of the eight (8) years (excluding summer teaching) preceding the implementation of this contract at half time work or more.
  - (b) The additional years of employment required for Tier II can be met by completion of at least 15 TLUs or the equivalent of half time or more each academic year.
- 3. Definitions: "Regular" work is defined by adjunct teaching/counseling/librarian assignments exclusive of any special assignments.
- 4. Note- the foregoing eligibility criteria are contingent upon approval of SISC. In the absence of approval from SISC, eligibility will be as set forth in the 2005-06 Agreement.

### **Continued Participation**

After enrollment, continued participation requires completion of at least 15 TLUs or the equivalent of half-time or more regular adjunct employment at SBCC each academic year. Summer session 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.

## **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 file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

- (1) Both persons have a common residence.
- (2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- (4) Both persons are at least 18 years of age.
- (5) Either of the following:
  - (A) Both persons are members of the same sex.
  - (B) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
- (6) Both persons are capable of consenting to the domestic partnership.

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

#### **II. Documentation Required to Receive Domestic Partner Coverage:**

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

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

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

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

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

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

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

### **IV. Enrollment Deadlines**

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

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

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

### **V. Premium Payment / Tax Consequences**

The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. STRS / PERS will not be withheld from or credited to this additional amount.

The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner's child(ren). If covering the Domestic Partner and the Domestic Partner's child(ren) increases the premium, the difference will be paid from the employee's wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner's child(ren) does not increase the current premium,

then the value of the health coverage for the Domestic Partner and the Domestic Partner's child(ren) will be reported as taxable income to the employee. If the difference between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee's includible income. The includible income will be reported on the employee's W-2.

**APPENDIX 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 (fill in years):

Fall	Spring	Summer	Fall	Spring	Summer
------	--------	--------	------	--------	--------

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

### Santa Barbara Community College District

<b>5.92% Schedule</b>					
<b>SCHEDULE 10 - CONTRACT INSTRUCTORS</b>					
<b>Effective 1/1/07</b>	<b>BA</b>	<b>MA BA +2</b>	<b>MA +45/15 units</b>	<b>MA +60/30 units</b>	<b>PhD MA +75/45 units</b>
<b>Step</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>
1	50,448	52,448	54,448	56,448	58,448
2	52,448	54,448	56,448	58,448	60,448
3	54,448	56,448	58,448	60,448	62,448
4	56,448	58,448	60,448	62,448	64,448
5	58,448	60,448	62,448	64,448	66,448
6	60,448	62,448	64,448	66,448	68,448
7	62,448	64,448	66,448	68,448	70,448
8	64,448	66,448	68,448	70,448	72,448
9	66,448	68,448	70,448	72,448	74,448
10	68,448	70,448	72,448	74,448	76,448
11	70,448	72,448	74,448	76,448	78,448
12	72,448	74,448	76,448	78,448	80,448
13		76,448	78,448	80,448	82,448
14			80,448	82,448	84,448
15				84,448	86,448

PHD = 2,522.00  
 252.20 10thly  
 210.17 12thly

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**Santa Barbara Community College District**  
**Salary Schedule 11**  
**Part-Time Hourly Credit Instructor Salary Schedule**

Step	Instruction		With PhD	
	Instruction		Instruction	
	Lecture	Lab	Lecture	Lab
01	67.43	50.57	70.39	52.79
02	70.00	52.50	72.96	54.72
03	72.58	54.44	75.54	56.66
04	75.15	56.36	78.11	58.58
05	77.72	58.29	80.68	60.51
06	80.29	60.22	83.25	62.44
07	82.86	62.15	85.82	64.37
08	85.43	64.07	88.39	66.29
09	88.01	66.01	90.97	68.23

**Santa Barbara Community College District  
Salary Schedule 9  
20.05 Effective 1/1/07**

**Part-Time Hourly Counselors and Librarians and Non-instruction**

Step	With PhD	
	Non-instruction	Non-instruction
	Lab	Lab
01	37.46	39.26
02	38.89	40.69
03	40.32	42.12
04	41.75	43.55
05	43.18	44.98
06	44.61	46.41
07	46.03	47.83
08	47.46	49.26
09	48.89	50.69

	Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Non-instructional pay rates	1	50,448	52,448	54,448	56,448	58,448
	2	52,448	54,448	56,448	58,448	60,448
7/8 of Class II, Step 1-9	3	54,448	56,448	58,448	60,448	62,448
divided by 1225 hours	4	56,448	58,448	60,448	62,448	64,448
	5	58,448	60,448	62,448	64,448	66,448
	6	60,448	62,448	64,448	66,448	68,448
	7	62,448	64,448	66,448	68,448	70,448
	8	64,448	66,448	68,448	70,448	72,448
	9	66,448	68,448	70,448	72,448	74,448
	10	68,448	70,448	72,448	74,448	76,448
	11	70,448	72,448	74,448	76,448	78,448
	12	72,448	74,448	76,448	78,448	80,448
	13		76,448	78,448	80,448	82,448
	14			80,448	82,448	84,448
	15				84,448	86,448

**Santa Barbara Community College District**  
**SALARY SCHEDULE 13**  
**Children's Center**  
**Contract Instructors**

			\$2,431 added to all Classes & Steps	Effective 1-1-07
	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	
1	34,988	36,381	37,770	
2	36,177	37,565	38,950	
3	37,353	38,741	40,149	
4	38,541	39,927	41,410	
5	39,727	41,111	42,495	
6	40,913	42,300	43,682	
7	42,091	43,407	44,868	
8	43,266	44,668	46,060	
9	44,466	45,839	47,225	
10	45,642	47,035	48,405	

**Salary Schedule 14 -- Children's Center**  
**Hourly**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
<b>01</b>	<b>19.99</b>	<b>20.79</b>	<b>21.58</b>
<b>02</b>	<b>20.67</b>	<b>21.47</b>	<b>22.26</b>
<b>03</b>	<b>21.34</b>	<b>22.14</b>	<b>22.94</b>
<b>04</b>	<b>22.02</b>	<b>22.82</b>	<b>23.66</b>
<b>05</b>	<b>22.70</b>	<b>23.49</b>	<b>24.28</b>
<b>06</b>	<b>23.38</b>	<b>24.17</b>	<b>24.96</b>
<b>07</b>	<b>24.05</b>	<b>24.80</b>	<b>25.64</b>
<b>08</b>	<b>24.72</b>	<b>25.52</b>	<b>26.32</b>
<b>09</b>	<b>25.41</b>	<b>26.19</b>	<b>26.99</b>
<b>10</b>	<b>26.08</b>	<b>26.88</b>	<b>27.66</b>

G:\Salary Tables\IA 2007 Salary Schedules\Salary Schedule 13-14Children's Ctr Contract Instructors

# Santa Barbara Community College District

## Salary Schedule 15 - Summer Session

### Contract Instructors

New schedule effective 1-1-07

7 TLUS equals a full load

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
01	1,020.00	1,064.00	1,108.00	1,153.00	1,197.00
02	1,064.00	1,108.00	1,153.00	1,197.00	1,241.00
03	1,108.00	1,153.00	1,197.00	1,241.00	1,286.00
04	1,153.00	1,197.00	1,241.00	1,286.00	1,330.00
05	1,197.00	1,241.00	1,286.00	1,330.00	1,374.00
06	1,241.00	1,286.00	1,330.00	1,374.00	1,418.00
07	1,286.00	1,330.00	1,374.00	1,418.00	1,463.00
08	1,330.00	1,374.00	1,418.00	1,463.00	1,507.00
09	1,374.00	1,418.00	1,463.00	1,507.00	1,551.00
10	1,418.00	1,463.00	1,507.00	1,551.00	1,596.00

## Santa Barbara Community College District

### SALARY SCHEDULE 23 Cosmetology Instructors Contract Instructors

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			added to all	
			<b>Classes &amp; Steps</b>	<b>Effective 1-1-07</b>
	<b>\$4,470</b>			

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	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
1	43,944	45,318	46,761
2	45,324	46,767	48,282
3	46,690	48,201	49,787
4	48,068	49,647	51,307
5	49,442	51,091	52,822
6	50,819	52,536	54,340
7	52,187	53,972	55,848
8	53,550	55,403	57,350
9	54,941	56,864	58,884
10	56,306	58,297	60,389

### Salary Schedule 24 -- Cosmetology Hourly

	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
1	28.70	29.60	30.54
2	29.60	30.54	31.53
3	30.49	31.48	32.51
4	31.39	32.42	33.51
5	32.29	33.37	34.50
6	33.19	34.31	35.49
7	34.08	35.25	36.47
8	34.97	36.18	37.45
9	35.88	37.14	38.45
10	36.77	38.07	39.44

G:Salary Tables/IA 2007 Salary Schedules/Salary Schedule 23 Cosmetology Contract & Hourly