

MEMORANDUM OF UNDERSTANDING

Between the

CONFIDENTIAL EMPLOYEES

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
Santa Barbara, California

January 2007 to December 2008



SANTA BARBARA CITY COLLEGE

SBCC District- Confidential Employees Memorandum of Understanding: Meet and Confer

1. Purpose of Memorandum

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the confidential employees (Confidential Group) of Santa Barbara City College.

This represents the previously agreed upon rights granted to confidential employees through past meet and confer sessions and additional right granted for the period from January 1, 2007 through December 31, 2008.

Subjects not covered in this Memorandum of Understanding shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict regarding a particular subject, the Memorandum shall prevail.

2. Confidential Group Defined

The Confidential Group includes employees, whether probationary or permanent employees, in designated positions in Human Resources and Legal Affairs, the Office of the President, the Office of the Executive Vice President of Educational Programs, and the office of the Vice President of Business Services.

3. Equitable Treatment Provision

Members of the Confidential Group are entitled to whatever applicable increases in the compensation/benefits allocation are negotiated with the Instructor's Association and CSEA.

4. Compensation

4.1 2007

For the 2007 calendar year, the salary schedule will be increased by 5.92%. The increase will be applied to salaries effective January 1, 2007.

4.2 2008

For the 2008 calendar year, the salary schedule will be increased by the percentage increase to the Cost of Living Adjustment (unrestricted general

funds) included in the signed 2007/08 state budget as reflected on the 2007/08 First Principal Apportionment document.

5. Salary Schedules

- 5.1 Confidential Group members will be paid according to Salary Schedule 28 as referenced in Appendix A .
- 5.2 A differential of 6 percent in addition to compensation on the salary schedule is allowed for individuals employed at SBCC in confidential positions as of July 1, 2005 so long as they remain employed by the District in a position designated as confidential. Individuals hired into confidential positions in the District after July 1, 2005 will not be eligible for any confidential class differential.

6. Implementation of the Ewing Classification Study

The Ewing Classification Study will be implemented consistent with the guidelines outlines in Appendix D.

7. Guidelines for Administration of Group Salary Schedules

7.1 Service Increments

Ten Years

A member of the Group who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment at ten years equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

Fifteen Years

A member of the Group who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment at fifteen years equivalent to 7.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

For each additional five year increment of service as described above beyond year fifteen (15), an additional career increment equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his

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

In determining eligibility for a longevity career salary increment, the calculation of service to the college will include all years of full-time service (classified and certificated) whether under federal, state, or private sector funding and whether in district probationary or regular status.

8. Benefits

8.1 Health and Welfare Benefits

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

8.2 Participation will be available for domestic partners pursuant to Appendix C.

8.3 Spouse/Dependent Medical Coverage on Death of Active Employee

Upon the death of an active employee who is eligible for benefits, a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans: the District will provide the District contribution for survivors for six months. After that, the a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA).

8.4 Spouse/Dependent Medical Coverage on Death of Retired Employee

Upon the death of a retiree who is enrolled in the District's medical and dental plans, a surviving spouse/domestic partner 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.

9. Leave Provisions

9.1 Vacation

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

9.1.2 A new Group member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she 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 Manager, a vacation may be granted an employee during his/her first six (6) months. The scheduling of all vacations shall be within the sole discretion of the District. Each regular full-time Group member shall be entitled to vacation leave with pay, subject to the following provisions:

- 9.1.2.1 From the employment date of full-time service, Group members earn one (1) working day credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.2 After the completion of the second (2nd) year of full-time continual service, Group members shall earn 1 1/4 working days of credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.3 After the completion of the seventh (7th) year of full-time continual service, Group members shall earn 1 1/2 days of credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.4 After the completion of twelve (12) years of full-time continual service, Group members shall earn 1 2/3 working days of credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.5 After completion of the eighteenth (18th) year of full-time continual service, Group members shall earn 1 5/6 working days of credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.6 After completion of the twenty-third (23rd) year of full-time continual service, Group members shall earn 2 1/12 working days of credit for each calendar month, or major fraction thereof, of employment.
- 9.1.2.7 Group members whose positions are excluded from overtime provisions in accordance with Education Code Section 88029 shall earn an additional 1/4 working day of vacation credit for each calendar month, or major fraction thereof, of employment. However, no Group member shall earn more than twenty-five (25) working days of vacation per year.
- 9.1.3 It is the policy of the Santa Barbara Community College District that vacation be taken annually; however, vacation credit may be accumulated to a total not exceeding that which the Group member could earn in fifteen (15) months, except that, upon written approval of the Vice President, Human Resources & Legal Affairs, vacation credit may be accumulated to a total not exceeding that which the Group member could earn in two (2) years. Vacation credit in excess of the maximum shall be forfeited. A maximum of twenty (20) vacation days may be taken by Group members with sixty (60) months or less of continuous service. A maximum of thirty

(30) days vacation may be taken by Group members with more than sixty (60) months of continuous service.

When special projects of college-wide significance prevent a confidential employee from using earned vacation time, the supervisor of the confidential employee may certify in writing to the appropriate Human Resource administrator that the 15 month period should be extended proportionally. The Human Resources administrator will confirm this for the employee and for Payroll.

- 9.1.4 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.
- 9.1.5 All Group 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 bear to full-time service.
- 9.1.6 No payment in lieu of taking vacation shall be paid to any Group member, except upon termination of employment, except that Group members who have not completed six months employment in probationary status shall not be entitled to such payment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of termination.
- 9.1.7 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the Group member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall make a reasonable effort to schedule vacations for the dates requested by Group members and shall respond to the Group members request for vacation within five (5) working days upon receipt of the request. Once a written vacation request has been approved by the Supervisor, the scheduled vacation time cannot be changed or cancelled, by either the Supervisor or Group member, except by mutual agreement.

When it is convenient to the Department and when two or more Group members' requests are for vacations in the same time period, the Group member with the greater seniority shall be granted his/her request. If the Group members involved have equal seniority, then they shall be chosen by lot.

All ten (10) and eleven (11) month Group members shall take earned vacations during the Christmas and/or Spring vacations or as otherwise approved by the immediate supervisor.

9.2 Illness and Bereavement While on Vacation

Any Group member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave under the following conditions:

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

- 9.2.2 If the illness or bereavement is such that had the Group member been working, he/she would have been absent on sick or bereavement leave; and
- 9.2.3 If the request is filed with the Human Resources & Legal Affairs Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and,
- 9.2.4 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 Group member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the Group member's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation, as defined in Section 8.1.3.

9.3 Catastrophic Illness Leave Donation Program

9.3.1 Purpose: The purpose of this program is to allow permanent certificated, classified management and confidential employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees who have completely exhausted other paid leave benefits. The program is voluntary.

9.3.2 Contributions: Effective January 1, 2002 any Confidential Group employee may donate up to five (5) days of accumulated sick leave to another eligible college employee (Management Group, Confidential Group employee, CSEA unit member or IA 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 (based on the donating employee's assignment). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to six (6) days.

- (1) The donating employee must, after the donation, retain a minimum of two year's worth of accrued, unused sick leave from prior accumulations.
- (2) The donating employee shall execute and file with the Human Resources and Legal Affairs Department a form authorizing and irrevocable assigning the donated leave to the donee employee.

9.3.3 Eligibility: Group employees shall be eligible to request the donation of other SBCC employees' sick time subject to the following conditions and limitations:

- (1) The employee is a permanent Confidential Group employee of the college.
- (2) The employee 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 employee has exhausted all of his/her available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.
- (4) The maximum number of donated days which may be utilized by one employee for a single catastrophic illness or injury shall not exceed 125 days.
- (5) Each employee shall be limited to one donation request per 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 employees receiving leave.

9.3.4 Administration:

- (1) Applications for benefits shall be submitted to the Human Resources and Legal Affairs Department on a District form.

- (2) The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.
- (3) After verifying the employee's eligibility, the District's Human Resources and Legal Affairs Department will circulate a request for sick leave donations to be submitted to the payroll department (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 employee 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 was withheld, the employee shall be solely liable for the additional taxes.
- (6) No action taken under this section shall be subject to any District grievance procedure. Employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

9.4 Personal Necessity

9.4.1 Confidential employees may use up to ten days of sick leave a year for personal necessity.

10. Professional Growth

Confidential Group members are eligible to participate in the District Professional Growth Program for Classified Employees

11. Course Enrollment

All Group employees may enroll in and audit one credit course each semester without payment of the audit or health fee.

All Group employees may enroll in and audit one noncredit course each term and the District shall waive the enrollment fee.

12. Participation in Tax Annuity Programs

Group employees employed regularly more than 20 hours a week may participate in a tax annuity plan.

13. Early retirement incentive program

13.1 Eligibility

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

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

13.2 Medical

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

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

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

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

13.3 Employment with the District

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

14. MOU Replaces Previous MOUs

This Memorandum of Understanding supercedes previous Memoranda of Understanding between the District and confidential employees.

PAM BLANCHARD
Human Resources Technician II
Confidential Group Representative

JOHN ROMO
Superintendent/President
Santa Barbara City College

LEILANI BROWNE
Administrative Assistant III
Confidential Group Representative

Board Approved: _____
Date

APPENDICES

Appendix A – Confidential Group Salary Schedule 28

Appendix B – Health and Welfare Benefits

Appendix C – Domestic Partnership

Appendix D – Implementation of the Ewing Classification Study

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.

2006-2007

Medical Coverage Waiver	\$2,000
Single	\$5694
Two-party	\$10,042
Family	\$14,382

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

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

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

5. The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference.
6. Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) program. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.

Appendix C

Domestic Partner Coverage Procedures

I. Eligibility:

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

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

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

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

II. Documentation Required to Receive Domestic Partner Coverage:

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

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

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

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

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

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

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

IV. Enrollment Deadlines

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

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

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

V. Premium Payment / Tax Consequences

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

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

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

Appendix E

IMPLEMENTATION OF THE EWING CLASSIFICATION STUDY

The Ewing Classification study will be implemented for management/supervisory employees as follows:

1. Full implementation of the study will occur over a three year time span.
2. Effective July 1, 2005, the recommended job (class) descriptions will be implemented. At the same time, the recommended salary schedule will go into effect to the extent set forth below:
 - a. A new 9 step salary schedule will be used. Subject to the provisions of subsection "b" below, employees on the payroll as of June 30, 2005, will be rated-in as follows: current step A will go to step 5, current step B will go to step 6, current step C will go to step 7, current step D will go to step 8, current step E will go to step 9.
 - b. If there is a discrepancy between the employee's salary on June 30, 2005 and placement on the new schedule on July 1, 2005, the discrepancy will be handled as follows:
 - 1) No downgrades. If a position was recommended for a reduction in salary (i.e., the June 2005 salary is higher than placement on the new salary schedule), the position will be "grandpersoned." For purposes of this agreement "grandpersoned" means that incumbents would remain at their current salary while new employees would be hired at the lower rate. Incumbents' salaries would not be frozen (as in "Y" rating) but would instead continue to enjoy the benefits of the existing range, including future across-the-board salary increases, as long as the incumbent continues to be employed by the District.
 - 2) If the step on the new schedule would result in a higher salary for the employee, then the employee will receive 1/3 of the difference between the employee's current salary and the salary reflected on the new schedule for each year of the implementation (ie., first year 1/3 of the difference; second year 2/3 of the difference; third year, the full salary reflected on the new schedule). If, however, 1/3 of the difference in the first year would result in an employee receiving a salary that was less than that reflected in step 1 of the new schedule, then the employee will be placed on, and receive the salary of step 1 of the new schedule. By the third year all incumbents will be rated in at the steps set forth in section 2(a) above.
3. In the first year of implementation new hires could be hired at steps 1-5, as appropriate. In the second year of implementation new hires could be hired at steps 1-6, as appropriate. In the third year of implementation and thereafter, new hires could be hired at steps 1-7, as appropriate.