

Santa Barbara Unified School District
California School Employees Association and its Chapter 37

TENTATIVE AGREEMENT

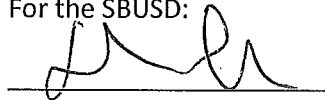
2013-2014 Negotiations

May 31, 2013

The parties met and negotiated changes or amendments to Article V (Wages), Article VI (Hours) and Article XV (Disciplinary Action and Appeal), and came to agreement as noted on the attached documents.

The parties understand that this Agreement is subject to CSEA 610 policy review and unit ratification, and approval by the Board of Education.

For the SBUSD:



Dr. David Cash
Lead Negotiator

5/31/13

For the CSEA:



Paul Rooney
President, Chapter 37

5/31/13

Proposal

Santa Barbara Unified School District

California School Employees Association, Chapter 37

Article V Wages

Unit members shall receive a one time, off schedule two (2) percent bonus on the base salary, payable on June 30, 2013. The base salary does not include any salary differentials, such as bilingual premium pay, shift differential or Professional Growth increments.

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Santa Barbara Unified School District

CSEA Chapter 37

Initial Proposal (Revision B)

2013-14 Negotiations

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Article XV, Disciplinary Action and Appeal (Revised)

The sections of Article XV are incorrectly numbered as 14.1, 14.2 and so on. The District proposes to renumber the sections 15.1, 15.2 and so on.

In addition to renumbering Article XV, the District proposes the following change to 14.6 b, which currently reads:

"A notice of such intent shall be served on the employee either in person or by registered/certificated mail, return receipt requested, to the employee's last known address. While the employee shall remain in paid status until completion of all disciplinary procedures set out below, the District at its discretion may relieve the employee from active duty pending completion of the process due."

To read:

"A notice of such intent shall be served on the employee whether in person or by registered/certified mail, return receipt requested, to the employee's last known address. In the event that *termination* is the recommendation of the Skelly officer, the District may relieve the employee from active duty and paid status upon completion of the Skelly procedure and prior to the appeal process. In the event the disciplinary action is overturned by proper authority, the

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Board of Education will ~~consider~~ returning the employee to paid status retroactive to the date the non-paid status was initiated.

Rationale for this amendment:

In the case of a termination proceeding, the existing language puts the District at a financial disadvantage because it must hire a substitute until all appeal actions have concluded. Paying full wages and benefits for the employee under potential discipline, and the wages of a substitute for an indeterminate period of time, is an inordinate burden to the District and taxpayers. If the proposed discipline is upheld, the District has no recourse to recover wages paid to the employee; the District is simply out the money.

The proposed language levels the playing field and creates a greater incentive to move the appeal process to conclusion. If the proposed discipline is overturned by a hearing office or the Board of Education, the employee has recourse to recover back wages and any other entitlements to which he or she is due.

Article VI

Hours

Delete all of Sections 9 & 10

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Section 9 — Furlough Days (Health and Welfare)

Effective July 1, 2009, in accordance with the SBSD and CSEA agreement, classified unit employees will take one (1) furlough day per school year as follows:

- ~~12 Month Employees: The Wednesday before the Thanksgiving Day Holiday.~~
- ~~11 Month and 10 Month employees: Based on the employee's assigned work calendar, the last work day in June.~~
- ~~9 Month Employees: The workday following the student's last day of school~~

Section 10 — Furlough Days (Fiscal Solvency)

- ~~For fiscal year 2011-12, if the district receives a loss of revenue limit funding per each unit of average daily attendance (ADA) between \$19 per ADA (proposed in the 2010-11 May Revision to the Governor's proposed 2011-12 budget) and \$150 per ADA, the district will not require furlough days for the 2011-12 school year.~~
- ~~For fiscal year 2011-12, if the district receives a loss of revenue limit funding per each unit of average daily attendance (ADA) between more than \$150 per ADA and \$250 per ADA, the district will require three (3) furlough days for the 2011-12 school year.~~
- ~~For fiscal year 2011-12, if the district receives a loss of revenue limit funding per each unit of average daily attendance (ADA) between more than \$250 per ADA and \$330 per ADA, the district will require five (5) furlough days for the 2011-12 school year.~~

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- ~~For fiscal year 2011-12, if the district receives a loss of revenue limit funding per each unit of average daily attendance (ADA) between more than \$330 per ADA and \$550 per ADA, the district will require seven (7) furlough days for the 2011-12 school year.~~
- ~~For fiscal year 2011-12, if the district receives a loss of revenue limit funding per each unit of average daily attendance (ADA) between more than \$550 per ADA and \$679 per ADA, the district will require ten (10) furlough days for the 2011-12 school year.~~
- ~~The parties agree to meet and negotiate the implementation of the above referenced furlough days when one of the following occurs:~~
- ~~The State fiscal year 2011-12 budget is adopted (provided that State revenues are not predicated on the passage of temporary tax extensions during the 2011-12 fiscal year);~~
- ~~The State fiscal year 2011-12 budget is adopted and State revenues are predicated on the passage of temporary tax extensions during the 2011-12 fiscal year and the temporary tax extensions fail to pass.~~
- ~~Immediately following the May Revise to the governor's proposed 2012-13 fiscal year budget, parties will bargain the effects of any further reduction of the District's deficated revenue limit. This may or may not include furlough days.~~
- ~~Immediately following the May Revise to the governor's proposed 2013-14 fiscal year budget, parties will bargain the effects of any further reduction of the District's deficated revenue limit. This may or may not include furlough days.~~
- ~~For fiscal year 2011-12, the parties agree to meet and review the unaudited actuals for the 2010-11 fiscal year in September of 2011. If the district's unrestricted ending balance exceeds six (6) percent, the district agrees to grant GSEA a one time off schedule equivalent to one (1) percent increase to the salary schedule.~~
- ~~For fiscal year 2012-13, the parties agree to meet and review the unaudited actuals for the 2011-12 fiscal year in September of 2012. If the district's unrestricted ending balance~~

exceeds six (6) percent, the district agrees to grant CSEA a one time off schedule
equivalent to one (1) percent increase to the salary schedule.

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