

**Tentative Agreement
By and between the
Santa Barbara Community College District
And the
California School Employees Association and its
Santa Barbara City College CHAPTER #289**

This Tentative Agreement (TA), is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter #289 (CSEA or Association).

The parties agree to the following changes regarding Article 6: Compensation and Benefits:

6.1 Compensation

6.1.1 2015/16

~~50% of the 2014-15 surplus (Unrestricted General Fund 2014-15 net revenues less expenses and transfers, based on estimated unaudited actual for the unrestricted general fund prepared as of September 30, 2015) will be disbursed as a one-time payment to full and part-time faculty, permanent classified staff and management. For classified employees, the payment will be determined as a percentage of base salaries plus longevity for the 2014-15 fiscal year for all full time employees employed as of June 30, 2015. The percentage for the one-time payout is not to exceed 1.5% of base salary plus longevity for the 2014-15 fiscal year.~~

~~The 2015-16 COLA percentage (as reflected in the final state budget) will be added to applicable salary schedules for each step on the 2014-15 schedules.~~

~~The successor contract term will be for the three years July 1, 2015 through June 30, 2018 with reopeners each year on salary and benefits.~~

6.1.2 Equitable Treatment

~~The District and CSEA agree that in the event the District agrees to implement a more favorable across-the-board salary adjustment to the full-time regular salary schedule of the Instructors' Association Agreement, the CSEA bargaining unit shall receive the same increase.~~

6.1.1 2018 - 2019

Effective July 1, 2018, the salary schedule for classified employees shall be increased by a percentage equal to the actually received COLA in the adopted budget plus any difference received by other employee groups which will be deemed as equitable treatment. The actual amount received during this fiscal year was a 7% salary

adjustment that comprised a 2.71% COLA adjustment plus a 4.29% equitable treatment adjustment.

2019 - 2020

Any salary adjustment for Fiscal Year 2019-2020 will be negotiated through reopener negotiations.

2020 - 2021

Any salary adjustment for Fiscal Year 2020-2021 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 2015-16 rates effective October 1, 2015.~~

The District will fund the lowest cost 80% health insurance plan at the 2015-16 ~~applicable rate~~ effective October 1st 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:

1. 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.

2. 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.

3. 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 (October 1 effective date).

B. 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.

4. 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.

~~6.2.3 Professional Growth Enrollment~~

~~Current unit members only may enroll in classes offered by the Professional Development Center without payment of the enrollment fee for up to three classes per one academic year.~~

~~**Moved to section 6.7*~~

6.3.9 Salaries for Increments

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.**

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** Professional Growth credit for classified employees who are CSEA unit members shall be evaluated by a CSEA Professional Growth Committee Consisting of a member of the Human Resources Staff of their designees appointed by the Vice President of Human Resources and designees a member 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 only may enroll in classes offered by the Professional Development Center without payment of the enrollment fee for up to three classes per one academic year.~~

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

This Tentative Agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Elizabeth Auchincloss
Chapter President
Chapter #289

Lyndsay Maas
Vice President
Santa Barbara Community College District

Mark Moore
Labor Relations Representative
California School Employees Association

8/28/19
Date