AGREEMENT BETWEEN BOARD OF TRUSTEES SANTA BARBARA COMMUNITY COLLEGE DISTRICT AND THE SBCC Advancing Leadership Association

DATE: 7/1/2017

ALA Agreement 7/1/2017

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PREAMBLE

This Agreement contains the terms negotiated between the Santa Barbara Community College District and the Advancing Leadership Association concerning terms and conditions of employment for Management.

ARTICLE 1: REPRESENTATION

Section 1: Recognition

1.1 The Board of Trustees recognizes the Advancing Leadership Association group as the exclusive representative of those employees included in the Management Group. Membership includes Classified Managers, Classified Supervisors, and Educational Administrators.

Classified Managers are those classified administrators, regardless of job description, having significant responsibilities for formulating District policies or administering District programs other than the educational programs of the District.

Classified Supervisors are those classified administrators, regardless of job description, having authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.

Educational Administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

Section 2: Support of Agreement

2.1 The District and the Advancing Leadership Association group agree that it is to their mutual benefit to engage in interest-based resolution of differences through the interest-based negotiation process. It is further agreed that the District and Advancing Leadership Association will support this Agreement during the term of the Agreement set forth in Article 2.

Section 3: Effect of Agreement

3.1 The provisions of this Agreement constitute the full, complete and sole agreement between the Advancing Leadership Association and the District. The provisions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically provided herein, in a written signed amendment to this Agreement.

3.2 The Advancing Leadership Association will negotiate with the District in a time frame that is consistent with the District's other bargaining units.

3.3 Equitable Treatment: The District and ALA Leadership agree that in the event the District agrees to implement a more favorable across-the-board salary adjustment to the full time regular salary schedule of the Faculty Association or the CSEA agreement, the ALA membership shall receive the same increase.

Section 4: Forms

4.1 All forms mentioned in this Agreement are available through the Human Resources Office. All forms are subject to review and approval by the joint negotiation team.

ARTICLE 2: TERM

Section 1: Term

1.1 The Agreement shall be in full force and effect July 1, 2017 through June 30, 2020. Except as otherwise provided, the procedures set forth herein shall be the exclusive method by which this Agreement shall be modified during its term.

1.2 This Article shall not preclude the parties from mutually agreeing, during the term of this Agreement, to negotiate other matters and to modify this Agreement.

ARTICLE 3: RIGHTS OF ADVANCING LEADERSHIP ASSOCIATION REPRESENTATIVES

Section 1: Advancing Leadership Association Access

1.1 Authorized representatives of the Advancing Leadership Association shall be permitted to transact official business on college property and utilize District facilities at all reasonable times, provided normal room utilization procedures are followed and provided that such activities do not interfere with normal business operations.

Section 2: Information

2.1 The District shall make this Agreement available by posting it on the District website with the agreements from other District labor groups.

2.2 The District shall provide all managers with access to this Agreement within a reasonable amount of time after ratification by the Advancing Leadership Association and approval of the Board of Trustees.

2.3 During the term of this agreement, new management hires shall be provided access to this Agreement.

2.4 Any negotiated updates to provisions of this Agreement shall be communicated to the Advancing Leadership Association by the authorized representatives within a

reasonable period of time after ratification by the District and approval of the Board of Trustees.

Section 3: Advancing Leadership Association Representatives

3.1 The Advancing Leadership Association shall provide the District with the names of designated representatives and shall indicate their authorized area of responsibility. The District agrees to communicate with the designated representatives as submitted by the Advancing Leadership Association in all matters relating to grievance and the terms and conditions of employment as set forth in this Agreement.

ARTICLE 4: WAGES AND INCENTIVES

Section 1: Salary Schedules

1.1 Educational Administrator: <u>http://sbcc.edu/hr/salary_schedules_certificated.php</u>

1.2 Classified: <u>http://sbcc.edu/hr/salary_schedules_classified.php</u>

Section 2: Salary placement for new employees

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

0-23 months Step 1

24-47 months Step 2

48-71 months Step 3

72-95 months Step 4

96-119 months Step 5

120 months or more Step 6

A new employee may be placed on Step 7 due to extraordinary circumstances if approved by both the Area Vice President and the Vice President, Human Resources.

Section 3: Salary placement and process related to promotions

A unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the new salary range with credit given for directly related full-time paid experience as follows:

0-23 months Step 1

24-47 months Step 2

48-71 months Step 3

72-95 months Step 4

96-119 months Step 5

120 months or more Step 6

(1) Salary placement for promotions will guarantee not less than a 5% increase. A newly promoted employee may be placed on Step 7 due to extraordinary circumstances if approved by both the Area Vice President and the Vice President, Human Resources.
(2) A new anniversary date is established at the time the promotion becomes effective.

(3) The unit member will serve a 6-month probationary period to the new class.

Advancement on the new salary range will occur upon successful completion of the

established probationary period, and on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

A permanent employee in the classified service who vacated his/her position to accept a probationary promotion to a class in a higher level and who is rejected during the probationary period shall be reinstated to his/her former class of position unless the reasons for which he/she was terminated from the promotional position were such as to constitute cause for dismissal.

Appointment of a unit member to a class with a salary range equal to his/her current range shall not be considered a promotion and shall not warrant a salary increase.

Section 4: Service Increments

4.1 Longevity Eligibility

In determining eligibility for a longevity career salary increment, the calculation of service to the college will include all years of permanent service. No hourly service will be included in this calculation.

4.2 Ten years

A member of the ALA who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment at ten years equivalent to 5.0% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

4.3 Fifteen Years

A member of the ALA who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment at fifteen years equivalent to 10.0% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

4.4 Twenty Years

A member of the ALA who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for twenty (20) years, shall be granted a career increment at twenty years equivalent to 15.0% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

Section 5: Doctoral Stipend

5.1 A member of the ALA with an earned doctorate received from a fully accredited institution shall receive the doctoral bonus provided full-time faculty members. The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association (AMA).

Section 6: Professional Growth

6.1 ALA members are eligible to participate in the District Professional Growth Program. <u>http://sbcc.edu/hr/management-professional-growth-program.php</u>

Section 7: Course Enrollment

7.1 ALA members may enroll in job-related courses offered by the Professional Development Center or in physical education activity Health and Wellness courses (as defined by TOPS code). Up to an annual maximum, the fees associated with these courses will be paid by the Foundation for SBCC.

Section 8: Tuition Reimbursement

8.1 Subject to supervisor approval, the District will reimburse ALA members for tuition education expenses up to \$2,000.00 per year to complete courses that lead to an accredited degree. A District fund for this purpose will be established and total annual expenditures from this fund are not expected to exceed \$20,000. Guidelines to implement this benefit are attached as Appendix A.

ARTICLE 6: LEAVES OF ABSENCE

Section 1: Sick Leave

1.1 At the beginning of each fiscal year, the annual amount of sick leave granted under this section shall be credited to each member, as set forth below.

1.2 A full-time member will receive 96 hours of sick leave per year at a rate of equal to eight (8) hours per month.

1.3 Those members working less than full-time will receive sick leave hours at a prorated amount of sick leave.

1.4 Pay for any day of paid sick leave shall be the same as the pay which would have been received by the member had the member worked that day.

1.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be available to each member. Sick leave need not be accrued prior to

taking such leave and such leave may be taken at any time during the year. A new employee of the District may not use more than the proportionate amount of sick leave actually earned until the employee has reached the first day of the calendar month after completion of six (6) months of active service.

1.6 Unused sick leave may be accumulated without limit.

1.7 Upon retirement, information related to unused sick leave shall be communicated to the relevant retirement system (Cal PERS or Cal STRS) for the purpose of extending service credit. The determination of extended service credit is performed by the relevant retirement agency, not by the District.

1.8 A member who is absent for six (6) consecutive working days will be required to present a physician's statement stating the general nature of the illness or injury and the date the employee is able to return to work.

Section 2: Extended Sick Leave

2.1 At the beginning of each fiscal year, each full-time manager shall be credited with a total of 100 working days of paid sick leave which shall be compensated at not less than 50% of the manager's regular salary. Extended sick leave provides paid leave following exhaustion of fully-paid sick leave, and may only be used for the personal illness or injury. This leave does not accumulate.

2.2 In accordance with Education Code Section 87780 and 88196, ALA members are entitled to use of extended sick leave.

2.3 The amount a manager is paid while such leave is running shall not exceed the employee's regular pay. The use of extended sick leave must be preceded by a physician's statement stating the general nature of the illness or injury and the anticipated date the member will be able to return to work.

Section 3: Bereavement Leave

3.1 Every ALA member shall be granted necessary bereavement leave not to exceed five (5) days on account of the death of any member of his/her immediate family, as defined in 3.4.

3.2 No deduction shall be made from the salary of a member granted a bereavement leave, nor shall such leave be deducted from any other leaves.

3.3 Additional bereavement leave, not to exceed six (6) days, may be allowed. If allowed by the area Vice President, the days shall be deducted from the member's accumulated sick leave.

3.4 Members of the immediate family shall include:

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

3.5 It shall be the manager's responsibility to verify a bereavement leave upon return to work. The initial five days of bereavement leave stands alone and shall not be deducted from other leave entitlements.

Section 4: Catastrophic Illness Leave Donation Program

4.1 Purpose: The purpose of this program is to allow permanent ALA members to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees (in any unit) who have completely exhausted all paid leave benefits due to their illness/injury or that of an immediate family member as defined by 3.4 in this agreement. The program is voluntary.

4.2 Contributions: Consistent with the guidelines that follow, any ALA member may donate up to five (5) days of accumulated sick leave to another eligible college employee (ALA member, confidential employee, CSEA unit member or IA full time faculty member) who has suffered a long-term catastrophic illness or injury and has exhausted all available paid leave benefits due to their own illness/injury or that of an immediate family member as defined by 3.4 in this agreement. Donations must be for a minimum of one day (based on the donating employee's assignment). Donations are irrevocable; unused days are retained by recipient. Terminating employees may donate up to six (6) days of accumulated sick leave.

- 1. The donating employee must, after the donation, retain a minimum of two years' worth of accumulated, unused sick leave from prior accumulations.
- 2. The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the recipient employee.

4.3 Eligibility: ALA members shall be eligible to request the donation of other SBCC employees' sick leave subject to the following conditions and limitations:

- 1. The employee is a permanent Advancing Leadership Association employee of the college.
- 2. The employee suffers from a non-industrial, catastrophic illness or injury (as determined by the treating medical professional) 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 an additional 30 days).

Also creating eligibility to request donations is if an immediate family member (as defined by 3.4 in this agreement) suffers from a non-industrial, catastrophic illness or injury (as determined by the treating medical professional) which for a period of not less than one hundred (100) work days has caused the employee to be absent 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). The District employee is absent due to the illness and needs of their family member, not due to their own illness or injury.

- 3. The employee requesting donations has exhausted all of his/her available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on leave shall be used before donated leave.
- 4. The maximum number of donated days which may be utilized by one employee for a single catastrophic illness or injury shall not exceed 125 days.
- 5. Each employee shall be limited to one donation request per fiscal year.
- 6. Donations may only be accepted during a two (2) week window period.
- 7. Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and employees receiving leave.

4.4 Administration:

- 1. Applications for benefits shall be submitted to the Human Resources Department on a District form.
- 2. The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.
- 3. After verifying the employee's eligibility, Human Resources will announce a request for sick leave donations to be submitted to the payroll department during a two week window period. A District request form must be used.
- 4. Donated sick leave not used prior to the employee's return to service shall be retained by the recipient.

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

Section 5: Jury Duty Leave

5.1 The District agrees to grant ALA employees called for jury duty leave of absence without loss of pay for the time the employee is required to perform jury duty during the members regularly assigned working hours. Any fees received from jury service rendered during any portion of the member's regularly assigned work hours shall be submitted to the Payroll Department. ALA members called to jury duty service must submit proof of attendance as provided by the court in order to receive regular full pay.

5.2 Upon release from jury duty during regularly assigned hours, the manager must return to work if at least four (4) hours remain in his/her work day.

5.3 ALA employees called for jury duty shall notify their Supervisor of anticipated service date(s) upon receiving the formal notice from the officer of the court.

Section 6: Personal Necessity Leave

6.1 A maximum of ten (10) days of absence per fiscal year for illness or injury leave earned pursuant to the sick leave provisions of this Agreement, may be used by the member at his/her election, in case of personal necessity, for any of the following:

- Death of a close personal friend or a member of the ALA employee's family not defined as "immediate member of the family" (section 3.4) when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.
- 2. Accident involving the ALA employee person or property, or the person or property of a member of the immediate family. For purposes of this section, immediate family is defined in Section 3.4 of this Agreement.
- 3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with lawful jurisdiction.
- 4. When circumstances permit, managers are required to request approval for use of personal necessity leave in advance from their immediate Supervisor.

- 6.2 It shall be the manager's responsibility to verify the nature of the absence, if applicable, immediately upon return.
- 6.3 Personal necessity leave is deducted from sick leave.

Section 7: Military Leave

7.1 Employees of the District shall be granted military leave to which they are entitled under applicable laws.

7.2 ALA members shall be required to request military leaves in writing from their Supervisors and, upon request, to supply the District with orders and status reports.

Section 8: Leaves of Absence without Pay

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

8.2 A leave of absence shall be granted only to a member who desires to return to management service after completion of the leave of absence and who, at the time the leave is granted, has a satisfactory service record as determined in the sole discretion of the Superintendent (for leaves that do not exceed thirty (30) calendar days or the Board of Trustees (for leaves that exceed thirty (30) calendar days).

8.3 A leave of absence without pay may be granted to a member for any of the following reasons: (1) To attend school or college or to be trained to improve the quality of his/her service; (2) If temporarily incapacitated by illness; (3) If he/she is loaned to another governmental agency for the performance of his/her specific assignment; (4) or other reasons authorized by the Superintendent or the Board of Trustees.

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

Section 9: Vacation

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

9.2 A new employee may not take vacation until the first day of the calendar month following six months of continuous service with the District, unless the employee obtains written prior approval of the employee's supervisor to use vacation days before that time. Each regular full-time employee shall be entitled to vacation leave with pay, subject to the following provisions:

- a. From the employment date of full-time service, employees earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.
- b. After the completion of seven years of full-time service, employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.
- c. After the completion of twelve years of full-time service, employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.

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

9.4 No payment in lieu of taking vacation shall be paid to any unit member, except upon separation from employment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of separation.

9.5 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor.

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

- a. If the illness or bereavement is for three (3) consecutive days or more; and
- b. If the illness or bereavement is such that had the unit member been working, he/she would have been absent on sick or bereavement leave; and
- c. If the request if filed with Human Resources within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and, if the request fully outlines the reasons for the request and is fully substantiated by verification from a medical professional in the case of illness. When all or part of

a member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the member's accrued vacation balance. If possible, he/she shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.

ARTICLE 7: HEALTH AND WELFARE BENEFITS

The term "Health and Welfare Benefits" includes medical, dental, vision, life and income protection (long-term disability) insurances.

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

1.2 Participation will be available for domestic partners pursuant to Article 17.

ARTICLE 8: LAYOFF – CLASSIFIED MANAGERS

Section 1: Layoff

Layoffs may occur for lack of work or lack of funds. Normally such layoffs will be effective at the end of a fiscal year. An employee subject to layoff will be given at least sixty (60) day written notice before the layoff will be effective.

1.1 Order of Layoff

Whenever a group member is laid off, the order of layoff within the class shall be determined by length of service. The group member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. For purposes of this section, "length of service" shall be determined by the date a group member first entered into probationary status in the classified service of the District. Seniority in a particular class shall be determined by the hire date in that class. "Length of service" shall include all service in paid status and military leave of absence.

1.2 Time in the Class

- a. An employee who is changed from one job classification to another (due to promotion, reassignment, or reclassification) shall have his/her seniority in the new class begin on the date of the change in classification.
- b. Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases where demotion has occurred. In these cases, the employee's seniority shall be computed from the date of his/her earliest entrance into the former classification.
- c. For purposes of this Agreement, seniority for employees who have been reclassified as a result of the implementation of the 2011 Ewing Study shall be treated in the same manner as set forth in subsection (b) above.

- 1.3 Rights of Employees upon Layoff
 - a. A reemployment list for each class subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.
 - b. The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class, plus higher classes, and they shall be re-employed in accordance therewith as vacancies occur in the class for which the list has been established.
 - c. Persons on a layoff reemployment list will be re-employed over all other candidates for the position vacancy except for re-employment list established in accordance with the provisions of Education Code Sections 88191 and 88195 when those lists were established after the layoff was affected.
 - d. Offer of Reemployment. When a vacancy occurs in a class for which layoff reemployment list has been established, the senior employee will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain his/her position on the list. If he/she twice declines an appointment, his/her name will be removed from the list and he/she forfeits all rights to which he/she would otherwise be entitled.
 - e. An employee required to be laid off may be assigned to a position vacancy in another class for which he/she is qualified. Such assignment will not be made on previous length of service, but if so assigned, salary schedule placement will be made on the basis of prior service. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will be counted only from the time of assignment to the position. Assignment to a position vacancy in another class under this Article does not affect the employee's layoff rights under other subsections.
 - f. Rights Upon Re-employment. A person reemployed from a layoff list will, upon resumption of his/her duties, be fully restored as a permanent employee and the break in service will be disregarded.
 - g. Acceptance of Substitute or Short-Term Employment. An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list may be re-employed as a substitute or short-term employee (as that latter term is defined in Education Code section 88003) in any class for which qualified and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment. The District will attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their relative seniority but are not bound by seniority.
 - h. Displacement Rights.

- An employee in the classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to displace an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- 2) A classified employee who is displaced by an employee with greater seniority shall have displacement rights as though he/she had been laid off for lack of work or lack of funds.
- i. Any reduction in regularly assigned hours shall be considered a layoff under the provisions of this Article.
- j. Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
- k. The foregoing represents the agreement between the parties regarding the impact of layoffs (and/or a reduction in hours). As such, the District will not be obligated to engage in any additional negotiations regarding this subject in the event future layoffs are implemented.

ARTICLE 9: LAYOFF PROVISIONS

Section 1: Layoff for Lack of Work or Funds

1.1 Whenever it is necessary because of lack of work or funds, as defined in the California Education Code, to reduce the number of Educational Administrators or Classified Managers, the Board of Trustees may lay off employees pursuant to this Article.

Section 2: Assignment of Duties

2.1 The duties performed by any Educational Administrator or Classified Manager laid off may be assigned to any other Educational Administrator or Classified Manager.

Section 3: Grounds for Layoff

- 3.1 The following are grounds for layoff:
- 1. Lack of work.
- 2. Lack of funds.

Section 4: Notice of Action

4.1 As soon as practicable following a decision by the Board of Trustees to layoff an Educational Administrator or a Classified Manager, the District shall send to the affected employee(s) a written notice, in a form similar to that set forth below, specifying the grounds for layoff and notifying the employee(s) of their appeal rights. The notice shall be sent via United States mail to the employee's home address on record with the District. While the notice should be mailed as soon as practicable following the action by the Board, in no event shall the notice be mailed later than ten (10) business days following the Board action. Failure to comply with this date shall not invalidate the Board's action or entitle the employee to continued employment. In the event that the District does not mail the required notice on time, the employee shall, by way of penalty, be entitled to a sum equal to the employee's daily compensation (including the value of any benefits) for each business day beyond the ten (10) business days notice period. This amount shall be capped at and not exceed a sum equal to five (5) days of compensation.

4.2 The following form may be used to notify an Educational Administrator or Classified Manager that he/she has been laid off pursuant to this Article.

1. On [date], the Board of Trustees voted to lay you off due to:

Section 3.1.1 - lack of work

Section 3.1.2 - lack of funds

- 2. You may appeal this decision pursuant to Article 12.
- 3. A notice of appeal must be filed within ten (10) business days of the date of this notice. Failure to comply with this requirement will result in the dismissal of your appeal. Your notice of appeal must be on the Notice of Appeal of Layoff form attached to this letter. It must be filed with the Vice President of Human Resources either by personal delivery or United States Mail. Notice is complete on receipt by the Vice President of Human Resources.

Section 5: Retreat Rights

5.1 An Educational Administrator who loses his/her employment as a manager or supervisor shall have retreat rights in accordance with Education Code sections 87355, 87454, 87458, 87459.

ARTICLE 10: MANDATORY BUY OUT OF EMPLOYMENT - EDUCATIONAL ADMINISTRATORS

Section 1: Mandatory Buy Out of Employment

1.1 The Board of Trustees shall have the right to buy out an existing term of appointment without the consent of the Educational Administrator under the following provisions. Any employee subject to such buy-out shall retain his/her retreat rights established by Education Code sections 87355, 87454, 87458, and 87459.

Section 2: Terms of Buy Out

2.1 The amount of compensation shall be governed by Government Code sections 53260-53264. In the event that Government Code sections 53260-53264 are repealed, the parties shall negotiate a provision setting forth the amount of compensation an Educational Administrator may receive in the event of a mandatory buy out.

Section 3: Notice of Decision to Buy Out

3.1 An Educational Administrator shall receive a minimum of two weeks written notification of a buy-out or by March 15, of the final contract year. At the sole discretion of the Board of Trustees, the Educational Administrator may be placed on paid administrative leave, effective the date of notification or such other date as the Board may determine.

Section 4: Limitation on Right of Mandatory Buy Out

4.1 The Board of Trustees may not buy out the appointment of an Educational Administrator without the consent of the administrator after March 15, of the last contract year.

Section 5: Mandatory Buy Out as Resignation

5.1 A mandatory buyout shall be equivalent to a voluntary resignation from the administrator.

ARTICLE 11: LENGTH OF INDIVIDUAL EMPLOYMENT APPOINTMENT -- EDUCATIONAL ADMINISTRATORS AND CLASSIFIED MANAGERS

Section 1: Individual Employment Appointment

1.1 Educational Administrators shall be employed pursuant to an appointment by the Board of Trustees. The length of employment shall be specified in the Board action approving the appointment of each administrator.

1.2 Classified managers shall be employed pursuant to an appointment by the Board of Trustees.

Section 2: Length of Appointment

2.1 The length of the first appointment of an Educational Administrator shall be one (1) year from the date of appointment. All subsequent appointments, without a break in service, may be made for up to a three (3) year period. The District may make one (1) year appointments where the performance of the educational administrator is such that the District is unwilling to make a three (3) year appointment. In such cases, the District must provide the educational administrator with the reasons in writing and a remediation plan. The remediation plan should be a plan developed in consultation with the affected manager.

2.2 The length of the first appointment of a Classified Manager shall be one (1) year from the date of appointment. After such time the employee becomes permanent pursuant to California Education Code 88013.

Section 3: Contract Renewal

3.1 The renewal of an appointment of an Educational Administrator shall be authorized by the Board of Trustees.

Section 4: Non-Renewal of Appointment

4.1 The failure to renew an appointment of an Educational Administrator may be with or without cause, for any reason not prohibited by law.

Section 5: Notice of Non-renewal

5.1 On or before March 15 of the final year of an individual appointment, the District shall provide Notice of Non-renewal. Such notice shall be sent by United States mail to the manager's home address on file with the District with a postmark no later than March 15.

5.2 For educational administrators employed under contract longer than one year, California Education Code 72411(b) requires that the notice of non-renewal be given at least six months in advance of the expiration of the appointment or contract.

Section 6: Contents of Notice of Non-renewal

6.1 The Notice of Non-renewal shall state that the Educational Administrator's appointment is not being renewed and the expiration date of the appointment. The following language may be used:

"You are hereby notified that the Board of Trustees will not be renewing your appointment. Your last day of employment as an Educational Administrator is "

Section 7: Retreat Rights Following Non-Renewal of Appointment

7.1 An Educational Administrator whose appointment has not been renewed shall have retreat rights to a faculty position if they meet the requirements as defined in the California Education Code 87458.

Section 8: Appeal of Decision Not to Renew Appointment

8.1 The decision by the Board of Trustees not to renew the appointment of an Educational Administrator cannot be appealed or grieved, except as allowed in the other sections of this agreement. Allegations that an administrator was denied or did not receive specific procedural rights required by the agreement may be grieved. The time to file such a grievance shall commence on the day of mailing of the Notice of Non-renewal.

ARTICLE 12: GRIEVANCE PROCEDURE

Section 1: General

1.1 A grievance is a claim by one or more employees in the ALA that there has been a misinterpretation, misapplication, or violation of a provision of this Agreement.

Section 2: Purpose

2.1 The purpose of the grievance procedure is to attempt to secure an expeditious and equitable solution to a contract interpretation or application problem in a manner consistent with this Agreement.

Section 3: Process

3.1 The grievance must be initiated by the employee represented by the Advancing Leadership Association within fifteen (15) days of the occurrence of the act or omission

giving rise to the grievance or the time when the grievant should have reasonably discovered the events on which the grievance is based. Grievances must be filed with the office of the Vice President of Human Resources.

3.2 A day is defined as any day the administrative offices of the college are open.

3.4 The ALA, either on its own behalf of the affected employees, may initiate a grievance at Step 2 (Formal Level) if it affects employees in more than one location.

Step 1 – Informal Level

The collaborative process encourages ALA employees to solve the grievance at the lowest level. The informal level is a meeting between the grievant and his/her manager to attempt to resolve the grievance. The employee has the right to ALA representation if requested.

Step 2 – Formal Level

If there is no satisfactory resolution, the grievant, a representative of the ALA (if

requested), and the next level manager will meet to attempt to solve the grievance.

Step 3 – Vice President of Human Resources

If there is no satisfactory resolution at Step 2, the grievant, a representative of the ALA (if requested), the next level manager, and the Vice President of Human Resources or designee will meet to attempt to resolve the grievance.

Step 4 – Superintendent/President Review

If there is no satisfactory resolution at Step 3, the ALA may request review by the President or designee. If Presidential review does not resolve the issue, then the ALA may proceed to Step 5 – Mediation. If the ALA does not advance the grievance to Step 5 – Mediation, the decision of the President or designee shall be final.

Step 5 – Mediation

- 1. The impartial mediator shall be selected jointly by the Advancing Leadership Association and the District within ten (10) days of receipt of the written request.
- 2. The fees and expenses of the mediator shall be paid by the District.

Section 5: Timelines and Process Protocols

5.1 There will be ten (10) days each at Steps 1, 2, and 3 unless consensus is reached to extend the time limits. Request for mediation must be made within ten (10) days of receipt of Presidential review.

Section 6: Release Time

6.1 An employee and his/her designated Advancing Leadership Association representative shall be given reasonable release time when it is necessary to conduct the functions during on-duty time for processing grievances. Consideration will be given to job coverage for such release time.

Section 7: Right to Representation

7.1 All employees have the right to be represented at all stages of the grievance procedure by representatives of the Advancing Leadership Association.

Section 8: Documents and Recordkeeping

8.1 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.

ARTICLE 13: DISCIPLINE AND DISCHARGE

Section 1: Board Policy and Administrative Procedure under revision

Relevant Board Policy and related Administrative Procedures are BP/AP 7365 Discipline – Classified Employees and AP 7250 Academic Employees: Educational Administrators.

ARTICLE 14: PERSONNEL FILE

Section 1: General Provision

1.1 There shall be one (1) official District personnel file for each manager maintained in the District's Human Resources office. Files will be maintained in accordance with the California Education Code.

Section 2: Usage of Personnel File

2.1 Only materials in the official District personnel file shall be used in any proceeding affecting the status of the manager's employment with the District.

Section 3: Access to Personnel Files

3.1 A manager may, by advance request, inspect his/her personnel file in the Human Resources office during normal business hours.

3.2 Personnel files will not be removed from the Human Resources Office.

ARTICLE 15: PROBATIONARY EVALUATION & PROGRESS REPORTS

Section 1: Probationary Managers

1.1 Initial probationary period for a new hire or a promotion from the classified unit is 12 months. The probationary period for a promotion within the unit is 6 months.

1.2 During the probationary period after initial hire or after a promotion, the numerically based performance evaluation document and process will be used.

Section 2: Permanent Managers and Educational Administrators

2.1. A formal progress report will be prepared by supervisor and self-evaluation by manager at least every three years.

2.2 The progress report and the self-evaluation will be reviewed and signed by the area vice president, executive vice president, or President based on one-over-one reporting relationships prior to submission to Human Resources.

2.3 Progress reports are to be prepared by the manager and supervisor simultaneously and shared simultaneously.

2.4 Human Resources will send out the link to the writing guide/prompts 6-8 weeks prior to when the progress reports are due in Human Resources.

ARTICLE 16: EARLY RETIREMENT INCENTIVE PROGRAM

Section 1: Eligibility

1.1 A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.

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

Section 2: Medical

2.1 The District will contribute the specified premium amount for the retiree's District group medical and dental plan up to a maximum of \$5,755 annually.

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

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

2.4 Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District health insurance program at the time of the employee's death may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the retiree's District contribution until the date the retiree would have reached age 65 or for 6 months from the date of death whichever is less.

Section 3: Employment with the District

As part of the District's Early Retirement Incentive Program, the District may employ Group retirees on a part-time basis in accordance with the provisions and limitations of Section 23919 of the Education Code and CALPERS/CALSTRS.

ARTICLE 17: DOMESTIC PARTNER COVERAGE PROCEDURES

Section 1: Eligibility

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

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

- a. Both persons have a common residence.
- b. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- c. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- d. Both persons are at least 18 years of age.
- e. Either of the following:
 - 1) Both persons are members of the same sex.

- 2) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sex may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
- f. Both persons are capable of consenting to the domestic partnership. Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

2. Documentation required to receive Domestic Partner Coverage: In order to receive benefits as a Domestic Partner, the employee and the Partner must:

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

Section 2: Documentation

2.1 Documentation Required for Change in Status of Domestic Partner Coverage

The employee must notify Human Resources in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership. In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file a State of California Termination form with the Human Resources 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.

Section 3: Enrollment Deadlines

3.1 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. 3.2 An employee will not be required to wait unit 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.

3.3 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 difference 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 and the difference will be included in the employee's W-2.

APPENDIX A: Tuition Reimbursement

Procedures for Advanced Degree Study

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

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

Procedures:

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

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

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

Eligible ALA members who do not receive their full \$2,000 reimbursement for the year may carry over unmet reimbursement requests for a following year.

An ALA member is eligible to apply for a maximum of 4 years of tuition reimbursement while employed by the College. Unmet carryover requests do not count toward the 4 year maximum.

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

Appeals may be made to a committee consisting of the Executive Vice President, Educational Programs, the Vice President, Human Resources, and the Vice President, Business Services. The decision by the Vice Presidents will be final.

APPENDIX B: HEALTH AND WELFARE BENEFITS

 The District will provide for each full-time eligible ALA member up to the following sum of money for payment of premiums for mandatory health and welfare benefits. This amount shall be prorated for eligible unit members who work less than full-time, but half-time or more. These District allocation sums are effective October 1, 2017:

Medical Coverage Waiver	\$2,000
Single	\$8,816
Two-party	\$16,893
Family	\$23,679

Any excess cost will be the responsibility of the employee.

- 2. Mandatory health and welfare benefits will include:
 - a. The District medical plan (except for verified comparable spousal coverage)
 - b. The District life insurance plan
 - c. The District income protection plan, which will be provided at a payment rate of two-thirds of an employee's regular salary, up to a maximum of \$5,000 per month
 - d. The District dental plan (minimum coverage is employee only), provided however, dental insurance is not required if the employee waives medical insurance (per Section 2(a) above).
- 3. If the total cost of the mandatory benefits is less than the District's contribution, the unit member relinquishes that unused amount (except for waivers).
- 4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee's flexible benefit plan account will be paid by the participating employee.
- 5. The 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 ALA member shall be individually responsible for the difference.
- 6. ALA 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

ALA Reclassification Request Process and Procedure

Definitions:

"Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and the regular monthly salary ranges for each such position.

"Reclassification" means the upgrading of a position to a higher classification as a result of the gradual accretion of new duties and responsibilities over time, since the last approved reclassification of this position.

Reminders:

The position will be reviewed, not the person serving in the position. Positions are classified, incumbents are not.

Reclassification should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition or promotional system.

Assuming duties on one's own authority does not constitute a basis for reclassification.

Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but will not be considered a basis for reclassification.

An increase in workload is not a basis for a reclassification.

Procedure:

ALA Agreement 7/1/2017

The first window period for submission of reclassification requests to HR will be the month of October, 2017. Going forward, the deadline for reclassification requests will be established annually by the **Reclassification Review Panel**. Employees shall be notified in a timely way prior to the annual window period.

The request for reclassification is initiated by the employee. The Vice President - Human Resources must receive a completed "Reclassification Request Form" in order for the reclassification request to be considered. Upon receipt, a copy of the employee request form and the manager review form will be sent to the manager for review and input. Reclassification request forms received after the close of the annual window period can not be considered and will be returned to the initiator.

Reclassification Review Process:

The Vice President - Human Resources shall facilitate the review process, serve as a resource to the panel, and serve as a panel member. The **Reclassification Review Panel** will be composed of two additional managers recommended by the VP-HR and approved by the Superintendent/President, and ALA leadership and three additional CSEA representatives, appointed by the CSEA Chapter Executive Committee.

To avoid conflicts of interest, **Panel** members may not submit a request for reclassification consideration for their own position while serving as a **Panel** member. Management **Panel** members cannot vote in the review process for positions in their <u>immediate</u> area of supervision.

The **Panel** shall review written reclassification request forms (described above), and may request other supporting documents, and may hear presentations from the employee, immediate manager, and/or reviewing manager.

The **Panel** will review the documents, consider oral presentations and discussions, analyze information presented about additional responsibilities against the employee's existing classification description. Based on this information, the **Panel** may determine:

- a) modifications to the classification description as described by the employee and manager do not merit reclassification consideration or
- b) new responsibilities are of sufficient magnitude to warrant reclassification consideration.

If a new classification is indicated, the Vice President – HR will complete the

classification study and salary analysis consistent with the Ewing Factor System and submit it to the **Panel** for agreement. These Panel recommendations will be reviewed by the Superintendent/President before being advanced to the Board consent agenda.

Recommendations for Salary Changes:

Incumbents shall be placed on the new salary level consistent with standards agreed upon between Santa Barbara City College and ALA Leadership.

Except, if the recommendation results in a recommendation for a lower salary level, the current incumbent(s) will be grandpersoned at the higher, existing salary level. In no reclassification circumstance will an incumbent experience a salary reduction.

Appeal Process for Denied Reclassification Request:

The employee may appeal the **Panel** decision by requesting to meet with the **Panel** to present his/her justification face-to-face. If this meeting fails to change the decision of the **Panel**, the decision of the **Panel** is final.

An employee whose position has been reclassified is ineligible for subsequent reclassification in that position for a period of two years from the effective date of such reclassification. An employee whose application for reclassification is denied is ineligible for reconsideration on the basis of the same or similar justifications in the succeeding annual reclassification cycle following the denial.

Action and Effective Date:

Reclassification requests that result in changes to the classification description and/or job title shall become effective as soon as the Board of Trustees approves the revised classification description and/or job title. Reclassification requests that result in a salary upgrade will become effective no later than the first day of the month following Board approval and authorization. There will be no retroactive compensation consideration.

ALA RECLASSIFICATION REQUEST FORM TO BE COMPLETED BY EMPLOYEE

EMPLOYEE NAME:					
CURRENT CLASSIFICATION:					
MANAG	GER: DEPARTMENT:				
•	Indicate the duties you are performing on an on-going basis which you believe to be outside of your current classification.				
	(Attach additional pages if necessary)				
•	When did you begin performing these outside duties on an on-going basis?				
•	Approximately what percentage of time do you spend performing each outside duty?				
•	Indicate the duties that you are no longer performing because the outside duties are expected of you.				
•	Approximately what percentage of time do these outside duties represent?				

•	How do these outside duties affect the qualifications (knowledge, abilities, education, experience, licenses)
	for your classification?

• How do these outside duties change your overall responsibility and authority?

• In your opinion, is there an existing classification that adequately describes (an 80% match) your current duties and responsibilities? *

• If so, what is the name of this classification? If not, what would you suggest for this proposed new classification? *

* This determination will be made by the Reclassification Review Panel, but your opinion about this is important.

Employee's Signature

Date

RECLASSIFICATION REQUEST MANAGER'S REVIEW AND INPUT FORM TO BE COMPLETED BY MANAGER

Name of employee requesting reclassification consideration:

How long have you been the manager of this employee?

Do you agree that the employee is performing the additional duties indicated on this form?

 \Box Yes \Box No

Do you agree that these new duties have been performed by the employee consistent with the date/timing indicated?

🗆 Yes 🗆 No

If you do not agree, please explain your disagreement:

Comments/additional information for Panel consideration:

Manager's Signature	Date	
Reviewing Manager's Signature	_ Date	
VP/EVP's Signature	Date _	

For Advancing Leadership Association	For District
1200	Patricia English 6/12/17
Daniel C. Watkins	Patricia English
Representative	V.P. Human Resources
Jan 6/12/17	They man 6/12/17
Kenley Neufeld	Lyndsay Maas
Representative	V.P. Business Services
Ja Hhlle 06/12/17	
Jason Walker	
Representative	