

## MEMORANDUM OF UNDERSTANDING (MOU) - Draft #6a

In anticipation of possible state budget cuts for the 2008-09 fiscal year that would lead to a reduction of the College's total general fund revenue from all sources equal to three percent or greater of the total general fund revenue as shown in the District budget approved by the Governing Board on September 21, 2008, the SBCC Instructors' Association ("IA") and the Santa Barbara Community College District ("District") hereby agree to the following:

1. Upon adoption of this MOU by the membership of the IA, and if by the close of the work day on February 12, 2009 either:
  - a. There is no revised state budget for the 2008-09 fiscal year signed by the Governor, or
  - b. A revised 2008-09 state budget, signed by the Governor, would lead to a reduction of the College's total general fund revenue from all sources equal to three percent or greater of the total general fund revenue as shown in the District budget approved by the Governing Board on September 25, 2008,

a reduction in pay will be instituted for those SBCC employees for whom the SBCC Instructors' Association is the exclusive bargaining agent (ie. The "IA bargaining unit"). Such reductions in pay shall apply only to salaries agreed to for the 2008-2009 fiscal year. Absent any subsequent agreement between the SBCCIA and the District, all salaries for members of the IA bargaining unit shall be fully restored to the salary levels as agreed to for the 2008 calendar year in the 2007/08 SBCC District/IA Agreement.

2. For regular, probationary and temporary contract faculty this reduction shall not exceed 1.923% reduction of their gross annual compensation (i.e. base salary including longevity) for the 2008/09 fiscal year. For adjunct faculty who teach Spring Semester 2009, the reduction shall not exceed 1.923% of the contracted hourly rate (lecture and lab) times the contracted hours paid. For any adjunct paid by stipend such as auxiliary coaches, the reduction shall not exceed 1.923% of the stipend. In each of the above cited reductions, the percentage reduction shall be the same.

3. In exchange for the reduction in pay each full-time faculty member will accrue, on a one-time basis, five (5) additional sick days. Each part-time faculty member will accrue the number of sick hours equivalent to their number of hours taught per week during Spring 2009 semester.

4. The District agrees that there will be no "March 15" layoff or dismissal notices issued to any tenured members of the IA Bargaining Unit through June 30, 2009. Further the District agrees that there will be no changes to currently existing policies and procedures as related to the hiring and retention of temporary and adjunct faculty.

6. Any salary reduction resulting from this agreement shall be deducted as a pre-tax reduction in five (5) equal amounts from each affected faculty member's February, March, April, May, and June, 2009 paychecks.

7. If by the end of the 2008-09 fiscal year the general fund revenue from any and all sources to be received by the District for 2008-09 remains at or is restored to a level equal to or greater than the reduced level stipulated in #1b above, the pay reduction will be canceled and any compensation which has already been deducted will be paid back to each affected faculty member as a retroactive payment in the next practical pay period.

Also, in the event that at some time following the end of the 2008-09 fiscal year, the 2008-09 general fund revenue is restored to an equal or greater level than the reduced level stipulated in #1b above any 2008-09 pay reductions will be repaid to all affected employees retroactively.

In either case, should the pay cuts agreed to be fully refunded to all affected faculty members, the additional one-time sick leave grant agreed to in #3 above shall be waived and no such additional sick leave time will be granted.

8. The district agrees that if during the life of this Agreement, or thereafter, it grants to any other Union or group of employees any better terms or conditions in regard to salary reduction or restoration, such better terms or conditions shall be made available to the Instructors' Association and the employees/faculty covered by this Agreement, and the District shall immediately notify the Instructors' Association of any such concession.

9. This constitutes the full and complete agreement in the matter of 2008-09 salary reductions between the District and the SBCC Instructors' Association. This agreement shall not be altered, changed, added to or deleted from except by mutual agreement of all parties hereto.