

AGREEMENT  
between the  
CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

and its

CHAPTER 289

and the

SANTA BARBARA COMMUNITY  
COLLEGE DISTRICT

Santa Barbara, California



July 2021- June 2024

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**PREAMBLE**

This Agreement is made and entered into this 7th day of November, 2022, by and between the Santa Barbara Community College District (hereinafter referred to as “District”) and California School Employees CSEA and its Santa Barbara City College Chapter #289 or its successors (hereinafter referred to as CSEA).

## **Article 1: RECOGNITION**

1.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for that unit of employees recognized and defined by the District per its Resolution No. 25 (1975-76) dated April 22, 1976, which is incorporated herein, and attached hereto. The unit includes all employees in classified positions who are a part of the classified service, who are in or have completed the probationary period of the District, who receive personnel benefits, and who work twenty (20) hours or more per week. The aforesaid positions are described in Appendix A which is attached hereto and made a part hereof.

1.2 All newly created positions meeting the above specifications, except those that are Certificated, Management, Confidential or Supervisory, shall be in the bargaining unit.

1.3 Disputed cases may be submitted by either the District or CSEA to the Public Employment Relations Board in accordance with Government Code Section 3545.

## **Article 2: DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as defined in Public Contract Code Section 20655; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

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

The District retains its right to amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency as provided in Public Contract Code Section 20654.

Any amendment, modification or suspension shall be for a period not longer than the period of the emergency.

### **Article 3: GRIEVANCE PROCEDURE**

#### 3.1 Definitions

A "grievance" is a formal written allegation by a grievant that the unit member has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this college district are not within the scope of this procedure.

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

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

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

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

#### 3.2 Representation

The CSEA Union Steward and the grievant will receive paid time off from duties for the processing of grievances pursuant to this grievance procedure. The unit member's who are designated as CSEA Union Stewards are subject to the following conditions:

3.2.1 By no later than sixty (60) days following the signing of this Agreement the CSEA will designate in writing to the Superintendent not more than eight (8) employees and their alternates, who are to receive the time off; the number of designated CSEA Union Stewards in attendance at grievance conferences and hearings shall be limited to one (1).

3.2.2 After notifying the unit member's immediate supervisor, a Union Steward shall be permitted to leave the unit member's normal work area during "reasonable times" in order to assist in presentation of grievances. The Union Steward shall advise the Supervisor of the grievant of the unit member's presence. If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Union Steward at the time of the notification, the Union Steward shall be permitted to leave the unit member's normal work area no later than two hours after the Union Steward provides notification.

3.2.3 Sixteen (16) hours prior to release from duties for grievance processing the designated Union Steward informs the unit member's immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and

3.2.4 That such time off for processing grievances shall be limited solely to representing a grievant in a conference with a management person, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation. Both the grievant and the District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a CSEA staff representative at any level of the grievance procedure beyond the Informal Level. At least forty-eight (48) hours notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.

### 3.3 Informal Level

Before filing a formal grievance the grievant may attempt to resolve it by an informal conference with the unit member's immediate supervisor.

### 3.4 Formal Level

#### Level I

Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the unit member's grievance in writing to the unit member's immediate supervisor.

This statement shall be a clear, concise statement of the grievance, provision(s) of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate the unit member's decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

#### Level II

In the event the grievant is not satisfied with the decision at Level I, the unit member 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.

The appropriate administrator shall communicate the unit member's decision within ten (10) days after receiving the appeal. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

#### Level III

If the grievant is not satisfied with the decision at Level II, the unit member may within ten (10) days appeal the decision in writing to the Superintendent/President or their designee, provided that their designee is not the same person as at Level II.

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

The grievant shall, within the ten (10) day limit, have the right to request a personal conference with the Superintendent/President in order to present the grievance. At the personal conference, there will be no necessity to restate what has been previously set forth in the written grievance as the Superintendent/President will have reviewed it prior to the personal conference. Oral presentation

should be limited to clarification and emphasizing any particular points that the grievant deems necessary.

The Superintendent/President or the unit member's designee shall communicate his decision to the grievant within ten (10) days after receiving the grievance or date of personal conference whichever comes later.

#### Level IV

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

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

#### Level V

If the grievant is not satisfied with the outcome at Level IV or the grievant declined to pursue Level IV mediation, the unit member may appeal the Level III decision in writing to the Board of Trustees.

This appeal shall include a copy of the original grievance and lower level appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Board of Trustees, or their designee, shall communicate their decision to the grievant within a reasonable time after receiving the appeal and within ten (10) days of their decision. The decision of the Board of Trustees shall be final.

### **Article 4: Employee Rights**

The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

The District shall provide a workplace free from discrimination, harassment, or retaliation on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, participation in shared governance and decision making, and/or participation in protected activity under the Educational Employment Relations Act.

This article shall not be interpreted as preventing an employee or CSEA from pursuing a claimed violation of this article through other statutory means without first filing a grievance or complaint.

## **Article 5: ORGANIZATIONAL SECURITY**

### **5.1 Membership and Dues Deduction**

5.1.1 District shall insert CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

5.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic yearly renewal unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### **5.2 Dues Deduction**

5.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

5.2.2 The District's managers, supervisors and confidential employees shall be neither positive nor negative regarding employees' decisions to belong to an employee organization or participate in activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain the unit member's approval on behalf of the union before processing any revocation request.

5.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

5.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### **5.3 Membership Information**

5.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.



5.3.2 The District shall reject all requests from outsiders for work email addresses for bargaining unit members for the purpose of solicitation, unless there is a court decision or law directing public agencies to release this information.

5.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

#### 5.4 Hold Harmless Provision

5.4.1 CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

5.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

### **Article 6: COMPENSATION AND BENEFITS**

#### 6.1 Compensation

##### 2021-2022

Effective July 1, 2021, the salary schedule for classified employees shall be increased by a percentage equal to five and a half (5.5) percent. Classified employees shall also receive an off-schedule one-time payment of two (2) percent on all earned compensation. This amount was agreed to as part of the equitable treatment/me-too clause and is already in the process of being paid in July 2022. The retroactive amount was already made in June 2022.

##### 2022 - 2023

Any salary adjustment for Fiscal Year 2022 - 2023 will be negotiated through reopener negotiations.

##### 2023 - 2024

Any salary adjustment for Fiscal Year 2023 - 2024 will be negotiated through reopener negotiations.

#### 6.1.2 Equitable Treatment/Me Too Clause

The District and CSEA agree that this unit shall receive the benefit of any of the following which the District grants to, or unilaterally implements upon, any other bargaining unit (Faculty Association) or non-represented group (Educational Administrators, Classified Managers, and Confidential Employees). This provision applies in the following circumstances:

- (1) more favorable Cost of Living Increase;
- (2) more favorable across-the-board increase in salary step schedules.

## 6.2 Benefits

### 6.2.1 Health and Welfare Benefits

The District will fund the lowest cost 80% health insurance plan at the applicable rate effective October 1<sup>st</sup> of each plan year.

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

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

### 6.2.2 Domestic Partnership Coverage in Medical Insurance

Medical coverage is available for domestic partners of classified employees under the guidelines and procedures outlined below:

#### a) Eligibility:

Santa Barbara City College (SBCC) will provide insurance coverage for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

- (1) The partners must be same sex and each partner must be over the age of 18 years or
- (2) The partners are of the opposite sex and at least one partner must be over the age of 62 years.

A domestic partnership shall be established when both persons file a State of California Declaration of Domestic Partnership with the Secretary of State.

The employee must notify the Human Resources Department in writing within thirty (30) calendar days of a Domestic Partnership.

#### b) Documentation Required for Change in Status of Domestic Partner Coverage:

In the event the facts attested to in the Declaration of Domestic Partnership are 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 Secretary of State.

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

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.

#### c) Enrollment Deadline

- i. 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 (October 1 effective date).

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

#### d) 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.

### 6.3 Guidelines for Implementation of Classified Employees Salary Schedule

#### 6.3.1 Schedule of Ranges and Rates

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

#### 6.3.2 Employment Date and Anniversary Date

Whenever any unit member is appointed and begins working in a position on or before the fifteenth (15th) day of the month, the unit member's initial employment date shall be the first day of that month during which the unit member was employed as a unit member. If the employment commences on or after the sixteenth (16th) day of the month, the unit member's initial employment date shall be the first of the month following the date of the unit member's employment. A unit member's anniversary date is the date upon which a unit member is granted an earned salary increment. This is the first day of the pay period following the successful completion of the

established probationary period. The employment date affects salary. However, the anniversary date is changed when a unit member is promoted.

### 6.3.3 Priority of Increases

Whenever a unit member is promoted to a class with a higher salary range on the unit member's salary anniversary date the unit member shall first receive any within-range increase to which the unit member is entitled and then receive the higher step in the new salary range as provided in Section 6.3.9a of this Agreement.

### 6.3.4 Increases Within the Salary Range

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

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

### 6.3.5 Salary on Change in Range Assignment

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

Whenever a class is reassigned to a lower salary range, the "Y" rate principle shall apply. (See Section 6.3.6 and 6.3.9d(3) of this Agreement.)

### 6.3.6 Special Compensation - "Y" Rate

The "Y" rate principle is hereby defined as a rate of compensation in excess of the compensation provided by the step to which a unit member is assigned on the Basic Pay Plan, and such "Y" rate shall be discontinued when the employee ceases to occupy the position, or whenever the salary range assigned equals, or exceeds, such "Y" rate.

### 6.3.7 Restorations

#### a) Reinstatement

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

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

A unit member who has accepted demotion in lieu of layoff for lack of work, lack of funds, or abolishment or reclassification of the unit member's position, has the right to be reemployed in a vacant position in the unit member's former class within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right.

Reinstatement or reemployment of a former unit member shall have the following effects.

- (1) Restoration to the former step in the current salary range for the class, or, if restored in a lower class, to the rate closest to that of the step to which the unit member would be assigned if the unit member were restored in the unit member's former class.
- (2) If restored to permanent status, restoration of accumulated sick leave and seniority as of the date of the separation.
- (3) Restoration of former anniversary date and employment date but without longevity credit for the off-duty period.
- (4) Restoration of all rights, benefits and burdens of a permanent unit member in the class to which restored.

b) Reemployment (Higher Class)

A former permanent unit member who resigned in good standing and who is reemployed, within 39 months of the last date of paid service, in a higher class than the unit member's former class at the time of resignation, shall be placed at the salary step that is closest to but greater than the current rate of the former step of the lower class at the time of separation. The unit member will serve a six (6) month probationary period in the new class, and advancement on the new salary range will occur only on the new anniversary date. Reemployment of a former unit member into a higher class shall have, after the successful completion of the probationary period, the following effects:

- (1) Restoration of accumulated sick leave and seniority as of the date of the separation.
- (2) Restoration of the unit member's former employment date but without longevity credit for the off-duty period.
- (3) Restoration of all rights, benefits, and burdens of a permanent unit member in the class to which restored.

6.3.8 Shift Differential

A shift differential is allowed for all classifications regularly assigned to a swing shift, a graveyard shift, and a split shift, according to the following differential rate schedule.

Swing Shift	additional 3 1/2% increment
Split Shift	additional 3 1/2% increment
Graveyard Shift	additional 7 1/2% increment

In order to qualify for a differential compensation, the unit member is to meet one of the following definitions:

Swing Shift - When hours of work regularly assigned exceed 7:30 p.m. on a regular or alternate work week. Unit members must work this shift for at least three (3) of the five (5) normal work days.

Split Shift - When hours of work regularly assigned are split by two (2) or more hours exclusive of meal breaks for three (3) or more days per regular or alternate work week.

Graveyard Shift - When hours of work regularly assigned exceed 3:00 a.m. on a regular or alternate work week. Unit members must work this shift for at least three (3) of the five (5) normal work days.

Shift changes which involve a shift differential are subject to approval by the Board of Trustees.

### 6.3.9 Salaries for Increments

#### a) Promotion

(1) 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

Salary placement 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 the unit member's 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 the unit member's former class of position unless the reasons for which the unit member was terminated from the promotional position were such as to constitute cause for dismissal.

(4) Appointment of a unit member to a class with a salary range equal to the unit member's current range shall not be considered a promotion and shall not warrant a salary increase.

b) Salary on Demotion

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

(2) Any unit member who has taken a voluntary demotion, or is demoted for other than disciplinary reasons and for good cause and subsequently accepts a promotion to a higher class than the unit member's former class before the demotion, shall have the unit member's salary placement determined on the basis of the unit member's former higher class in accordance with promotional policies under 6.3.9a.

c) Salary on Transfer

Any unit member who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as the unit member previously received, and the unit member's salary anniversary date shall not change. Refer to Article 10 for process.

d) Salary on Position Reclassification

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

- (1) If a position is reclassified to a class having the same salary range, the salary and anniversary date of the incumbent shall not change.
- (2) If the position is reclassified to a class which has a higher salary range, then the incumbent shall be placed on the step of the new salary range that is the same as the step the unit member was on in the previous range.
- (3) If the position is reclassified to a class which has a lower salary range, the salary of the incumbent shall be adjusted to the step in the new range which provides the same salary the unit member was receiving immediately preceding the effective date of the new range. If there is not such step, the unit member's salary shall be adjusted as provided here-in-below.

(a) Step-Assignment

(1) If the current salary of the employee is less than the maximum salary for the new class, the unit member shall be assigned to the step in the new range having a salary nearest the salary the unit member was receiving immediately preceding the effective date of the new range.

(2) If the current salary of the employee is greater than the maximum salary for the new class, the unit member shall be paid at their current salary. Such salary, plus any cost of living adjustments granted the employee, will be maintained until such time as the highest step (presently Step 9) in the new range exceeds the employee's salary.

(b) Salary to be Paid When Step Assignment Determined

(1) If the current salary of the employee is less than the salary of the step to which the unit member was assigned, then the employee's salary shall be increased on the salary of the step to which the unit member was assigned.

(2) If the current salary of the employee is greater than the salary of the step to which the unit member was assigned, the "Y" rate principle shall apply, and the unit member's salary shall remain unchanged as provided for in Section 6.3.6. In any case, the incumbent shall retain the same anniversary date.

e) 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.

## 6.4 Career Increments for Classified Personnel

### 6.4.1 10 Years

A unit member who is employed not less than four (4) hours a day, five (5) days 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 of 5% of the basic salary per month to which the unit member is entitled in the unit member's respective position, time assignment, and salary schedule classification established by the Board of Trustees.



#### 6.4.2 15 Years

A unit member who is employed not less than four (4) hours a day, five (5) days 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 of 10% of the basic salary per month to which the unit member is entitled in the unit member's

respective position, time assignment, and salary schedule classification established by the Board of Trustees.

#### 6.4.3 20 Years

A unit member who is employed not less than four (4) hours a day, five (5) days 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 of 15% of the basic salary per month to which the unit member is entitled in the unit member's respective position, time assignment, and salary schedule classification established by the Board of Trustees.

6.4.4 In determining eligibility for such career increments, the following leaves do not constitute a break in service:

- a. Time spent on earned vacation, sick leave, bereavement leave, and industrial accident or illness leave for which salary benefits are provided by the District, and on military leave.
- b. Authorized absences without salary for a period of thirty (30) calendar days or less.

6.4.5 In determining eligibility for such career increments, authorized absences without salary in excess of thirty (30) calendar days do constitute a break in service.

6.4.6 The service applicable toward career increment eligibility shall commence on the employment date as specified in Section 6.3.2.

### 6.5 Employee Expenses and Materials

#### 6.5.1 Uniforms

The District shall pay the cost of the purchase, lease, rental, cleaning and maintenance of uniforms, lab coats, equipment, identification badges, emblems, and cards required by the District to be worn or used by Bargaining Unit Employees in the following classes: Custodial, Grounds, Food Service, Maintenance, Security, Warehouse; Lab Teaching Assistants/Lab Technicians.

#### 6.5.2 Safety Equipment

Should the District require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

### 6.6 Physical Examinations

The District agrees to provide the cost of any medical examination requested by the District.

## 6.7 Professional Growth

### 6.7.1 Professional Growth Increments

Professional Growth will consist of eight steps to be earned in increments of \$250 each as described in the Professional Growth Manual. Twelve (12) Professional Growth Units are required to earn an increment.

### 6.7.2 Evaluation of Professional Growth Credits for CSEA Unit Members

Applications for Professional Growth Credits will be evaluated by CSEA and Human Resources designees appointed by the Vice President of Human Resources and designees appointed by CSEA.

Human Resources shall continue to have oversight of the Professional Growth Program for CSEA unit members including but not limited to the distribution of forms and initiation of this process during the fall and spring semesters as specified in the Professional Growth Program.

### 6.7.3 Professional Growth Option

Current unit members may enroll in noncredit tuition-free career skills classes with the permission of their supervisors.

### 6.7.4 Professional Growth Leave

A unit member who has passed their initial probation shall be provided up to twenty-four (24) hours per year for the purposes of attending an approved professional growth activity that cannot reasonably be scheduled for outside the employee's working hours and that is not already approved for attendance during working hours.

Such hours must be approved by the member's manager in advance. Such approval will not be unreasonably denied. It is the intent that management will work with staff to accommodate such leaves. All denials will be reviewed by VP or designee to assure a reasonable basis for denial and that an alternative was offered.

Repeated unreasonable denials shall be grievable by CSEA. The remedy would be Professional Growth Incentive Program (PGIP) credit for missed hours if the grievance is successful.

## 6.8 Bilingual Differential

6.8.1 The District shall develop a fair and equitable method of testing and certifying a classified employee's language proficiency in foreign languages commonly utilized by the student and community populations the District serves. The parties shall meet annually to designate languages for which testing and certification will be provided for the purposes of this section. The goal shall be to designate languages that serve the needs of the District's students and community, and to identify and incentivize employees to use their language skills in their work. For the purposes of 2022 - 2023, the language(s) designated in accordance with this article are: Spanish.

6.8.2 Any classified employee who demonstrates proficiency in speaking a language designated in accordance with section 6.8.1 and is willing to use this proficiency in the course of their duties shall be paid a fifty-five (55) dollar differential each month in addition to any other compensation they receive.

6.8.3 Any classified employee who demonstrates proficiency in speaking, reading, and writing a language designated in accordance with section 6.8.1 and is willing to use this proficiency in the course of their duties shall be paid an eighty-five (85) dollar differential each month in addition to any other compensation they receive.

6.8.4 The differentials in section 6.8 are not additive; employees shall only receive the highest language proficiency differential for which they qualify.

6.8.5 The differentials in section 6.8 shall not apply to employees whose job description already requires language proficiency.

6.8.6 The differentials in section 6.8 are not intended to require employees to do the work of technical translation or simultaneous interpretation best accomplished by an appropriately qualified interpreter or translator.

## 6.9 Degree Differential

6.9.1 An employee with an earned doctorate degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of the degree, shall receive a monthly differential based on a five percent (5%) of class 32, step 5 on Classified Salary Table 29.

6.9.2 An employee with an earned master's degree or master's of fine art degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive a monthly differential based on two and a half percent (2.5%) of class 32, step 5 on Classified Salary Table 29.

6.9.3 An employee with an earned bachelor's degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive a monthly differential based on a two percent (2%) of class 32, step 5 on Classified Salary Table 29.

6.9.4 An employee with an earned associate degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive a monthly differential based on a one and three quarters percent (1.75%) of class 32, step 5 on Classified Salary Table 29.

6.9.5 An employee who has completed a state or regionally approved apprenticeship program or completed a course of study at an accredited trade or technical school higher than the highest level required for their position shall receive a monthly differential based on one and three quarters percent (1.75%) of class 32, step 5 on Classified Salary Table 29. CSEA and the District shall meet to further clarify eligible programs. Members should consult their union before beginning such a course.

6.9.6 An employee shall only receive the highest differential for which they are eligible.

## **Article 7: HOURS**

### 7.1 Regular Schedule

The regular work week of a full time unit member is normally forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management

#### 7.1.1 Alternate Work Schedules

##### a. Flexible Work Schedule

Subject to approval by the unit member's immediate supervisor, a unit member may work a flexible work schedule. A flexible work schedule means up to an eight (8) hour workday in which the unit member may vary their starting and ending time. The supervisor may, subject to two weeks notice, terminate a unit member's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons. Under no circumstances may a flexible schedule exceed eight hours per day or 40 hours per week. All flexible schedules must be requested on the Request for Alternative Workweek Schedule Change Form (Appendix H) and submitted to the Vice President, Human Resources for compliance.

##### b. Compressed Work Schedules

The District and unit member may mutually agree to a compressed work schedule, in accordance with the Fair Labor Standards Act (FLSA) or Education Code 88040, to establish either an:

- 4/10 (four-day, ten-hour per day workweek)
- 9/80 (eight nine-hour days and one eight-hour day over a two week period)

All compressed schedules must be requested on the Alternative Workweek Schedule Change Form (Appendix H) and submitted to the Vice President, Human Resources for compliance.

Time off must be reported in hourly increments (i.e., 9/80 must report 9 hours for full day off work).

If a holiday falls on a day for which the unit member is not scheduled to work as a result of the compressed schedule, the District shall provide a substitute holiday for such unit member, within the same pay period, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within the unit member's normal work schedule. If the unit member is on a compressed schedule, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

### 7.2 Overtime

Notwithstanding circumstances pursuant to Article 2 - District Rights, overtime is voluntary. The District will provide overtime compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime and

certified by the immediate supervisor on the Compensatory Time/Overtime form and submitted to payroll for payment. Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the unit member.

The District shall make a reasonable attempt to insure that overtime is rotated among unit members.

7.2.1 Notwithstanding Sections 7.1 and 7.2 of this Article, the workweek for any unit member having an average work day of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

7.2.2 In the event a unit member who regularly works less than eight (8) hours a day and forty (40) hours a calendar week is designated and authorized to work in excess of the number of hours a day or week for which the unit member is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, the unit member shall be compensated for such additional hours at the unit member's regular rate of pay on a -for-one basis. Overtime service in excess of eight (8) hours a day shall be compensated at the overtime rates specified for full-time unit members. Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

#### 7.2.3 Overtime/Compensatory Time Allocation Method

Overtime work shall be compensated as determined by the supervisor prior to the rendering of overtime services as follows:

- a. Either cash compensation at the rate of one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the overtime work; or
- b. Compensatory time off at the rate of one and one-half (1 1/2) times the number of hours of authorized overtime work; or
- c. A combination of cash compensation and compensatory time off as arranged in accordance with terms set forth in this policy;

#### 7.2.4 Compensatory Time

Compensatory time shall be mutually agreed upon and certified by the immediate supervisor on the Compensatory Time/Overtime request form (Appendix H) and submitted to payroll for entry into the District's time and attendance system. Compensatory time off shall be granted and taken within the fiscal year in which compensatory time was earned and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned. Absences charged to compensatory time shall be entered into the District's time and attendance system.

a. Overtime may be compensated with one and one-half (1 1/2) compensatory time credits in lieu of cash payments up to a maximum of 240 compensatory time hours (160 hours straight time equals 240 hours compensatory time).

b. Earned compensatory time shall be taken in units of one-half (1/2) hour or more at times approved by the immediate supervisor.

c. Compensatory time must be taken within the fiscal year it is earned. Any outstanding compensatory time shall be paid out as of June 30<sup>th</sup>, and will receive an end-of year payout as part of the July 31 payroll.

### 7.3 Meal Periods and Rest Breaks

The intent of this section is to ensure that unit members take their meal periods and rest breaks.

a. Meal Periods. Unit members who work six (6) hours or more shall take a non-paid duty free lunch period of not less than thirty (30) minutes per day. Unit members may extend a lunch period to 45 minutes provided that the length of the work day is not shortened. The supervisor shall determine when the time shall be made up for that day.

Unit members may extend a lunch period to 60 minutes subject to supervisor approval provided that the length of the work day is not shortened. The supervisor shall determine when the time shall be made up for that day.

A meal break shall not be combined with a rest break.

b. Rest Breaks. Unit members shall take a rest period of fifteen (15) minutes for every four (4) hours of work. Unit members cannot combine rest breaks.

### 7.4 Call Backs

Any unit member called in or called back to work after completion of the unit member's regular assignment shall be compensated for at least two (2) hours of work at the rate of one and one-half (1 1/2) times the unit member's regular rate of pay (cash compensation or compensatory time off).

### 7.5 Telecommuting

Telecommuting shall be certified by the immediate supervisor on the Telecommuting Agreement form (Appendix E) and submitted to Human Resources for compliance. The approval and conditions under which such requests will be granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this Agreement, and the Telecommuting Guidelines (Appendix E). If the requested telecommuting would result in working conditions for unit members which are inconsistent with the terms of this Agreement, the District shall notify CSEA and provide it with an opportunity to negotiate regarding any changes to the working conditions, to the extent such changes are within the scope of representation.

#### 7.6 Workweek

Notwithstanding anything herein to the contrary, the Governing Board of the District may establish a ten-hour per day, forty-hour four consecutive-days workweek in accordance with Education Code Section 88040 as amended.

## **Article 8: HOLIDAYS**

8.1 Except as otherwise provided, all unit members shall be entitled to the following paid holidays provided they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Payment to eligible part-time unit members for such holidays shall be appropriately pro-rated in the proportion that the actual time worked excluding overtime, bears to time served in a full-time position.

8.1.1 Holidays specified by Education Code: January 1, third Monday in January (Dr. Martin Luther King, Jr. Day), February 12 (Lincoln Day), third Monday in February (Washington Day), last Monday in May (Memorial Day), June 19th (Juneteenth), July 4, first Monday in September (Labor Day), November 11 (Veteran's Day), Thanksgiving Day, December 24, December 25, and every day appointed by the President of the United States or the Governor for a public fast, thanksgiving, or holiday as specified in the Education Code.

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

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

8.1.2 Holidays specified by the Board of Trustees for unit members:

Friday following Thanksgiving, four (4) consecutive working days between Christmas Day and New Year's Day; and every other day which the Board specifies as a holiday for unit members.

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

8.3 Paid status is defined as including time worked and time during which any unit member is excused from work but paid because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence.

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



8.5 Except as otherwise provided, whenever a unit member is required to work on a specified holiday, the unit member shall be paid compensation or given compensating time off (at the employee's option) for such work at a rate equal to time and one-half in addition to the regular pay received for the holiday.

8.6 Unit members who are assigned for work exclusively on weekends and holidays and who are paid at a special salary rate that recognizes the exclusive weekend and holiday peculiarity, shall be exempted from the provisions of overtime and holiday compensation and shall be paid for such weekend and holiday work at a special salary rate prescribed by the Board of Trustees.

#### 8.7 Academic Calendar

During the fall semester of each year, the Dean of Educational Programs (Admissions and Records) shall send copies to the CSEA President when calendar options are being developed. The CSEA's views, preferences or potential impact on classified unit members regarding the developed calendar options will be sent to the Vice President Academic Affairs, Educational Programs by the President of the CSEA in writing within 20 working days of receipt.

CSEA shall be informed by the Dean of the Academic Senate's selection of an option. Provided that CSEA has presented unit member's views, preferences or potential impact on classified unit members to the Executive Vice President, Educational Programs and if CSEA is not then satisfied with the selected option, it may request that the District shall negotiate the impact of the selected college calendar upon the terms and conditions of the CSEA Agreement.

### **Article 9: VACATION**

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

9.2 A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which the unit member may be entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of the Human Resources Department, a vacation may be granted to a probationary unit member during the unit member's first six (6) months. The scheduling of all vacations shall be within the sole discretion of the District. Each regular full-time unit member shall be entitled to vacation leave with pay, subject to the following provisions:

9.2.1 From the employment date of full-time service, unit members earn eight (8) hours of credit for each calendar month of employment.

9.2.2 After the completion of the second (2nd) year of full-time continuous service, unit members shall earn ten (10) hours days of credit for each calendar month of employment.

9.2.3 After the completion of the seventh (7th) year of full-time continuous service, unit members shall earn twelve (12) hours of credit for each calendar month of employment.

9.2.4 After the completion of twelve (12) years of full-time continuous service, unit members shall earn 13.34 hours of credit for each calendar month, of employment.

9.2.5 After completion of the eighteenth (18th) year of full-time continuous service, unit members shall earn 14.67 hours credit for each calendar month, of employment.

9.2.6 After completion of the twenty-third (23rd) year of full-time continuous service, unit members shall earn 16.67 hours of credit for each calendar month, of employment.

9.3 It is the intent of this section that unit member's take their annual vacation. However, vacation credit may be accumulated to a total, as of June 30<sup>th</sup> each fiscal year, not exceeding that which the unit member could earn in twenty-four (24) months.

Unit members, over their twenty-four (24) month accumulation as of June 30 of the year, shall receive an end-of-year payout as part of the July 31 payroll. Receiving an end-of-year payout will be documented on the unit member's classified evaluation form and may have a negative impact on the overall score of the evaluation.

9.4 Whenever a vacation period includes any declared holidays (other than Saturdays and Sundays), it shall be extended by a number of days equal to said included holidays.

9.5 All unit members rendering less than full-time service shall be entitled to a pro-rated portion of vacation credits computed on a ratio that the hours, days, or months worked in relation to full-time service.

9.6 Upon separation from employment, unit members who have not completed six (6) months employment in probationary status shall not be entitled to payment of accrued vacation, as they are not yet vested in this accrual. Permanent unit members who separate from employment will receive unused, accrued vacation at the rate of pay earned at the time of separation.

9.7 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the unit member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall approve or deny any unit member's request for vacation within five (5) working days upon receipt of the request. Lack of response by the supervisor within the five (5) working days is a presumption of approval. Once a written vacation request has been approved by the Supervisor, the scheduled vacation time can not be changed or canceled, by either the Supervisor or unit member, except by mutual agreement.

When two or more unit members' requests are for vacations in the same time period, the unit member with the greater seniority shall be granted the unit member's request. If the unit member's involved have equal seniority, then priority shall be established by lot.

#### 9.8 Illness and Bereavement While on Vacation

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

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

9.8.2 If the illness or bereavement is such that had the unit member been working, they would have been absent on sick or bereavement leave; and

9.8.3 If the request is filed with the Human Resources Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of the unit member's return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and,

9.8.4 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, the unit member shall be granted opportunity to use this vacation credit in order not to exceed the limit on accrued vacation, as defined in Section 9.3.

#### **Article 10: TRANSFER AND DEMOTION**

10.1 Transfers of bargaining unit members may be initiated by the District management or requested by the bargaining unit employee at any time. A unit member affected by such transfer shall be given forty-eight (48) hours notice prior to the effective date of the transfer. A conference will be held between the appropriate management person and the unit member in order to discuss the transfer.

10.2 For the purpose of this section, a "transfer" shall mean the reassignment of a unit member from one position to another position in the same class or to a position in a similar or related class with the same salary range. (See Section 6.3.9c., Salary on Transfer.)

10.3 A permanent unit member may request voluntary demotion to a class with a lower maximum salary rate. Such requests require the approval of the immediate supervisor, the department head, and that of the head of the department to which the unit member is to be assigned. (See Section 6.3.9b., Salary on Demotion.)

10.4 A unit member desiring a transfer shall file a written request with the Human Resources Department. The Human Resources Department shall retain the employee's request for transfer for one (1) calendar year. Unless the transfer request is renewed by the unit member, it shall be removed from the transfer file.

10.5 When a new position is created or an existing position becomes vacant, the District shall, prior to advertising the position, consider those bargaining unit employees serving in the District who have a transfer request on file, provided that the unit employee meets the established qualifications for the vacant position. The final selection is within the sole discretion of the District management.

10.6 Transfers shall not change the employee's salary rate, anniversary date, or accumulated benefits. However, if the employee is transferred to another class, the unit member seniority in that class shall begin on the date of the transfer.

10.7 Involuntary transfers shall be discussed with the employee by the unit members supervisor and the Vice President, Human Resources.

## **Article 11: PROMOTIONS**

### Permanent Employee Preference

All persons involved in the screening, interviewing and selection process are encouraged to give preference to permanent classified service employees of the District, provided that education, experience, knowledge, and abilities of such employees are equal to those of non-District applicants.

## **Article 12: PROBATIONARY PERIOD**

### 12.1 Duration of Probation

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

### 12.2 Length of Probationary Period

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

A permanent employee in the classified service who vacated the unit member's 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 the unit member's former class of position unless the reasons for which s/he was terminated from the promotional position were such as to constitute cause for dismissal. Any permanent employee who is displaced as a result of this policy shall have displacement rights as provided for in the Article 14 Layoffs, Section 14.2.9, Displacement Rights.

An employee who is promoted during the unit member's probationary period shall serve a new probationary period of six (6) months.

An employee who is promoted during the unit member's probationary period shall serve a new probationary period of six (6) months

### 12.3 Not Subject to Grievance Procedure

Article 12 is not subject to the grievance procedure.

## **Article 13: SAFETY**

### 13.1 Safety Considerations

The District shall be responsible for providing safe working conditions for unit members and for prescribing appropriate safety standards. The District shall meet the safety and health standards mandated by the California Occupational Safety and Health Act. Unit members shall be responsible for complying with applicable safety standards, including completing accident and safety reports, and for practicing basic safety measures. Unit members shall report to their immediate supervisor, preferably in writing, suspected unsafe conditions. The District shall investigate all reports of suspected unsafe conditions, and shall take necessary steps to correct unsafe conditions. All written reports submitted to the District shall be responded to within a reasonable time. The intent of this section is to provide timely resolution of safety concerns. CSEA will encourage employees to maintain safe working conditions and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all individuals may be assured.

The District shall have a District standing committee (Facilities & Safety Committee) that deals with safety/security issues to promote and encourage safety awareness and accident prevention through the exchange of information with District employees. Facilities & Safety (F&S) Committee: Three (3) voting members and one (1) voting member from Facilities & Operations staff from satellite campuses.. Employees may report any real or potential unsafe conditions to their representative on this committee.

## **Article 14 LAYOFFS**

### General

Layoffs in the classified service may be affected for lack of work or lack of funds. An employee subject to layoff shall be provided written notice no later than March 15<sup>th</sup> except when bargaining unit positions must be eliminated as a result of the expiration of a specially funded program, in which case written notice shall be provided to an employee not less than 60 days prior to the effective date of their layoff. The parties recognize that by law, the District owes the Association notice and opportunity to bargain the impacts and effects of layoffs before the decision has been made. In recognition of this obligation, the District shall notify the Association as early as possible of potential layoffs but in no case shall provide notice to the Association later than ten (10) working days before the layoffs are to be considered by the Board of Trustees. Procedures for layoff notice and right to a hearing are set forth in Education Code section 88017.

### 14.1 Order of Layoff

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

### 14.1.2 Time in the Class

a. An employee who is changed from one job classification to another (due to promotion, reassignment, reclassification) Unit member shall have seniority in the new class begin on the date of the change in classification.

- b. Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases of demotion. In these cases, the employee's seniority shall be computed from the date of earliest entrance into the former classification.
- c. For purposes of this Agreement seniority for employees who have been reclassified as a result of the implementation of the 2005 Ewing Study shall be treated in the same manner as set forth in subsection (b) above.

## 14.2 Rights of Employees Upon Layoff

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

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

14.2.3 Persons on a layoff re-employment list will be re-employed over all other candidates for the position vacancy except for employment list established in accordance with the provisions of Education Code Sections 88192 and 88195 when Those lists were established after the layoff was effected.

14.2.4 When re-employment lists are in effect in accordance with Education Code Sections 88192 and/or 88195 and persons thereon have served in the class effecting layoffs, they will be placed on the layoff re-employment list according to seniority if they would have been laid off had they been in active service.

14.2.5 Offer of Re-employment. When a vacancy occurs in a class for which layoff reemployment list has been established, the senior employee will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain position on the list. If the unit member twice declines an appointment, name will be removed from the list and the unit member forfeits all rights to which the unit member would otherwise be entitled.

14.2.6 An employee required to be laid off may be assigned to a a position vacancy in another class for which the unit member 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 rule, in no manner voids the employee's layoff rights under other subsections.

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

14.2.8 Acceptance of Substitute or Short-Term Employment. An employee who has been laid off for lack of work or lack of funds and who is on a layoff re-employment list may be re-employed as a

substitute or short-term employee (as that latter term is defined in Education Code 88003) in any class for which qualified and such employment shall in no manner jeopardize or otherwise affect the unit members status or eligibility for re-employment.

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

a. 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.

b. A classified employee who is displaced by an employee with greater seniority shall have displacement rights as though the unit member had been laid off for lack of work or lack of funds.

14.2.9 Seniority Roster. The District shall maintain a seniority roster indicating employees' class seniority. Such rosters shall be available to CSEA upon request.

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

14.2.11 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.

14.2.12 Notwithstanding the foregoing, CSEA retains the right to bargain further effects of layoff and/or reduction of hours on a case-by-case basis. Such right to bargain, however, will not delay the implementation of the layoff/reduction of hours.

## **Article 15: EVALUATIONS**

15.1 All unit members shall be evaluated by the unit member's immediate supervisors in accordance with the following schedule:

15.1.1 Probationary unit members shall be evaluated at the end of the first (1<sup>st</sup>), third (3<sup>rd</sup>), and fifth (5<sup>th</sup>) month of service. After attaining permanency, evaluations will comply with 15.1.2 regardless of permanency date.

15.1.2 Permanent unit members shall be evaluated at least annually:

- a. The annual evaluation period shall be July 1 through June 30 of the previous year.
- b. Annual evaluations for the previous year are to be completed between July 1 and September 30 of each year.
- c. Annual evaluations for the previous year are due to Human Resources no later than September 30 of each year.
- d. A special evaluation may be administered if applicable to assess performance.

15.1.3 Promotions at least at the beginning of the fourth (4th) and sixth (6th) month of service.

15.2. The evaluation shall indicate whether the unit member has achieved the standard of work performance required. The evaluation shall include a discussion between the unit member and their immediate supervisor regarding the employee's performance during the evaluation period, professional development, and progress toward goals, if any, established at the previous evaluation meeting or as of initial employment. The evaluation shall be completed on the form developed by CSEA and the District, District Classified Evaluation Form (Appendix C).

15.3 Each unit member shall be given a copy of the completed evaluation form prepared by the unit member's supervisor regarding the unit member's progress, at the time the evaluation is administered. Copies of the completed evaluation shall be available to the area Vice President. The completed evaluation shall be forwarded in a timely manner to Human Resources.

15.4 The employee shall have the right to review and respond to any evaluation prepared pursuant hereto.

15.5 The signature of the unit member on the evaluation form is not construed as agreement with the contents of the evaluation.

## **Article 16: LEAVE PROVISIONS**

The benefits which are expressly provided by this Article, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 3.

### **16.1 Sick Leave**

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



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

16.1.3 For unit members, “immediate family” means mother, mother in law, father, father-in-law, grandmother or grandfather of the unit member or the spouse or domestic partner of the unit member, spouse, domestic partner, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother, brother-in-law, sister, or sister-in-law of the unit member, and any other relative living in the immediate household of the unit member. All step, half, adopted, foster “immediate family” members are included.

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

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

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

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

16.1.8 Whenever a unit member is absent because of illness or injury, the unit member shall submit their absence information in the assigned system to the unit member’s supervisor. Additionally, whenever the unit member is absent for more than five (5) consecutive working days, the unit member must submit to the Human Resources Department verification by the unit member's medical authority, in order to establish the validity of such medical absence of more than five (5) consecutive working days. Such verification from the medical authority shall include either (1) a statement concerning the unit member's illness or injury (using the District’s Medical Verification for Leave/Return to Work form) or the District’s Medical Verification for Extended Leave/Return to Work Certification forms as appropriate) which resulted in an absence of more than five (5) consecutive working days. The Superintendent may require that the District select one or more physicians at District expense to verify the frequent recurrence of the same illness or injury. Such verification will include a statement covering either the unit member's need for intermittent absence from work due to illness or injury or the degree of duty the unit member can assume within the unit member’s assigned duties in the District. Under no circumstances may sick leave be used in lieu of, in addition to, or as vacation, except as provided in Section 16.3 of this Agreement.

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

16.1.10 Upon written request a new unit member who has been employed in a California public school district within one (1) year of the time the unit member is employed by the Santa Barbara

Community College District shall have any unused sick leave remaining from said former district transferred to the unit member's sick leave account in the Santa Barbara Community College District.

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

## 16.2 Use of AB109 Sick Leave for Family Members

16.2.1 Employees may use sick leave to attend to the illness of a child, parent, spouse or domestic partner in addition to using sick leave for their own personal illness.

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

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

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

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

## 16.3 Personal Necessity

In addition to other leaves, unit members may use a maximum of ten (10) sick leave days as provided in Education Code Section 88191 in any fiscal year (at the unit member's election) in case of personal necessity for any of the following:

16.3.1 Death of a member of the unit member's immediate family, as defined in Section 16.1.3, when additional leave is required beyond that provided under bereavement leave.

16.3.2 Accident involving the unit member's person or property, or person or property of a member of the unit member's immediate family.

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

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

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

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

16.3.7 Illness of a member of the unit member's immediate family.

#### 16.4 Industrial Accident and Industrial Illness Leave

16.4.1 Leaves resulting from industrial accident or industrial illness shall be granted to unit members and used in lieu of entitlement granted under Section 16.1 of this Agreement, in accordance with the provisions of Education Code Section 88192.

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

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

b. During periods of temporary disability so long as the unit member has available for the unit member's use sick leave, compensating time off, or other paid leave of absence, the unit member shall be required to endorse the unit member's temporary disability checks payable to the Santa Barbara Community College District.

c. When sick leave, vacation leave, compensating time off, or other available paid leave is used in conjunction with temporary disability benefits derived from Worker's Compensation, the unit member's salary shall be reduced only in the amount necessary to provide a full day's wage or salary when added to the temporary disability benefits of unit members.

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

e. Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident or illness. In the event that the sixty (60) days will overlap into the next

fiscal year, the unit member shall be entitled only to those days remaining in the end of the fiscal year in which the accident or illness occurred.

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

g. Such leave shall not be cumulative from year to year.

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

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

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

k. A unit member's industrial accident leave shall be suspended automatically for any period during which the unit member is not within the State unless the unit member has obtained prior approval of the Board of Trustees for absence from the State.

l. The leave shall commence on the first day of absence and the amount of allowable leave shall be reduced by one (1) day for each day of absence authorized by said leave.

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

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

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

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

#### 16.5 Entitlement to Other Sick Leave

At the beginning of each fiscal year each permanent unit member shall be entitled to additional sick leave in an amount that when added to the unit member's accumulated sick leave as specified and referenced in Education Code Section 88196, shall not exceed 100 working days. Such days of paid sick leave in addition to those required by Education Code Section 88196 shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary for absences for which the District has been provided appropriate verification as set forth in Article 16.1.8. The paid additional sick leave as herein authorized shall exclude with exception of accumulated sick leave all other paid leave, holidays, vacation, and compensating time, to which the unit member may be entitled. The paid additional 100 working days shall be credited whether or not the absence arises out of or in the course of employment of the unit member.

#### 16.6 Bereavement Leave

16.6.1 Every unit member shall be granted necessary leave of absence not to exceed five (5) days on account of the death of any member of the unit member's immediate family.

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

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

16.6.4 "Member of the immediate family" shall have the same definition as in Section 16.1.3.

#### 16.7 Jury Duty and Witness Leave

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

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

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

16.7.3 The unit member who has received leave of absence under this rule shall make him/herself available for work during normal hours when the unit member's presence is not required in court.

16.7.4 Any day during which any employee in the bargaining unit whose regular shift commences at 4:00 P.M. or after and who is required to serve on a jury or appear in court as a witness shall be relieved from work, with pay, for the number of hours served.

## 16.8 Pregnancy Disability and Parental Leave

16.8.1 Unit members are entitled to use personal illness leave as set forth in Section 16.1 and the additional sick leave set forth in Article 16.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

16.8.2 Unit members are entitled to use all accrued leaves including illness leave as set forth in Section 16.1 and the additional sick leave set forth in Article 16.5 for reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. The length of such leave shall be 12 work weeks in a 12-month period in accordance with the California Family Rights Act ("CFRA"), excluding weekends and holidays. The length of such leave may be extended beyond 12 work weeks by mutual agreement of the District and the employee.

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

## 16.9 Miscellaneous Provisions

### 16.9.1 Military Leave

Military leave of absence shall be granted and compensated in accordance with state and federal law.

#### 16.9.2 Leaves of Absence Without Pay

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

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

c. Leave of absence without pay may be granted to a unit member for any of the following reasons:

- (1) To attend school or college or to be trained to improve the quality of the unit member's service;
- (2) If temporarily incapacitated by illness;
- (3) If the unit member is loaned to another governmental agency for the performance of the unit member's specific assignment;
- (4) Or other authorized reasons.

d. Authorized leave of absence without pay in excess of thirty (30) calendar days shall not be construed as a break in service. Rights accrued at the time the leave is granted shall be retained by the unit member. Vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. A unit member returning from a leave of absence without pay shall receive the same step in the salary range the unit member received when the unit member began the unit member's 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.

#### 16.9.3 Additional Leaves for Non-industrial Accident or Illness

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

#### 16.9.4 Absence Without Leave

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

### 16.9.5 Reporting of Absences

- a. Any unit member of the classified service who is absent from duty for any reason shall report the reason therefore to the unit member's supervisor immediately on the day of absence or before, if possible, and in any case, at the earliest practicable time.
- b. The Payroll Office records shall be considered the official District record for absences from work.

### 16.10 Family Care Leave

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

#### 16.10.1 Terms of Leave

- a. Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any twelve (12) month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
- b. The twelve (12) month period for calculating leave entitlement will be a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

#### 16.10.2 Intermittent/Reduced Work Schedule Leave

Leave related to the serious health conditions of the unit member or the unit member's child, parent, spouse, or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave.

If the leave is foreseeable based on planned medical treatment, the unit member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The unit member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the unit member's need for intermittent leave or a reduced work schedule.

#### 16.10.3 Maintenance of Benefits



a. Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the unit member shall continue to be entitled to participate in the District's medical and dental plans. In accordance with the federal law, the District shall pay the unit member's regular health benefits contributions for up to twelve weeks during the 12-month period.

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

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

#### 16.11 Catastrophic Illness Leave Donation Program

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

b. Contributions: Effective January 1, 1999 any unit member may donate up to five (5) days of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (eight (8) hours). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to 6 days.

(1) The donating employee must, after the donation, retain a minimum of two year's (24 days) worth of accrued, 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 donee employee.

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

(1) The unit member is a CSEA permanent bargaining unit employee.

(2) The unit member suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to

continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

(3) The unit member has exhausted all of the unit member's available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

(4) The maximum number of donated days which may be utilized by one unit member for a single catastrophic illness or injury shall not exceed 125 days.

(5) Each unit member shall be limited to one donation request per school year.

(6) Donations may only be accepted during a two (2) week call for donations 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 employers receiving leave.

d. 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 unit member's eligibility, the District's Human Resources Department shall notify the CSEA of the request, and the District and CSEA shall jointly 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.

(4) Donated sick leave not used prior to the employee's return to service shall be retained by the donee.

(5) 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 what has been withheld, the unit member shall be solely liable for the additional tax.

e. 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 CSEA harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

## 16.12 Emergency Closures

- a. At any time during the term of this agreement, if the Superintendent/President and/or the Board of Trustees declares an emergency and closes the college, unit members who are thus prevented from working shall be paid their regular day's pay. Notwithstanding, certain unit members may be required to report to campus for work during such an emergency, in which case they shall be compensated at the rate of one and one half (1 1/2) times their regular rate for all hours worked during said emergency. (Canceling of classes does not constitute college closure).
  
- b. In situations other than when the college is closed due to an emergency as provided above, unit members may be granted emergency time off from work if either they are required to leave work due to a legitimate concern about the personal safety of themselves, their property or family, or if they are unable to come to work because of such a safety concern. Such emergency leave may be taken, at the employee's option, as either personal necessity leave, vacation or unpaid leave.
  
- c. It is the intention of the parties that Article 16.12 is implemented equitably among all employee groups and stakeholders.

## **Article 17: Unit Members Working in Part-Time Faculty Assignments**

In compliance with the Department of Labor, Fair Labor Standards Act, the District agrees to pay unit members one and one-half (1 1/2) times their regular rate of pay for all hours worked over forty (40) in one (1) week. Additionally, employees in the state of California are also eligible for overtime compensation for hours worked in excess of eight (8) hours in one day. This calculation of forty hours in a week or eight hours in a day includes classified hours worked as well as hours worked in the normally exempt category of teaching. Unit members will only be paid once for the same hours. If a part-time faculty assignment includes a blended overtime rate of compensation, the unit member may not claim additional overtime for any hours already compensated in the blended rate. Unit members are eligible to work as a part-time instructor if they satisfy the following criteria:

17.1 It is at the discretion of the instructional hiring department to make an offer for a part-time faculty assignment, which may include a blended overtime rate of compensation.

17.2 The unit member must notify their classified supervisor prior to the beginning of the part-time faculty assignment for the semester, including summer sessions. The unit member is responsible for informing their classified supervisor of their assigned part-time faculty schedule prior to the start of the semester.

17.3 Unit members that teach classes at a time that conflicts with their classified job schedule are required to have prior approval from their classified supervisor to accept the part-time faculty assignment. Unit members are required to use an alternative workweek schedule or vacation time to accommodate the part-time faculty assignment. Both of these must be approved in advance. Supervisors shall confer with their Area Vice President if the proposed part-time faculty assignment conflicts with the standard operating hours for which they are employed as a unit member.

17.4 The unit member's most recent evaluation must have an average overall rating of "meets expectations" or better (or satisfactory or better based on pre July 2019 evaluation form).

17.5 Unit members are permitted to teach no more than six (6) total TLU's during fall and six (6) total TLU's during spring semesters. Also, unit members are permitted to teach no more than three (3) total TLU's for each summer I and summer II sessions.

17.6 Additional part-time instructional assignments may not be completed during the standard operating hours they are employed as a unit member, such as but not limited to, conducting instructional office hours or course preparation time.

17.7 It is understood by the unit member that their classified duties take priority and that their part-time faculty workload shall not interfere with their ability to perform essential duties of their classified job. The unit member's supervisor reserves the right to deny approval for a future term assignment should there be a conflict with the completion of essential duties.

## **Article 18: CSEA RIGHTS**

18.1 All CSEA business, discussions, and activities will be conducted by unit members or CSEA officials outside established work hours except when:

18.1.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted;

18.1.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 1, and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with a CSEA representative.

18.1.3 Unit members are allowed one (1) hour per month to attend a CSEA chapter meeting for a total of ten (10) months per year.

18.2 The District agrees to grant CSEA access to employees' work location during the unit member's meal break or after normal working hours. Any CSEA staff member, CSEA officer, and/or Union Steward shall, prior to contacting an employee, make the unit member's presence known to the worksite management office.

18.3 CSEA may use District mailboxes, e-mail systems and bulletin board spaces as such spaces may be agreed upon by the Parties.

18.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification together with a designated authorization by the CSEA Chapter President;

18.3.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and

18.3.3 CSEA will not post or distribute information which is defamatory of the District or its personnel.

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

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

18.6 Three (3) CSEA Chapter delegates shall be granted paid release time not to exceed five (5) days to attend the CSEA Annual Conference.

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

18.8 The CSEA Chapter President shall be granted eight (8) hours per month release time for Chapter business provided that reasonable advance notice be given the employee's supervisor and the time taken is reasonably convenient to the supervisor.

18.9 A CSEA State Officer one (1) shall be granted a total of six (6) hours of travel time for CSEA business each year that the unit member is a state officer.

18.10 The College Planning Council shall have six (6) voting classified unit representatives appointed by CSEA. CSEA may appoint representatives to the following District Committees:

a) Benefits Committee: Three (3) voting members in equity with voting representatives from management and instructors' groups;

b) Equal Employment Opportunity Advisory (EEOA) Committee: Two (2) voting members;

c) District Technology Committee (DTC): Three (3) voting members;

d) Budget Resource Allocation Committee (BRAC): Three (3) voting members;

e) Facilities & Safety (F&S) Committee: Three (3) voting members and one (1) voting member from Facilities & Operations staff from satellite campuses; \* See Article 13: Safety

f) Any other District-wide committees which may affect classified employees' wages, hours and/or working conditions and/or SB 235 shared governance issues. The District agrees to consult with CSEA to determine the appropriate number of CSEA representatives to be assigned to any such committee(s).

## 18.11 Classified Consultation Group

### 18.11.1 Introduction

This provision memorializes the intent of the College to provide CSEA with an expanded opportunity to participate in the college consultation process.

### 18.11.2 Purpose

The main consultation body of the Santa Barbara Community College District is the College Planning Council comprised of members appointed by the Academic Senate, CSEA, and the college administration. This body provides input to the President of the College on the allocation of new funding and receives information relating to major initiatives and reallocation of existing funding.

### 18.11.3 Implementation

1. Pursuant to the provision, the District agrees to provide paid release time of up to two hours a month for twelve months for up to ten unit members who will serve as a CSEA Consultation Group to the CSEA designated representatives to the College Planning Council. Comparable release time will also be given to the CSEA representatives to the College Planning Council.

a. The manner of selection of designate representatives (ie., by geographical work area or job groups) shall be determined solely by CSEA.

b. The conduct of CPC business shall permit reasonable time for the appointed CSEA-CPC members to meet with members of this Consultation Group.

c. CSEA-CPC members will make their best effort to structure interaction with members of this Consultation Group (individually or collectively) in a manner that considers Consultation Group members' work area needs including but not limited to providing advance notice to supervisors.

2. Participation in the Classified Consultation Group qualifies for consideration for Professional Growth credit.

## **Article 19: SEVERABILITY**

19.1 If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction 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.

19.2 In the event of suspension or invalidation of any Article or Section of this Agreement, 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 Article or Section.

## **Article 20: CONCERTED ACTIVITIES**

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

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

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

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

20.5 It is agreed that in the event this Article is violated, the District shall be reimbursed by CSEA for any expenses or damages suffered by the District resulting from this violation.

20.6 It is agreed that the District will not engage in any lockout during the term of this Agreement.

## **Article 21: SUPPORT OF AGREEMENT**

CSEA agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and CSEA.

**Article 22: EFFECT OF AGREEMENT**

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

**Article 23: COMPLETION OF MEET AND NEGOTIATION**

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.



**Article 24: TERM**

The CSEA Agreement is for a three (3) year term, effective July 1, 2021 through June 30, 2024. It shall remain in full force and effect up to and including June 30, 2024 and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing.

It is agreed by both parties that at the request of either party they shall meet and negotiate changes in Article 6: Compensation and Benefits, and in one article of each party's choosing and/or one new article for the fiscal years of 2022 - 2023 and 2023 - 2024. Any such request to meet and negotiate on any of said articles shall be submitted in writing to the other party.

For the Association:



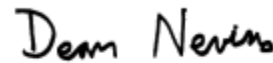
Elizabeth Auchincloss #289  
President, CSEA Chapter #289

Alexander Moore  
Labor Relations Representative  
California School Employees Association



For the District:

Dr. Dean Nevins  
Executive Director of Information Technology  
Santa Barbara City College District



Deneatrice Lewis  
Interim Vice President Human Resources  
Santa Barbara City College District



**APPENDIX A: CSEA BARGAINING UNIT CLASSIFICATION TITLES**

<b>CLASSIFIED POSITIONS - BASED ON SALARY TABLE 29</b>	
<b>Job Descriptions</b>	<b>Range</b>
<a href="#"><u>Academic Counseling Technician</u></a>	25
<a href="#"><u>Academic Technology Support Specialist</u></a>	36
<a href="#"><u>Accountant</u></a>	36
<a href="#"><u>Accounting Technician I</u></a>	18
<a href="#"><u>Accounting Technician II</u></a>	25
<a href="#"><u>Accounting Technician III</u></a>	32
<a href="#"><u>Administrative Assistant I</u></a>	26
<a href="#"><u>Administrative Assistant II</u></a>	31
<a href="#"><u>Administrative Assistant III</u></a>	34
<a href="#"><u>Administrative Services Coordinator</u></a>	34
<a href="#"><u>Admissions &amp; Records Technician</u></a>	25
<a href="#"><u>Admissions &amp; Records Technician, Senior</u></a>	28
<a href="#"><u>Allied Health &amp; Nursing Laboratory Coordinator</u></a>	40
<a href="#"><u>Allied Health &amp; Nursing Laboratory Specialist</u></a>	33
<a href="#"><u>Articulation-Certification Specialist</u></a>	33
<a href="#"><u>Assessment Coordinator</u></a>	36
<a href="#"><u>Assessment Specialist</u></a>	28
<a href="#"><u>Assistive Technology Laboratory Technician</u></a>	32
<a href="#"><u>Associate Teacher - Infant/Toddler</u></a>	24
<a href="#"><u>Athletic Program Assistant</u></a>	19
<a href="#"><u>Athletic Trainer</u></a>	35
<a href="#"><u>Bookstore Assistant</u></a>	18
<a href="#"><u>Bookstore Merchandise Coordinator</u></a>	32
<a href="#"><u>Bookstore Textbook Coordinator</u></a>	32
<a href="#"><u>Buyer</u></a>	28
<a href="#"><u>Campus Emergency Response Facilitator</u></a>	36
<a href="#"><u>Campus Safety Coordinator</u></a>	36
<a href="#"><u>Campus Safety Officer</u></a>	25
<a href="#"><u>Campus Safety Officer, Senior</u></a>	32

<a href="#">Career Technical Education Programs Outreach Coordinator</a>	33
<a href="#">Catalog/Schedule Specialist</a>	32
<a href="#">CHANNELS Publication Assistant</a>	32
<a href="#">CLL Program Systems Support Specialist</a>	34
<a href="#">CLRC Office Assistant Senior</a>	19
<a href="#">Computer Outreach Lab Coordinator</a>	32
Coordinator-Athletics	36
<a href="#">Costume and Make-Up Specialist</a>	24
<a href="#">Curriculum Coordinator</a>	32
<a href="#">Custodian</a>	15
<a href="#">Database Administrator</a>	52
<a href="#">Degree Analyst</a>	33
<a href="#">DSPS Service Provider</a>	34
<a href="#">Duplications Technician</a>	22
<a href="#">Earth and Planetary Science Lab/Field Technician</a>	33
<a href="#">Educational Programs Support Specialist</a>	31
<a href="#">EOPS Technician</a>	25
<a href="#">ESL Student Services Assistant</a>	25
<a href="#">Facilities Assistant</a>	17
<a href="#">Faculty Resource Center Development Specialist</a>	32
<a href="#">Faculty Resource Center Development Specialist, Senior</a>	36
<a href="#">Faculty Resource Center Technology Specialist</a>	32
<a href="#">Faculty Resource Center Web Developer</a>	36
<a href="#">Financial Aid Specialist</a>	32
<a href="#">Financial Aid Technician</a>	25
<a href="#">Food Service Assistant</a>	15
<a href="#">Food Service Facility Operator</a>	29
Faculty Resource Center (FRC) Technical Specialist	32
<a href="#">Geoscience Illustrator</a>	28
<a href="#">Grants Coordinator</a>	33
<a href="#">Graphic Designer</a>	34
<a href="#">Grounds Maintenance Worker</a>	16
<a href="#">Human Resources Specialist</a>	32
<a href="#">Human Resources Technician I</a>	25

<a href="#">Human Resources Technician II</a>	29
<a href="#">Human Resources Technician III</a>	38
<a href="#">Information Systems Specialist</a>	49
<a href="#">Instructional Computer Lab Coordinator</a>	32
<a href="#">Instructional Development Specialist</a>	28
<a href="#">International Outreach and Admissions Technician</a>	25
International Student Advisor, Senior	36
<a href="#">International Student Advisor</a>	34
<a href="#">Internship Coordinator Job placement Specialist</a>	33
<a href="#">Inventory Control Technician</a>	23
<a href="#">Laboratory Teaching Assistant (Option Class)</a>	32
<a href="#">Laboratory Technician (Option Class)</a>	31
<a href="#">Lead Custodian</a>	22
<a href="#">Lead Facilities Assistant</a>	22
<a href="#">Lead Transcript Analyst</a>	36
<a href="#">Library Assistant</a>	18
<a href="#">Library Technician</a>	25
<a href="#">Lock Systems Specialist</a>	41
<a href="#">Maintenance Specialist</a>	33
<a href="#">Maintenance Technician</a>	24
<a href="#">Marketing Communications Specialist</a>	40
<a href="#">Matriculation - Instructional Support Specialist</a>	28
<a href="#">Media Technician</a>	25
<a href="#">Network Specialist</a>	43
<a href="#">Noncredit Program Records Technician</a>	22
<a href="#">Nursing Laboratory Specialist</a>	33
<a href="#">Nursing Programs Support Specialist</a>	28
<a href="#">Office Assistant</a>	16
<a href="#">Online Student Support Specialist</a>	36
<a href="#">PABX Operator/Receptionist</a>	17
<a href="#">Payroll Coordinator</a>	34
<a href="#">Payroll Technician</a>	29
<a href="#">Program Systems Support Specialist</a>	34
<a href="#">Project Lead - SSSP Information Systems Specialist</a>	52

<a href="#">Public Information and Publications Specialist</a>	40
<a href="#">Purchasing and Warehouse Coordinator</a>	34
<a href="#">Research and Assessment Analyst</a>	36
<a href="#">Research Data Warehouse Specialist</a>	36
<a href="#">Senior Buyer</a>	32
<a href="#">Senior Campus Safety Officer</a>	32
<a href="#">Senior Facilities Assistant</a>	24
<a href="#">Senior Grounds Maintenance Worker</a>	20
<a href="#">Senior International Student Advisor</a>	36
<a href="#">Senior Office Assistant</a>	19
<a href="#">Senior Office Assistant - Noncredit Program</a>	19
<a href="#">Senior Research and Assessment Analyst</a>	40
<a href="#">Special Event Coordinator</a>	34
<a href="#">Student Finance and Accounts Receivable Tech I</a>	18
<a href="#">Student Finance and Accounts Receivable Tech II</a>	25
<a href="#">Student Finance and Accounts Receivable Tech III</a>	32
<a href="#">Student Health Nurse Practitioner - Physician's Assistant</a>	54
<a href="#">Student Program Advisor</a>	32
<a href="#">Student Success Coordinator</a>	36
<a href="#">TAP Coordinator</a>	32
<a href="#">Teacher - Preschool</a>	28
<a href="#">Technology Services Specialist</a>	43
<a href="#">Theatre Lighting and Sound Specialist</a>	25
<a href="#">Theatre Stage and Props Technician</a>	18
<a href="#">Theatre Stagecraft Specialist</a>	29
<a href="#">Transcript Analyst</a>	33
<a href="#">Tutor Coordinator</a>	26
<a href="#">Tutorial Center Coordinator</a>	33
<a href="#">Veterans Support and Resource Center Coordinator</a>	33
<a href="#">Warehouse Assistant</a>	17
<a href="#">Webmaster</a>	44
<a href="#">Wellness Program Nurse</a>	40
<a href="#">Work Site Coordinator</a>	32

## **APPENDIX B: HEALTH AND WELFARE BENEFITS**

1. The District will provide for each full-time eligible unit member up to the following sum of money for payment of premiums for existing unit members for mandatory health and welfare benefits. Such amount shall be pro-rated for eligible contract unit members who work less than full-time, but half-time or more.

### **2022-2023**

Medical Coverage Waiver	\$2,000
Single	\$9,665.32
Two-party	\$18,521.32
Family	\$25,841.32

If the District is unable to implement the increase by the beginning of the plan year, the District will make retroactive adjustments to its premium contributions as soon as practicable.

2. Mandatory health and welfare benefits will include:

(a) The District medical plan (except for verified comparable coverage)

(b) The District life insurance plan

(c) The District income protection plan, which will be provided at a payment rate of two-thirds of an employee's regular salary, up to a maximum of \$5,000 per month

(d) The District dental plan (minimum coverage is employee only), provided however, dental insurance is not required if the employee waives medical insurance (per Section 2(a) above).

3. If the total cost of the mandatory benefits is less than the District's contribution, the unit member relinquishes that unused amount (except for waivers).
4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee's flexible benefit plan accounts will be paid by that employee.
5. The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference.
6. Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) program. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.

7. Early Retirement Incentive Program

A. Eligibility(1)

- (1) A unit member must have rendered 15 years of full time service with the SBCC and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.
- (2) "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

B. Medical

- (1) The District will contribute the specified premium amount for the retiree's District group medical plan up to a maximum of \$5,755 annually.
- (2) This sum shall be prorated for those normally assigned less than full time at the time of retirement, in accordance with District policy.
- (3) District contributions shall continue until the retiree reaches age 65 or the date of the retiree's death, whichever is earlier.
- (4) Upon the death of a retiree participating in the early retirement program, a surviving spouse 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.

8. Spouse/Dependent Medical Coverage on Death of Active Employee

- A. Upon the death of an active employee who is eligible for benefits, a surviving spouse and/or eligible dependents may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA).

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

- A. Upon the death of a retiree who is enrolled in the District's medical and dental plans, a surviving spouse and/or dependents may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.

# APPENDIX C: DISTRICT CLASSIFIED EVALUATION FORM

K \_\_\_\_\_

## Santa Barbara Community College District Classified Employee Evaluation

Employee Name \_\_\_\_\_ Classification \_\_\_\_\_ Last Evaluation Date \_\_\_\_\_

Department/Division \_\_\_\_\_ Employment Date \_\_\_\_\_ Evaluation Period \_\_\_\_\_

Permanent Employee (Annual)  Special Evaluation  3<sup>rd</sup> month Promotional  5<sup>th</sup> month Promotional

Probationary Employee  1st Month  3rd Month  5th Month (Determine Permanency)

Review the dimensions of performance: under each category, comment on the employee's accomplishments and challenges during the evaluation period. Indicate the level of performance achieved using the following scale:

- 5=Outstanding (Consistently exceeds expectations)
- 4=Exceeds Expectations (Often exceeds expectations)
- 3=Meets Expectations (Performs according to job description)
- 2=Needs Improvement (Improvement necessary to meet performance standards)
- 1=Unsatisfactory (Fails to meet acceptable performance standards)

**PLEASE NOTE: Individual category ratings must be in whole numbers**

- 1) **Quality of Work:** Demonstrates satisfactory knowledge of the job. Performs work with acceptable accuracy and is thorough in the work done. Displays commitment to excellence; looks for ways to improve and promote quality. Work is neat and presentable. Demonstrates ability to use current technology in performing job duties.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

- 2) **Quantity of Work:** Volume of work regularly produced within established schedules and deadlines that meet job requirements and guidelines. Demonstrates efficiency in use of time and resources including effective modes of communication i.e. email, telephone.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

- 3) **Work Habits:** Reports to work on time: complies with reporting standards for attendance; takes appropriate breaks and meal periods. Carries out tasks in an orderly and diligent manner. Carries out the responsibilities of the position with minimal supervision and guidance. Completes mandatory trainings as required. Complies with instruction, SBCC policies and procedures, including health and safety precautions. Adheres to Article 9.3 (Vacation) of CSEA contract and has not exceeded their 24-month maximum vacation accrual.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

- 4) **Work Attitudes:** Endeavors to improve work techniques. Accepts new ideas and procedures. Is solution-oriented. Is cooperative and willing to accept supervisor's suggestions for improvement. Accepts responsibility willingly within the job description guidelines. Balances individual and department responsibilities; works effectively as part of a group.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					



- 5) **Relationships with others:** Acts in a manner that reflects respect, collaboration, courtesy, civility, and appreciation. Gets along well with fellow staff, student and the public. Cooperates with supervisor and others. Observes established channels of communication. Consider the degree to which the staff member demonstrates professionalism in interactions and attempts to understand and respond to the needs of others who are internal or external to the department and/or College.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

- 6) **Performance-based Qualities:** Acts with good judgement. Demonstrates initiative and drive. Is adaptable to emergencies and new situations. Demonstrates problem-solving skills and knows when to bring a problem forward to the supervisor.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

- 7) **Leading Others:** Demonstrates effective leadership. Is fair and impartial in relationships with co-workers. Makes good and timely decisions. Trains and instructs co-workers effectively. Plans, schedules and makes assignments fair and impartially. Motivates others toward common goals, integrates changes, demonstrates ability to coach, mentor, train and develop others.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> N/A
<b>Comments:</b>						

- 8) **Professional Development:** Participates in the Professional Growth Program. Takes initiative to identify and participate in professional development and career goals. Applies professional development concepts to work assignment. Shares knowledge gained through professional development with others.

<b>Rating:</b>	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Comments:</b>					

**Employee to initial one option:**

I have performed work outside my current Board approved job description in the past calendar year.

I have not performed work outside my current Board approved job description in the past calendar year.

I have been asked by my supervisor to perform new duties in the past calendar year. I am unclear as to whether or not these duties are included in my current Board approved job description. I am requesting a meeting with my supervisor, Human Resources, and my labor representative in order to receive clarification.

**Performance Goals**

**Section 1)** List goals accomplished during this evaluation cycle.

**Section 2)** List goals established for the next evaluation cycle.

**Overall Work Performance**

Please calculate the overall performance rating by averaging the scores above. The formula is as follows: add the points for each applicable category and divide the total number of points by the number of applicable categories. Overall performance rating (round to the nearest tenth) \_\_\_\_\_

Please check the employee's overall rating:

5 = Outstanding    4 = Exceeds Expectations    3 = Meets Expectations    2 = Needs Improvement    1 = Unsatisfactory

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**For probationary employee only, recommend:**

- Grant Permanent Status
- Continue Probationary Period (1st and 3rd month evaluation only)
- Discontinue Employment of Probationary Employee

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**Evaluator's Comments:** (Category ratings of "Needs Improvement" or "Unsatisfactory" must be supported by a statement of the facts. Specific suggestions for improvement must be included. Comments may also include special commendations.)

**Employee Signature:** My signature below signifies that I have read and discussed this evaluation with my supervisor. It does not imply that I agree with the evaluation. A copy of this evaluation will be placed in my personnel file and provided to me. I understand that I have the right to submit a written response to this evaluation which shall be attached to this evaluation and placed in my personnel file.

---

<hr/> <p>Employee's Signature _____</p>	<hr/> <p>Date _____</p>	<hr/> <p>Supervisor's Signature _____</p>	<hr/> <p>Date _____</p>
<hr/> <p>Employee's Printed Name _____</p>		<hr/> <p>Supervisor's Printed Name _____</p>	
		<hr/> <p>Area Manager Signature _____</p>	<hr/> <p>Date _____</p>
		<hr/> <p>Area Manager Printed Name _____</p>	

**APPENDIX D: CSEA SALARY SCHEDULE TABLE 29 CLASSIFIED EMPLOYEES**

Range	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	Hourly	\$13.47	\$13.80	\$14.14	\$14.50	\$14.85	\$15.22	\$15.60	\$15.98	\$16.38
	Monthly	\$2,333.92	\$2,392.25	\$2,450.67	\$2,512.50	\$2,574.42	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42
	Annual	\$28,007	\$28,707	\$29,408	\$30,150	\$30,893	\$31,649	\$32,449	\$33,248	\$34,061
2	Hourly	\$13.80	\$14.14	\$14.50	\$14.85	\$15.22	\$15.60	\$15.98	\$16.38	\$16.78
	Monthly	\$2,392.25	\$2,450.67	\$2,512.50	\$2,574.42	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42
	Annual	\$28,707	\$29,408	\$30,150	\$30,893	\$31,649	\$32,449	\$33,248	\$34,061	\$34,901
3	Hourly	\$14.14	\$14.50	\$14.85	\$15.22	\$15.60	\$15.98	\$16.38	\$16.78	\$17.19
	Monthly	\$2,450.67	\$2,512.50	\$2,574.42	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75
	Annual	\$29,408	\$30,150	\$30,893	\$31,649	\$32,449	\$33,248	\$34,061	\$34,901	\$35,757
4	Hourly	\$14.50	\$14.85	\$15.22	\$15.60	\$15.98	\$16.38	\$16.78	\$17.19	\$17.63
	Monthly	\$2,512.50	\$2,574.42	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58
	Annual	\$30,150	\$30,893	\$31,649	\$32,449	\$33,248	\$34,061	\$34,901	\$35,757	\$36,667
5	Hourly	\$14.85	\$15.22	\$15.60	\$15.98	\$16.38	\$16.78	\$17.19	\$17.63	\$18.06
	Monthly	\$2,574.42	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42
	Annual	\$30,893	\$31,649	\$32,449	\$33,248	\$34,061	\$34,901	\$35,757	\$36,667	\$37,565
6	Hourly	\$15.22	\$15.60	\$15.98	\$16.38	\$16.78	\$17.19	\$17.63	\$18.06	\$18.52
	Monthly	\$2,637.42	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75
	Annual	\$31,649	\$32,449	\$33,248	\$34,061	\$34,901	\$35,757	\$36,667	\$37,565	\$38,517
7	Hourly	\$15.60	\$15.98	\$16.38	\$16.78	\$17.19	\$17.63	\$18.06	\$18.52	\$18.99
	Monthly	\$2,704.08	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58
	Annual	\$32,449	\$33,248	\$34,061	\$34,901	\$35,757	\$36,667	\$37,565	\$38,517	\$39,499
8	Hourly	\$15.98	\$16.38	\$16.78	\$17.19	\$17.63	\$18.06	\$18.52	\$18.99	\$19.46
	Monthly	\$2,770.67	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42
	Annual	\$33,248	\$34,061	\$34,901	\$35,757	\$36,667	\$37,565	\$38,517	\$39,499	\$40,481
9	Hourly	\$16.38	\$16.78	\$17.19	\$17.63	\$18.06	\$18.52	\$18.99	\$19.46	\$19.95
	Monthly	\$2,838.42	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33
	Annual	\$34,061	\$34,901	\$35,757	\$36,667	\$37,565	\$38,517	\$39,499	\$40,481	\$41,488
10	Hourly	\$16.78	\$17.19	\$17.63	\$18.06	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44
	Monthly	\$2,908.42	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67
	Annual	\$34,901	\$35,757	\$36,667	\$37,565	\$38,517	\$39,499	\$40,481	\$41,488	\$42,512
11	Hourly	\$17.19	\$17.63	\$18.06	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96
	Monthly	\$2,979.75	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67
	Annual	\$35,757	\$36,667	\$37,565	\$38,517	\$39,499	\$40,481	\$41,488	\$42,512	\$43,592
12	Hourly	\$17.63	\$18.06	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48
	Monthly	\$3,055.58	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67	\$3,722.42
	Annual	\$36,667	\$37,565	\$38,517	\$39,499	\$40,481	\$41,488	\$42,512	\$43,592	\$44,669
13	Hourly	\$18.06	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.01
	Monthly	\$3,130.42	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67	\$3,722.42	\$3,814.75
	Annual	\$37,565	\$38,517	\$39,499	\$40,481	\$41,488	\$42,512	\$43,592	\$44,669	\$45,777
14	Hourly	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.01	\$22.57
	Monthly	\$3,209.75	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67	\$3,722.42	\$3,814.75	\$3,911.75
	Annual	\$38,517	\$39,499	\$40,481	\$41,488	\$42,512	\$43,592	\$44,669	\$45,777	\$46,941
15	Hourly	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.01	\$22.57	\$23.14
	Monthly	\$3,291.58	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67	\$3,722.42	\$3,814.75	\$3,911.75	\$4,011.00
	Annual	\$39,499	\$40,481	\$41,488	\$42,512	\$43,592	\$44,669	\$45,777	\$46,941	\$48,132
16	Hourly	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.01	\$22.57	\$23.14	\$23.71
	Monthly	\$3,373.42	\$3,457.33	\$3,542.67	\$3,632.67	\$3,722.42	\$3,814.75	\$3,911.75	\$4,011.00	\$4,109.08
	Annual	\$40,481	\$41,488	\$42,512	\$43,592	\$44,669	\$45,777	\$46,941	\$48,132	\$49,309

Range	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
17	Hourly	\$19.95	\$20.44	\$20.96	\$21.48	\$22.01	\$22.57	\$23.14	\$23.71	\$24.31
	Monthly Annual	\$3,457.33 \$41,488	\$3,542.67 \$42,512	\$3,632.67 \$43,592	\$3,722.42 \$44,669	\$3,814.75 \$45,777	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556
18	Hourly	\$20.44	\$20.96	\$21.48	\$22.01	\$22.57	\$23.14	\$23.71	\$24.31	\$24.91
	Monthly Annual	\$3,542.67 \$42,512	\$3,632.67 \$43,592	\$3,722.42 \$44,669	\$3,814.75 \$45,777	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819
19	Hourly	\$20.96	\$21.48	\$22.01	\$22.57	\$23.14	\$23.71	\$24.31	\$24.91	\$25.53
	Monthly Annual	\$3,632.67 \$43,592	\$3,722.42 \$44,669	\$3,814.75 \$45,777	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108
20	Hourly	\$21.48	\$22.01	\$22.57	\$23.14	\$23.71	\$24.31	\$24.91	\$25.53	\$26.17
	Monthly Annual	\$3,722.42 \$44,669	\$3,814.75 \$45,777	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425
21	Hourly	\$22.01	\$22.57	\$23.14	\$23.71	\$24.31	\$24.91	\$25.53	\$26.17	\$26.83
	Monthly Annual	\$3,814.75 \$45,777	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813
22	Hourly	\$22.57	\$23.14	\$23.71	\$24.31	\$24.91	\$25.53	\$26.17	\$26.83	\$27.49
	Monthly Annual	\$3,911.75 \$46,941	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188
23	Hourly	\$23.14	\$23.71	\$24.31	\$24.91	\$25.53	\$26.17	\$26.83	\$27.49	\$28.18
	Monthly Annual	\$4,011.00 \$48,132	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616
24	Hourly	\$23.71	\$24.31	\$24.91	\$25.53	\$26.17	\$26.83	\$27.49	\$28.18	\$28.89
	Monthly Annual	\$4,109.08 \$49,309	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087
25	Hourly	\$24.31	\$24.91	\$25.53	\$26.17	\$26.83	\$27.49	\$28.18	\$28.89	\$29.61
	Monthly Annual	\$4,213.00 \$50,556	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587
26	Hourly	\$24.91	\$25.53	\$26.17	\$26.83	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35
	Monthly Annual	\$4,318.25 \$51,819	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129
27	Hourly	\$25.53	\$26.17	\$26.83	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11
	Monthly Annual	\$4,425.67 \$53,108	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699
28	Hourly	\$26.17	\$26.83	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89
	Monthly Annual	\$4,535.42 \$54,425	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325
29	Hourly	\$26.83	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68
	Monthly Annual	\$4,651.08 \$55,813	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325	\$5,663.83 \$67,966
30	Hourly	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68	\$33.51
	Monthly Annual	\$4,765.67 \$57,188	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325	\$5,663.83 \$67,966	\$5,807.50 \$69,690
31	Hourly	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68	\$33.51	\$34.34
	Monthly Annual	\$4,884.67 \$58,616	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325	\$5,663.83 \$67,966	\$5,807.50 \$69,690	\$5,952.25 \$71,427
32	Hourly	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68	\$33.51	\$34.34	\$35.20
	Monthly Annual	\$5,007.25 \$60,087	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325	\$5,663.83 \$67,966	\$5,807.50 \$69,690	\$5,952.25 \$71,427	\$6,100.67 \$73,208
33	Hourly	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68	\$33.51	\$34.34	\$35.20	\$36.07
	Monthly Annual	\$5,132.25 \$61,587	\$5,260.75 \$63,129	\$5,391.58 \$64,699	\$5,527.08 \$66,325	\$5,663.83 \$67,966	\$5,807.50 \$69,690	\$5,952.25 \$71,427	\$6,100.67 \$73,208	\$6,252.42 \$75,029

Range	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
34	Hourly	\$30.35	\$31.11	\$31.89	\$32.68	\$33.51	\$34.34	\$35.20	\$36.07	\$36.98
	Monthly	\$5,260.75	\$5,391.58	\$5,527.08	\$5,663.83	\$5,807.50	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92
	Annual	\$63,129	\$64,699	\$66,325	\$67,966	\$69,690	\$71,427	\$73,208	\$75,029	\$76,907
35	Hourly	\$31.11	\$31.89	\$32.68	\$33.51	\$34.34	\$35.20	\$36.07	\$36.98	\$37.91
	Monthly	\$5,391.58	\$5,527.08	\$5,663.83	\$5,807.50	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08
	Annual	\$64,699	\$66,325	\$67,966	\$69,690	\$71,427	\$73,208	\$75,029	\$76,907	\$78,841
36	Hourly	\$31.89	\$32.68	\$33.51	\$34.34	\$35.20	\$36.07	\$36.98	\$37.91	\$38.84
	Monthly	\$5,527.08	\$5,663.83	\$5,807.50	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50
	Annual	\$66,325	\$67,966	\$69,690	\$71,427	\$73,208	\$75,029	\$76,907	\$78,841	\$80,790
37	Hourly	\$32.68	\$33.51	\$34.34	\$35.20	\$36.07	\$36.98	\$37.91	\$38.84	\$39.82
	Monthly	\$5,663.83	\$5,807.50	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75
	Annual	\$67,966	\$69,690	\$71,427	\$73,208	\$75,029	\$76,907	\$78,841	\$80,790	\$82,821
38	Hourly	\$33.51	\$34.34	\$35.20	\$36.07	\$36.98	\$37.91	\$38.84	\$39.82	\$40.82
	Monthly	\$5,807.50	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75
	Annual	\$69,690	\$71,427	\$73,208	\$75,029	\$76,907	\$78,841	\$80,790	\$82,821	\$84,897
39	Hourly	\$34.34	\$35.20	\$36.07	\$36.98	\$37.91	\$38.84	\$39.82	\$40.82	\$41.83
	Monthly	\$5,952.25	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00
	Annual	\$71,427	\$73,208	\$75,029	\$76,907	\$78,841	\$80,790	\$82,821	\$84,897	\$87,012
40	Hourly	\$35.20	\$36.07	\$36.98	\$37.91	\$38.84	\$39.82	\$40.82	\$41.83	\$42.87
	Monthly	\$6,100.67	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92
	Annual	\$73,208	\$75,029	\$76,907	\$78,841	\$80,790	\$82,821	\$84,897	\$87,012	\$89,171
41	Hourly	\$36.07	\$36.98	\$37.91	\$38.84	\$39.82	\$40.82	\$41.83	\$42.87	\$43.96
	Monthly	\$6,252.42	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00
	Annual	\$75,029	\$76,907	\$78,841	\$80,790	\$82,821	\$84,897	\$87,012	\$89,171	\$91,428
42	Hourly	\$36.98	\$37.91	\$38.84	\$39.82	\$40.82	\$41.83	\$42.87	\$43.96	\$45.05
	Monthly	\$6,408.92	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17
	Annual	\$76,907	\$78,841	\$80,790	\$82,821	\$84,897	\$87,012	\$89,171	\$91,428	\$93,698
43	Hourly	\$37.91	\$38.84	\$39.82	\$40.82	\$41.83	\$42.87	\$43.96	\$45.05	\$46.18
	Monthly	\$6,570.08	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42
	Annual	\$78,841	\$80,790	\$82,821	\$84,897	\$87,012	\$89,171	\$91,428	\$93,698	\$96,053
44	Hourly	\$38.84	\$39.82	\$40.82	\$41.83	\$42.87	\$43.96	\$45.05	\$46.18	\$47.35
	Monthly	\$6,732.50	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42
	Annual	\$80,790	\$82,821	\$84,897	\$87,012	\$89,171	\$91,428	\$93,698	\$96,053	\$98,477
45	Hourly	\$39.82	\$40.82	\$41.83	\$42.87	\$43.96	\$45.05	\$46.18	\$47.35	\$48.52
	Monthly	\$6,901.75	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75
	Annual	\$82,821	\$84,897	\$87,012	\$89,171	\$91,428	\$93,698	\$96,053	\$98,477	\$100,917
46	Hourly	\$40.82	\$41.83	\$42.87	\$43.96	\$45.05	\$46.18	\$47.35	\$48.52	\$49.74
	Monthly	\$7,074.75	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17
	Annual	\$84,897	\$87,012	\$89,171	\$91,428	\$93,698	\$96,053	\$98,477	\$100,917	\$103,454
47	Hourly	\$41.83	\$42.87	\$43.96	\$45.05	\$46.18	\$47.35	\$48.52	\$49.74	\$50.97
	Monthly	\$7,251.00	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00
	Annual	\$87,012	\$89,171	\$91,428	\$93,698	\$96,053	\$98,477	\$100,917	\$103,454	\$106,020
48	Hourly	\$42.87	\$43.96	\$45.05	\$46.18	\$47.35	\$48.52	\$49.74	\$50.97	\$52.25
	Monthly	\$7,430.92	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75
	Annual	\$89,171	\$91,428	\$93,698	\$96,053	\$98,477	\$100,917	\$103,454	\$106,020	\$108,681
49	Hourly	\$43.96	\$45.05	\$46.18	\$47.35	\$48.52	\$49.74	\$50.97	\$52.25	\$53.55
	Monthly	\$7,619.00	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25
	Annual	\$91,428	\$93,698	\$96,053	\$98,477	\$100,917	\$103,454	\$106,020	\$108,681	\$111,387
50	Hourly	\$45.05	\$46.18	\$47.35	\$48.52	\$49.74	\$50.97	\$52.25	\$53.55	\$54.90
	Monthly	\$7,808.17	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75
	Annual	\$93,698	\$96,053	\$98,477	\$100,917	\$103,454	\$106,020	\$108,681	\$111,387	\$114,189

Range	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
51	Hourly	\$46.18	\$47.35	\$48.52	\$49.74	\$50.97	\$52.25	\$53.55	\$54.90	\$56.28
	Monthly	\$8,004.42	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17
	Annual	\$96,053	\$98,477	\$100,917	\$103,454	\$106,020	\$108,681	\$111,387	\$114,189	\$117,050
52	Hourly	\$47.35	\$48.52	\$49.74	\$50.97	\$52.25	\$53.55	\$54.90	\$56.28	\$57.68
	Monthly	\$8,206.42	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17
	Annual	\$98,477	\$100,917	\$103,454	\$106,020	\$108,681	\$111,387	\$114,189	\$117,050	\$119,978
53	Hourly	\$48.52	\$49.74	\$50.97	\$52.25	\$53.55	\$54.90	\$56.28	\$57.68	\$59.13
	Monthly	\$8,409.75	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17	\$10,249.25
	Annual	\$100,917	\$103,454	\$106,020	\$108,681	\$111,387	\$114,189	\$117,050	\$119,978	\$122,991
54	Hourly	\$49.74	\$50.97	\$52.25	\$53.55	\$54.90	\$56.28	\$57.68	\$59.13	\$60.61
	Monthly	\$8,621.17	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17	\$10,249.25	\$10,505.00
	Annual	\$103,454	\$106,020	\$108,681	\$111,387	\$114,189	\$117,050	\$119,978	\$122,991	\$126,060
55	Hourly	\$50.97	\$52.25	\$53.55	\$54.90	\$56.28	\$57.68	\$59.13	\$60.61	\$62.12
	Monthly	\$8,835.00	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17	\$10,249.25	\$10,505.00	\$10,766.75
	Annual	\$106,020	\$108,681	\$111,387	\$114,189	\$117,050	\$119,978	\$122,991	\$126,060	\$129,201
56	Hourly	\$52.25	\$53.55	\$54.90	\$56.28	\$57.68	\$59.13	\$60.61	\$62.12	\$63.67
	Monthly	\$9,056.75	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17	\$10,249.25	\$10,505.00	\$10,766.75	\$11,036.58
	Annual	\$108,681	\$111,387	\$114,189	\$117,050	\$119,978	\$122,991	\$126,060	\$129,201	\$132,439
57	Hourly	\$53.55	\$54.90	\$56.28	\$57.68	\$59.13	\$60.61	\$62.12	\$63.67	\$65.27
	Monthly	\$9,282.25	\$9,515.75	\$9,754.17	\$9,998.17	\$10,249.25	\$10,505.00	\$10,766.75	\$11,036.58	\$11,313.42
	Annual	\$111,387	\$114,189	\$117,050	\$119,978	\$122,991	\$126,060	\$129,201	\$132,439	\$135,761
58	Hourly	\$54.90	\$53.34	\$54.68	\$56.05	\$57.45	\$58.88	\$60.36	\$61.87	\$63.41
	Monthly	\$9,515.75	\$9,246	\$9,477	\$9,715	\$9,958	\$10,206	\$10,462	\$10,724	\$10,991
	Annual	\$114,189	\$117,050	\$119,978	\$122,991	\$126,060	\$129,201	\$132,439	\$135,761	\$139,138
59	Hourly	\$56.28	\$57.68	\$59.13	\$60.61	\$62.12	\$63.67	\$65.27	\$66.89	\$68.57
	Monthly	\$9,754.17	\$9,998.17	\$10,249.25	\$10,505.00	\$10,766.75	\$11,036.58	\$11,313.42	\$11,594.83	\$11,884.50
	Annual	\$117,050	\$119,978	\$122,991	\$126,060	\$129,201	\$132,439	\$135,761	\$139,138	\$142,614
60	Hourly	\$57.68	\$59.13	\$60.61	\$62.12	\$63.67	\$65.27	\$66.89	\$68.57	\$70.28
	Monthly	\$9,998.17	\$10,249.25	\$10,505.00	\$10,766.75	\$11,036.58	\$11,313.42	\$11,594.83	\$11,884.50	\$12,181.17
	Annual	\$119,978	\$122,991	\$126,060	\$129,201	\$132,439	\$135,761	\$139,138	\$142,614	\$146,174

Includes 04/21/2022 board approved increase of 5.5% COLA

## APPENDIX E: TELECOMMUTE FORM

### Classified and Classified Management Telecommuting Agreement

Telecommuting agreements are approved at the sole discretion of the District and are voluntary agreements between the employee and the manager/supervisor. I \_\_\_\_\_ (employee name) request to telecommute. This agreement begins on \_\_\_\_\_ and may continue until \_\_\_\_\_ (not to exceed 12 months), at which time the agreement must be reviewed for renewal. Continuing to telecommute is contingent upon sustaining acceptable performance standards as determined by the supervisor. The supervisor will perform a periodic review of the employee's performance and productivity. Either party may discontinue the agreement at any time within (10) days written notice and without adverse repercussions.

- Telecommuting day(s) will be (please circle): M T W TH F Sa Su  
(not to exceed 3 days per week).
- On campus days will be (please circle): M T W TH F Sa Su
- When telecommuting, the employee agrees to work and must be available during the assigned hours of \_\_\_\_\_.

Schedule changes initiated by an employee must be approved in advance by the supervisor. The duties, obligations, responsibilities and conditions of the telecommuters' employment with the District remain unchanged. The telecommuting unit member salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.

1. Agreement to allow the employee to telecommute shall not cause the District to incur any related costs.
2. Work hours, overtime compensation, use of sick leave, and approval for use of vacation and compensatory time will conform to District policies and procedures, departmental guidelines, and/or to the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by the employee and the supervisor.
3. Overtime to be worked must be approved in advance by the supervisor.
4. It is not allowable for employees to care for dependents while telecommuting.
5. If applicable, the employee must make appropriate dependent care arrangements during telecommuting periods.
6. The employee agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the supervisor and Risk Management at the earliest opportunity, and to hold the District harmless for injury to others at the telecommuting location.
7. The employee agrees to allow an authorized District representative to inspect the home office as needed.
8. The employee agrees to provide a secure location for District equipment and materials, and will not use, or allow others to use, such equipment for purposes other than District business. All equipment, records, and materials provided by District shall remain District property. The employee agrees to allow the District reasonable access to its equipment and materials.
9. The employee agrees not to use their personal vehicle for District business unless

specifically authorized by the supervisor.

10. The employee agrees to return District equipment, records, and materials within five (5) days of termination of this agreement. All District equipment will be returned to the campus by the employee for inspection, repair, replacement, or repossession within five (5) days written notice.
11. The unit member will implement best practices for effective information technology security in the home office setting, and will check with their supervisor when security matters are an issue.

Management retains the right to modify this Agreement on a temporary basis as a result of business necessity (for example, the unit member may be required to come to campus on a day usually scheduled as a telecommuting day), or as a result of a unit member request approved by the supervisor. The unit member understands they are responsible for tax and insurance consequences, if any, of this telecommuting arrangement, and for conforming to any local zoning regulations. This Agreement will be reviewed annually.

I have read this Telecommuting Agreement and agree to its terms.

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<b>Unit Member Name</b>	<b>Unit Member Signature</b>	<b>Date</b>
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<b>Supervisor Name</b>	<b>Supervisor Signature</b>	<b>Date</b>
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<b>Dean/Director Name</b>	<b>Dean/Director Signature</b>	<b>Date</b>
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<b>Area VP Name</b>	<b>Area VP Signature</b>	<b>Date</b>
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<b>VPHR Name</b>	<b>VPHR Signature</b>	<b>Date</b>
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CC: Human Resources

Revised: July 2014, September 2018, April 2019



## HEALTH & SAFETY CHECKLIST

Your health and safety while working remotely are very important to us at SBCC. The following checklist is provided so that you can make sure you can minimize any risks associated with remote working. Take some time to check each item, and review regularly.

<b>I. Electrical</b>	<b>Yes</b>	<b>No</b>
A. All electrical outlets in the work area are permanent in nature and properly grounded.	<input type="checkbox"/>	<input type="checkbox"/>
B. There are an adequate number of electrical outlets to support equipment in the work area.	<input type="checkbox"/>	<input type="checkbox"/>
C. Electrical cords are not frayed or otherwise damaged.	<input type="checkbox"/>	<input type="checkbox"/>
D. Extension cords are not being used as a permanent source of electricity.	<input type="checkbox"/>	<input type="checkbox"/>
E. Electrical equipment and tools are properly maintained.	<input type="checkbox"/>	<input type="checkbox"/>
F. Computers, peripheral equipment, and fax machines are connected to surge protectors to guard against damage from power surges.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II. Fire Protection</b>	<b>Yes</b>	<b>No</b>
<b>A. Smoke Detector</b>		
1. There is a smoke detector placed in a location near the work area and any equipment used to support teleworking.	<input type="checkbox"/>	<input type="checkbox"/>
2. Underwriter's Laboratory (UL) and/or the State Fire Marshall approve the smoke detector, and it has a function test mechanism.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smoke detector(s) have been tested at the time of installation and will continue to be tested on a monthly basis.	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Fire Extinguisher</b>		
1. A 2A10BC fire extinguisher is present.	<input type="checkbox"/>	<input type="checkbox"/>
2. The fire extinguisher is fully charged.	<input type="checkbox"/>	<input type="checkbox"/>
3. The fire extinguisher is within 10 feet of the electronic teleworking equipment and easily accessible to the teleworker.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III. Emergency Procedures</b>	<b>Yes</b>	<b>No</b>
A. There is an evacuation plan.	<input type="checkbox"/>	<input type="checkbox"/>
B. There is more than one way out of the work area (e.g., doors/ windows).	<input type="checkbox"/>	<input type="checkbox"/>
C. A first aid kit is on site.	<input type="checkbox"/>	<input type="checkbox"/>
<b>IV. Environment</b>	<b>Yes</b>	<b>No</b>
A. The work area is free of tripping hazards and is uncluttered.	<input type="checkbox"/>	<input type="checkbox"/>

- B. All equipment is adequately supported and free from the danger of falling.
- C. The work area has adequate lighting.
- D. Potentially hazardous chemicals are not stored in, or around, the work area

### V. Ideal Work Station Arrangement

(Check here  if you will NOT be using computer equipment and skip to Section VI.)

#### A. Positioning When Seated

- |                                                                                                                                                                         | Yes                      | No                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Are your forearms and wrists parallel to the floor and upper arms resting at your sides when positioned at the keyboard or work surface?                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are your thighs parallel to the floor?                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are your feet supported?                                                                                                                                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is there at least 2 inches of clearance between your thighs and the working surface?                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is there space, approximately the size of a fist, between the edge of the seatpan and the back of your knees?                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the top of the monitor at a comfortable height ( <i>i.e. no tilting of the head back or downward</i> )?                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the monitor screen at a comfortable distance from your eyes when in use ( <i>i.e. you don't have to lean forward or backward to see the text on the screen</i> )? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does your head and neck rest in a neutral position ( <i>i.e. facing forward, chin slightly down, shoulders relaxed</i> )?                                            | <input type="checkbox"/> | <input type="checkbox"/> |

#### B. Chair Adjustment

- |                                                                                                                                                        | Yes                      | No                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Is the height of the chair adjusted to allow you to sit in a neutral position ( <i>see your safety officer for a definition of this position</i> )? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the backrest of your chair supporting the curve of your lower back so that your spine is slightly arched?                                        | <input type="checkbox"/> | <input type="checkbox"/> |

#### C. Foot Support

- |                                                                                                                                                       | Yes                      | No                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Are your feet comfortably on the floor or a footrest?                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If a footrest is used, does it allow you to sit in a correct neutral position at your work station? ( <i>skip to D if a footrest is not used</i> ) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the footrest non-restrictive to allow for leg movement and easily removable?                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |

#### D. Video Display Terminal (VDT) Screen/ Monitor

- |                                                                   | Yes                      | No                       |
|-------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Is your monitor placed to avoid glare caused by light sources? | <input type="checkbox"/> | <input type="checkbox"/> |

- |                                                                                           |                          |                          |
|-------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 2. Is your screen angle and/or brightness and contrast controls adjusted to reduce glare? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is your screen clean and free from dust and smudges?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is your screen adjusted for good image contrast and brightness?                        | <input type="checkbox"/> | <input type="checkbox"/> |

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**V. Work Station Arrangement (Continued)**

- | E. Ideal Workspace Arrangement                                                                                                               | Yes                      | No                       |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Are materials and equipment accessed and/or used frequently typically positioned/placed within 16" of reach (comfort zone)?               | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are materials and equipment accessed and/or used less frequently typically positioned/placed within 16" to 24" of reach (secondary zone)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are frequently used materials/equipment positioned so harmful postures and motions are eliminated?                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are documents placed in the same visual plane as the screen face to reduce back and forth neck motions?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the telephone placed within proper reach on side opposite from the writing hand (i.e., on the left side if right handed)?              | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are most of your reaching motions below shoulder height and/or above knee height?                                                         | <input type="checkbox"/> | <input type="checkbox"/> |