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UPM/MCCD COLLECTIVE BARGAINING AGREEMENT

July 1, 2004 – June 30, 2007

PREAMBLE

This Agreement is entered into this 15th day of November, 2005 by and between United Professors of Marin, AFT Local 1610 (hereinafter referred to as "UPM/AFT" or UPM) and the Marin Community College District (hereinafter referred to as "District" or MCCD).

ARTICLE 1: RECOGNITION

1.1 For the purposes of this Agreement, the Unit shall include:

- (a) all permanent/probationary faculty;
- (b) all faculty employed in FTES generating instruction;
- (c) all faculty employed in fee based (non-FTES and not for credit contract education) instruction whose period of employment is twelve (12) or more days in a contract year (a contract year runs from July 1 to June 30) provided for in Article 1.1.1.
- (d) all temporary credit faculty;
- (e) the following Children's Center positions: Children's Center Site Supervisor, Children's Center Lead Teacher, Children's Center Teacher (employee holding a "Teacher" and/or "Associate Teacher" permit).

1.1.1 Not-For-Credit Contract Education.

The District may provide Not-for-Credit Contract Education courses as provided herein:

A unit member working in the not-for-credit contract education may voluntarily work outside the assignment provisions of Article 6 and Section 10.1.2 of the CBA.

Unit members instructing in not-for-credit contract education shall be paid at least the stipend rate as provided in Article 3.16(c).

No unit member working under this provision shall be accorded ETCUM status as provided in Article 6.8 and Article 7.

The District agrees there shall be no adverse impact on any unit member (s) in wages, benefits and work conditions as a result of the implementation of this program.

1.2 Any UPM unit member who is assigned and accepts either managerial or supervisory duties over UPM unit members (i.e., hiring, firing, evaluating, promoting, demoting, grievance administration, disciplining, transferring and/or assigning UPM unit members) shall immediately be removed from the UPM unit and therefore shall have their salary and fringe benefits placed on the non-instructional side of the CCFS 311 report form and all reports regarding expenditure accounting regarding the "50% Law." Children Center Site Supervisor and Children's Center Assistant Site Supervisor do not supervise unit members as defined herein and therefore, are unit members covered by the terms and conditions of this agreement.

However, if a UPM unit member is assigned and accepts an administrative or coordination assignment that does not require the performance of managerial or supervisory duties over UPM unit members, he/she shall remain in UPM's unit but shall have that portion of their salary and fringe benefits that equals the administrative/coordination pro rata portion of their assigned duties placed on the non-instructional side of the CCFS 311 report form and all reports regarding "50% law" expenditure accounting.

1.3. The Unit definition of 1.1 above shall include the following positions: Instructor, Librarian, Counselor, College Health Center Nurse, Coordinator ("Director") of Extended Opportunity Programs and Services,

Coordinator of the Art Gallery, Coordinator of the Disabled Students Program, Children's Center Site Supervisor, Children's Center Lead Teacher and Children's Center Teacher. Compensation for all positions cited above shall be determined by past practice unless otherwise provided for in the agreement.

1.3.1 In addition, the following positions may be compensated by reassigned time, overload, or stipend as designated for the 2005/06 work year.

Assistant Director of Nursing.....	5.0 TU	(Teaching Units) per semester
Coordinators of Fine & Visual Art Programs:		
Ceramics & Sculpture.....	1.0 TU	(Teaching Unit) per semester
Jewelry.....	1.0 TU	(Teaching Unit) per semester
Photography.....	1.0 TU	(Teaching Unit) per semester
Coordinator of AutoTech/Auto Body.....	2.0 TU	(Teaching Units) per semester
Coordinator of Biology Lab KTD.....	2.0 TU	(Teaching Units) per semester
Coordinator of Business Skills KTD.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Business Skills IVC.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Comptr. Info. Sys. KTD	2.0 TU	(Teaching Units) per semester
Coordinator of Computer Science (KTD) ..	1.0 TU	(Teaching Unit) per semester
Coordinator of Court Reporting.....	3.0 TU	(Teaching Units) per semester
Coordinator of Dental Assist. Program	2.0 TU	(Teaching Units) per semester
Coordinator of Early Childhood Ed.	1.5 TU	(Teaching Unit) per semester
Coordinator of English CW Lab.....	3.0 TU	(Teaching Units) per semester
Coordinator of English Skills.....	2.0 TU	(Teaching Units) per semester
Coordinator of ESL Non-Credit.....	3.0 TU	(Teaching Units) per semester
Coordinator of Film Program.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Math Lab KTD	2.0 TU	(Teaching Units) per semester
Coordinator of Math Lab IVC.....	2.0 TU	(Teaching Units) per semester
Coordinator of Math Sci. Lrng Ctr. KTD...	1.0 TU	(Teaching Unit) per semester
Coordinator of Multimedia Studies Prog. ..	1.0 TU	(Teaching Unit) per semester
Coordinators of Performances:		
Dance.....	2.0 TU	(Teaching Units) per semester
Drama	2.0 TU	(Teaching Units) per semester
Music	2.0 TU	(Teaching Units) per semester
Coordinator of Physical Education.....	2.0 TU	(Teaching Units) per semester
Coordinator of Student Newspaper.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Work Experience.....	2.0 TU	(Teaching Units) per semester

1.3.2 Effective July 1, 2006, the District may or may not at their discretion offer the coordinator assignments as defined in 1.3.1 above to units members. All coordinators shall be unit members who voluntarily agree to the assignment. Normally such assignments shall be for one semester but may be extended beyond this period if deemed necessary by the District. A coordinator assignment may be terminated at any time upon written notification to the unit member and UPM by the District. Any deletions, or other changes to the list above (including unit allocations) shall require a negotiated agreement between UPM and the District.

1.3.3 Any proposed new coordinator positions not listed in 1.3.1, above, shall be referred to the UDWC.

Coordinators shall be compensated by reassigned time, overload or stipends as determined by the unit member

The UPM shall be advised of the selection of all coordinators and the specific nature of the duties to be performed and the intended duration of the assignment.

1.3.4 A committee shall be formed of two (2) District and two (2) UPM representatives to study the amount of reassigned time, overload or stipends provided to unit members as compensation for department chair work. The committee shall meet within 30 days of the ratification of this agreement and shall present a report to the District and to UPM within the following 60 day period. This study shall also focus on the responsibilities of the

Department chairs. If the committee cannot agree on recommendations in a final report, either party may submit their recommendations in writing in a separate report. The report(s) and recommendations of the committee shall become the basis for a re-opener in subsequent negotiations to begin in the following contract year.

1.4 The unit as recognized by the District may be modified in accordance with a decision rendered by the Public Employment Relations Board on a contested position or by mutual agreement of the parties.

1.5 Temporary Employee Equity

Part-time unit members assigned a pro-rated unit load and paid on the credit salary schedule shall work equivalent pro-rated hours and duties as designated in Article 8 of the CBA.

For purposes of reporting STRS creditable service, the full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in the part-time position. (Section 22138.5 of the Education Code).

1.5.1 Any unit member on a temporary contract placed on the credit salary schedule (step and column) shall be paid at 90% (2005/06; paid retroactively from July 1, 2005), and 95% (effective July 1, 2006) of the designated salary, pro-rated in accordance with their unit assignment.

ARTICLE 2: PAYROLL DEDUCTIONS
(Entire Article Applicable to Children's Center Unit Members)

2.1 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members of UPM/AFT 1610 on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

2.2 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members who, after the date of the execution of this Agreement, become members of UPM/AFT 1610 and submit to the District the dues authorization forms.

ARTICLE 3: WAGES

3.0

- (a) Effective July 1, 2004 the steps and columns of the Credit and Noncredit Salary Schedules for unit members (Appendix A-3, effective 1/1/2003) shall be increased by 1% and paid retroactively from July 1, 2004. An additional 3% bonus shall be paid to each unit member based on their placement on the adjusted salary schedule(s).
- (b). Effective July 1, 2005 the steps and columns of the updated Credit and Noncredit Salary Schedules for unit members shall be increased by 6% and paid retroactively from July, 2005.
- (c). Effective July 1, 2006 the steps and columns of the updated Credit and Noncredit Salary Schedules for unit members shall be increased by 6%.
- (d). Step movement of unit members on the salary schedule is as provided in 3.9.6.
- (e). All retroactive pay and benefit compensation for 2004/05 and 2005/06 shall be disbursed within sixty (60) days of the ratification of this agreement.
- (f). Substitute Pay: The current Substitute Instructor Salary Schedule shall be modified to show the substitute rate equal to the stipend rate, to be increased the same percentage rate as column 3, step on the updated Salary Schedule as of July 1, 2004, then July 1, 2005 and finally July 1, 2006.
- (g). Stipend: The Stipend Rate of \$52.88 shall be increased by the same percentage as column 3, step 10 on the Credit Salary Schedule July 1 2004, 2005 and 2006.

3.1 Definition of Part-Time Equity and Part-Time Equity Pay Formula

Part-time temporary credit unit members shall be paid pro-rata on the credit salary schedule as determined by workload assignment and in accordance with 1.5.1.

3.2 Intersession Rate - Credit Program

All unit members employed during intersession in the credit program shall be paid pro-rata on the credit salary schedule as determined by workload assignment and in accordance with 1.5.1.

3.3 Compensation Formula: Temporary Unit Members in Non-credit Semester Program on Campus

- (a) All temporary ESL unit members and all other temporary unit members working in the non-credit semester program on campus within the academic year shall be placed on the credit salary schedule in accordance with their years of equivalent full-time service (where full time equals 30 hours per week times 35 weeks = 1050 hours per academic year) and shall be paid in accordance with the formula set forth in Section 3.1 and as determined by the employee's placement on the credit salary schedule.

Salary shall be determined according to the following formulas:

Lecture: First determine credit salary step and column. Then hours per semester divided by 425 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

Lab: First determine credit salary step and column. Then hours per semester divided by 525 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

Initial placement for temporary ESL unit members working the non-credit semester program on campus shall be no higher than Step 7. Step 14 is the highest step on the credit salary schedule for advancement.

(b) The non-credit instructor hourly salary schedule shall be modified by increasing each of its steps and columns by the same percentage increase given step 10, column 3 of the Credit Salary Schedule (i.e., as granted due to the provisions of 3.0 (a) above) effective 7/1/2004.

3.4 Compensation Formula: Unit Members Working in Non-credit Service Program

Unit members working in the non-credit service program shall be paid based upon the hours of employment and years of service as recognized on the current non-credit instructor hourly salary schedule for all courses taught on a quarter schedule. Service in summer intersession assignments (summer quarter) shall be counted for the purposes of establishing salary longevity pay rates from 1/1/86 on.

3.5 Initial and Highest Salary Placement: Temporary Unit Members Working in the Credit Program

All ETCUMS employed by the District prior to and including July 1, 2001 (when highest salary placement was step 3) shall be reevaluated for advanced placement based on prior work experience up to step seven. All units earned at MCCC accrued, beginning July 1, 2001, will be applied towards advancement on the salary schedule up to step 14. Reevaluation shall be completed by December 15, 2005. There shall be no retroactive compensation for any salary adjustments.

3.6 Definition of an Earned Doctorate

3.6.1 For the purposes of salary placement and bonus awards, an "earned doctorate" is defined as a degree containing the word "doctor" which is awarded by an institution accredited, at the time of the granting of the degree, by an organization acceptable to the University of California, Graduate Division.

3.6.2 If the degree is not granted by an organization that is acceptable to the University of California Graduate Division, the employee must furnish proof of acceptance of the degree by Stanford University or any California State University. Earned doctorates from foreign institutions must be acceptable in the same manner.

3.7 Unit Members: Compensation For Work Performed Beyond 175 Days

All permanent/probationary unit members working in the credit and non-credit semester programs on campus, paid on the credit salary schedule, and working more than 175 days per academic year/work year shall be paid the intersession rate for all work performed beyond 175 days of the academic year/work year (as defined in 9.1 of the CBA).

3.8 Management Teaching Salaries

A manager who teaches in the credit program may have that portion of his/her salary charged on the instructional side of the 50% calculation.

The portion of salary charged shall be 86% pro-rata pay per unit after determining the manager's placement on the "Credit Salary Schedule" according to the same criteria used for all unit members working in the credit program.

Since the State Chancellor's Office will not accept modifications to the prior year CCFS-311 reports, UPM/AFT agrees to accept the amounts submitted in all prior years for pro-ration of management salaries for teaching.

3.8.1 Certificated district managers assigned teaching duties in accordance with Section 8.13.1 of the CBA are not members of the UPM Collective Bargaining Unit (see Section 1.2 of the CBA).

3.9 Placement and Vertical Movement (Steps)

3.9.1.1 Initial Step Placement on the Credit Salary Schedule

All newly hired probationary unit members and District certificated management employees who become unit members (as provided for in Section 1.1 & 1.2 of the agreement) shall be placed on the credit salary schedule for the

first time. They shall be asked to furnish information and documentation to Human Resources showing “creditable” (see 3.9.2) previous experience that would affect their initial step and column placement on the Credit Salary Schedule. The newly hired/probationary unit member will be tentatively placed no higher than step fourteen (14) on the salary schedule pending review of all required documents submitted to Human Resources. All previous “creditable” education and work experience must be documented before the end of the semester or summer session (except as provided for in Section 3.9.9.2). A change will be made in the salary placement and supplemental pay or payroll deduction accordingly, if:

- 1) Transcripts and other criteria defined herein (3.9.2) support a higher placement on the salary schedule or
- 2) Transcript(s) and/or letters(s) certifying experience, submitted within the semester or summer session, do not verify sufficient and/or creditable course work or experience (defined above) to justify the tentative placement or
- 3) No documentation is provided by the end of the semester or summer session in which the work takes place.

If the documentation is furnished after the end of the semester or summer session, a salary schedule adjustment will be effective the first pay period following submission of sufficient documentation. There shall be no retroactive payment.

Initial vertical placement on the Credit Salary Schedule shall be determined solely on the basis of the criteria and procedures enumerated herein.

3.9.12 Step Placement Limit

Work that is determined by Human Resources to be “creditable work experience” shall be granted on a year for year basis (except as provided for herein). Initial step placement of permanent/ probationary unit members on the credit salary schedule shall not exceed step fourteen (14) on any column (except for retreating and/or returning managers qualified for “advanced placement”), nor step 7 on any column of the credit salary schedule for temporary credit unit members except as provided for herein.

3.9.1.3 Any district employee exercising his/her right to retreat into the bargaining unit as a first year probationary unit member (E.C. 87458) shall be initially placed as provided for in 3.9.1.1 and 3.9.1.2 above.

3.9.1.4 Advanced Placement Standards

As an incentive, the District shall offer advanced placement (beyond Step fourteen (14) for probationary/retreating and/or permanent/returning unit members on the Credit Salary Schedule.

3.9.1.4.1 Applicability of This Provision

This section of the agreement applies to unit members from the following categories who request advanced initial placement on the Credit Salary Schedule:

(a) Faculty assigned to the unit from a previous non-unit administrative, managerial, confidential or supervisory position (retreating) who were initially employed by the District after July 1, 1990, in an administrative, supervisory position requiring certification qualifications who became a regular employee as a classroom instructor pursuant to Education Code 87458, and who were not employed under a lifetime credential as of July 1, 1990 and who had not previously been placed on the credit salary schedule.

(b) All other faculty (retreating) assigned to the unit from a previous non-unit, administrative, managerial, confidential or supervisory position in the District.

(c) All unit members who become managers and subsequently return to the unit.

3.9.1.4.2 Applying for Advanced Placement.

Retreating and returning district employees who anticipate entering the bargaining unit and applying for “advanced initial” or “advanced returning” placement, shall complete an “Assessment form for Advanced Placement” and

submit it to Human Resources and the UPM/AFT at least thirty (30) days prior to the beginning of the first year. The Advanced Placement form shall provide information demonstrating that the unit member has met the Advanced Placement standards cited below:

3.9.1.4.3. Advanced Placement Standards:

The unit member possesses one or more of the following credentials and satisfies the associated criteria:

1. CREDENTIAL MAJORS/MASTERS OR HIGHER

(a) CREDENTIAL SPECIFYING MAJORS:

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Special Secondary
Life Standard Secondary
HSPS Instructor/Grandparent Waiver
HSPS Instructor/Waiver

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(b) A Masters Degree or higher in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(c) an MCCD Credential

and completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

2. CREDENTIAL MINOR

(a) CREDENTIAL SPECIFYING MINORS:

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Standard Secondary
MCCD Minor Award

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(b) A Masters Degree or higher in a related discipline and a Minor in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

3. CREDENTIAL NOT SPECIFYING A MAJOR OR MINOR.

Life General Secondary

Life Junior College

[Pre-Fisher]

and Master's Degree or higher in the assigned discipline (see the UPM/MCCD discipline list in 15.8.7 of the CBA) awarded by an accredited college or university or a comparable, accredited private institution.

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years.

4. LIFE CC LIBRARIAN OR MCCD LIBRARIAN CREDENTIAL

and the equivalent to 15 teaching units of paid professional college library experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

5. LIFE CC COUNSELOR OR MCCD COUNSELOR CREDENTIAL

and the equivalent to 15 teaching units of paid professional college counseling experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years. Unit members who meet the advanced placement criteria above, shall be assigned advanced initial placement or returning placement on the credit salary schedule (see 3.8.2, 3.8.3.1 and 3.8.3.2)

3.9.1.4.4 Unit members retreating or returning under the provisions of section 87458 of the Ed. Code and who have not met the advanced placement standards, may voluntarily undertake, at their personal expense, up to one academic year of retraining not to exceed the number of units necessary to comply with the standard.. Such training shall include up to one year of upper division or graduate credit units only in their assigned discipline/service at an accredited college or university or a comparable, accredited private institution (as defined in 3.6.1 and 3.6.2 of the

CBA). Unit members who undertake such training shall be granted a paid leave of absence under Section 87764 of the Ed. Code for the purpose of retraining.

3.9.1.4.5 A Retreating/Returning manager who voluntarily retrains and who successfully completes a minimum of nine (9) units (per semester) shall be paid ninety percent (90%) of his/her salary (plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service). In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded. Retreating/returning managers must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA.

3.9.1.4.6 The period for retraining provided for herein may be extended for extenuating circumstances, through the mutual concurrence of the college president and the UPM/AFT.

3.9.1.4.7 No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee as tenured. However, time spent on any unpaid leave of absence shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, tenure (see Ed. Code 87776).

3.9.2 Creditable Work Experience

For unit members, previous paid employment experience (as an instructor, librarian, counselor, school nurse, or other certificated employee as identified in Article 8, Workload, of the agreement) is counted on a year-for-year basis if it was equivalent to the job/work assignment, such as full-time teaching in a high school or college environment. Previous paid employment experience is counted on a pro-rated basis if it was part-time, (i.e. credited as a percentage of one year of equivalent full-time employment) or pro-rated if only a portion of the duties were creditable. Elementary teaching, or pre-school teaching, shall not be counted unless the subject matter is Early Childhood Education. Paid non-teaching work directly related to the teaching discipline is counted; e.g., work as a translator would be counted for a language instructor, if satisfactorily documented. Other unrelated work experience is not counted unless the employee meets the minimum qualifications or equivalency for another professional area; e.g., counseling experience would be counted if the person also meets the minimum qualifications or equivalency for employment in the District as a counselor. "Teaching Assistant" work does not count unless it was paid employment and the TA had full responsibility for teaching the class. Student teaching is not counted.

3.9.3 Salary Placement of Managers Who Retreat Into The Faculty and Who Meet the Requirements of Section 3.9.1.4.

3.9.3.1 Retreating Managers

Managers who retreat to the bargaining unit or are reassigned to the bargaining unit shall receive a salary placement for creditable service performed prior to their employment at the College of Marin and for work performed as certificated managers subsequent to their employment. The initial placement for work performed prior to their employment shall be determined in accordance with 3.9.1. No more than thirteen (13) years credit (placement at step 14 may be granted for such service). For work performed subsequent to their employment certificated managers will be granted credit as follows:

- For performance of certificated management duties related to the development, delivery and/or evaluation of Instruction, Library Services, Counseling or related assignments.
- For management of an activity with a direct content link to an area of teaching responsibility.
- For teaching and/or advanced academic study within the discipline to which the manager is retreating or returning.

3.9.3.2 Certificated managers shall be granted credit on a year for year basis for the first nine (9) years of creditable certificated management service subsequent to their employment at the College. For each additional two years of service a certificated manager shall be granted one-year credit. For creditable service after employment at the College a certificated manager may be granted a maximum of thirteen (13) years credit.

Example:

1 to 9 years	1 for 1 credit	maximum 9
10-11 years	1 credit	maximum 1
12-13 years	1 credit	maximum 1
14-15 years	1 credit	maximum 1
15-16 years	1 credit	maximum <u>1</u>

TOTAL

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3.9.3.3 Creditable service under 3.9.3.1 and 3.9.3.2 shall be combined for certificated managers returning to the bargaining unit. The maximum credits achieved under 3.9.3.1 shall be added to the maximum credits earned under 3.9.3.2. The combined total shall not result in a salary placement beyond step fourteen (14) for those who have not met the advanced placement standard. Retreating managers who have met the advanced placement standard may advance to step 18.

3.9.4 Returning Unit Members (Certificated Managers) considered to have met Advanced Placement Standards

Unit members who become managers and subsequently return to the unit within seven (7) years shall be subject to the provisions of 3.9.3.1 and 3.9.2. Unit members who transfer to a management position and return to the unit shall be granted credit on the certificated salary schedule for each completed year of District management service. The credited years of management service shall be added to the highest step the unit member earned before transferring to the management (to the maximum Step 20) [Example: The unit member's highest step placement before becoming a manager was step eleven (11). The unit member completed four years in a creditable management position and returned to the faculty. The unit member shall be placed at Step 15.] Returning managers who have been employed in the MCCD as certificated managers more than seven (7) consecutive years must qualify for advanced placement and satisfy the requirements of sections 3.9.1.4 through 3.9.1.4.7, inclusively; otherwise they shall be placed at the highest step they earned on the unit salary schedule prior to transferring to a management position.

3.9.4.1 A "completed year" is at least 75% of 222 work-days or 166.5 workdays within any calendar year. The initial step placement of permanent/probationary unit members on the Credit Salary Schedule shall not exceed step ten (10) on any column, nor step three (3) on any column of the Credit Salary Schedule for temporary credit unit members.

3.9.4.2 For non-teaching employees, experience in their professional field (e.g. Librarian, Counselor) is counted. "Intern" work will be counted if it is paid employment and independently performed, under supervision, after acquisition of the Masters Degree. Experience outside of the professional field (e.g. teaching Math) is not counted unless the employee also meets the minimum qualifications for the other area(s).

3.9.4.3 For vocational instructors, both paid teaching and appropriate work experience are counted (as provided for in 3.9.1.1, 3.9.1.2 and 3.9.2).

3.9.4.4 "Teaching Assistant" work does not count unless it was paid employment and the TA was the official instructor of record. Student teaching is not counted. Unpaid "intern" work will not be credited.

3.9.4.5 Previous part-time work that is determined by the District Personnel Office to be a "creditable" work experience shall be credited on a pro-rated basis (i.e. credited as a percentage of one year of equivalent full-time employment) and where applicable under the additional provisions defined in 3.9.2.

3.9.5 Temporary Non-Credit Unit Members

Initial step placement shall be in accordance with Articles 3.3 and 3.4 of the CBA.

3.9.6 Vertical Step Movement on the Salary Schedule

3.9.6.1 Permanent/Probationary Unit Members

After initial placement on the credit salary schedule, vertical movement to a higher step for permanent faculty members will be effected once each year, effective July first (7/1) at a rate of one step for each 29.5 - 30.5 teaching units or equivalent non-credit service completed in the District, or for librarians, counselors, school nurse and other certificated unit members, one school year of full-time creditable work in the District. Permanent/probationary unit members teaching less than 29.5 units (or non-teaching unit members working less than a full school year) may also qualify for step movement in the following circumstances as approved by the Board: on a reduced load as long as they teach at least 18 units (60% in non-teaching positions) in the year excluding overloads and intersessions; on a phased-in early retirement program of at least one-half of the days of service required for a regular full-time assignment; on a paid medical leave of absence; on a sabbatical leave, legislative leave, family leave, military leave, jury duty leave, industrial accident leave, pregnancy/disability leave, disability leave and/or assault leave.

Permanent/probationary unit members hired at mid-year are required to complete three semesters before becoming eligible for salary step advancement. Permanent/probationary unit members not on phased-in early retirement, must be in paid status at least 75% of the assigned days in a school year for that year to be credited. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. July 1 to June 30).

3.9.6.2 Equivalent Non-Credit Service

All permanent/probationary unit members working in the non-credit program as part of their regularly assigned workload shall move on the Credit Salary Schedule in accordance with their years of pro-rated full-time service (when 700 lecture hours or 1050 laboratory hours per academic year constitute an equivalent full-time workload).

3.9.6.3 Temporary Credit Unit Members

Vertical movement to a higher step shall be at a rate of one step for every 30 teaching units (or equivalent, i.e. for counselors, librarians, school nurse, and other non-instructional unit members.) The teaching units-earned in the District shall be credited for movement not to exceed step 14 and will be counted at the end of each semester or intersession. Teaching units earned at other institutions shall be credited for movement not to exceed step 7 and will be counted if satisfactorily documented, but no combination of inside-or-outside-the District teaching units beyond 30 in one year will be counted for purposes of step movement. Advancement from Step 7 to Step 14 shall be based solely on teaching experience (related work experience will not be credited). No credit will be given for teaching units obtained outside the District for Step 8 or beyond. Temporary counselors, librarians, and other temporary non-administrative certificated employees shall receive step advances, with the same limitations as temporary credit teaching faculty based on pro-rated full-time professional experience (i.e. percentage of unit equivalents) Step movement for temporary credit employees who become eligible will be effected at the end of the completed semester or intersession. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. July 1 to June 30).

3.9.6.4 Temporary Non-Credit Unit Members Step Placement and Movement

After placement on the Non-Credit Instructor Hourly Schedule, unit members shall move from step one following three (3) quarters of district service, from step two following nine (9) quarters of district service; from step three following eighteen (18) quarters of district service in accordance with the provisions of the CBA (See Salary Schedule, Appendix A). The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those teaching a semester program on campus). Non-credit experience obtained subsequent to initial placement will not change the unit member's Credit Salary Schedule placement. (The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those teaching a semester program on campus).

3.9.7 HORIZONTAL MOVEMENT ON THE CERTIFICATED SALARY SCHEDULE

3.9.7.1 Materials Required

Before movement to a higher column may be considered, a faculty member must present an official transcript of the college degree awarded, college units taken, or Continuing Education Units-(CEU) in Nursing, Learning Disabilities or Dental Assisting completed, which-would support the request for change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization. If Continuing Education is required as a part of professional-status (i.e., Nursing, Learning Disabilities or Dental Assisting,) 15 hours of professional training equals one (1) unit.

3.9.7.2 Limitations on Receiving Credit

Only upper division or subject-related lower division college credit courses or CEU for Nursing, Learning Disabilities and Dental Assisting will be used for salary schedule purposes. Community College units will not be used for salary schedule column movement beyond the level of the bachelor's s degree.

3.9.7.3 Time Limits for Submissions of Documentation

All supporting documentation of initial column placement must be received within six months following placement. If received after that time, the change will be effected beginning with the next semester. For column change following initial placement, unit member must complete requirements for a higher salary class on the salary schedule by September 1 for a July 1 change and all supporting documentation must be received in the Personnel Office by the deadline of December 15 (12/15) for changes effective the preceding July first (7/1). For changes effective the preceding January first (1/1) unit members must complete requirements for a higher salary class on the salary schedule by March 1 for a January 1 change and all supporting documentation must be received in the Personnel Office by the deadline of June thirtieth (6/30).

3.9.7.4 Column Movement for Temporary Credit Certificated Employees

The above paragraphs apply to any temporary credit unit members who are rehired. Temporary non-credit unit members who also teach credit courses, advance on both salary schedules according to the rules of each.

3.9.8 Notification of Initial Step Placement

Within fifteen working days of the initial step and column placement of a unit member on any District Salary Schedule, the District shall notify the unit member of said placement and shall provide UPM with a written explanation of the personnel office decision (e.g. the "Marin Community College District Salary Placement Form") and the subsequent district action. Should the unit member and/or UPM deem the proposed placement to be unsatisfactory the applicant and/or UPM may appeal via the provisions of the grievance procedure in Article 12 of the CBA.

3.9.9 Challenge to Placement by Permanent/Probationary Unit Members

A permanent/probationary unit member whose employment in the district began after July 19, 1993 may, within 90 days of the effective date of this agreement, request a reevaluation of his/her placement on the credit salary schedule by submitting documentation for consideration by Human Resources. Applicants who request step placement credit for previous education and comparable work experience and are denied by the district, may appeal via the grievance provisions in Article 12 of the CBA.

3.9.9.1 Retreating managers who become unit members and were initially placed on the credit salary schedule after July 19, 1993 shall be subject to all the terms and conditions defined herein. Salary placements made on or before July 19, 1993, shall not be affected by this agreement.

3.9.9.2 All other unit members hired after July 1, 2001 who did not receive placement credit as specified in the criteria and procedures described herein shall have their work history reviewed by Human Resources for the purpose of adjustment of initial step placement (to the step 14 maximum) and adjustment of their current step placement, including credit earned for step movement subsequent to initial step placement. The adjustments shall be effective July 1, 2002. There shall be no retroactive payment resulting from any adjustment. Unit members who were initially placed on the credit salary schedule as temporary employees and subsequently moved to probationary status shall retain their current step placement and thereafter move in accordance with the provisions of this agreement.

3.9.10 Vocational-Related Disciplines

"Vocational-Related Disciplines" are as follows:

Administration of Justice	Dental Assisting: Registered
Auto Body & Fender	Design: Applied
Auto Technology	Design: Interior
Business/Accounting	Electronics Technology
Business /Clerical Studies	Engineering Technology
Business General	Fire Science
Business Management	<u>Indian Justice Systems*</u>
Business Office Studies	<u>Landscape Construction*</u>
Business Off. Studies - Legal	<u>Landscape Maintenance*</u>
Business Off. Studies - Medical Trans.	Landscape Nursery Management
Business Real Estate	Machine & Technology
Business Retailing	Marine Envir.Technology
Business Small	Medical Assisting
Business Management	Nursing: Registered
Court Reporting	Pre-School Education
Data Proc/Operation	
Data Proc/Programmer	

3.10 Office Hour

(a) Unit members teaching credit classes on part-time employment contracts for instruction in the credit program and paid on the Credit Salary Schedule shall be in their offices available for consultation with students:

<u>Assigned Teaching Units</u>	<u>No. of Expected Office Hours Per Week of Instruction</u>
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

(b) Unit members teaching credit classes on permanent/probationary employment contracts for instructional overloads or intersessions and paid on the Credit Salary Schedule, shall be in their offices available for consultation with students:

<u>Assigned Teaching Units</u>	<u>No. of Expected Office Hours Per Week of Instruction</u>
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

(c) Each instructor shall post outside his/her office, the office times when he/she will be present to meet with students, list the office hour in the course materials and provide written verification of the scheduled office hour/s to his/her respective Dean/Director.

(d) The office hour/s is not counted in the 60% load restriction [Education Code] for temporary part-time instructions.

3.11 Payment Schedules for Part-Time Temporary/Intersession Assignments

3.11.1 Payment for part-time temporary assignments, including intersessions and stipends will be made within ten (10) working days following the end of the month in which the service is performed.

3.11.2 Payments for part-time temporary assignments will be made in five (5) equal payments in the semester, beginning with a mid-month payment in the first full month of a semester, (e.g. Classes beginning in August would begin to receive compensation on the September mid-month payroll). A unit member assigned a late start class shall begin to receive pay on the mid-month payroll following the month in which service began, (e.g. Class beginning in October – would begin to receive compensation on the November mid-month payroll.)

3.12 Compensation – Unit Members Assigned to the Children’s Centers

3.12.1 All unit members assigned to the Children’s Center shall be placed on one of the Children’s Center Salary Schedules in Appendix A-2 or A-4 [dated documents] as determined by the placement criteria in Article 3.13 below.

3.12.2 The Children’s Center Salary Schedule shall be increased by the same percentage as the credit salary schedule for each year of this agreement

3.13 Initial Placement on the Children’s Center Salary Schedule

3.13.1 Current Unit Members

Current unit members employed in the Children’s Center shall be initially placed on the appropriate step and column of the designated Children’s Center Salary Schedules A-3 or A-4 [dated documents] of this T.A., as defined below in 3.13.3 based on their prior employment in MCCD Children’s Centers in the position in which they are being placed as defined in Article 1.1 above. Unit members currently employed in the Children’s Center who move to a different job category shall be initially placed on the appropriate column on the designated Children’s Center Salary Schedule as defined below in 3.12.3 based on their qualifications in relation to the criteria set forth on the salary schedule. Step placement on the new salary schedule shall be at Step 1 (one) or on the nearest step that provides a minimum 5% increase over their present salary,

3.13.2 Newly Hired Unit Members

Children’s Center unit members hired after the signing of the T.A. and placed on the Children’s Center Salary Schedule for the first time shall be asked to furnish information and documentation to Human Resources showing “creditable” previous experience which would affect their initial step and column placement on the Children’s Center Salary Schedules. The newly hired unit member will be tentatively placed no higher than step two (2) on the salary schedule (pending review of all required documents submitted to Human Resources). Step 2 is the highest entering step for Children’s Center unit members. All previous “creditable” education and work experience must be documented before the end of the semester or summer session. A change will be made in the salary placement and supplemental pay or payroll deduction accordingly, if:

- (a) Transcripts and other criteria defined herein support a higher step and/or column placement on the salary schedule, or
- (b) Transcripts and/or letters certifying experience, submitted within the semester or summer session, do not verify sufficient and/or creditable course work, or
- (c) No documentation is provided by the end of the semester or summer session in which the work takes place.
- (d) If the documentation is furnished after the end of the semester or summer session, a salary schedule adjustment will be effective the first pay period following submission of sufficient documentation. There shall be no retroactive payment.

3.13.3 Initial Vertical Placement

Initial vertical placement on the Children’s Center Salary Schedule shall be determined solely on the basis of the criteria and procedures enumerated herein. Articles 3.13.2, 3.13.3, 3.14.1, 3.14.2 and 3.14.3 set forth herein shall apply for initial placement of unit members.

3.13.4 Vertical Movement on Children's Center Salary Schedule

Unit members assigned to the Children's Center shall move one (1) step on the Children's Center Salary Schedule for every four semesters consisting of two 175-day contract years, completed at 100% assigned workload. Unit members who work less than 100% of an assigned workload must accumulate the hours equivalency of a full-time workload to move on the salary schedule. This same formula shall be used to determine service credit for initial placement on a Children's Center Salary Schedule.

3.14 Horizontal Movement on Children's Center Salary Schedule

3.14.1 Before movement to a higher column may be considered, a unit member must present documentation which would support the request for change of column on the salary schedule. The documentation should include the state issued permit, or an official transcript of the college degree awarded or the college units taken which would support the request for a change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization.

3.14.2 Time Limit for Submission of Documentation

All supporting documentation of initial column placement must be received within six months following placement. If received after that time, the change will be effected beginning with the next semester. For column change following initial placement, unit member must complete requirements for a higher salary class on the salary schedule by September 1 for a July 1 change and all supporting documentation must be received in the District Human Resources Department by the deadline of December 15 for changes effective the preceding July 1. For changes effective the preceding January 1, unit members must complete requirements for a higher salary class on the salary schedule by March 1 for a January 1 change and all supporting documentation must be received in the District Human Resources Department by the deadline of June 30.

3.14.3 Notification of Initial Step Placement

Within fifteen (15) working days of the initial step and column placement of a unit member on the Children's Center Salary Schedule, the District shall notify the unit member of said placement and shall provide UPM with a written explanation of the District Human Resources Department decision (e.g. the "Marin Community College District Salary Placement Form") and the subsequent District action. Should the unit member and/or UPM deem the proposed placement to be unsatisfactory, the applicant and/or UPM may appeal via the provisions of the grievance procedure in Article 12 of the CBA.

3.15 Site Supervisor – Summer Session/Short Term Leave Rate of Compensation

The Site Supervisor working the summer session shall be reimbursed on a prorated base of 80% of the Site Supervisor hourly rate (as determined in Articles 3.12.1 through 3.12.3). Teachers employed as the Site Supervisor during summer session shall be placed on the Site Supervisor Salary Schedule and be paid at 80% pro rata. The same rate shall apply in cases of coverage for Site Supervisor short-term leave greater than four full weeks.

3.16 Compensation: Reassigned Time, Overload and Stipend

Compensation for reassigned time, overload or stipends shall be as follows (See Appendices A-1 and A-3 of the Credit Salary Schedule)

- (a) Reassigned Time:** 100% pro rata
- (b) Overload:** Unit members shall be provided overload compensation in accordance with Article 1.5.1 and the other provisions of Article 3.0 of the CBA.
- (c) Stipend:** The stipend rate of \$52.88 per hour shall thereafter be increased on a yearly basis by the same percentage as Column 3, Step 10 on the credit salary schedule effective July 1, 2004, 2005, and 2006.

- (d) **Substitute Pay:** The Substitute Instructor Salary Schedule shall be modified to show the substitute rate equal to the stipend rate, to be increased by the same percentage rate as column 3, step 10 on the Credit Salary Schedule as of July 1, 2004, 2005, and 2006.
- (e) **Intersession Pay:** Unit members shall be provided compensation for working during intersession in accordance with Article 1.5.1 and the other provisions of Article 3.0 of the CBA. The Site Supervisor positions in the Children's Center shall be paid in accordance with Article 1.5.1 and the other provisions of Article 3.0.

3.17 Payment for Overload Unit(s)

All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay. The practice of delaying temporary overload payments for full-time unit members until first census in the Fall semester is discontinued effective Fall semester, 1999.

- (a) A full-time unit member assigned a temporary overload contract shall be paid in five (5) equal payments, beginning with the first pay period of each semester in which contract service was performed (August of the Fall semester, January of the Spring semester).
- (b) Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January.
- (c) A unit member teaching a late starting class(es) shall begin to receive pay on the mid-month payroll following the month in which the service began (e.g. class beginning in October would receive pay for that service on the November mid-month payroll).

3.17.1 Salary: Reduced Load

If a unit member receives a reduced load approved by UDWC, his/her salary shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

Except as specified herein, all other provisions of Article 3 do not apply to unit members assigned to the Children's Center.

ARTICLE 4: FRINGE BENEFITS

4.1 Permanent/Probationary Unit Members

The District's maximum contribution for medical insurance coverage for 2004/2005 and 2005/2006 and 2006/2007 shall be the Kaiser Family Rate at the dollar amount set by the carrier for that year. The District shall retroactively reimburse unit members for the increased cost in Kaiser Family coverage, paid by the employee within 60 days following the ratification date of this agreement. The District will pay the full cost for medical, dental, vision and disability insurance programs at the dollar amount set by the carrier for all subsequent years covered by this agreement 2005-2007.). Should the rate for any District medical insurance program exceed the Kaiser Family Rate, the unit member will have deducted from his/her paycheck the difference between the Kaiser Family Rate and the rate for the medical insurance program in which the unit member is enrolled (except as provided for in 4.1.2).

KAISER	7/1/04	7/1/05	7/1/06
Member:	\$295.77	\$322.09	\$374.24
Member and One:	\$591.54	\$644.18	\$748.48
Family Coverage:	\$786.75		\$995.48
HEALTHNET			
Member:	\$444.38	\$515.48	\$570.78
Member and One:	\$883.41	\$1,024.76	\$1,134.72
Family Coverage:	\$1,016.43	\$1,179.06	\$1,305.57
HEALTHNET SELECT			
Member:	\$558.81	\$648.22	\$717.78
Member and One:	\$1,117.62	\$1,296.44	\$1,435.55
Family Coverage:	\$1,619.89	\$1,879.07	\$2,080.69
FLEXNET – Paid by Employee			
Member:	\$454.99	\$1,257.39	
Member and One:	\$1,909.92		
Family Coverage:			
VISION INSURANCE			
Member + eligible dependents	\$15.50	\$15.50	\$15.50
DENTAL INSURANCE			
Member + eligible dependents	\$104.50	\$104.50	\$104.50

4.1.1 Durable Medical Coverage for Kaiser

Durable medical coverage added to the Kaiser medical plan and the additional cost is reflected in the Kaiser Family Rate dollar amount.

4.1.2 Prescription Co-payment: Kaiser

Kaiser medical insurance coverage for prescription co-payment shall be consistent with the District's group coverage plan. Prior to any changes in co-payments that will increase costs to unit members the District shall notify UPM. Such changes shall be subject to negotiations upon request by the UPM.

4.1.3 FlexNet

This program is employee paid and allows the unit member to maintain coverage when he/she moves outside of the service area. The District provides portability for out-of-state retirees [those eligible for retirement benefits] up to the Kaiser Family Rate.

4.1.4 Benefits: Unit Members Assigned to the Children's Center

- (a) All unit members working 80% or more of a full load shall have medical (cap at \$654.01 effective November 1, 2001), vision, dental and other benefits as provided for in the CBA (Articles 4.1, 4.3, 4.4, 4.5 and 4.6) for other permanent/probationary unit members.
- (b) All unit members working less than 80% but more than 60% of a full load will have prorated benefits up to the limits provided by the District if they choose to participate in the plan(s) (i.e., 75% employee; 75% of benefit cost paid by District, 25% paid by employee). Those who elect to participate in medical, vision, and/or dental insurance shall have the prorated portion of these benefits deducted from their paychecks.
- (c) Unit members who work less than 60% of a full load may elect to purchase medical, vision and/or dental insurance and shall have the cost of these benefits deducted from their paychecks.

Except as specified herein, all other provisions of Article 4 do not apply to unit members assigned to the Children's Center.

4.2 Health Coverage: Temporary Credit and Non-Credit Unit Members

- (a) The District shall contribute no more than the Kaiser medical coverage for either subscriber or subscriber plus one (currently \$462.20 per month to be amended on 11/01/2001 at the dollar amount set by the carrier for that year and all subsequent years covered by this agreement, 2001-2004) for currently employed part-time temporary credit unit members who teach twelve (12) credit units or more in an academic year and who teach at least six (6) credit units in the Fall semester. The six (6) credit units trigger in the Fall semester may include a "condensed" course that begins later in the semester. If any course, including the "condensed" course, is cancelled based on enrollment and this results in the unit member carrying less than six (6) credit units, the unit member's District provided coverage will be discontinued and the unit member will repay the District for the coverage already provided by the District. Unit members who retire subsequent to July 1, 1995 and who are eligible for benefits under Section 4.11 shall not be eligible for this benefit.
- (b) Currently employed unit members working in the non-credit FTES generating program for 60% or more of a full-time equivalent load and fee based intensive English program instructors, shall qualify for \$100.00 per month District contribution to Kaiser medical coverage. No spousal waiver is permitted on the one hundred (\$100.00) dollar contribution.
- (c) Temporary unit members who do not qualify for health benefits otherwise provided for in this agreement may enroll for health benefits, upon approval of the carrier, by paying the necessary premiums to the District.
- (d) **Dental Coverage.** Unit members who qualify for health care coverage in 4.2 above shall qualify for a reimbursement of up to \$100.00 per visit, maximum of two visits, or \$200.00 per fiscal year for a single subscriber, or \$400.00 per fiscal year for a subscriber plus one, based on submission to the District of an itemized invoice from a dentist outlining the services provided, submitted within 30 calendar days of the end of the fiscal year. The District shall reimburse the unit member within 30 days of receipt of a verified itemized invoice.

4.3 Insurance Coverage: Notification Guidelines

- (a) Within thirty (30) days of employment, each new unit member shall receive complete information regarding all District insurance coverage for which he/she is eligible. He/she shall enroll or file an intention not to enroll within thirty (30) days of receipt of this information. All unit members, once enrolled, shall maintain their enrollment unless they, by their action, filed in writing, choose to terminate temporarily, or change enrollment.
- (b) All insurance coverage and changes in such coverage shall become effective on the first day of the month following receipt of the unit member's request for coverage or change of coverage. In the event that the unit member shall request a change of coverage, he/she shall continue to be covered by the carrier from which he/she is changing until such time as the new coverage is instituted.

(c) A unit member who is enrolled in a hospital-medical plan for at least two (2) consecutive coverage periods and whose enrollment terminates because of loss of eligibility or termination of employment, shall be given the opportunity to convert to coverage outside the District program, as may be available in his/her particular plan.

4.4 Insurance Committee

An Insurance Committee shall be formed consisting of two (2) members selected by UPM/AFT, no more than four (4) members selected by the classified staff and two (2) members selected by the District. The Committee shall review and recommend insurance carriers and shall oversee the operations of the carrier with regard to the establishment and maintenance of a high level of service to the members of the various plans. The Committee will regularly review the performance and services provided by the Broker(s) of Record and/or benefit consultant(s) to the District. The Committee shall make recommendations to the exclusive representatives and to the District regarding improvement and/or economies in fringe benefit coverage.

4.5 AD&D Insurance

The District shall provide to eligible unit members, \$250,000 of "on the job" AD&D insurance at no cost to the unit member. Additional "twenty-four hour" AD&D insurance coverage, as well as family coverage, may be offered and selected at the unit member's expense (effective November 1, 1991).

4.6 Payroll Deductions for Benefits

Any payroll deductions for benefits by a unit member will be "sheltered as pre-tax dollars" as provided for in relevant State or Federal statutes.

4.7 Medical Waiver

(a) Any permanent/probationary credit unit member may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan (Form F 4.7(a)). Permanent/probationary credit unit members opting not to participate in medical coverage must notify Human Resources no later than October 1, of each year, provide documentation at that time and sign the applicable declaration.

Permanent/probationary credit unit members who elect to waive medical benefits shall be provided with a \$1500 annual payment. The payments shall be reduced on a pro rata basis for new unit members who waive coverage for less than a full year. Permanent/probationary credit unit members shall have their waiver payments made by check no later than December 15th. To be reinstated, unit members must apply during the Fall open enrollment period.

(b) Temporary credit unit members who are eligible for Kaiser medical coverage under Article 4.2 of the CBA may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan (Form F 4.7 (b)). Temporary credit unit members shall receive half of the waiver payment (\$750) by December 15th, with the balance being paid by check no later than March 15th of the following semester, if they remain eligible for the waiver in that Spring semester. For unit members with late starting classes, the balance will be paid by check no later than April 15th, if they remain eligible for the waiver in that Spring semester. To be reinstated, temporary credit unit members must apply during the Fall open enrollment period.

(c) Temporary unit members working in the non-credit FTES generating program who are eligible for the District contribution to Kaiser medical coverage under Article 4.2 of the CBA may waive this contribution if he/she can provide documentation of comparable coverage under another plan (Form F 4.7 (c)). If a unit member waives this coverage, there is no monetary remuneration from the District in lieu of this coverage. To be reinstated, temporary non-credit unit members must apply during the annual Fall open enrollment period.

4.8 Life Insurance

The District agrees to provide for all eligible unit members, life insurance coverage in the amount of \$50,000.

4.8.1 An optional portable, permanent, voluntary life insurance plan may be offered to eligible unit members at no direct cost to the District beyond submission of the contribution to the underwriter. Payment to this plan may be made by monthly payroll deductions. E.O.I./First Penn Pacific Insurance Company will be the company to offer the insurance plan.

4.9 CRA Trust

The District shall be responsible for the total CRA contribution during the term of this agreement, not to exceed a total amount of \$54.00 per unit member. The trust was established by the United Professors of Marin and shall be administered solely by the UPM. It is recognized that the District shall have no trustees on the Trust and shall not be involved in administering the Trust. The Trustees will be solely liable for the Trust's administration and debts, as provided for by the law and the trust document. The District is neither a fiduciary of the trust nor a participant or a beneficiary of the trust. The District's obligation is to provide necessary employment or retirement data to the Trust, and to make the contributions called for herein and in the Trust document.

4.9.1 UPM will hold the District harmless from any liability arising from the creation or administration of the Trust described in 4.9, so long as the District fulfills its obligation as described in 4.9.

4.9.2 Permanent/probationary unit members hired after 7/1/88 will have the CRA as their exclusive health benefit upon retirement from the District. The retirement benefits of Articles 4.11.1, 4.11.2, and 4.11.3 will not apply to these unit members.

4.10 Domestic Partners

A. Definitions.

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in 4.10 B 1. & 2. (a)-(p) below.

Domestic Partner. Any partner of a qualifying partner who meets the criteria in 4.10 B 1. & 2. (a)-(p).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

B. Eligibility and Enrollment Criteria.

1. In order to enroll for coverage of the domestic partner, the qualifying partner and his/her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below (Form F 4.10).

2. In order to be eligible for domestic partner coverage, the following criteria must be met:

- (a)** The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.
- (b)** The qualifying partner and the domestic partner must be domestic partners according to the definition in Section A. above.
- (c)** Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to a contract.

- (d) The qualifying partner and domestic partner must be each other's sole domestic partner.
- (e) Neither member of the domestic partnership may be married.
- (f) Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
- (g) Neither of the domestic partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt uncle).
- (h) The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
- (i) The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
- (j) The domestic partners must acknowledge that they understand and agree that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.
- (k) The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
- (l) The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
- (m) The qualifying partner must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.
- (n) The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The domestic partner must agree that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.
- (o) The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his/her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
- (p) The domestic partner must acknowledge that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 12 of the agreement.

4.11 Fringe Benefits for Retirees

4.11.1 Unit Member/Retired on Disability. All permanent/probationary unit members with at least ten (10) years of full-time service in the District, when retired for medical disability, will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70) or to the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70) or to the date of the former unit member's death, whichever is earlier, and with approval of the insurance carrier.

4.11.2 Unit Member/Non-Disability Retirement. Upon retirement, a permanent/probationary unit member with at least fifteen (15) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70), or the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70), or to the date of the former unit member's death, whichever is earlier, and with the approval of the insurance carrier.

4.11.3 Dental Coverage. All retired unit members qualifying above and retiring on or after July 1, 1981, shall receive the District's dental coverage until age seventy (70) at District expense.

4.11.4 Senior Medical Programs. Effective with retirements occurring after the ratification date of this agreement any unit member who qualifies for District approved medical insurance coverage and Social Security Medicare Part A and Medicare part B and who reaches 65 years of age during retirement, or is 65 years of age or older at the time of retirement, must participate in the Kaiser Senior Advantage Program or the HealthNet Seniority Plus Program, with District support up to the limits specified in 4.11.1 or 4.11.2. Retirees who do not qualify for Social Security Medicare Part A and Medicare Part B shall continue to be provided medical benefits as described in 4.11.1 or 4.11.2.

4.12 Phased-In Early Retirement

4.12.1 Permanent/probationary unit members shall have the right to reduce their workload and maintain retirement benefits, provided:

- (a) The unit member has reached the age of fifty-five (55) prior to reduction in workload.
- (b) The unit member has been employed full-time as a permanent full-time unit member in a position for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment.

4.12.2 The unit member shall be paid a salary which is the pro rata share he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive all benefits in the same manner as a full-time unit member for the first five (5) years of part-time employment. For the next five (5) years of leave the unit member shall pay for the cost of benefits based on the percentage of work load reduction; i.e. if reduced to a 50% workload the unit member would contribute 50% of the benefit costs.

4.12.3 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in the full-time position, i.e., one-half of the full-time assignment. Both the unit member and the District shall contribute to the teacher's retirement fund the amount that would have been contributed had the unit member been employed on a full-time basis. The reduced load may be apportioned over the school year.

4.12.4 The unit member shall receive the retirement credit he/she would have received if employed on a full-time basis and have his/her retirement allowance and other retirement benefits based on the salary he/she would have received if employed on a full-time basis.

4.12.5 No more than ten (10) years of part-time status shall be permitted. In the event of an emergency created by a medical or financial hardship, a member who has begun this program may return to full-time employment and later resume the program upon agreement with the District.

4.12.6 A unit member desiring to apply for retirement, pursuant to this Section, must do so in writing by April 15 preceding the academic year in which he/she desires the plan to begin.

4.12.7 Assignment of personnel to part-time duties under this early retirement plan is the responsibility of the Superintendent/President. The transfer and assignment provisions of the collective bargaining agreement shall be applicable. The unit member can return to full-time employment only with the mutual consent of the unit member and the District.

4.13 Retirement Incentive Program for Years 2005-2007

Any permanent unit member who retires under this option shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA commencing with the date of retirement for a period not to exceed two (2) years. He/she shall be placed at Step 14 in the same column from which he/she retired (and will not advance on the Certificated Salary Schedule) and shall be senior to all ETCUMs except those who retired effective 1991-92, 1993-94, 1995-96, or 1998-2001 and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy the same Step in a particular discipline, they shall be subject to a lottery amongst themselves.

ARTICLE 5: LEAVES

5.1 Reporting Absences/Definition of "Day"

All leaves of absence, with the exception of sabbatical leaves and approved unpaid leaves of absence, shall be reported to the immediate supervisor in writing, within three (3) working days after return to duty (A "day" is defined as any day during which District offices are open for business). The appropriate Dean, Director or the Department Chairperson shall make the appropriate reporting forms available to the unit member (Forms F 5.1(a) & (b)).

5.2 Sick Leave

5.2.1 Permanent/probationary unit members shall be entitled to ten (10) sick leave days annually and shall accrue one (1) additional day for every six (6) units or equivalent assignment beyond the full-time work load during the 175 day academic year/workyear or for work assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.2 Temporary credit unit members shall receive one (1) day's sick leave for every three (3) units taught per semester, and for every six (6) units assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.2.1 An ETCUM who is scheduled on the Temporary Activity Report submitted by the Department Chair to teach a class may use accrued sick leave if an illness prevents him/her from meeting the scheduled semester start date.

5.2.3 Temporary non-credit unit members shall receive one (1) day's sick leave for every fifty-three (53) hours of lecture and/or seventy-nine (79) hours of laboratory instruction per quarter, accumulated indefinitely, commencing on the first (1st) day of employment.

5.2.4 Any unit member, who becomes employed in the District within one (1) year of terminating employment in another District, shall have transferred to the District sick leave accumulated in any California public school District, as per Education Code Section 87782.

5.2.5 Human Resources shall notify all permanent/probationary and temporary credit unit members at the beginning of each academic year of their accumulated number of sick leave days available. Non-credit temporary unit members shall be notified yearly of the basis upon which they accumulate sick leave and, upon their request to Human Resources, their total accumulated sick leave.

5.2.6 After all earned leave as set forth in Sections 5.2.1 through 5.2.3 above is exhausted, additional non-accumulated long-term illness leave is available for a period not to exceed, within the fiscal year, five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a temporary credit unit member, employed to fill the position during the leave, or if no temporary is employed, the amount which would have been paid to a temporary credit unit member to fill the position.

5.2.7 A unit member shall receive full pay for those days of absence covered by accumulated sick leave.

5.2.8 A unit member shall report an absence by calling the immediate supervisor or his/her designee by 8:30 A.M., or one hour prior to the unit member's first assignment, whichever is earlier.

5.2.9 All unit members shall indicate their intention to return to duty the following work day by contacting their immediate supervisor or his/her designee no later than 2:30 P.M. on the workday preceding their return to duty.

5.2.10 If a unit member fails to give notice within the time limit specified of his/her intention to return after illness or accident, and the substitute appears for the day's work as a result of failure to receive such notice, the

substitute shall receive a full day's substitute pay, and this amount shall be deducted from the unit member's salary for that month.

5.2.11 In the event a unit member is unable to contact his/her immediate supervisor, as required in Sections 5.2.8 and 5.2.9 above, he/she shall contact Human Resources, which shall maintain a telephone service beyond the regular workday (485-9340).

5.2.12 The fraction of a sick leave day utilized by UPM unit members shall be calculated and charged against sick leave balances according to the following formula:

$$\frac{\text{hours absent}}{\text{assigned hours on day absent}} = \text{fraction of a sick day used, rounded to the nearest quarter}$$

5.2.13 Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days per year, not to exceed a total of fifteen (15) days donated to any one individual unit member in a five (5) year period. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, he/she must contact the Personnel Department to verify the number of accrued sick leave days they have available and must put in writing to the Personnel Department the request to transfer days as stipulated above (Forms F 5.2.13 (a) & (b)).

5.2.14 Use of Sick Leave for Illness of Child, Parent or Spouse

Pursuant to labor Code 233, effective January 1, 2000 a unit member may use, at his/her election during any contract year, not more than six (6) days accumulated sick leave for the illness of a child, parent or spouse. These days are exclusive of, and in addition to those provided for in Article 5.4 Personal Necessity Leave, that can be used for the "serious illness of a unit member's immediate family or household."

- (a) The unit member shall submit a written request to the immediate supervisor or designee to secure advance permission. In an emergency situation where a request in advance is not possible, leave shall be approved subsequent to the leave.
- (b) In the event the unit member used from one (1) to six (6) days of sick leave, as provided above, to extend the twelve (12) days personal necessity allowance for serious illness of a unit member's immediate family, as provided for in Article 5.4 of the CBA, he/she will not be subject to salary deductions for substitutes and will receive full pay.

5.2.15 Use of Sick Leave for Terminal Illness of Spouse/Partner, Child, Parent

- (a) In the event of the diagnosis of a terminal illness of a spouse/partner, child or parent of a unit member and the unit member has exhausted the personal necessity days allowed in Articles 5.2.14 and 5.4 of the CBA, the unit member may apply up to twenty-five (25) days of accrued sick leave to his/her assigned time, in order to care for the spouse/partner, child or parent.
- (b) To use this leave, the unit member must submit to Human Resources, verification from a physician of the diagnosis of the terminal illness.

5.2.16 Use of Sick Leave for Matters of Compelling Importance: Pursuant to education code 87781.5, a unit member shall, at his or her election and without prior approval, be granted up to a maximum of six (6) days leave of absence in any contract year in cases of compelling importance. Said leaves shall be deducted from the unit member's accrued sick leave.

5.3 Substitution: Faculty

No unit member absent due to illness or personal necessity for a period of three (3) days or less shall be charged sick leave, if during his/her absence the position is voluntarily filled by other faculty members who meet minimum qualifications, and are available to directly supervise the students at no cost to the District. The *Absence Report*

form must be submitted to the appropriate dean or director by the faculty member who was absent to verify that these conditions have been met.

5.4 Personal Necessity Leave

5.4.1 A unit member may use, at his/her election during any contract year, not more than twelve (12) days accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on a unit member, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard and which requires the unit member's presence during his/her normal work day. Examples of personal necessity shall include but not be limited to religious holidays, doctoral examinations, adoption hearings, attending funerals of close friends, colleagues and relatives and care of spouse/significant other, children, parents, or infant child following childbirth or adoption.

5.4.2 Advance permission shall not be required for leave taken for either of the following two (2) reasons:

(a) Death or serious illness of a unit member's immediate family or household.

(b) Accident/mishap involving the unit member's person or property, or the person or property of a unit member's immediate family or household.

5.4.3 The unit member shall submit a written request to the immediate supervisor or designee to secure advance permission for personal necessity leave except as specified in Sections 5.4.2 (a) and 5.4.2 (b) above; provided, however, that in an emergency situation where a request in advance is not possible, leave shall be approved subsequent to the leave.

5.4.4 Approved absence for personal necessity beyond a twelve (12) day period, not to exceed an additional six (6) days, shall be subject to salary deductions in the amount required to pay substitute teachers. After the additional six (6) days, the unit member may apply for an unpaid extended personal necessity leave.

5.5 Conference Leave/Professional Affairs Committee

5.5.1 Conference Leave shall be recommended by the UPM-District Professional Affairs Committee (PAC). The PAC shall be composed of four (4) members, two appointed by UPM and two appointed by the District (all members shall be voting members). The criteria in 5.5.4 shall be used by the PAC in the granting of Conference Leaves. The PAC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of conference leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President shall modify, delete and/or add to these criteria. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving leaves. Conference leaves shall be, by a majority vote, recommended by the PAC to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. The supervising Vice President shall follow the provisions of 5.5.3 and 5.5.4. Applicants for Conference Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract.

5.5.1.1 Each permanent/probationary unit member and each temporary unit member employed for at least 40% FTE or averaging at least 40% for the academic year shall be eligible for four (4) days of conference leave per fiscal year, per the conditions of 5.5.1.5 and 5.5.3. These days may not be carried over to subsequent fiscal years. No more than fifty (50) percent of the unit members of any department may attend the same conference at the same time without the approval of the appropriate dean or director (Forms F 5.5 (a) & (b)).

5.5.1.2 Definition of Conference Leave.

An employment-related conference, institute, workshop, short course (discipline or teaching skills-related), or institute/workshop wherein a unit member delivers a paper or speaks on his/her publication sponsored by a recognized professional organization, accredited educational institution, organization or national/international body. "Short course (discipline or teaching skills-related)" is defined as one that is no more than four (4) days in length.

This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the salary schedule, or College of Marin sponsored courses or workshops. A Continuing Education Unit (CEU) waiver must accompany the unit member's request for a short course (discipline or teaching skills-related).

5.5.1.3 For the purpose of calculating the four (4) days, a day of conference leave is any conference leave recommended by the PAC where at least one of the following occurs:

- (a) The unit member is granted conference travel money by the PAC.
- (b) The unit member is granted paid substitutes by the PAC.
- (c) The unit member is released from assigned duties whether or not a substitute is required.

5.5.1.4 A day of conference leave shall be counted even if said conference day falls on a day outside of the 175-day academic year/workyear assigned to all unit members, if for said conference day the unit member receives conference travel funds through the District.

5.5.1.5 The PAC shall have the discretion to recommend additional conference leave days on a case-by-case basis, subject to the limitations of 5.5.3 and the criteria below:

- (a) A unit member shall use no more than four (4) days of Article 5.5.3.2 "General Fund" paid substitutes. If the unit member did not use up the four (4) days of substitutes on the original requests, those days will be available for additional requests by that individual in that fiscal year.
- (b) If all four (4) days of substitutes have been used, the PAC shall recommend the leave only if the unit member "trades" with another unit member who meets minimum qualifications, under the conditions set forth in 5.5.3.6, and if there is no cost to the District.
- (c) Before conference travel funds are allocated to additional requests by a unit member, the PAC shall determine the cumulative total awarded to that individual so far that fiscal year. The cumulative total dollars shall be subtracted from \$1000 and the balance is the maximum amount that the individual can have approved. The additional requests shall be awarded conference travel funds as set forth in the criteria in Article 5.5.3.3 up to this maximum.

5.5.1.6 Applicants shall submit requests for conference leave to the PAC on the required form at least fifteen (15) calendar days in advance. Exceptions to the fifteen (15) calendar days advance application will require a written request for waiver to be submitted to the PAC, and said request for waiver is to be received prior to a regular meeting of the PAC.

5.5.1.7 These conference leaves shall be in addition to the leaves specified in Article 13.15 of this contract, but the PAC shall review these applications to insure compliance with Article 13.15 and all other contract requirements.

5.5.2 Expenses for attendance at conferences may be fully, partially or not reimbursed provided the employee is aware of and agrees to whatever level of financial support is offered by the supervising Vice President.

5.5.3 Funding for Conference and Honorary Leaves. (To Be Effective Fall 2002)

5.5.3.1 The District shall provide \$30,000 for each fiscal year for approved conference and honorary leave travel costs.

5.5.3.2 (a) The District shall provide \$15,000 for each fiscal year for substitutes for all approved conference and honorary leaves.

(b) Effective February 27, 1996 any excess balance of the PAC substitute budget shall be transferred to the PAC travel budget during each fiscal year based on utilization of the substitute budget. It is understood by the District an UPM that the rate for calculating compensation for substitutes for the purposes of this Article is the current stipend rate. The amount transferred to the PAC travel budget will be used to compensate unit members whose travel was approved by PAC, but who were not compensated because the travel budget was depleted. PAC will keep a prioritized list of the unit members and award them the remaining funds in accordance with Article 5.5.3.3 of the CBA. Any funds remaining in either the PAC substitute budget or PAC travel budget, after all approved travel taken during the fiscal year has been reimbursed within the sixty (60) calendar day limit under Article 5.5.3.8, will not be carried forward to the next fiscal year.

5.5.3.3 Travel Award Schedule. The PAC shall award conference money for travel expenditures (including meals) to all approved conference leaves not to exceed \$1,000 per year per unit member.

- (a) All requests are subject to the availability of monies contained in 5.5.3.1 and 5.5.3.2.
- (b) No individual shall receive more than \$1,000 cumulative total of conference/travel fund dollars (excluding substitute dollars) during the fiscal year.

5.5.3.4 Eligibility While on a Leave. Unit members shall be eligible for conference leave while on sabbatical leave, but not while they're on any other type of contractually approved leave.

5.5.3.5 Eligible Workshops/Activities. Workshops or activities per Article 5.5.1.2 do not qualify for conference leave, if credit from said workshop or activity can be used to advance the member on the salary schedule.

5.5.3.6 Use of Substitutes. Unit members who meet minimum qualifications may substitute or exchange during their unassigned hours to cover an absence of an approved conference or honorary leave. A unit member requesting conference or honorary leave shall, along with the conference or honorary leave form, turn in a copy of the form showing assigned hours during the period of leave and the arrangements for covering those obligations (e.g. substitute, trade with named unit members, etc.).

5.5.3.7 District-Directed Travel. The PAC shall not award travel funds to unit members requesting leave for District-directed travel. However, the PAC shall review all unit member requests regardless of funding source and forward them to the supervising Vice President or Dean (Student or Enrollment Services) for signature.

5.5.3.8 Request for Reimbursement Timeline. Unit members who have been granted funds for a conference or honorary leave shall submit a request for reimbursement on the claim for reimbursement form no later than 60 calendar days after the completion of the conference or honorary leave.

5.5.4 Criteria.

At least one of the following criteria shall be met for the leave to be granted:

- (a) There is significant benefit to the institution.
- (b) There is benefit to the member by staying current in their own discipline.
- (c) There is benefit to the District by retraining member for teaching, counseling, librarianship, or administration.
- (d) There is enhancement of teaching methodology.
- (e) There is increased expertise in meeting learning needs of a changing student population, i.e. re-entry students, older students, remediation, etc.

5.6 Sabbatical Leave

5.6.1 Purpose. Sabbatical leave of absence shall be granted to eligible (as defined in Article 5.6.3) permanent credit unit members of the regular staff for professional improvement to be attained by study or research. A sabbatical leave will fulfill one (1) or a combination of the following purposes:

5.6.1.1 Formal Study. Applicants for sabbatical leave under this section shall agree to undertake a program of undergraduate or graduate work or combination thereof. This program must be related to the present or prospective service of the unit member within the District. If the study undertaken is for prospective service to the District, then the leave shall be called a sabbatical/retraining leave.

5.6.1.2 Independent Study. An Independent Study leave is one during which time the unit member pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the unit member.

5.6.1.3 Travel. Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit as detailed an itinerary of their program as possible with a statement of the objectives of the plan.

5.6.2 Application. An application for sabbatical leave shall be accompanied by a statement of program which the applicant proposes to follow while on leave including sufficient detail for evaluation and comparison with other applications (Forms F 5.6.2 (a) & (b)).

5.6.3 Eligibility. To be eligible for sabbatical leave a unit member must have six (6) years of permanent, full-time service as a member of the faculty or six (6) years of permanent, full time service since the unit member's last sabbatical leave. In the event of a split sabbatical leave, as provided for in Article 5.6.4, the six year period shall be calculated from the commencement of the first semester of the unit member's last sabbatical leave. Recipients of sabbatical leaves must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA. No absence from service under a leave of absence other than sabbatical leave shall be deemed to be a break in the continuity of service required by the Education Code for the purpose of qualifying for a sabbatical leave; however, such absence shall not be included as service in computing the six (6) years required for sabbatical leave. Reduced loads below sixty (60) percent in a semester shall, for the purpose of eligibility, be computed on a prorated basis. After employment by the District, service under a nationally recognized fellowship or foundation approved by the Board of Governors for a period of not more than one (1) year for research or teaching shall not be considered a break in continuity of service and shall be included in computing the six (6) consecutive years required for sabbatical leave. No service performed prior to the granting and execution of a sabbatical leave of any duration may be used in determining eligibility for a subsequent application for sabbatical leave. A sabbatical leave shall not count as a break in continuity of service to the District. The last possible time for an applicant to take sabbatical leave shall be such that upon his/her return, there will be two (2) full years remaining to serve the District prior to the end of his/her legal tenure unless otherwise provided for in the CBA.

5.6.4 Extent. Sabbatical leaves shall not normally be granted for less than one (1) semester except for eligible permanent credit unit members who do not have teaching assignments. It is understood that the second half of the sabbatical leave is waived if the applicant requests only (1) semester or less. The second semester of a two-semester sabbatical leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within two (2) years of the beginning date of the first leave. Extensions beyond the two year limit may be granted by the Sabbatical Leave Committee upon written request. One half (1/2) sabbatical shall count as one half (1/2) of a year sabbatical in computing the total number of sabbatical leaves which may be granted under this policy.

5.6.5 Distribution. The number of sabbatical leaves awarded in any one (1) fiscal year shall be five percent (5%) of the total permanently filled FTEF (excluding administrative positions), as of October 15, the

number of sabbatical positions awarded to be rounded to the nearest half number. (Definition of a "filled" FTEF position: Non-administrative minimally qualified full time equivalent (1.0 FTE) held by a permanent or probationary unit member, either in service or on leave.)

5.6.6 Compensation.

5.6.6.1 A unit member on a granted sabbatical leave for a period of one (1) semester or less as of January 1, 1991 shall be paid ninety (90%) percent of his/her salary plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service. A unit member awarded a sabbatical leave of absence for one (1) year shall be paid sixty five percent (65%) of his/her salary plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service. In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded.

5.6.6.2 A unit member who is awarded sabbatical leave of absence shall receive, when sabbatical leave is computed, such automatic changes in salary rating as would have been received had he/she remained in active service. A unit member on sabbatical leave shall be paid at the same intervals as he/she would for his/her normal pay period.

5.6.7 Criteria. The ranking of sabbatical leave proposals shall be governed by the list of priority determinations, listed in order of precedence (5.6.7.1 - 5.6.7.5), and shall be calculated in accordance with established Sabbatical Leave Committee practice. The revised "SLIDING SCALE OF VALUES FOR EVALUATING SABBATICAL LEAVE PROPOSALS," (Forms F 5.6.7 (a) & (b)).

5.6.7.1 Value of leave to the District, to the students of the District, and to the individual. Value of leave to the District and students is evaluated in terms of the applicant's proposed contribution to classroom teaching, leadership, curriculum development, teaching methods, or other related activities.

5.6.7.2 Among those candidates in the District eligible for sabbaticals at the time applications are submitted, applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals by the District.

5.6.7.3 Seniority of service since last sabbatical.

5.6.7.4 Reasonable distribution in every discipline to the extent required by educational considerations.

5.6.7.5 No sabbatical proposal with a score lower than 10 points shall be considered "qualified" for award. The Sabbatical Committee shall rank all "qualified" sabbatical proposals, including alternates. In the event that a leave is forfeited, the next alternate shall then be selected. Five (5) additional points shall be added to criteria #1 (form 5.6.7 (a)) for a total of 25 points to be awarded in 5 point increments. No proposal scoring below 10 points in criteria #1 shall be eligible for approval. However, applicants submitting proposals deemed unqualified shall be given the opportunity to revise and resubmit their proposal to be considered for placement in a ranked order below those proposals initially approved by the committee, provided there are available sabbatical leaves.

5.6.8 Application Procedure. The selection process should contain the following steps:

5.6.8.1 A Sabbatical Leave Committee shall be composed of four (4) unit members selected by UPM and one (1) manager selected by the Superintendent/President. Each member shall have one (1) vote. A majority vote (3 votes) will be required to pass sabbatical leave requests. A quorum shall consist of three (3) committee members.

5.6.8.2 Applications for sabbaticals shall be submitted by October 15 in the year preceding the fiscal year in which the sabbatical is applied for. The Sabbatical Leave Committee shall submit all qualified sabbatical proposals to the supervising Vice President by December 15 in each year, and each application must be approved or disapproved by the MCCD Governing Board ("Board") no later than the last Board meeting in January. If application(s) is disapproved, the applicant shall be informed in writing within ten (10) working days of the

reason(s) for disapproval. The Board shall not review additional sabbatical leave proposals in that contract year. If a unit member decides, for any reason, not to take a sabbatical leave approved by the Board, their leave is forfeited. However, should the unit member apply for a future sabbatical leave, the forfeited leave shall not count in the calculations determining future eligibility. Forfeited leaves shall be awarded to the next highest ranked unit member from the Governing Board's approved list.

5.6.8.3 The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.

5.6.8.4 The final approval for each individual sabbatical, with said approval based upon the criteria listed in this Article, shall rest with the Board.

5.6.9 Accident or Illness. If there is a temporary interruption of more than five (5) calendar days in the program of study or research caused by serious accident or illness during a sabbatical leave, evidence and written verification from a physician of the accident or illness shall be sent by the unit member to the Sabbatical Leave Committee. This notice shall be by registered letter mailed within fifteen (15) calendar days of such illness or accident, or as soon as physically possible. If this evidence is found to be satisfactory to the Sabbatical Leave Committee, this temporary interruption shall not prejudice a unit member regarding fulfillment of the conditions concerning study or research on which such leave was granted. During this period of temporary interruption, the employee shall be returned from sabbatical leave status, placed on regular pay and sick leave status. The employee shall also notify the Sabbatical Leave Committee as outlined in 5.6.11 if accident or illness requires recuperation of an extended nature and creates an unmet Sabbatical Leave commitment.

5.6.10 Return to Service/Final Report. At the expiration of the sabbatical leave, a unit member shall be reinstated in a position equivalent in classification (instructor, counselor, librarian, school nurse and other non-instructional unit member) to that held by him/her at the time of the granting of the leave, unless he/she otherwise agrees in writing prior to the beginning of his/her leave. The unit member is obliged to render at least the equivalent of two (2) full time years of service to the District within a four (4) year period following the completion of the sabbatical leave. A unit member returning from leave shall file a report with the Sabbatical Leave Committee within one semester of his/her return. The nature of the required report shall be determined by the purpose and type of the sabbatical leave, and shall be discussed with the Sabbatical Leave Committee before the leave is taken. This report shall be retained in the Sabbatical Leave Committee's files. At the unit member's request, the report shall be included in the unit member's personnel file. This report shall also be retained in District files and shall serve as a record of professional growth on the part of the unit member and the unit as a whole. (See Form G-7a/b) When formal college credit has been earned during a sabbatical leave, an official transcript shall be supplied by the unit member to the District.

5.6.11 Inability to Complete Approved Leave. In the event of a unit member's inability to complete a sabbatical leave proposal in a timely manner as approved by the Sabbatical Leave Committee, the unit member shall so inform the supervising Vice President or other designated administrator not later than 20 working days following the unit member's awareness of this problem. Said administrator shall notify the Chair of the Sabbatical Leave Committee who shall convene the committee (or, during the summer, members and/or alternates designated by the respective parties as provided for in 5.6.8.1 of the CBA) for the purpose of considering and/or proposing an alternative to the unit member's unmet sabbatical leave commitment.

5.6.11.1 First preference shall be given to any proposal by the employee that is comparable in appropriateness, time, and product to the original approved sabbatical.

5.6.11.2 In the event the committee determines the new proposal to be inappropriate, it shall explain why and an opportunity for reply and revision shall be given to the unit member.

5.6.11.3 In the event the committee determines that the new proposal does not meet the criteria of time (i.e., length of courses taken, length of travel commitment, etc.) or product (i.e., publications, degree received, etc.) it

shall pro-rate the repayment (as provided for in 24.7.1 of the CBA) in a manner corresponding to a time-salary ratio (e.g., The percentage of leave that the unit member failed to complete multiplied by the pro-rated salary received by the unit member).

5.6.11.4 In computing the repayment and schedule, the Committee shall allow the unit member to use any available sick, personal necessity or industrial accident leave as compensation to the District in accordance with Articles 5.2, 5.4 and 5.11, as applicable.

5.6.11.5 Failure by the employee to comply with the amended provisions established by the Sabbatical Leave Committee shall result in those sanctions provided for in 24.7.1.

5.6.12 A unit member who is approved for a two semester sabbatical leave which is disrupted due to the accident/illness of the unit member (under conditions provided for in Article 5.6.9) shall have the option of reducing his/her sabbatical to a one semester leave to be compensated under the provision of Article 5.6.6.1 or to extend the period between his/her first and second semester (as provided for in Article 5.6.4 and Appendix G-8a).

5.7 Legislative Leave

5.7.1 Every permanent unit member who is elected to the Legislature, either State or Federal, shall be granted a leave of absence without pay for the duration of the term of the office.

5.7.2 Within six (6) months after the term of office expires, the unit member shall be entitled to return to the position held at the time of election, at the salary to which he/she would be entitled had the unit member not been absent from the service of the District to serve in the Legislature.

5.7.3 A unit member employed to take the place of another unit member elected to the Legislature shall not have any right to such position following the return of the unit member on Legislative leave to the District.

5.7.4 Subject to approval of the carriers, a unit member elected to the Legislature may continue his/her health and welfare benefits at his/her own expense.

5.8 Unpaid Leaves

5.8.1 Unpaid Leaves shall be recommended by the UPM-District Professional Affairs Committee (PAC) as defined in 5.5.1. The PAC shall review all unpaid leave requests on a case by case basis and shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President may determine criteria and, if so determined, these shall be the criteria used by the PAC for the granting of Unpaid Leaves. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving Unpaid Leaves. Unpaid Leaves shall be, by majority vote, recommended by the PAC to the supervising Vice President. Applicants for Unpaid Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (Form F 5.8).

5.8.2 **Short-Term.** Unpaid leaves of less than a semester may be granted in extreme emergencies or, if not an emergency, at the discretion of the Board.

5.8.3 **Long-Term.**

5.8.3.1 Requests for long-term leave shall be made at least ninety (90) days in advance of the desired start date. Special consideration may be given in emergencies. Long-term leaves shall start at the beginning of the semester.

5.8.3.2 The period of the leave may be one (1) semester or one (1) school year. Application may be made for a renewal, with the reasons(s) for the renewal being specified.

5.8.3.3 Fringe benefit coverage may be continued at the unit member's expense, if permitted by insurance carriers and requested in writing by the unit member.

5.8.3.4 Reasons for denial will be specified in writing upon request of the unit member whose leave has been denied.

5.8.3.5 A unit member on leave of absence shall signify in writing by March 15 if the leave was in the Spring semester, or by November 15th if the leave was in the Fall semester, his/her intent to return to duty the following semester or shall at that time request an extension of leave.

5.9 Bereavement Leave

Every unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if one-way travel in excess of 300 miles is required on account of the death of any immediate family member. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Agreement. Members of the immediate family are mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member.

5.10 Military Leave

Unit members shall be granted any military leave to which they are entitled under law. Unit members shall be required to request military leaves in writing, and, upon request, to supply the District with "Orders" and status reports.

5.11 Industrial Accident Leave

All unit members who are eligible for Workers' Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

5.11.1 The accident or illness shall have arisen out of and in the course of the employment of the unit member and shall be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

5.11.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but shall not exceed sixty (60) days during which the College is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.

5.11.3 Allowable leave shall not be accumulated from year to year.

5.11.4 The leave under these rules and regulations shall commence on the first day of absence.

5.11.5 Maximum salary during any one (1) period shall not exceed the normal salary rate.

5.11.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

5.11.7 During any paid industrial accident leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of said member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement (on said member's full salary) and other authorized contributions.

5.11.8 Temporary disability payment on account of the industrial accident or illness shall be endorsed back to the District during any paid leave of absence.

5.11.9 Upon termination of the industrial accident or illness leave the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

5.12 Jury Duty

A unit member absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent. A unit member who receives a jury duty summons shall notify his/her immediate supervisor and shall submit to Human Resources a copy of the summons attached to the leave of absence report. Payment shall be made to the District in the amount of statutory fees which the unit member has received for attendance as a juror, excluding the statutory mileage fee.

5.13 Pregnancy/Disability

5.13.1 The District shall provide a leave of absence for any unit member required to stop working because of a disability caused or contributed to by pregnancy, pregnancy-related disability, childbirth, and the recovery therefrom.

5.13.2 Any period of actual physical disability connected with the above conditions shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the unit member. Physical disability shall be defined as a period during which the unit member is unable to perform job-related duties. Upon request by the District the unit member shall submit verification of physical disability by a health advisor, licensed to practice in the State of California.

5.13.3 The period of disability shall be determined by the unit member in consultation with the unit member's licensed health advisor. The District may, at its option, obtain other medical opinion(s).

5.13.4 Any period beyond, or in addition to, a period of physical disability, during which the unit member wishes to remain away from the job, shall be treated as an unpaid leave of absence.

5.13.5 This policy shall not be construed to apply to any unit member on other long-term leave of absence, sabbatical leave, or during any period when a unit member would not normally be performing services for the District.

5.14 Disability Leave

5.14.1 A disability leave shall apply when a unit member qualifies for disability insurance at the termination of accrued sick leave.

5.14.2 When a unit member is granted a disability leave, the District shall be responsible for continuing the District's proportion of medical, dental, and life insurance premiums for a period not to exceed ten (10) months.

5.14.2.1 The ten month period shall begin anew when the disability leave is for the same disability as the previous leave, but separated by a period of nine months; or for an unrelated disability.

5.14.3 A unit member on a disability leave shall be responsible for his/her portion of said fringe benefits payment which shall be due on a monthly basis, in advance.

5.15 Honorary Leave

Honorary Leaves shall be recommended by the UPM-District Professional Affairs Committee (PAC) as defined in 5.5.1. The PAC shall review all honorary leave requests on a case by case basis and shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these leaves including but not limited to the

use and payment of substitute teachers. UPM and the Superintendent/President may determine criteria and, if so determined, these shall be the criteria used by the PAC for the granting of Honorary Leaves. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving Honorary Leaves. Honorary Leaves shall be, by majority vote, recommended by the PAC to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. The supervising Vice President shall follow the provisions of 5.5.3. Applicants for Honorary Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (Forms F 5.5 (a) & (b)).

5.15.1 Each permanent/probationary unit member and temporary unit member teaching at least six units a semester or twelve units a year is eligible to apply for paid honorary leave. An honorary leave is one which is requested by a unit member who has been formally honored and invited by a recognized group, organization, or national or international body. The PAC must receive applications for honorary leaves at least fifteen (15) working days in advance. Such application shall include a copy of the invitation and other relevant information. In order to receive expense reimbursement, applicable receipts must be submitted. The funding limitation set forth in Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.2 If the unit member is to be fully compensated by the group/organization for services rendered, then he/she shall receive no compensation from the District. If the unit member receives less than his/her normal salary and fringe benefits, the District shall pay the difference as stipulated in 5.15.2. The funding limitation of Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.3 Criteria.

Request Limits: A unit member cannot receive more than two (2) honorary leaves within a seven (7) year period for the same honor bestowed by the same group, organization or national/international body.

(a) Time Limits: A maximum of eight (8) calendar days per fiscal year.

(b) Substitute Limits: A maximum of eight (8) calendar days per fiscal year.

(c) Travel Compensation Limits: A maximum of \$400.00 per fiscal year.

5.16 Assault Leave

Request for leave due to an assault upon a unit member shall be governed by Article V, Section 5.11, Industrial Accident Leave.

5.17 Unit Banking Program

The District and the Union agree to amend Article 5.17 Unit Banking Program as follows, effective with the Spring semester, 2000:

5.17.1 Definition: A permanent/probationary credit unit member may request the District to retain in a separate account, specifically designated for this purpose, salary compensation for overload/intersession/summer session work for the purpose of deferred remuneration, to be used to fund otherwise unpaid (unpaid leaves), or partially funded leaves, sabbatical leaves or reduced loads.

5.17.2 Sabbatical Leave: In the case of sabbatical leaves, compensation may be increased to 100% of the current salary (e.g., in one semester leaves, 1.5 units must be banked; in one year leaves, 10.5 units must be banked) if the banked units increase the partially funded sabbatical to 100%. Otherwise, compensation is prorated against the banked units applied to the partially funded sabbatical. All fringe benefits, including retirement contributions the unit member would have received had he/she remained in active service, continue.

5.17.3 Reduced Loads: In the case of a reduced load, a unit member must carry at least 9 units, or a 60% load, to be eligible to apply banked units toward a reduced load. The unit member may apply 6 units to the reduced load for a fully paid load for that semester, or may apply less than 6 units to the reduced load for a partially funded

reduced load/unpaid leave for that semester. Compensation and retirement contributions will be prorated against the number of banked units applied. All fringe benefits, including Life Insurance and Income Protection continue.

5.17.3.1 Librarians, the School Nurse and other non-instructional unit members who are applying banked units towards a reduced load may select for the purposes of reduced load any single bloc of consecutive days of a semester that is equivalent to the six (6) units or less mentioned above, except the first 14 days of a semester commencing on the first day of classes, the final 14 days of a semester, concluding with the last day of final exams or any other segment of the semester, in which the unit member in question is identified as the instructor of record for a credit or non-credit course. Provisions contained in this article shall neither limit nor detract from any section of 8.6 of the CBA.

5.17.4 Unpaid Leave: In the case of a fully funded leave (otherwise an unpaid leave), compensation is at the 100% of the current salary. All fringe benefits including retirement contributions the unit member would have received had he/she remained in active service continue, based on approval of the carrier. Life Insurance and Income Protection are not provided because the unit member is not actively at work, as required under these benefits. Notice of the unit member's intent to exercise his/her right to an unpaid leave compensated by banked units shall be submitted to the PAC at least forty-five (45) calendar days prior to the semester the leave is taken.

5.17.5 Procedure for Banking Units:

(a) Application:

1. **Semester Banking** - Applications for banking units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the *Request for Reassigned Time, Stipend, or Overload* Form F 8.3 during the scheduling process for the following semester (i.e. September for the following Spring semester load; January for the following Fall semester load).
2. **Intersession/Summer Session Banking** - Applications for banking intersession/summer session units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the *Request for Reassigned Time, Stipend, or Overload* Form F 8.3 before April 1 of any year.

(b) Designation:

1. Once the request for banked units is approved by UDWC, no change may be made (i.e. a unit member may not decide to be paid for approved banked units, unless the situation is beyond the unit member's control - termination or critical emergency). Conversely, once the unit member has been scheduled for pay for overload/intersession or summer session, he/she does not have the option to bank these units.

(c) Access to Banked Units: When a unit member signs the *Constructive Receipts Waiver for Banked Units*, access to funds credited to the unit member's account are restricted to applying them toward sabbaticals, reduced loads and unpaid leaves.

(d) Leave Not Taken: In the event the leave is not taken, unit members who do not sign the *Constructive Receipts Waiver for Banked Units* may recover original monetary value upon written request to Payroll, in any contract year following the year the units were earned. Requests for cash-out will only be permitted in cases beyond the employee's control, i.e., termination, critical emergencies, or paying out of nominal residual balances, as provided for by IRS Code 1.451-2 (a).

(e) Tax Implications: Internal Revenue Service regulation 1.451-2 (a) applies the doctrine of constructive receipt to compensation income earned from unit banking. Income is constructively received for the year it's credited to the taxpayer's account, set part for him/her, or otherwise made available so he/she can draw upon it at any time.

In order to avoid reporting compensation as taxable income on the current salary “banked”, the unit member must sign the *Constructive Receipts Waiver for Banked Units*, Form F 5.17.

- (f) **Impact on Retirement:** The increased compensation due to the addition of banked units to either a partially funded sabbatical leave, reduced leave or unpaid leave to make it a fully funded leave, is subject to STRS contributions with resulting service credit.

5.17.6 By October one (1) of each academic year, Human Resources shall give written notification to all unit members who have banked units:

- (a) The total number of units in their account.
- (b) The semester(s) and/or intersession(s) during which the units were earned and/or expended.
- (c) The total dollar value of the units (computed as provided above).

5.18 Employee/Family Care Leave

It is the intent of this section of the collective bargaining agreement to make available to unit members leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations and related provisions of the Collective Bargaining Agreement (“CBA”).

5.18.1 Eligibility: A unit member who has worked in the District for 12 continuous months and a minimum of 1,198 hours during the previous 12 months is eligible for the leaves described below. Unit members who work less than 12 months and who return each year, are considered to have met the 12 month requirements so long as they meet the 1,198 hours requirement.

5.18.2 Purposes for Which Leave May be Taken:

- (a) Birth, adoption or foster care placement of a child (within one year of event).
- (b) Care of a family member with a serious health condition:
 - 1. Family member includes spouse (husband or wife), parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
 - 2. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.
- (c) Unit member's own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 (b) (2) and Article 15.3 of the CBA).

5.18.3 Duration of Leave:

- (a) All leave is unpaid.
- (b) Leave may be taken for a total of 12 work weeks in a 12-month period.
- (c) Intermittent leave in the form of reduced work day or work weeks may be taken for treatment of a single illness or injury, i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.

(d) Intermittent leaves as defined 5.18.3 (c) above shall be scheduled, to the extent possible, to minimize disruption to the District. A unit member who requests leave on an Intermittent or a reduced leave schedule may be required to transfer temporality to an assignment that better accommodates recurring periods of absence than the unit member's regular assignment.

5.18.4 Time for Commencement of Leave:

(a) Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.

(b) The unit member shall be required to first use personal necessity (as provided for in Article 5.4 of the CBA), if available, but not sick leave for situations other than the unit member's own serious health condition.

(c) If the situation is the unit member's own serious health condition, he/she shall be required to first use sick leave and five month "differential" leave.

(d) Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945 (b) (2)).

5.18.5 Employee Notice:

(a) If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.

(b) If the need for the leave is unforeseeable, notice must be given as soon as practicable.

(c) The District may deny the leave for failure to provide notice if:

- (1) The unit member had no reasonable excuse for failure to give notice;
- (2) The unit member actually knew of the notice requirements; and
- (3) The need for leave was clearly foreseeable.

5.18.6 Continuation of Benefits:

(a) The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working.

(b) If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

(c) The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she wishes them to continue.

(d) The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue. However, a unit member with STRS retirement may elect to purchase the additional service credit for an approved family care leave, prior to retirement, and in doing so will pay all contributions with respect to that service at the contribution rate for additional service credit in effect at the time of the election.

(e) The District and the unit member cannot continue to pay for life insurance or income protection because the unit member must be in paid status to make this payment.

5.18.7 Status While on Leave: Leave does not constitute a break in service for purposes of seniority or longevity.

5.18.8 Husband and Wife Employees: If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, such employee is entitled to 12 weeks of leave.

5.18.9 Medical Certification of Serious Health Condition:

(a) The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.

(b) The unit member shall provide to the District medical certification of his/her own serious health condition and the inability to perform the functions of his/her position.

(c) Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor.

(d) The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse, parent or child).

(e) The District shall require fitness for return to duty certification following leave for the unit member's own serious health condition.

5.18.10 Right to Reinstatement: A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.

5.18.11 Procedure for Applying:

Complete the ***Request For Employee/Family Care Leave And Medical Certification Form*** and submit to Human Resources (Form F5.18).

5.19 Leave Provisions – Unit Members Assigned to the Children’s Center

The following provisions of Article 5 apply to unit members assigned to the Children’s Center. **All other provisions (Articles 5.6, 5.15 and 5.17) do not apply.**

- 5.1 Reporting Absences/Definition of “Day”
- 5.2 Sick Leave
- 5.3 Substitution Faculty
- 5.4 Personal Necessity Leave
- 5.5 Conference Leave/ Professional Affairs Committee
- 5.7 Legislative Leave
- 5.8 Unpaid Leave
- 5.9 Bereavement leave
- 5.10 Military Leave
- 5.11 Industrial Accident Leave
- 5.12 Jury Duty
- 5.13 Pregnancy/Disability
- 5.14 Disability Leave
- 5.16 Assault Leave
- 5.18 Employee/Family Care Leave

ARTICLE 6: TRANSFERS AND ASSIGNMENTS

6.1 Voluntary Temporary Transfer

A permanent credit unit member may voluntarily transfer from one service unit (e.g., discipline and/or campus) to another, or they may divide their duties between service units, provided the procedures stated below are followed.

6.1.1 Procedures.

(a) If the transfer request is initiated by the permanent credit unit member within a three (3) week period of the posting of potential units available (as required in 6.1.1.1 below), the unit member may apply to the Professional Affairs Committee (PAC) for a voluntary transfer and shall notify the appropriate Dean (not Department Chair). (Form F 6.1). The PAC shall review the transfer request on the basis of the criteria listed in 6.1.1.1 through 6.1.1.5 below and shall recommend (for or against the transfer) to the supervising Vice President. The Vice President shall make the final decision on the basis of the criteria in 6.1.1.1 through 6.1.1.5.

(b) If the transfer request is not initiated by the permanent credit unit member within the three (3) week period of posting of potential units available (as required in 6.1.1 (a) above), the unit member may request a voluntary transfer from the supervising Vice President, but said transfer shall occur at management discretion.

6.1.1.1 Definition: Voluntary Temporary Transfer. (One or Two Semesters). A temporary vacancy shall be determined to exist if scheduled classes/assignments have been created for which there are no permanent credit unit members at the time of their initial scheduling. All of these units shall be posted under the heading of POTENTIAL UNITS AVAILABLE, said posting to occur simultaneously at Human Resources, the UPM office, and the District's libraries. The posting shall be for a period of three (3) weeks within the 175 day academic year. Requests to fill the vacancy shall be granted on the basis of the criteria listed in 6.1.1.1 through 6.1.1.5.

6.1.1.2 Minimum Qualifications (majors or minors). Qualified to perform the services required; plus Section 6.1.1.3.

6.1.1.3 Experience. Must have taught/worked or successfully completed at least six (6) units of upper division or graduate courses in the discipline(s) involved in the two (2) years preceding the transfer.

6.1.1.4 Program Considerations. The requested transfer shall not be approved if there is not a minimally qualified unit member, pool applicant or emergency hire available, at the time of the request, to replace the transferee.

6.1.1.5 Seniority. If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference except as provided for in 6.3.4.

6.2 Permanent Transfer

Permanent voluntary transfers will be provided on the basis of open competition for the available position.

6.3 Involuntary Transfer (Form F 6.3)

A permanent credit unit member may be involuntarily transferred from one (1) service unit (e.g. discipline and/or campus) to another service unit on the same campus, or they may be required to divide their duties between campuses or service units provided that such involuntary transfer shall not occur unless:

6.3.1 Reasons for Transfer. It is demonstrated by the District that there is a significant reduction in the need for the services provided by counselors, librarians, instructors, and other members of the bargaining unit, or it is demonstrated by the District that there is a valid educational need for the transfer. Upon request, written reasons for the transfer shall be provided.

6.3.2 Assignment. When the transfer would result in an assignment listed in Section 6.4.1. below, the unit member involved gives his/her written permission.

6.3.3 Notice Period. The unit member to be transferred is given notice at least twenty (20) calendar days prior to the beginning of the semester/workyear except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. In addition, the unit member will be notified seventy five (75) calendar days prior to the beginning of the semester if his/her involuntary transfer will result in a new preparation (new preparations are defined in the assignments section of this contract). The seventy five (75) day notice shall state the involved course(s)/assignment(s) being dropped and added, and the days, hours and locations now required by the involuntary transfer.

6.3.4 Vacancy Consideration. A unit member involuntarily transferred shall be given first consideration for vacancies declared in the discipline or service unit from which he/she was transferred.

6.3.5 Reduced Load Request. A unit member may request a reduced load as an alternative to an involuntary transfer.

6.4 Assignments (Form F 6.4)

A permanent/probationary unit member may not, without his/her consent, be scheduled for the following assignments:

6.4.1 A full assignment of three (3) days and three (3) evenings per week, four (4) days and two (2) evenings per week, five (5) days and one (1) evening per week, or six (6) days with or without evenings.

6.4.2 Teaching more than three (3) consecutive lecture hours or four (4) consecutive laboratory or combined lecture-and-laboratory hours.

6.4.3 A split assignment between work sites on the same day without mileage paid at the then-current approved Internal Revenue Service rate.

6.4.4 A day assignment following an evening assignment by less than eleven (11) hours.

6.4.5 More than three (3) new preparations in any one (1) academic year and more than two (2) in any one (1) semester. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous three (3) years.

6.4.6 Prisons or jails.

6.4.7 A permanent/probationary unit member may not be assigned without his/her consent to more evening assignments per academic year than each of the other permanent/probationary unit members of their discipline(s)/service(s) (evening assignments begin on or after 5:00 p.m. for all UPM unit members). In the event of a violation of this rule, the unit member may begin the grievance process.

6.4.8 Contract non-FTES (fee-based) classes.

6.4.9 Teaching media courses.

6.4.10 An assignment involving an extended workyear as defined in article 8.21.

6.4.11 To K-12 sites as described in 6.13.

6.4.12 Unit members working in the Children's Center shall not be assigned without his/her consent to more than eight (8) consecutive on-site duty hours.

6.4.13 Permanent probationary unit member may be assigned Saturdays only if no minimally qualified and competent part time unit members are available. In order to implement a new calendar for the 2007/08 and for future work years, Saturday assignments may be necessary.

6.5 District Directed Assignments (Form F 6.5)

6.5.1 If, after consulting with the affected permanent/probationary unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated above, then the District may require the unit member to perform one of the following:

6.5.1.1 A day assignment following an evening assignment by less than twelve (12) hours;

6.5.1.2 A day assignment of three (3) work days plus evening assignments on two (2) evenings without one (1) of the evenings occurring on the same calendar day as one (1) of the work days;

6.5.1.3 A day assignment requiring four (4) work days and one (1) evening if the evening assignment does not fall on one (1) of the assigned work days.

6.6 Opportunity for "Contract" Classes

As part of the permanent/probationary unit member's regular load, a unit member shall have the opportunity to apply pursuant to Section 6.1 to teach "contract" classes offered in the community education program subject to the approval of the outside company or the entity contracting for the class.

6.7 Relocation of Unit Members

Notwithstanding the negotiability position of either party on the subject of office reassignments, it is agreed that these guidelines will be followed by the District for office assignments. Included in such minimum requirements for office allocation will be the following:

(a) Each permanent/probationary unit member will be assigned to an office which will be heated, ventilated, safe and secure.

(b) The District will provide comparable and necessary office furniture.

(c) Office reassignments will not result in a change in the level of support services.

(d) A unit member's pre-existing access to college facilities and equipment will not be changed.

(e) Any unit member's dispute that arises as a result of office assignments will be referred to the Professional Standards Committee.

(f) Placement in individual or group offices shall replicate the permanent/probationary unit member's prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.

(g) Future capital-building allocations shall give high priority (immediately behind safety, structural integrity of ADA maximizing reconfiguration of existing space) to the creation of comparable office spaces for unit members not otherwise placed in acceptable offices (e.g., comparable offices).

6.8 Assignment of Temporary Credit Units

6.8.1 Definitions.

A. Eligible Temporary Credit Unit Member (hereafter referred to as ETCUM): Any temporary qualified unit member who has provided service (completed assignment), in a discipline in the District credit program (excluding emergency hires, substitution and intersessions) and who was paid on the Credit Salary Schedule (excluding faculty who retired in the 1991/1992, 1992/1993, 1995/1996 or 1998 through 2000 academic years), whose eligibility is referenced in Article 6.8.2 below.

1. For those unit members who provided paid service (excluding substitution and intersessions) beginning with the 1991/1992 academic year through the Spring semester, 1993, ETCUM status was achieved if they provided at least one semester of paid service any time between the Fall semester, 1991 through Spring semester, 1993 time period and if they received a satisfactory evaluation as provided in 7.2.1.3. However, ETCUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETCUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.2.1.3. Any unsatisfactory evaluation shall result in ineligibility.

In resolution of an outstanding dispute concerning the status of emergency hires prior to Fall 1993, the parties agree that said emergency hires shall be placed on the ETCUM list for Fall, 1994 in Spring, 1994 by Human Resources. This agreement resolves the dispute and is not subject to grievance under the provisions of the CBA.

2. As of Fall semester, 1993, any temporary qualified pool candidate who is given a contract to provide service (excluding emergency hires, substitution and intersessions) in the District credit program in the discipline offering the assignment and who was paid on the Credit Salary Schedule, must provide said service for two complete semesters/assignments within a two year period before achieving ETCUM status as defined in 6.8.1.A. During the first semester of assignment, the unit member shall be evaluated as provided in Article 7.6-7.6.3 of the CBA. Eligibility for ETCUM status requires a satisfactory written evaluation including a management recommendation for re-employment. Any member of the evaluation team may request that the unit member be evaluated in the second semester of service. If the unit member provides two semesters of service and receives a satisfactory written evaluation including a management recommendation for re-employment, he/she shall achieve ETCUM status. Any unsatisfactory evaluation shall result in ineligibility.

B. Temporary Credit Units: Those credit units which are scheduled in the District credit program but not assigned to permanent unit members.

C. Contracts for Temporary Credit Unit Members: Contracts issued to a temporary credit unit member on a semester-by-semester basis contingent on the availability of temporary units.

D. "Equivalent Step": For the Purposes of Ranking ETCUMs, "equivalent step" on the salary schedule means placement on the same numerical step of any of the columns of the salary schedule, for example column 1 step 7 is equivalent to column 5 step 7.

E. Temporary Qualified Pool Candidate: Anyone who has been processed through the screening committee (as defined in District Procedure 5.0006.1 DP.1) for the applicable discipline and who has been given a ranking from that committee.

F. Emergency Hire: Anyone, who in the absence of available ETCUMs, has been given a temporary credit assignment in a discipline on an emergency basis (as provided for in District Procedure 5.0006.1 DP.1) and who has not been processed through the screening committee for the applicable discipline. The District shall notify the UDWC of any temporary credit emergency hire in a discipline that exceeds two semesters and the reasons therefor. The Union may grieve the reasons set forth pursuant to Article 12 of the CBA.

6.8.2 Eligibility.

A. Ranking of ETCUMs for purposes of unit assignments shall be determined by step placement on the Credit Salary Schedule as defined in 6.8.1. D. **Effective** January 1, 2004, should it become necessary to reorder/rank ETCUMs occupying the same step on the credit salary scheduled (excluding faculty who retired with ETCUM status in the 1991/1992, 1992/1993, 1995/1996 or 1998 through 2000 academic years, as provided for in Articles 6.10, 6.10.1, 6.10.2) ranking shall be determined:

1. First by the total number of units of paid credit service in a completed assignment in the District beginning with the Fall semester 1991 (i.e. the ETCUM with the largest number of paid credit units shall be ranked number one).
2. Second, in the case of a tie, by the first date of hire as an ETCUM.
3. Third, if there is still a tie, rank shall be determined by a lottery.
4. Ties between retired ETCUMs shall be determined by a lottery.

Should additional ETCUMs enter at a step and rank occupied by other ETCUMs, the above procedure shall be initiated for all ETCUMs at that step in order to determine rank (excluding retired ETCUMs).

B. Salary step determinations for ETCUMs shall be made at the end of each semester and Summer session. The salary step determination shall affect compensation for the next semester in which the ETCUM is employed, (e.g. Salary step determination is made at end of Fall semester, 1992; resultant compensation is effective in Spring semester, 1993 if ETCUM re-employed in that semester). The salary step determination shall affect ranking for assignment in the corresponding semester of the next academic year, (e.g. Salary step determination is made in Fall semester, 1992; resultant rankings are used in making assignments for Fall semester, 1993). Human Resources shall announce in writing to all ETCUMs the deadline date for submitting documents, etc. that may affect salary step determination. All documentation must be received by the deadline date for consideration in that semester.

C. The lottery (as defined in 6.8.2 A. 1., 2., 3. and 4. above), shall be conducted once each semester after the deadline for submission of documents, etc. that may affect salary step placement. Human Resources shall announce in writing to all ETCUMs affected by the lottery, the date of the lottery.

D. A temporary qualified pool candidate upon achieving ETCUM status as defined in Article 6.8.1 B. shall be placed on the ETCUM list in the applicable discipline as the lowest ranked ETCUM on the applicable salary step. If two or more temporary pool candidates in the same discipline achieve ETCUM status at the same time and occupy the equivalent step on the schedule, a mini lottery will be conducted with those candidates to determine the ranking amongst the lowest for assignments in the subsequent semester. For assignments in the corresponding semester of the next academic year, the lottery (as defined in 6.8.2. A. 1., 2., 3. and 4. above) shall be initiated.

E. Beginning in the Fall semester of 1995, it shall be the responsibility of each ETCUM to notify the District in writing of his/ her wish to be considered for the assignment of available temporary credit units and of the days and times during which he/she is available to work during the next semester. Such notification shall be accomplished by completing the ETCUM Availability Form (Form F 6.8.2 E.) and returning it to Human Resources on or before February 1 for Fall semester assignment and September 15 for Spring semester assignment. No ETCUM shall be considered for hiring for the next semester unless the ETCUM Availability Form is returned by the above deadline.

A copy of the ETCUM Availability Form shall be included with every "Temporary Credit Contract - Offer of Employment" issued by the District. In addition, every ETCUM who does not receive a contract offer for the Fall 1995 semester shall be sent by certified mail a copy of the ETCUM Availability Form prior to September 1, 1995. Additional forms shall be available in Human Resources.

An ETCUM who indicates that he/she is not available for assignment in the coming semester shall not forfeit his/her ETCUM status and by the timely submission of an ETCUM Availability Form shall be considered for assignment in subsequent semesters for which he/she has ETCUM status as defined in 6.8.1.

Failure to work in a given discipline (excluding substitution and intersession) during two consecutive academic years shall result in the loss of ETCUM status in that discipline.

6.8.3 Assignment of Eligible Temporary Credit Unit Members.

A. In any discipline for which an ETCUM has been deemed eligible (as defined in 6.8.1 A. 1. & 2.) the ETCUMs shall in ranked order (as defined in Article 6.8.2) be assigned all the temporary credit units in a discipline to a minimum of 40%. No ETCUM shall be assigned more than 60% of a full-time equivalent workload for the academic year. In the case of units identified by the UDWC (as provided for in 8.18 of the CBA) as follows: "units requiring limited special skills unlikely to be possessed by persons of more general qualifications," the District shall not be required to offer said units to ETCUMs who have not provided prior paid service in the specialty units as designated by the UDWC. The UDWC shall establish the Base Unit Allocation (i.e., the average number of units in a discipline assigned to and completed by temporary credit instructors from July 1, 1991 to June 30, 1993). Any units assigned to a discipline for temporary credit instruction beyond the Base Unit Allocation, may be assigned to ETCUMs or eligible temporary pool candidates (as defined in 6.8.1 E.) qualified in that discipline, who are members of historically underrepresented groups (as defined in 6.8.2 A.).

B. Individuals who qualify as ETCUMs herein are not precluded from seeking employment in other disciplines for which they do not qualify as ETCUMs, but for which they are minimally qualified.

C. ETCUMs who accept an assignment with the District shall be offered one-semester contracts as defined in 6.8.1, C above.

D The District shall remove a unit member from the ETCUM list if he/she fails to submit a notice of availability or fails to accept an offer of work for two (2) consecutive academic years.

6.9 Assignment of Temporary Non-Credit Units

6.9.1 Definitions.

A. Eligible Temporary Non-Credit Unit Member (hereafter referred to as an ETNUM): Any temporary qualified unit member who has provided service by completing an assignment in a specific course(s) in a quarter, in the District non-credit program (excluding substitution) and who was paid on the Non-Credit Instructor Hourly Salary Schedule. Said paid service must have occurred during the two academic years (excluding substitution) immediately preceding the assignment, beginning with the academic year 1991-92 and must include a satisfactory evaluation as provided in 7.3.7 excluding faculty who retired in the 1991-1992 academic year with ETNUM status, as provided for in Article 6.10 of the CBA. However, ETNUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETNUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.3.7. Any unsatisfactory evaluation shall result in ineligibility.

B. Temporary Non-Credit Hours: Those non-credit hours which are scheduled but not assigned to permanent unit members.

C. Contracts for Temporary Non-Credit Unit Members: Contracts issued to a temporary non-credit unit member for a quarter or contract period and which are contingent on the availability of temporary non-credit hours and a satisfactory evaluation as provided in 7.3.7.

6.9.2 Eligibility.

A. Ranking of ETNUMs (excluding ESL unit members on the credit salary schedule) shall be determined by step placement on the Non-Credit Instructor Hourly Salary Schedule (excluding faculty who retired in the 1991-1992 academic year with ETNUM status, as provided for in Article 6.10 of the CBA). In the event that two or more ETNUMs occupy the same step on a schedule, ranking shall be determined by a lottery. Should additional ETNUMs enter at a step occupied by other ETNUMs, the above procedure shall be initiated for all ETNUMs at that step in order to determine rank. Ties between faculty who retired in the 1991-1992 academic year with ETNUM status shall be determined by a separate, one time only, lottery.

B. The salary step determinations for ETNUMs shall be made at the end of each quarter. The salary step determination shall affect compensation for the next quarter in which the ETNUM is employed (e.g. salary step determination is made at the end of Summer quarter, 1993; resultant compensation is effective in Fall quarter, 1993, if ETNUM is re-employed in that quarter.

C. The lottery as defined in 6.9.2 A. above shall be conducted at the end of the Summer quarter, after the salary step determinations have been made. The Personnel Department shall announce in writing to all ETNUMs affected by the lottery, the date of the lottery. The rankings which result from that process shall be the ranking for assignment for subsequent quarters.

D. A candidate who is processed through the non-credit screening procedures (as provided for in District Procedures 5.0006.1 DP.1) and is given a temporary non-credit assignment (excluding substitution shall achieve ETNUM status and all applicable contract language shall apply. At the time of initial hire, he/she shall be placed on the ETNUM list as the lowest ranked ETNUM on the applicable salary step for that course. If two or more candidates for the same course are hired initially for the same quarter and occupy the equivalent step on the Non-Credit Hourly Salary Schedule, a mini lottery will be conducted with those candidates to determine the ranking amongst the lowest. At the formal lottery, as defined in 6.9.2.C. above, all ETNUMs, including those recently hired, with equivalent salary step, will draw for his/her ranking within that step. Should additionally ETNUMs enter at a step occupied by other ETNUMs, the above procedure shall be initiated for all ETNUMs at that step in order to determine rank.

6.9.3 Assignment of Eligible Temporary Non-Credit Unit Members.

A. In ranked order an ETNUM who has been deemed eligible (as defined in 6.9.1, A.) shall be given first preference in the assignment of all available temporary non-credit hours to a minimum of 40% and not to exceed 60% of a full-time load for the specific course(s) for which they have had paid service as defined in 6.9.1.A. above.

B. Individuals who qualify as ETNUMs herein are not precluded from seeking employment in other course assignments for which they do not qualify as ETNUMs, but for which they are minimally qualified.

C. ETNUMs who accept an assignment with the District shall be offered contracts as defined in 6.9.1, C above.

6.10 Retirees in 1991/1992 - ETCUM/ETNUM Status. Permanent unit members who retire during the academic year 1991-1992 shall immediately become Eligible Temporary Credit Unit Members (ETCUMS) or Eligible Temporary Non-credit Unit Members (ETNUMS) in accordance with the provisions of Article 6.8 - 6.9.3 of the CBA and shall retain their step and column placement on the certificated salary schedule.

6.10.1 Retirees in 1993 - ETCUM Status. Any permanent unit member who retires effective May 6, 1993 through July 31, 1993 under the retirement options offered at this time shall immediately become the senior Eligible Temporary Credit Unit Member (ETCUM) in the discipline he/she retires from (except for 1991-92 retirees who shall be senior), and in accordance with the provisions of 6.8 of the CBA. He/she shall be placed at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired, and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy Step 10 in a particular discipline, they shall be subject to a lottery amongst themselves. If the unit member is hired for a temporary assignment, he/she will be compensated at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired.

6.10.2 Retirees in 1996 - ETCUM Status. Any permanent unit member who retires between May 25 and June 30, 1996 shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA for a four year period commencing with the date of retirement. He/she shall be placed at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired and shall be senior to all ETCUMs except those who retired effective 1991-92 or 1993-94, and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy Step 10 in a particular discipline, they shall be subject to a lottery amongst themselves. If the unit member is hired for a temporary assignment, he /she will be compensated at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired.

6.10.3 Retirees 1998-2001 – ETCUM Status. Any unit member who retires under this option shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA commencing with the date of retirement for a period not to exceed three (3) years. He/she shall be placed at Step 14 in the same column from which he/she retired (and will not advance on the Certificated Salary Schedule) and shall be senior to all ETCUMs except those who retired effective 1991-1992, 1993-1994, or 1995-1996 and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy the same step in a particular discipline, they shall be subject to a lottery amongst themselves.

6.10.4 Retirees 2002-2004 – ETCUM Status. Any permanent unit member who retires under this option shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA commencing with the date of retirement for a period not to exceed two (2) years. He/she shall be placed at Step 14 in the same column from which he/she retired (and will not advance on the Certificated Salary Schedule) and shall be senior to all ETCUMs except those who retired effective 1991-1992, 1993-1994, 1995-1996, or 1998-2001 and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy the same Step in a particular discipline, they shall be subject to a lottery amongst themselves.

6.11 ETCUM/ETNUM/RETCUM/RETNUM - Notification to Human Resources. Any ETCUM/ETNUM/RETCUM/RETNUM who notifies the Personnel Department that he/she is moving from the greater Bay Area, or who accepts full-time employment with another entity shall be sent by Human Resources a request to declare in writing if he/she wishes to be considered for any future assignments. This request will be sent by certified mail to the last known mailing address, for response within thirty (30) calendar days from receipt. If the ETCUM/ETNUM/RETCUM/RETNUM does not wish to be considered for any future assignments or does not respond within the thirty (30) calendar day limit, his/her name shall be removed from the applicable list(s) and he/she will no longer have ETCUM/ ETNUM/ RETCUM/ RETNUM status. If any ETCUM/ETNUM/RETCUM/RETNUM is deceased, his/her name shall be automatically deleted from the applicable list(s).

6.12 Hold Harmless and Indemnify

6.12.1 The Marin Community College District (District) as defined in this Agreement shall hold the UPM/AFT harmless, and shall fully and promptly reimburse UPM/AFT for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the UPM/AFT or any of its agents in connection with the administration or enforcement of any Section of this Agreement pertaining to Affirmative Action. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the UPM/AFT.

6.12.2 Upon notice that the UPM/AFT is going to seek indemnification or to be held harmless under this provision, the District shall have the right to meet with the UPM/AFT regarding the reasonableness and merit of any claim, demand, suit or action for which the UPM/AFT seeks indemnification, and shall attempt to agree whether any such action listed in Article 6.12.1 above shall be compromised, resisted, defended, tried, or appealed.

6.12.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the UPM/AFT will defer to the District's interests if the UPM/AFT does not have a distinct and separate legal interest in the disputed matter.

6.12.4 UPM/AFT shall not be entitled to be reimbursed for any costs for which the District was not properly notified and provided the opportunity to discuss as set forth herein; nor will the UPM/AFT be entitled to any reimbursement when the UPM/AFT's efforts in defending against such action would be duplicative, or when UPM/AFT does not have a separate and distinct interest to defend.

6.13 Temporary Assignments for Student Recruitment and Enrollment

When the District uses K-12 faculty and staff to supervise tutoring or teach basic skills courses at the K-12 site, the following provisions shall apply:

(a) The assignment shall be considered a specialty course under the current terms and conditions of the agreement.

(b) The employee shall be hired as an "emergency hire" subject to annual renewal and therefore, exempted from the two semester rule in 6.8.1 (F) of the CBA.

(c) Employment in this category does not make the employee eligible for ETCUM, ETNUM status. Nor are current ETCUMs, ETNUMs, RETCUMs, RETNUMs eligible for assignment to these positions. Nor are these positions available to permanent/probationary unit members for voluntary transfers or overloads.

6.14 Except for Articles 6.4.3, 6.4.10 and 6.4.12, all other provisions of Article 6 do not apply to unit members assigned to the Children's Centers. Furthermore, unit members assigned to other disciplines shall not be assigned/transferred to the Children's Centers.

ARTICLE 7: EVALUATION

7.0 **Purpose:** The purpose of faculty evaluation is to provide feedback to each unit member for the improvement of his/her professional services.

7.0.1 The private lives of unit members, including religious, political, organizational activities or sexual preference, shall not be a part of the unit member's evaluation.

7.0.1.1 All unit members are entitled to a clear, fair and equitable evaluation procedure.

7.1 **Criteria for Evaluation** [* denotes indices to be added to evaluation form]

Indices Instructional Faculty (Permanent/ Probationary/Temporary)	Indices Counselor (Permanent/ Probationary/Temporary)	Indices Librarian (Permanent/ Probationary/Temporary)
7.1.1 For a given course the desired effects shall include those stated objectives in the adopted course description and any additional written objectives developed by the discipline. Where it is difficult to assess the effects of services performed, other indices, such as knowledge of the subject matter, observed competence in teaching, and fulfillment of job responsibilities may be included. Examples of indices appropriate to instructional faculty members include, but are not limited to: 7.1.1.1 Demonstrated knowledge of the subject matter being taught and of the discipline in general; 7.1.1.2 Consistent and careful planning in accordance with the official course description; 7.1.1.3 Development and use of instructional techniques which recognize individual differences in students. 7.1.1.4 Lecture or lab activities and tests reflect the official course descriptions.*	7.1.2 Examples of indices for counselors include, but are not limited to: 7.1.2.1 Demonstrated knowledge and its application to the community college of counseling techniques, guidance tools, guidance information and resources, and current developments in counseling and guidance; 7.1.2.2 Maintaining the integrity of the counseling relationship; 7.1.2.3 Maintaining the ethical standards of the counseling profession; 7.1.2.4 Performing counseling and guidance activities; 7.1.2.5 Interaction with students is in accordance with the standards of the American Association of University Professors. *	7.1.3 Examples of indices for librarians include, but are not limited to: 7.1.3.1 Demonstrated knowledge of librarianship and its application to the community college; 7.1.3.2 Current and careful planning in organizing the library for the use of students and faculty; 7.1.3.3 Assisting student in learning activities; 7.1.3.4 Observing the ethical principles of the teaching and librarianship professions; 7.1.3.5 Performing other librarianship responsibilities; 7.1.3.6 Interaction with students is in accordance with the standards of the American Association of University Professors.*

7.1 Criteria for Evaluation [* denotes indices to be added to evaluation form]

Indices Instructional Faculty (Permanent/ Probationary/Temporary)	Indices Counselor (Permanent/ Probationary/Temporary)	Indices Librarian (Permanent/ Probationary/Temporary)
7.1.1.5 In class use of instructional support materials such as textbook(s), syllabi, media, handouts, etc. * 7.1.1.6 Interaction with students is in accordance with the standards of the American Association of University Professors. * 7.1.1.7 Instruction/student assignments reflect current standards in the discipline.* 7.1.1.8 Maintains currency in the field of study/ instruction. 7.1.1.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #3, 5, 15, 17, 33, 34) Each discipline will have the opportunity to recommend criteria which recognize special characteristics of the discipline.	7.1.2.6 Counseling reflects current standards in the discipline.* 7.1.2.7 Instruction/student assignments reflect current standards in the discipline.* 7.1.2.8 Maintains currency in the field 7.1.2.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #8, 9.) The counseling faculty shall have the opportunity to recommend criteria which recognize special characteristics of the discipline.	7.1.3.7 Librarianship reflects current standards in the discipline;* 7.1.3.8 Currency in the field of study/discipline.* 7.1.3.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #4, 8). The library faculty will have an opportunity to recommend criteria which recognize special characteristics of library service

7.1.4 Off-site Clinical/Laboratory Facility Evaluation (Permanent/Probationary/Temporary)

For faculty assigned to off-site clinical/laboratory facilities, (e.g. hospitals, childcare centers, dental offices, etc.,) off campus instruction will be part of the evaluation process. Evaluation form will be developed by the District and UPM/AFT.

7.2 Evaluation Procedures: Probationary Unit Member

7.2.1 Purpose. To provide suggestions for improvement, if any, and to determine re-employment of probationary unit members.

7.2.2 Frequency. During each year of service by a probationary unit member there shall usually be one (1) formal written evaluation. The evaluator or evaluatee may request a second evaluation be made in the same academic year/workyear.

7.2.3 Content. A probationary unit member is entitled to a clear, fair, and equitable evaluation procedure. The content of the evaluator's written evaluation must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.2.4 Evaluation Team Members.

a) Evaluator: Manager, named by the supervising Vice President.

b) UPM Advisor: Named by UPM/AFT to advise evaluatee.

c) Evaluatee: Unit member being evaluated.

d) Peer Evaluator: A qualified, permanent unit member.

7.2.5 Processes/Responsibilities of Each Team Member/Time Lines

Evaluation Process: Probationary Unit Member - Chart A

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

Note: During each year of service by a probationary unit member there shall be usually one (1) formal written evaluation. The evaluator or evaluatee may request a second evaluation be made in the same academic/work year.

Process	Team Member	Responsibility	Time Line
A. Performance Observation Forms: F7.0 (a), (b), (c), (d) – as applicable	Manager	Schedules classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to evaluatee	ASAP Fall Semester each probationary year
	Manager UPM Advisor Peer Evaluator (if applicable)	Makes classroom or other on-the-job visits jointly	ASAP Fall Semester each probationary year
	Manager UPM Advisor Peer Evaluator (if applicable)	Completes applicable form(s)	During Visits
	UPM Advisor	- Appointed by UPM/AFT - Advises evaluatee in all phases of the evaluation	ASAP Fall Semester each probationary year On-going
	Evaluatee	- Chooses a peer evaluator (permanent unit member) to serve on the team, if desired - Makes the following available to the team: Syllabi Sample of evaluation tool for measuring student progress	ASAP Fall Semester each probationary year Prior to Observation

7.2.5 Evaluation Process: Probationary Unit Member – Chart A

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

Process	Team Member	Responsibility	Time Line
B. Student Evaluation Purpose: To provide each unit member and the evaluator with feedback about student perceptions of his/her teaching. Form: Student Evaluation Form (SEF 7.0 (e), (f), (g) – as applicable	Manager/ Designee OR UPM Advisor	- Administers Student Evaluation Form (SEF) - Administered to maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical. - If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of SEF; - Shall collect all forms at the end of the session.	ASAP Fall Semester each probationary year
C. Professional Self Evaluation Form F7.0 (h)	Evaluator Manager UPM Advisor	- Shall furnish the Manager and UPM Advisor with a self-evaluation as provided for on the Professional Self Evaluation Form - Reviews Professional Self Evaluation	First day of Spring non-mandatory flex during each probationary year Between the first day of Spring semester and February 1 each probationary year
D. Statement of Professional Objectives Form F7.0 (i)	Evaluator	- Consults with Manager, UPM Advisor and prepares for the Manager and UPM advisor a written statement of his/her professional objectives (as provided for on the “Statement of Professional Objectives.” The objectives shall include: - The positive effects intended for students by the teaching, counseling, library or other services; - The ways in which the evaluator plans to achieve these effects; - Specification by the evaluator of the manner of evaluating the success of these effects. - Responsibility to carry out the plan and submit an initial assessment of its outcomes utilizing the Professional Self Evaluation Criteria	Completed prior to September 15 each probationary year First day of the Spring semester-during each probationary year

7.2.5 Evaluation Process: Probationary Unit Member – Chart A

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

[illegible]

7.3 Evaluation Procedures: Permanent Unit Member

7.3.1 Purpose. To provide suggestions for improvement, if any.

7.3.2 Frequency. Once every three (3) years (excluding leave periods) alternately through either self-evaluation (using the Professional Self-Evaluation Form) (Form F 7.0 (h)) or through the Performance Observation process (Forms F 7.0 (a), (b), (c), (d)).

7.3.2.1 Exemption. A permanent unit member on leave from the District shall be exempt from evaluation for the period of the leave.

7.3.3 Evaluation Cycle. Half of the faculty, in alphabetical order, shall begin with self-evaluation; the other half with performance observation. Said cycle began with the Fall semesters of 1991 and 1992.

7.3.4 Content. A permanent unit member is entitled to a clear, fair and equitable evaluation procedure. The content of the evaluator's written evaluation, when applicable, must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.3.5 Evaluation Team Members.

a) Peer Evaluator: A qualified, permanent unit member.

b) UPM Advisor: Named by UPM/AFT to advise evaluatee.

c) Evaluatee: Unit member being evaluated.

d) Manager: Facilitates process and receives evaluation materials.

7.3.6. Processes/Responsibilities of Each Team Member/Time Lines. [See Chart B 1 & 2]

7.3.5 Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Performance Observation - Chart B 1

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

Process	Team Member	Responsibility	Time Line
A. Performance Observation Alternating periods of three (3) years Form F7.0 (a), (b), (c), (d) – as applicable	Evalinee	- Chooses Peer Evaluator and notifies supervising Vice President/Dean - If Peer Evaluator not chosen within 30 days, supervising Vice President/Dean appoints Peer Evaluator	Within 30 days of notice from the District
	Peer Evaluator	- Makes the following available to the Peer Evaluator: - Syllabi - Sample of evaluation tool for measuring student progress - Makes classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to the evalinee	Prior to Observation
		- Completes applicable form(s) - Submits Evaluation Progress Report (Form F7.0 (j)) to supervising Vice President/Dean	Beginning of Fall Semester, but no later than November 1
	UPM Advisor	- Appointed by UPM/AFT - Advises evalinee in all phases of the evaluation process	During visits By December 1 On-going

Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Performance Observation - Chart B 1

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

[illegible]

7.3.5 Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Self Evaluation - Chart B 2

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

Process	Team Member	Responsibility	Time Line
B. Professional Self Evaluation Alternating periods of three (3) years Form F7.0 (h)	Evaluee Manager UPM Advisor	- Chooses Peer Evaluator and notifies supervising Vice President/Dean - If Peer Evaluator not chosen within 30 days, supervising Vice President/Dean appoints Peer Evaluator. - Shall furnish the Manager, Peer Evaluator and UPM Advisor with a self evaluation as provided for on the Professional Self Evaluation Form. - Review Professional Self Evaluation	Within 30 days of notice from the District By March 15 Between March 15 and May 30
C. Student Evaluation Forms F7.0 (e), (f), (g), as applicable	Peer Evaluator OR UPM Advisor Manager UPM Advisor	- Administers the Student Evaluation Form (SEF) - Administered to a maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical - If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of the SEF; - Shall collect all forms at the end of the session - Provides complete results to the evaluatee - Review Student Evaluations	During the semester Prior to March 15 Between March 30 and May 30

7.3.5 Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Self Evaluation - Chart B 2

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

G. Final Written Summary (Includes information from Self Evaluation and Student Evaluations)	Peer Evaluator	Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Self Evaluation & Student Evaluations)	Prior to April 15
		- Final Written Summary Evaluation includes: - Results from the evaluation processes; - Recommendations for individual improvement, if any;	
		Meets with the evaluatee to show him/her the evaluation materials	Prior to April 15
		Shows any recommendations for individual improvement to evaluatee first	Prior to April 15
		Submits all evaluation materials to supervising Vice President/Dean	By April 15
	Evaluatee UPM Advisor	Review Final Written Summary Evaluation and any recommendations for individual improvement with Peer Evaluator	Prior to April 15
		Evaluatee may attach his/her comments to the report before it is submitted to the appropriate District office; UPM Advisor may attach a separate statement, if he/she desires.	Prior to April 15

7.3.7 Recommendations for Individual Improvement.

(a) Evaluatees who receive an evaluation that includes specific recommendations for professional improvement may with consultation from their UPM advisor, complete an agreement with the District in which they shall describe a recommended plan of action for accomplishing the required professional improvement in their performance.

(b) Should the evaluatee volunteer to participate in the recommended professional improvement program, all economic costs of an agreed upon program (examples: reassigned time or overload compensation for additional hours beyond those contractually assigned in Art. VIII of the CBA, books, tuition, etc.) shall be paid by the District.

(c) Permanent unit members shall have 45 working days to reach an agreement with the District regarding the elements of their professional improvement program and indicate his/her decision to participate in the program. Permanent unit members may be represented by UPM in the negotiations required here.

7.3.8 Causes for Further Action. Except for the discovery of:

- (a) immoral or unprofessional conduct;
- (b) dishonesty;
- (c) unsatisfactory performance;
- (d) evident unfitness for service;
- (e) physical or mental condition that makes the unit member unfit to instruct or associate with students;
- (f) persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the College;
- (g) conviction of a felony or of any crime involving moral turpitude;
- (h) or discovery of violations of UPM-MCCCD contract provisions.

Permanent unit members shall not be subject to punishment, discipline or removal from their positions for observations and or judgments made during their respective evaluations. Initial discovery of any of the aforementioned causes during the evaluation process shall be grounds for further investigation.

7.4 Evaluation Procedures: Temporary Non-Credit Unit Member

7.4 – 7.4.3 Evaluation Procedures: Temporary Non-Credit Unit Member – Chart C

Process	Team Member	Responsibility	Time Line
A. Performance Observation Frequency: During 1 st year of employment Form F7.0 (a)	Evalutee	- Chooses Peer Evaluator and notifies supervising Vice President/Dean - If Peer Evaluator not chosen by the 2nd Friday of the Quarter, supervising Vice President/Dean appoints Peer Evaluator	By the 2 nd Friday of the Quarter
	Peer Evaluator	- Makes the following available to the Peer Evaluator: - Syllabi - Sample of evaluation tool for measuring student progress - Makes classroom or other on-the-job visits at a time acceptable to the evalutee	Prior to Observation
	UPM Advisor	- Completes applicable form(s) – Form F7.0(a) - Submits Evaluation Progress Report (Form F7.0 (j)) to supervising Vice President/Dean	During Quarter, as arranged
		- Appointed by UPM/AFT - Advises evalutee in all phases of the evaluation process	During visits
C. Student Evaluation Frequency: 1 st year of employment AND subsequent evaluations (Fall, Winter or Spring Quarters) Form F7.0(e)	Peer Evaluator OR UPM Advisor OR Other Third Party	- Administers the Student Evaluation Form (SEF) - 1st Year – Peer Evaluator administers to a maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical - Subsequent evaluations – Peer Evaluator OR UPM Advisor OR Third Party administer to at least one (1) course	By the 4 th Friday of the Quarter
			On-going
			During the Quarter

7.4 – 7.4.3 Evaluation Procedures: Temporary Non-Credit Unit Member – Chart C

Process	Team Member	Responsibility	Time Line
C. Student Evaluation (Continued) Frequency: 1st year of employment AND subsequent evaluations (Fall, Winter or Spring Quarters) Form F7.0(e)	Peer Evaluator OR UPM Advisor OR Other Third Party Peer Evaluator OR Manager Manager	- If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of the SEF; - Shall collect all forms at the end of the session - Provides complete results to the evaluatee - Shares the results of the Student Evaluations with the instructor 1st year – Peer Evaluator meets with evaluatee - Subsequent evaluations – Manager meets with evaluatee - Makes a recommendation on re-hire (each evaluation period) - Initiates a management/peer evaluation in the following quarter in accordance with Article 7.3 of the CBA, when the results of the Student Evaluations show cause for a possible recommendation to not re-hire	Prior to the end of the Academic Year Prior to the end of the Academic Year
E. Final Written Summary (Includes information from performance Observation and Student Evaluations) Form F7.0(k)	Peer Evaluator	1st Year – Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation and Student Evaluations) and submits to the supervising Vice President/Dean by the dates indicated in ‘Time Line’	Fall Qtr. – Nov. 15 Winter Qtr. – March 31 Spring Quarter– May 31

7.4.4 Nursing Home Instructors. Evaluations conducted on a unit member who teaches in nursing homes do not require student evaluations. In the Fall of each year the Activity Director in the nursing home will respond to a set of questions specifically designed for nursing home faculty.

7.5 Evaluation Procedures: Community Service (fee based) Unit Member

7.5 – 7.5.2 Evaluation Procedures: Community Service (fee-based) Unit Member – Chart D

Process	Team Member	Responsibility	Time Line
C. Student Evaluation Frequency: At least one (1) time per year Form F7.5	Third Party	• Administers the Student Evaluation Form (SEF), collects and seals in manila Envelope. Returns envelope to Community Education and Services Department. • If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of the SEF; - Shall collect all forms at the end of the session	By the end of the Quarter
	Manager	• Shares the results of the Student Evaluations with the instructor • Makes a recommendation on re-hire (each evaluation period)	Prior to the end of the Academic Year

7.6 Evaluation Procedures: Temporary Credit Unit Member

7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E

Process	Team Member	Responsibility	Time Line
A. Performance Observation Frequency: 1 st semester of employment AND once every six (6) semesters of active service thereafter; May occur in any semester/work year and action dates may be adjusted for Spring evaluation Second Evaluation: Evaluatee or any member of evaluation team may request a second evaluation be made in the same academic/work year. Additional Evaluation Team Member: An ETCUM/Retired ETCUM may request that the Department Chairperson serve on the evaluation team or he/she may volunteer. Forms: F7.0 (a), (b), (c), (d) – as applicable	Manager	Schedules classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to evaluatee	ASAP in the Semester
	Manager UPM Advisor Peer Evaluator (if applicable)	Makes classroom or other on-the-job visits jointly	ASAP in the Semester
	Manager UPM Advisor Peer Evaluator (if applicable)	Completes applicable form(s)	During Visits
	UPM Advisor	- Appointed by UPM/AFT - Advises evaluatee in all phases of the evaluation	ASAP in the Semester On-going
	Evaluatee	- Chooses a peer evaluator (permanent unit member) to serve on the team, if desired - Makes the following available to the team: - Syllabi - Sample of evaluation tool for measuring student progress	ASAP in the Semester Prior to Observation

7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E

Process	Team Member	Responsibility	Time Line
B. Student Evaluation Purpose: To provide each unit member and the evaluator with feedback about student perceptions of his/her teaching. Frequency: 1st semester of employment AND once every six (6) semesters of active service thereafter; May occur in any semester/work year and action dates may be adjusted for Spring evaluation Form: Student Evaluation Form (SEF 7.0 (e), (f), (g) – as applicable	Manager/ Designee OR UPM Advisor	- Administers Student Evaluation Form (SEF) - Administered to one (1) randomly selected class - If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of SEF; - Shall collect all forms at the end of the session.	ASAP in the Semester
E. Final Written Summary (Includes information from Performance Observation and Student Evaluations) Form F7.0 (k)	Manager	- Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation, Student Evaluations) Final Written Summary Evaluation includes: - Results from the evaluation processes; - Manager evaluation of indices outside the classroom or job site; - Suggestion for improvement, if any; - Recommendation concerning re-employment (each evaluation period) - Submits all evaluation materials to Human Resources	ASAP in the Semester ASAP in the Semester ASAP in the Semester

7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E

Process	Team Member	Responsibility	Time Line
F. Final Written Summary (Continued) Form F7.0 (k)	Evaluatee UPM Advisor	• Review Final Written Summary Evaluation together • Evaluatee may attach comments to Managers Report; UPM Advisor may attach separate statement to Manager's Report	ASAP in the Semester

7.7 Faculty Assignments As Peer Evaluators

Unit members shall be required to serve as peer evaluators on no more than two (2) evaluation processes per academic year/workyear.

7.7.1 Failure of Peer Evaluator to Meet Evaluation Responsibilities. In the event the peer evaluator fails to initiate the evaluation procedure and/or meet the designated time lines of the evaluation by February 1, the District shall designate a management representative who shall perform the evaluation and the provisions of Article 24.9 shall apply

7.8 Personnel Files

There shall be only one (1) personnel file for each unit member. This file shall be maintained at one (1) location in Human Resources. It shall be available for inspection by the unit member or a representative expressly authorized by the unit member upon request. Access to files shall be limited to authorized personnel and those included in Government Code Section 6250. Documents in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment shall be made available for inspection by the unit member or by a representative authorized in writing by the unit member. The unit member does not have the right to review ratings, reports, or records which were obtained prior to the employment of the unit member or as otherwise excluded by law.

7.8.1 All documents relative to a unit member's employment relationship shall be contained in the unit member's personnel file in Human Resources.

7.8.2 Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.

7.8.3 Every unit member shall have the right to inspect and inventory his/her personnel file upon request, provided that the request and inspection/inventory are made at a time other than the unit member's assigned hours, but during normal District business hours.

7.8.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice of such information and an opportunity to review the document(s).

7.8.5 Anonymous communications or material unrelated to the unit member's professional responsibilities shall not be placed in the unit member's personnel file.

7.8.6 A unit member shall have the right to have attached to any derogatory statement, the unit member's written comments. Review shall take place during normal business hours, and a non-instructional unit member shall be released from assigned hours for this purpose without salary reduction.

7.8.7 The District shall not take any adverse action against a unit member based upon documents which are contained in such unit member's personnel file unless the materials were placed in the file within forty-five (45) working days of the date when the District knew or should have known of the event giving rise to the documents.

- 7.8.8** Human Resources shall, upon written authorization of the unit member, release information and/or forward specified documents from his/her personnel file to parties the unit member designates.

7.9 Children's Center Faculty Evaluation Criteria

The College of Marin Children's Centers are operated under both Title 22, State Licensing Standards for Health and Safety, and Title V, the program standards of the Child Development Division of the State Department of Education. All certified teachers working in the center are required to meet these standards and shall be evaluated accordingly. Unit members being evaluated shall have an opportunity to recommend additional criteria which recognizes the special characteristics of the MCCD Children's Center.

Evaluation Procedures: Children's Center Unit Members

- 7.9.1 Purpose:** The purpose of teacher evaluation is to provide feedback to each teacher for the improvement of his/her professional services in working with children, families and community. These evaluations shall be non-punitive.
- 7.9.2 Frequency:** During each year (as required by the State of California), all permanent/probationary and temporary/part-time unit members shall participate in the evaluation process.
- 7.9.3 Content:** The unit member is entitled to a clear, fair and equitable evaluation. The content of the evaluator's written evaluation must be a summary of the information provided through contractually agreed upon evaluation procedures and instruments.

7.9.4 Evaluation Team Members for Probationary and Temporary/Part-Time CC Unit Members

- (a)** Evaluators: Peer – Site Supervisor, Assistant Site Supervisor or Teacher
Management – Director of Child Care Programs
- (b)** UPM Advisor: Named by UPM/AFT to advise evaluatee
- (c)** Evaluatee: Unit member being evaluated

7.9.5 Evaluation Process: Probationary and Temporary/Part-Time CC Unit Members

Process	Team Member	Responsibility	Time Line
Professional Self Evaluation/Action Plan	Evaluee	- Prepares after consultation with peer evaluator - Submits to Director	By Sept. 15 of each year
Evaluation Report	Peer Evaluator Director Director Evaluee UPM Advisor Director	- With input from peer evaluator, the Director completes the Evaluation Report that includes a final written evaluation summarizing information provided through the contractually agreed upon evaluation criteria, procedures and instruments that assesses: - Success in meeting the evaluation criteria; - Achievement of outcomes of the self evaluation/action plan; - Suitability for working with children; - Mutual expectations for the future; - Recommendations for improvements, if any. - Director meets with evaluee to review the Evaluation Report - Evaluee reviews Evaluation Report with UPM Advisor - Any recommendations for improvement are shown to evaluee - Evaluee reviews with UPM Advisor - Evaluee may attach comments to the report and the UPM Advisor may attach a separate statement before it is submitted to the appropriate District office - Evaluee and UPM Advisor sign off on documents - Director makes recommendation concerning re-employment	1st Year – By Dec. 15 Subsequent Years – By February 15th

7.9.6 Evaluation Process: Permanent CC Unit Members

Evaluation Team Members for Permanent CC Unit Members

- (a) Evaluators: Peer – Site Supervisor, Lead Teacher or any permanent unit member currently working in the Children’s Center
- (b) UPM Advisor: Named by UPM/AFT to advise evaluatee
- (c) Evaluatee: Unit member being evaluated

Process	Team Member	Responsibility	Time Line
Professional Self Evaluation/Action Plan	Evaluatee	- Prepares after consultation with peer evaluator - Submits to Director	During Fall Staff Development Flex period Start of Fall semester each year
Evaluation Report	Peer Evaluator Evaluatee Peer Evaluator Director Peer Evaluator UPM Advisor Evaluatee	- Peer evaluator and evaluatee meet to conduct peer review to assess: - Success in meeting the evaluation criteria; - Achievement of outcomes of the self evaluation/action plan; - Suitability for working with children; - Mutual expectations for the future; - Peer evaluator completes the Evaluation Report that includes a final Written evaluation summarizing information provided through the contractually agreed upon evaluation criteria, procedures and instruments and submits to the Director. - Director consults with the peer evaluator and UPM Advisor on the status of the evaluatee. - Following a review and signoff by the UPM Advisor, the Director may, if necessary, develop specific recommendations for improvement. These are shown first to evaluatee who reviews with His/Her UPM Advisor. - Evaluatee may attach comments to the report and the UPM Advisor may Attach a separate statement.	By Feb. 1 each year By Feb. 15 each year

7.9.7 Recommendations for Individual Improvement. If specific recommendations for improvement are developed, Article 7.3.6 of the CBA applies.

7.9.8 Causes for Further Action. Article 7.3.8 of the CBA applies.

7.10 Children's Center Unit Members – Other Personnel File

In addition to the personnel file kept in Human Resources (referenced in Article 7.8) a Children's Center teacher is required by Title 22 to have a copy of the following on file in the classroom where he/she is assigned.

- (a) Fingerprint and criminal record clearance;
- (b) Signed statement of child abuse reporting requirements;
- (c) Signed statement of personnel rights;
- (d) Copy of TB test clearance – yearly; Doctor's clearance to work with children.

Except as specified herein, all other provisions of Article 7 do not apply to unit members assigned to the Children's Center.

ARTICLE 8: WORKLOAD

8.1 Work Week: Full-Time Unit Member

The workweek shall be Monday through Saturday (as defined in 6.4.13) The work week for a permanent/probationary full-time unit member shall be considered to be thirty-seven and one-half (37.5) hours, of which those hours to be specifically assigned are stated below.

8.1.2 A permanent/probationary unit member may voluntarily perform professional service duties in addition to their assigned hours. These duties include, but are not limited to, curriculum development, course revision, updating of curricular materials, attending applicable meetings both on and off campus (committees, outreach to the community).

8.2 Teaching Load

8.2.1 Definition. The load of a permanent/probationary full-time instructional unit member shall be 14-16 teaching units per week for two (2) semesters of 16 weeks duration, not to exceed one hundred seventy-five (175) days. A unit member may volunteer (without additional compensation) to provide instructional supervision to students on an individualized basis for the purpose of completing Independent Study 249 ABC offerings.

~~**8.2.1.1 249 Offerings.** It shall be the responsibility of the instructor to notify the supervising Vice President or Dean of the use of 249 students for the purposes defined in Article 8.3.9 (f). Compensation and the appeal process shall be in accordance with the provisions of Sections 8.3.9 (f) and (h).~~ **In the event the District goes back to ADA based funding, the above provision will be applicable.**

8.2.2 Annual Load Determination. Annual load will be determined at first census in the Spring semester. For each full-time permanent/probationary instructional unit member the number of teaching units per year will be 30 units, plus or minus one-half (.50) teaching unit. The base is 30 units and the plus or minus .5 will operate as if it were rounded. Up to 30.5 units, no overload will be paid. Beyond 30.5, an overload will be paid above the base of 30. Down to 29.5 units, no salary will be lost. Below 29.5, annual salary will be reduced by the percentage below the base of 30 units.

8.2.2.1 Roll Over” of Unit. The practice of carrying over (roll over) of a unit on the overload contract during the Fall semester is discontinued effective Fall semester, 1999 to comply with Education Code provisions. EXCEPTION: If a unit member is between 15 and 16 units in the fall semester and will carry 14 units in the Spring semester, the unit member may carry over (roll over) up to 1 unit from the Fall semester for the purpose of meeting the full load unit requirements for the contract year. Other load configurations that would result in an overload in the fall but not meet the annual overload requirement (above 30.5), may rollover up to 1 unit from the fall semester to avoid having to return any overpayment in the spring.

8.2.2.2 Reassigned Time/Reduced Load. Any reassigned time or reduced load, when added to the teaching assignment, must equal 30 units plus or minus one-half (.50) unit per academic year.

8.2.2.3 Sabbatical Leave. In computation of overload, a unit member on sabbatical shall be considered teaching 15 units in the semester(s) of the leave. If on sabbatical for only half of the academic year, the other semester should comply with a 29.5 unit annual minimum (14.5 units or more per semester).

8.2.2.4 Hour/Class Time Requirement. In no instance shall more seventy-five minutes of class time be required for one credit-teaching unit in laboratory classes, nor shall more than fifty (50) minutes be required per one credit-teaching unit in lecture classes.

8.2.2.5 Semester, Overload and Intersession Assignments.

One lecture unit shall equal a minimum 16, fifty-minute hours or eight hundred (800) total minutes (for example, three lecture units would require a minimum of forty-eight hours or twenty four hundred minutes of instruction).

8.2.3 Payment for Overload Unit(s) All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay. The practice of delaying temporary overload payments for full-time unit members until first census in the Fall semester is discontinued effective Fall semester, 1999.

- (a) A full-time unit member assigned a temporary overload contract shall be paid in five (5) equal payments, beginning with the first pay period of each semester in which contract service was performed (August of the Fall semester; January of the Spring semester).
- (b) Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January.
- (c) A unit member teaching a late start class(es) shall begin to receive pay on the mid-month payroll following the month in which the service began (e.g. class beginning in October would receive pay for that service on the November mid-month payroll).

8.2.3.1 Salary: Reduced Load. If a unit member receives a reduced load approved by the UDWC, his/her salary shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

8.2.3.2 Cancellation of Course/Assignment. If a temporary overload course or assignment is cancelled before the full-time unit member can perform service for which they have been paid, he/she shall reimburse the District through a pro-rated salary adjustment distributed evenly over the remaining pay periods of the contract.

8.3 Union/District Workload Committee

The Union-District Workload Committee (UDWC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The UDWC shall review and recommend teaching units and/or service hour values to all new courses/assignments in the District, and for all modifications of existing course-teaching unit allocations and/or service hour values. The UDWC shall make its recommendations according to existing contract standards as defined in Article 8. The UDWC shall also approve courses identified by departments which require "special skills" for the purposes of the assignment of ETCUMs as provided for in 6.8.3, A.

The UDWC shall also review and recommend each semester all reassigned time assignments, overloads or stipends granted unit members (Form F 8.3). Temporary unit members are eligible to apply for reassigned time, overload or stipends if they are employed for the equivalent of .40 FTE/year. This requirement shall be waived if the temporary unit member has expertise otherwise unavailable to the District. The UDWC shall recommend to UPM and the Superintendent/President all criteria for the granting of such reassigned time, overloads or stipends. UPM and the Superintendent/President shall modify, delete and/or add to these criteria and these shall be the criteria used by the UDWC for the recommending of such reassigned time, overloads or stipends. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC in recommending such reassigned time, overloads or stipends. Specific reassigned time, overloads or stipends meeting the criteria shall be recommended to the Superintendent/President by the UDWC. Applicants for reassigned time, overloads or stipends who are denied said reassigned time, overloads or stipends may appeal via the provisions in the Grievance Article of this contract. In the event that the UDWC cannot make a recommendation, based on a majority decision, on an individual request, the applicant may appeal via the provisions in the Grievance Article of this contract.

8.3.1 Activities for Use of Reassigned Time, Overload and Stipend. Reassigned time, overload or stipends may be used for the following:

1. Governance or performance of special projects for specific periods of time.

2. Coordination of activities and/or programs not part of the regular workload responsibilities. Regular workload responsibilities shall be the equivalent of 14-16 teaching units in lecture and/or laboratory, or 28 hours for counselors, or 35 hours for librarians or school nurses.
3. Academic Senate officers' responsibilities.
4. Special functions such as budget development, curriculum or program development, program coordination or other special projects.
5. Field work coordination or internship coordination.
6. Externally funded grants.

8.3.2 Request Categories. Requests for overload, stipend or reassigned time shall be classified in one of the following six categories:

- I. **Contractually mandated:** required by the current negotiated labor contract
- II. **Externally funded:** available through a grant or other externally funded source (See Memorandum of Understanding Re: Solicitation of Faculty Interest in Assignments Funded by Outside Sources (e.g. Grants))
- III. **On-going:** activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc.
- IV. **Academic Senate:** for faculty serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee.
- V. **Instructional or learning development:** individual research and development (IR&D) projects by the faculty for one or two semesters. Said projects shall be for the exclusive purposes of evaluating, and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations. Ongoing normal professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded.

IR&D Grants are non-transferable. Funds expended for personnel services and equipment shall be limited to those line items and amounts specified in the grant as approved by the UDWC. Budget revisions require UDWC approval.

VI. New Coordinating Positions:

New coordinator positions shall be added to the list in Article 1.3.1. UDWC shall develop mutually agreed upon language to be added to Section 8.3.4, (as Category VI) that defines the principles and procedures which guarantees transparency, competence and fairness for the implementation of Article 1.3.3.

8.3.3 Criteria Evaluated. All requests for reassigned time, overloads or stipends shall be evaluated using some or all (as explained below) of the following criteria. For the purpose of ranking, points are to be awarded using the scale indicated.

- (1) The problem or need addressed has been adequately thought out and described (0-10 points).
- (2) The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).
- (3) The project activities are likely to contribute to instructional effectiveness (0-10 points).
- (4) The project activities are likely to increase student learning and/or retention (0-10 points).
- (5) The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).

- (6) The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be available (0-5 points).
- (7) The project activities will not adversely effect the discipline or department budget, facilities or schedule (0-5 points).
- (8) The applicant(s) appears to have adequate experience and/or training to carry out the proposed project (0-5 points).
- (9) Number of years since last award to recipient: [5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 year = 1 point; less than 1 year = 0 points].

8.3.4 Criteria Evaluated By Category.

Category II: All requests in Category II will be evaluated each semester using criteria #6 - #8.

Category III. All requests in Category III, except department chairs and coordinators designated in 1.3 of the CBA, will be evaluated each semester or year using criteria #1 - #4, #6, and #7.

Category V. All requests in Category V will be evaluated each semester using criteria #1 - #9. For the purpose of establishing the order of consideration by the UDWC, I R & D Grants shall be scored and ranked within each category (i.e., "A" and "B" of 8.3.5). Those with a total score of twenty-five or more points (as determined by the criteria specified in 8.3.3 and 8.3.4) shall be voted upon (as defined in 8.3.5) in the order ranked, beginning with the Category "A" grant awarded the highest score.

8.3.5 Personal and Institutional Development. There are several opportunities available to faculty for personal and institutional development. See Chart entitled 'Faculty & Institutional Development', for explanation of recipient stipulations, and party responsible for scope of proposal. The members of the UDWC are responsible for developing criteria, interviewing faculty and recommending awards.

(a) IR&D Grants. The UDWC will be a guaranteed minimum of \$20,000 per year, to be used for "Individual Research and Development Projects". Any funds not allocated by the UDWC shall be added to the next year's budget and shall be spent in that year. Expenditure of these or additional "Individual Research and Development Projects" funds (other than externally funded grants which are covered under Articles 8.3.1 - 8.3.7) for unit member proposed activities may be denied only by a majority vote of the committee. IR&D Grants shall be divided into two categories:

1. Grants with specified expenses of three thousand dollars (\$3,000) or less: No more than five (5) grants shall be awarded in this category in any academic year.
2. Grants with specified expenses beyond three thousand dollars (\$3,000): The award of said grants shall not exceed the funds available.

(b) IR&D Units. The UDWC will be guaranteed 15 TU (Teaching Units) per year for projects up to one year in length.

(c) Institutional Initiatives Fund. The District will provide a minimum of \$20,000 per year for institutional initiatives proposed by the District. There is no dollar amount limit on the award for a project. Any funds not expended in a given year will not be rolled over to the next year.

(d) Other District-Directed Initiatives. The District will provide a minimum of \$10,000 per year for district-directed initiatives proposed by the District. There is no dollar amount limit on the award for a project. Any funds not expended in a given year will not be rolled over to the next year.

(e) District-Directed Program Development. The District will provide up to 15 TU (Teaching Units) per semester for assignment of faculty in a discipline to program development. Ongoing normal

professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded. New, full-time hires to the District do not have to compete for assignment.

8.3.5.1 The unit members appointed by the Academic Senate to the College Employee Development Committee shall form a sub-committee of the UDWC and shall review all "Individual Research and Development Projects" proposals. Review shall follow the procedures described in Articles 8.3.1 - 8.3.7.

8.3.6 Applicant Request: UDWC Prerogative. It shall always be the prerogative of the UDWC to recommend that an applicant for reassigned time modify his/her request to take the form of a new course proposal. This course would generate student contact hours and be such that the instructional load would involve partial or total coordination of activities and/or programs not part of the regular workload responsibilities, and/or field work coordination and/or internship coordination.

8.3.7 Agreement: Reassigned Time, Overload & Stipend. (Form F 8.3.7). Upon the awarding of reassigned time, overload or stipend for categories II and/or V as defined in 8.3.2, the unit member shall execute a contractual agreement (hereafter "agreement") with the District for the specified number of units or dollars, the specific form of said "agreement." This "agreement" will include the following:

1. A statement and description of the final product that is to be delivered or outcome that is to be produced for the department, discipline and/or District.
2. The time when the final product or outcome is to be delivered/produced.
3. Signed recognition by the individual that failure to produce the final outcome or product at the time specified shall result in repayment to the District of all monies received. Repayment may be made through salary deductions at the rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the individual may work at his or her own expense for one additional semester to complete the work. Failure to complete in this additional time will result in repayment as above. The recipient shall be ineligible for any reassigned time, overload or stipend until successful completion or repayment.
4. Untimely completion may result in limited future eligibility for reassigned time, overload or stipends; however, following a written request by the grant recipient, the UDWC may extend the delivery date cited in the initial agreement. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement".

8.3.8 Determination of Available Units or Stipend.

The amount of reassigned time, overload or stipends available shall be determined as follows:

- Category I:** Negotiated by UPM and the District and is provided for in other parts of the CBA.
- Category III:** Negotiated by the UDWC and/or in the collective bargaining process.
- Category IV:** A minimum of 9 TU (Teaching Units) for the academic year, with additional units being arranged by the Senate and the District.
- Category V:** (a) IR&D Grants \$20,000 and (b) IR&D Units 15 TU (Teaching Units) per year for projects up to one year in length.

FACULTY & INSTITUTIONAL DEVELOPMENT

	IR&D Grants \$20,000 [Small portion for projects \$2,000 & under] [Remainder of \$ no limit on \$ amount]	IR&D Units 15 TU [Can be requested for a year long project]	Institutional Initiatives Fund <i>Minimum \$20,000</i> <i>No rollover of funds</i> [No limit on \$ amount for a project]	Other District-Directed Initiatives <i>Minimum \$10,000</i> <i>No rollover of funds</i> [No limit on \$ amount for a project]	District-Directed Program Development <i>Up to 15 TU per semester</i> [Assignment of faculty within discipline – assigned time for part-time faculty – new full-time hire to District does not have to compete, can be assigned]
Recipient	F-T Faculty P-T Faculty – [Must do work in the summer intersession]	F-T Faculty P-T Faculty – [Assigned time to 60% or must do work in the summer intersession]	F-T Faculty P-T Faculty – [Must do work in the summer intersession]	F-T Faculty P-T Faculty – [Must do work in the summer intersession]	F-T Faculty P-T Faculty – [Assigned time to 60% or must do work in the summer intersession]
Responsible for Scope of Proposal	Individual faculty member	Individual faculty member	District	District	District
Responsible for Developing Criteria	UDWC	UDWC	UDWC	UDWC	UDWC
Responsible for Interviewing and Selecting	UDWC	UDWC	UDWC	UDWC	UDWC

8.4 Full-Time Instructors' Schedule

Full-time teaching assignments shall be scheduled for no fewer than four (4) days per week (unless otherwise arranged by management for educational reasons) and no more than five (5) days per week. A course or service scheduled on Saturday shall be assigned to a permanent/probationary or temporary unit member only if he/she agrees or if no other temporary faculty member is assigned to the same course or service on a weekday.

8.5 Office Hours

8.5.1 Full-Time Credit Instructors.

(a) Regular Office Hours. Full-time credit instructors shall be in their offices a minimum of four (4) hours per week (at least one (1) office hour per teaching day but not to exceed four (4) hours per week) where they will be available for consultation with students. Each instructor shall post outside his/her office the office hours when he/she will be present to meet with students.

(b) Overload/Intersession Hours. Any full-time instructor with an instructional overload or who is teaching during intersession shall be assigned office hour/s as set forth in Article 3.10 of the CBA.

8.5.1.1 Media Courses. A unit member who teaches media courses as defined in 8.20 shall be required

to hold thirty (30) office hours for a full semester for a three unit media course. These office hours shall be in addition to the office hours required in 8.5.1 above, but these hours may be held in any predetermined location as long as the student has access to the instructor by telephone. In media courses which have a higher or lower teaching unit value than three the number of office hours shall be prorated.

8.5.2 Split Assignment. Any unit member who has a split assignment (i.e. an assignment to more than one location) shall conduct office hours at the worksite of his/her major assignment for that day. Notice of office hours and their location shall be posted outside each office.

8.6 Counselors' Schedule

8.6.1 Work Week. Counselors shall be scheduled for no more than 28 hours per week of Counseling duties. Counseling duties include the following, but are not limited to the following: office hours for continuing and new students; liaison to local high schools; consultation with other colleges and universities, faculty, administrators and community members; appointment preparation; transcript evaluation; counseling report writing, e.g. SEP; processing graduation petitions; instruction of credit/noncredit classes. For each credit teaching unit of a scheduled class the counselor teaching the class will be credited with a total of 35 hours per semester. For each non-credit teaching unit the counselor teaching the class will be credited with a total of 25 hours per semester. The total number of counseling hours per academic/fiscal year shall not exceed 929.6 hours (166/7/.80). The 28 hours of counseling duties shall be subject to review by the supervising manager if funding sources, Education Codes and/or Title V change.

There shall be an additional work period of seven (7) hours per week devoted to activities including but not limited to professional enrichment and committee work. Examples of such activities are: All staff counseling meetings, such as in-service training, matriculation and articulation; all committee work, such as subcommittees or task forces in career planning, transfer center and counseling rotation schedules, advisory committee meetings, governance, and screening committees; professional development in new technology and counseling skills; attending conferences, workshops and seminars; studying new techniques and acquiring new information regarding articulation, matriculation, transfer centers and career planning; meeting with chairperson to develop and modify counselor schedules; developing informational counseling materials, student program outlines and curriculum guides; analyzing, updating and revising existing counseling materials and programs, developing new programs as needed; reviewing current literature in appropriate fields and recommending additions to the

college library and resource center; participating as a peer evaluator; providing information for schedules and budget preparation; coordinating the work of student assistants and counselor graduate interns; advising student clubs; and public speaking engagements.

8.6.2 Workyear. Twenty-five (25%) of all permanent counseling staff who are assigned to programs with “unrestricted populations” will be guaranteed an academic workyear as defined in Article IX. The remaining seventy-five (75%) of the permanent counseling staff may be required to work a fiscal year beginning July 1st and ending June 30th.

The counseling staff working a fiscal year will have a duty free period of not less than six consecutive weeks if they wish to participate in intersession, otherwise there shall be a duty free period of five consecutive weeks. Such unit members shall not be required to render more than 175 days of service without additional compensation.

Counseling services offered on a fiscal year/academic year shall be on a voluntary basis. If there are insufficient volunteers, the assignment will be on rotation which, over time, will require all counselors to participate. No permanent counselor may be assigned to participate without their consent more often than any of the other permanent counselors. In the event of a violation of this rule, the unit member may begin the grievance process.

Counselors who are on restricted funds and who cannot provide counseling services to other than the program's restricted population, are required to provide the same ratio of services throughout the academic/fiscal year. The schedule shall be made after consultation with their supervising manager.

The Counseling Department will devise a rotation procedure that best represents the needs of their program and staff. All permanent/probationary counselors have scheduling preference over any/all temporary counselors.

8.6.3 Intersession Rate of Compensation. Permanent/probationary counselors employed during intersession shall be compensated at the following rate: Hours worked will be computed as a percentage of 581 hours and converted to units for pay purposes (e.g. hours to be worked divided by 581 X 15 units equals hour per unit ratio).

8.7 Librarians' Schedule

8.7.1 Work Week. Librarians shall be scheduled for thirty-five (35) hours per week by management after consultation with the unit member. For each teaching unit of a scheduled library class, the librarian teaching that course will be credited with a total of thirty-five (35) hours of student contact during the period of the course.

8.7.2 Workyear. The workyear for librarians shall be the academic year as defined in Article IX of this Agreement, except in the special case of certificated duties extending beyond the regular semester as specified in 8.21.

8.8 School Nurses' Schedule

8.8.1 Work Week. School nurses shall be scheduled for thirty-five (35) hours per week by management after consultation with the unit member.

8.8.2 Workyear. The workyear for the school nurse shall be the 175 days of the academic year as defined in Article 9 of the CBA.

8.9 Other Non-Instructional Unit Member Schedule

Full-time unit members other than instructors, counselors, librarians, and school nurses shall be assigned no more than thirty-seven and one-half (37.5) hours per week by management after consultation with the unit member.

8.10 Coaches' Workyear

Coaches of athletic teams which practice or compete outside the academic year shall have a workyear which accommodates to the schedules of those teams as established by past practice. The overall hour requirements for coaches shall not exceed that established elsewhere in this Article.

8.11 Teaching Load in the Non-Credit Semester Program

Full time non-credit instructors working in the semester program (academic year) shall work 30 lecture, laboratory, studio or activity hours per week. Full-time non-credit instructors working in the quarter program shall teach twenty (20) lecture hours, or thirty (30) laboratory, studio, or activity hours within a work week of 37.5 hours, for 32 weeks of the fiscal year. In addition, all non-credit full-time instructors shall meet contractually mandated flex-time obligations.

The District and the Union agree that the total yearly hours for lecture are eight-hundred and fifty (850) and for laboratory, the total yearly hours are one-thousand and fifty (1,050) for Non-Credit ESL instructors teaching a semester program on campus.

8.12 Department Chairs

8.12.1 Procedures.

A. Elections. Department chairpersons shall be elected by the permanent/probationary and temporary unit members of their respective departments on or before March 1st of each election year. Terms of office shall begin July 1 following said election. Between March and the start of the Fall semester, new department chairpersons will receive training from out-going chairs and appropriate administrators.

B. Training. A training session, conducted by the appropriate manager(s), will be presented each Spring to new department chairpersons. The administration will train the department chairs in their contractual duties. It shall be the responsibility of the management and the Department Chairs to develop a handbook which shall assist the chairs in the performance of their contractual duties.

C. Term of Office. Department Chairs shall normally hold office for a term of two years. With managerial and departmental agreement, a Department Chair may serve for one additional year for a total not to exceed three consecutive years. All previous chairpersons, including the incumbent, shall be eligible to run for re-election.

D. Evaluation. Department chairs shall be evaluated every two (2) years by the permanent/probationary and temporary unit members and classified staff of their department, and the management designated supervisor. Evaluation criteria and forms shall be negotiated between UPM and the District (Forms 8.12. D (a) & (b)).

1. Management shall have the authority to remove a Department Chair from office for failure to perform contractual responsibilities. The Department Chair may use the existing contractual grievance procedures if they believe their removal to be arbitrary and capricious.

2. Departments shall have the authority to remove a Department Chair from office for failure to communicate District information adequately, and for failure to communicate departmental interests fairly and in a representative manner. Removal from office by department members shall not be subject to the contractual grievance procedure.

E. Department Scheduling. At the beginning of the preceding semester (e.g. Fall, 1999) the Office of Academic Affairs shall provide the Department Chair or Coordinator or Director the scheduling packet for the subsequent semester (e.g. Spring, 2000) that includes:

1. Computer print-out.
2. Memorandum re: unit allocation.
3. Memorandum re: necessary additional information, not on the computer print-out including the deadline date for submission of the department schedule.
4. *Full-Time Instructor Assignment Sheets* with instructions from the Curriculum Office (Jodi) for completion by each full-time faculty member; schedule sheets for part-time, temporary faculty, including a list of ETCUMs and RETCUMs in rank order.
5. Application packets from the Union/District Workload Committee (UDWC) for full-time and part-time faculty indicating new deadlines and the need for adherence to those deadlines.

8.12.2 Responsibilities.

A. Responsibilities to the Department.

1. Conduct regularly scheduled departmental meetings and distribute minutes to appropriate bodies on campus.
2. In conjunction with the department's faculty develop and/or modify curriculum, subject to departmental and District approval.
3. Collect proposed individual schedules and *Full-Time Instructor Assignment Sheets* from the faculty and prepare and submit to the supervising Dean, a recommended department schedule of classes in conformity with contractual limitations (program requirements), and to the extent possible faculty preferences for each semester and intersession, making sure that appropriate classes are assigned in both the day and evening.
4. Assist faculty in up-dating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).
5. Assure that proper forms for reporting absences are available to unit members within their department.
6. Develop statements for the Schedule and maintain current information in the college catalog and other college publications.
7. Inform department members of funding proposals, including sharing information on funding opportunities.
8. Recommend additions to and modifications of the physical plant as needed by the department.
9. Supervise use of department facilities and equipment.
10. Mediate intradepartmental conflicts.
11. Represent the department at appropriate meetings and to the administration.
12. Supervise assigned classified, student and non-student hourly staff
13. Distribute notice of available intersession assignments to permanent/probationary unit members.
14. Following the written request by an ETCUM/Retired ETCUM, a Department Chairperson, may volunteer to participate in the evaluation of the ETCUM as defined in Article 7 of the CBA (e.g. in Sections 7.2.1.1, 7.2.1.2.2, 7.2.1.2.3.1 and 7.2.1.3)
15. Review the *Full-Time Instructor Assignment Sheets* and ensure return to the supervising Dean in order to comply with the deadline date for scheduling.
16. Distribute/collect UDWC packets to/from all faculty and inform faculty of the consequences of late filings.
17. Return complete scheduling packet to the supervising Dean by the scheduling deadline date including:
 - (a) Department schedule/full-time and part-time faculty schedules/ computer print-out, schedule of part-time units and all other required scheduling information.
 - (b) A completed *Full-Time Instructor Assignment Sheet* for each full-time faculty member and the scheduling sheets for part-time assignments.
 - (c) Any UDWC faculty applications and related paperwork (attach to individual assignment sheet).

B. Responsibilities to District.

The Department Chairperson shall be responsible for both the day and evening program in the following areas:

1. Make recommendations on the organization of the department and coordination of the instructional program.
2. As directed by a majority of the permanent faculty assigned to the department, the department chair shall make a recommendation to the immediate supervisor for the purpose of determining the need, selection, recommendation and appointment of those personnel who are not otherwise assigned in accordance with Section 6.8 of the CBA.
3. Assist faculty in finding substitute staff as necessary, assuring that substitutes are credentialed and on the payroll.
4. Remind the faculty of their contractual responsibilities.
5. Provide orientation for new staff in the department.
6. Encourage temporary faculty to attend department meetings.
7. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening faculty.

C. Curriculum/Instruction. Hold regularly scheduled advisory committee meetings for the occupational programs, attend curriculum committee meetings as needed, and distribute the minutes of official meetings to selected campus and Departmental offices.

D. Budget

1. Prepare and submit the total department budget, following conferences with the faculty and staff. Be the spokesperson and advocate for the budget.
2. Exercise signatory authority on requests for purchase orders and maintain budget accounting and control of instructional equipment and supplies, field trips, readers and clerical assistance, requests for graphic arts, and for allocation of keys to classrooms.
3. Exercise signatory authority on requests for all non-unit members before they are sent to the appropriate administrator.

E. Procedural

1. Attend no more than two (2) department Chairpersons' Committee meetings per month. A required department chairs' meeting may be scheduled during flex days prior to the start of a semester.
2. During the first week of classes for each semester, be available to assist students in finding courses and resolve faculty problems.
3. Initiate and sign Work Orders.
4. Respond in writing or via voice mail to all written requests from faculty and/or management concerning issues within the scope of his/her authority.

F. Personnel

1. The Department Chairperson shall be responsible for non-certificated Personnel Action Forms and Time Card signatures.
2. The Department Chairperson shall act as the instructor of record for the Directed Studies Program and be responsible for signing all applicable forms. The Department Chair shall delegate the actual instructional supervision to qualified certificated unit members within the discipline/department.

8.12.3 Compensation. Department Chairpersons shall receive a minimum of three units of reassigned time, with the option of the equivalent number of units being taken as overload or cash equivalent stipend, said

stipend not to exceed \$5,000.00 per year, at the discretion of the elected chairperson. Overloads or stipends are subject to Section 8.3.9.

8.13 Managers: Teaching

8.13.1 A manager will teach no more than one (1) credit class per year, without UPM approval, except that there shall be no limit on the number of "contract" (non ADA-generating) courses offered in the community service program which a manager will be allowed to teach. In the event that no unit member volunteers to instruct the leadership course for student officers, the District may assign the Director of Student Affairs to teach said course. In the event that it becomes necessary to assign a manager to teach more than one (1) credit class, the District will provide the Union with at least ten (10) days notice and an opportunity to negotiate the decision and effects of the proposed assignment on mandatory subjects of bargaining except as provided in 8.15.2 below. (A credit class is defined, for purposes of this article, as one class or 3 units, whichever is larger, or 10% of a non-teaching assignment)

8.13.2 Managers may not perform unit member duties if any qualified unit member is on partial or complete layoff and possesses any of his/her 39 months of rehire rights and wishes to return and perform the available unit member duties.

8.14 Permanent Unit Member - Reduced Load

8.14.1 A reduced teaching load, with proportionate salary reduction, requested for professional or personal reasons, may be granted to a permanent unit member.

8.14.2 A permanent unit member shall apply to the Union/District Workload Committee (UDWC) (as defined in 8.3) for reduced loads (Form F 8.14). Reduced loads shall be awarded in accordance with the criteria established by the UDWC on a case by case basis. Reduced loads not exceeding 3 units, one course or 10% of non-credit load shall be approved. Requests in excess of the amount stated above, including application from unit member described in Article 5.17.3.1 who are not applying banked units towards a reduced load, shall require demonstrated need in the following categories to include but not limited to: 1) medical, 2) personal necessity, 3) educational, 4) financial, 5) job-sharing. Librarians, the School Nurse and other non-instructional unit members described in Article 5.17.3.1 may, subject to the limitations and criteria identified in this article, choose to reduce their workload by selecting any single block of consecutive days of a semester equivalent to the permissible reduced load, as described in Article 5.17.3.1. The criteria agreed upon shall be utilized by the UDWC in recommending and approving reduced loads. The UDWC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these reduced loads including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President may determine additional criteria and, if so determined, these shall be the criteria used by the UDWC for the granting of reduced loads. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC and management in recommending and approving reduced loads. Reduced loads shall be, by majority vote and recommended by the UDWC to the supervising Vice President. Applicants for reduced loads who are denied said reduced loads may appeal via the provisions in the Grievance Article of this contract. Requests should be submitted to the Department Chair, Coordinator or Director at least one (1) week prior to the deadline date for scheduling the semester in which the proposed leave would occur. Provisions contained in this article shall neither limit nor detract from any section of Article 8.6 of the CBA.

8.14.3 Except for salary reduction, all other District benefits shall continue in full, and the unit member shall advance on the salary schedule. The minimum number of units a unit member must teach is eighteen (18) per year, or nine (9) if the reduction is only for one (1) semester. If a permanent unit member wishes a reduced load to less than sixty percent (60%) in one (1) year, District benefits and advancement on the salary schedule shall be proportionately reduced; however, a reduction to less than sixty percent (60%) shall be for no more than one (1) year.

8.14.4 For non-teaching unit members, the provisions of Section 8.14.3 shall be adjusted proportionately.

8.15 Overload

8.15.1 Regular Overload. A regular overload is a voluntary assignment of a permanent/probationary unit member to additional teaching, counseling, librarianship or other unit member duties normally performed by that member beyond those required of a full-time unit member in those areas and as distinct from overloads provided for in Article 8.3.2.

8.15.2 Other Overload. All other overloads are voluntary assignments of a permanent/probationary unit member beyond those required of a full-time unit member in those areas. These assignments include duties performed in connection with instructional grants, and all other functions defined in Article 8.3.2 (I-V) of the CBA. The maximum number of other overload assignments per semester shall not exceed the equivalent of six (6) teaching units, except as provided for in 13.12 of the CBA. In no case shall a permanent/probationary unit member receive a combination of regular and other overload (regardless of funding source) that exceeds the equivalent of nine (9) teaching units, except as provided for in 13.12 of the CBA.

8.15.2.1 In the event that the limit on overload units, as defined in 8.15.2 and 8.15.3 is exceeded in a unit member's assignment by less than one teaching unit as a result of workload calculations based on the lecture/laboratory unit value formulas set forth in 8.22.2, that unit member's workload shall be considered as being in compliance with Articles 8.15.2 and 8.15.3. Under no circumstances shall any part of this article alter the provisions set forth in Article 13.12 of the CBA.

8.15.3 Teaching Overload Limit

(a) Except for assignments outside the unit member's defined workyear, and substituting within the workyear, a teaching overload of more than 3 units or 20% of a full workload shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise.

(b) The maximum teaching overload (as defined in Article 8.15.1) for instructional staff shall be one (1) class per semester or twenty percent (20%) of the full-time load, whichever is greater. The maximum teaching overload for a unit member other than an instructor shall be twenty percent (20%) of the full-time workload of that unit member.

8.15.4 Overload: Counselor/"Other" Non-Instructional. Any Counselor or "Other" non-instructional unit member (as defined in Article 1.3) who works additional hours within the 175 day period during the academic/fiscal year is entitled to be compensated at the overload rate. Any counselor or "Other" non-instructional unit member (as defined in Article 1.3) who works in either of the following two circumstances is entitled to be compensated at the intersession rate:

(a) when the unit member has exhausted his/her 175 days (or equivalent number of hours) required by the CBA but before the commencement of the new academic/fiscal year; or

(b) when the unit member works during the six week or five-week duty free period guaranteed in Article 8.6.2. of the CBA.

In no case shall the wording of this article infringe upon the right of the District to schedule up to 75% of the Counseling staff throughout the fiscal year as expressed in Article 8.6.2 of the CBA.

8.15.5 Overload/Temporary Compensation Formula: Librarian & School Nurse.

Overload assignments and part-time temporary credit for librarians and school nurses employed during a semester shall be compensated at the following rate: Hours to be worked will be computed as a percentage of 599 hours and converted to units for pay purposes (e.g. hours to be worked divided by 599 x 15 units equals hour per unit ratio).

8.16 Intersession Assignment

An intersession assignment is a voluntary assignment during an authorized intersession. Except for the special circumstances regarding courses and other duties extending beyond the regular semester as defined in 8.21, this assignment is outside the regular assignment and may occur only for a period between the last day of the spring semester and the first day of the following fall semester, or between the last day of the fall semester and the first day

of the following spring semester or during the unassigned hours of a unit member working a fiscal year (see 8.21 (a)). It shall not include activities such as field trips which take place during the intersession period but which are part of a regular course taught during the regular academic year. At the department meeting on the mandatory staff development day of the spring semester and prior to the assignment of intersession work, a notice of the proposed intersession schedule shall be distributed to all permanent/probationary unit members who meet minimum qualifications. At that time, department chairs shall accept requests for intersession assignments. Should the number of applicants/volunteers exceed the number of available unit assignments, intersession assignments shall be awarded on a rotational basis to permanent/probationary unit members regularly assigned to that department or service. The remaining unassigned intersession units shall be filled at the discretion of the District.

8.17 Faculty Hiring

A unit member shall not be required to participate in faculty hiring procedures or on selection committees (for example, as defined in District policy and procedures 5.0006.1 and 5.0006.2 for Permanent and Temporary Credit and Non-Credit hiring). Refusal to participate shall not constitute a violation of the employment terms set forth in the CBA.

8.18 Special Skills Courses

Special skills courses are courses requiring limited special skills unlikely to be possessed by persons of more general qualifications. Departments shall identify such courses to the UDWC for approval. The identification of these courses shall be made solely for the purpose of the assignment of ETCUMs as defined in 6.8.3, A.

8.19 Media Courses

8.19.1 Definition. Media courses are courses in which instruction is delivered primarily through television, videocassette or radio and which do not include regularly scheduled meetings.

8.19.2 Schedule. For a three unit media course instructors shall schedule a total of forty-eight (48) hours for the semester of which fifteen (15) hours shall be devoted to student contact, which may include orientation, lectures, guest speakers, laboratory sessions, review sessions, examinations, or field trips and three (3) hours for a final examination. The remaining thirty (30) hours shall be used as office hours which shall be evenly distributed across the semester. These office hours shall be in addition to the regularly scheduled office hours as provided for in 8.5 of the CBA. For these thirty additional office hours, the instructor may be available to students either in the office or by telephone as defined in 8.5.1.1. Contact and office hours in media courses which have a higher or lower teaching unit value than three shall be prorated.

8.19.3 No Requirement to Teach Media Courses. A unit member shall not be required as part of his/her assigned workload duties to teach media courses.

8.20 Distance Learning Courses

8.20.1 Definition. Distance Learning courses are courses where the student and instructor are separated by a distance, where the primary method of instruction is accomplished through mediated technology and student-instructor contact occurs with the assistance of interactive communication technology.

8.21 Extended Workyear

All unit members, except counselors, may perform unit work outside the 175 days of the academic year (as defined in Articles 8.2 and 9.1) as part of the unit member's regular load, providing that the following conditions prevail:

- (a) that the course or other unit work (as approved by UDWC) commence in the regular semester as defined in Article 9.1 and that at least 75% of the course or duty takes place during the regular semester;
- (b) that compensation for that part of the course or duty that goes beyond the official semester as defined in Article 9.1 shall be at the same rate as provided for service during the 175 days of the academic year; and
- (c) that the unit work be accepted by the unit member on a strictly voluntary basis as defined in Article 6.4.1.10.

In no case shall the provisions of this article contravene the workyear provisions for counselors as described in Article 8.6.2 or for coaches, as described in Article 8.10. Nor shall it affect the current practice with regard to the offering of field-trips, as described in Article 8.16.

8.22 Lecture/Laboratory Workload - Credit Courses Only

The UDWC shall review and recommend teaching units and/or service hour values to all new credit courses/assignments in the District, and for all modifications of existing credit course teaching unit allocations and/or service hour values.

8.22.1 Operational Definitions: The following Operational Definitions shall be used in the assignment of credit course teaching units and/or service hour values:

Category A: Lecture

The presentation of course content in a classroom under supervision of the instructor of record. The course content, in accordance with the official course outline, may be complemented by discussion, presentations, role playing, small group activities and field trips. Lecture may stand alone without any attached lab experience.

Category B-1: Studio

The presentation of course content in a studio setting under the direct supervision of the instructor. Students are expected to prepare for and engage in theatrical or fine arts assignments, which are discussed, critiqued and monitored continuously by the instructor. Instructor supervised demonstrations and performances are designed to assist the student in reaching a satisfactory level of skill through repeated exercises.

Category B-2: Laboratory

The presentation of course content in a laboratory setting under direct supervision of the instructor of record. Students are expected to prepare for upcoming lab sessions. Students are performing experiments and recording results in lab reports. Generally, experiments are not repeated for skill building. Laboratory exists as an integral part of the course for proof of learning and may or may not be taken in conjunction with the lecture component of the class.

Category C: Practicum

The presentation of course content in a practicum or clinical setting under direct supervision of the instructor of record. Students may be directed to the use of media, computer technology or patient experience. Students may proceed at the direction of the instructor or preceptor at his/her own pace for advancement to a higher level within the course content. Students not involved in independent activity may be involved in direct one on one communication with the instructor of record. Practicum is where students require a high amount of practice with instructor supervision to reach the level of skill required for specific courses within the discipline.

Category D: Activity

The presentation of course content in an activity setting under direct supervision of the instructor of record. The student participates, under continuous direction, monitoring and correction by the instructor, in course activities to enhance psychomotor skills. Activity is where the student participates with the instructor acting as leader and/or facilitator of the activity.

8.22.2 Lecture/Laboratory Unit Values: Effective Fall Semester 2002, the following lecture/laboratory unit values shall be used in the assignment of teaching units and/or service hour values:

Category A:	One Hour	=	100% of a teaching unit
Category B-1:	One Hour	=	83% of a teaching unit
Category B-2:	One Hour	=	83% of a teaching unit
Category C:	One Hour	=	70% of a teaching unit
Category D:	One Hour	=	66.67% of a teaching unit

8.22.3 Procedure for Assigning Lecture/Laboratory Unit Values

1. Any time during the academic year, a unit member or discipline representatives may either modify the official course outline to reflect actual classroom or propose a course outline for a new course.
2. The course outline should be submitted to the UDWC for approval of teaching units assigned to the course and then forwarded to the Curriculum Committee for their review and recommendation.
3. If the UDWC cannot reach a majority recommendation for a unit assignment the Superintendent/President shall make the final unit assignment.
4. Throughout the aforementioned procedure, the UDWC and/or management may consult with the appropriate Department Chair, faculty and District staff with special expertise to assist in determining the feasibility of proposed changes.
5. If the final unit assignment is disputed by the unit member or the discipline representatives they may appeal via the provisions in Article 12: Grievance of the CBA.

See Sidebar dated 9/19/02 in Appendix Section

8.23 Workload – Unit Members Assigned to the Children’s Center

8.23.1 Site Supervisor.

The following job assignments and duties are determined after consultations with management. Site Supervisor shall be assigned 25 hours per week in the classroom and an additional 10.5 hours per week on site and 2 hours of unassigned prep time. Responsibilities will include all duties of Lead Teacher, as described in Article 8.23.3, and additional responsibilities for site administration, including but not limited to: site administrative meetings; staff communication and development; coordinating temporary staff attendance at site meetings; coordination of parent education, referrals, support and Advisory Committee; recommendations to Director on organization and coordination of facility and programs, and staff/substitute hiring and scheduling; application of Title V guidelines for family eligibility and site requirements; supervision and implementation of family intake process; maintenance of Title 22 licensing requirements of facility and program; communication with Director regarding budget and fiscal concerns; communication with management, other departments of the College and the community; supervision of work study students, student teachers and volunteers; orientation of new employees and volunteers in the program; responsible for non-certificated PAF forms and time cards signatures; supervising meal planning and the food program; participation in the development and evaluation of program quality, philosophy and planning.

8.23.2 Lead Teacher

The following job assignments and duties are determined after consultations with the Site Supervisor. The Lead Teacher shall be assigned for 30 hours per week in the classroom and 2 hours of unassigned prep time. The Lead Teacher shall be assigned an additional 5.5 hours per week on site for responsibilities including, but not limited to: staff in-service and classroom meetings; consultation and committee work; staff and student teacher scheduling, time sheets, communication and feedback to staff, parent intake/orientation, conference and communication; planning, preparation and implementation of developmental profiles, curriculum and meals; scheduling of children’s hours and processing of state food program meal records; communication to Site Supervisor of supply, equipment and facility needs; communication to Site Supervisor of family referral needs; communication to Site Supervisor regarding program quality and licensing compliance, and all other classroom support and related duties as may be required. Less than full time assignments shall be prorated according to the same time assignment ratios.

8.23.3 Teacher.

The following job assignments and duties are determined after consultations with the Site Supervisor. Teachers shall be scheduled for 32.5 assigned hours per week in the classroom and 2 hours of unassigned prep time. Teachers shall be assigned an additional 3 hours per week for classroom and program responsibilities, including but not limited to: staff and parent meetings; staff development activities; consultation and committee work; child observations; curriculum and meal preparation; and other related duties. Less than full time assignments shall be prorated according to the same time assignment ratios.

8.23.4 Intersession Assignment/Additional Workload.

For the purpose of site preparation and family registration all Children’s Center unit members assigned intersession work shall immediately prior to the start of the intersession be assigned 11 hours of additional work. Said work to be compensated at an hourly rate as determined by their placement on the Children’s Center Salary Schedule.

8.23.5 Work Assigned Outside the Academic Year.

For the purpose of site preparation and family registration, all Children's Center unit members shall immediately prior to the start of the Fall and Spring semester flex period of each academic year, be assigned 11 hours of additional work. Said work to be compensated at an hourly rate as determined by their placement on the Children's Center Salary Schedule.

8.24 Nursing Faculty Workload

8.24.1 Full-time permanent/probationary unit members in nursing work 37.5 hours per week including four (4) assigned office hours and 15 TU per week assigned in accordance with section 8.22 through 8.22.3. Pursuant to Articles 3.10 and 8.5 additional office hours may be assigned for overload units.

8.24.2 Off-Campus Clinical/Community Agency Placements for Students

When a faculty member is the instructor of record for an off-campus clinical course he/she shall perform the duties outlined below (i.e. 8.24.2.1 through 8.24.2.5). As provided for in Article VII of the CBA, regularly scheduled evaluations shall include a clinical observation.

8.24.2.1 Identify, secure and evaluate the clinical placements for students required to meet course objectives.

8.24.2.2 Develop the student rotation schedule for the clinical/community placements;

8.24.2.3 Submit a copy of all communication with agencies to the Director of Health Sciences for the Clinical Agency Manual;

8.24.2.4 Meet with staff in the clinical/community agencies for orientation, for coordination of instruction of students, for resolution of student-staff conflicts, for faculty-staff evaluation of the experience and to provide required student information.

8.24.2.5 Evaluate students' clinical competencies including initiating an Educational Agreement if there is unsafe clinical performance.

8.24.3 During the remaining unassigned hours, in addition to course preparation and the evaluation of student, full-time permanent/probationary unit members in Nursing will, to the best of is/her ability, contribute to the list of professional activities required by the accrediting body as enumerated below. Evaluation will be done in accordance with Article 7.2.5 E of the CBA for probationary unit members only.

8.24.3.1 Curriculum Development/Program Evaluation

- (a) Collect and summarize course evaluations from students in order to evaluate course content according to calendar in the Program Evaluation Plan.
- (b) Participate in curriculum development in order to meet the requirements for licensure by BRN and NCNAC.
- (c) Participate in the development and the implementation of the Program Evaluation Plan.
- (d) Recommend revisions to the RN Student Handbook to the Assistant Director of Nursing.

8.24.3.2 Program Regulations/Program Accreditation

- (a) Participate in the revision or development of Program regulations and procedures as required by accrediting bodies and to maintain patient safety.
- (b) Participate in faculty/curriculum meetings.
- (c) Participate in updating and maintaining the Nursing faculty library.

- (d) Participate in preparing accreditation's required self-studies and written reports. (This occurs on an irregular basis – BRN every 5 years; NCNAC every 8 years. When this occurs the District will negotiate compensation)

8.24.4

The Assistant Director(s) of Nursing shall be assigned 5.0 TU per semester to perform the following program activities:

- (a) Assist with orientation of new and part-time faculty to the Nursing Program and to clinical/community agencies.
- (b) Place first year and second year students in clinical groups and skills lab sections, send letters to first year and second year students with information for the Fall Semester; give input into revisions of the RN Student Handbook.
- (c) Coordinates Nursing curriculum development and revision.
- (d) Perform special projects as assigned.
- (e) Set up, manage and evaluate preceptor experience (240L rotation):
 - 1. Develop a clinical agency list for possible preceptorships;
 - 2. Send letters to agencies eliciting preceptors; follow-up phone calls; confirm agency placements;
 - 3. Generate a list of possible placements from agencies with faculty;
 - 4. Coordinate student assignments with faculty;
 - 5. Collect necessary paperwork from preceptor and student:
 - (i) Preceptor resume
 - (ii) Student materials
 - 6. Keep records of preceptor experience for the program;
 - 7. Ensure that evaluations of preceptor and students are completed.
- (f) Nursing Skills Laboratory – Responsibilities include, but are not limited to:
 - 1. Coordinate the revisions of skills lab syllabi;
 - 2. Solicit suggestions from faculty for purchase of new equipment and supplies;
 - 3. Collaborate with faculty and lab technician in supply inventory and ordering;
 - 4. Develop annual OSHA orientation for students and nursing faculty;
 - 5. Communicate with faculty about problems and proposals for the skills lab.
- (g) Assist with coordinating the Transfer/Challenge Admission Process
- (h) Assist with coordinating Generic Student Admissions
- (i) Program evaluation and analysis of outcomes:
 - 1. Revise program evaluation plan as needed;
 - 2. Collect and collate data on students, new graduates and alumni;
 - 3. Collect and collate data on required NLN outcomes;
 - 4. Collect and collate data related to program evaluation.
- (j) Attend the Board of Registered Nursing New Director's Orientation in the Fall

8.24.5 Clarification of the Off-site Clinical Laboratory Workload and 240L Assignments

See Sidebar dated 9/19/02 in Appendix Section

No.3 - Nursing [off-site clinical laboratory only] is applicable to the following course only – 130L, 133L, 230L, 232L, 234L, 236L and 240L. Laboratory compensation for these courses shall increase to 83% as defined in Section 8.22.2, Category B-2. Regarding 240L, this compensates faculty for the level of responsibility they assume in this course and for being “on-call” by pager. There are no on-call situations on Sundays or during assigned lecture or laboratory. The Nursing instructor(s) of record for 240L courses, based solely on their professional judgment, shall determine the appropriate response to “on-call” pager contacts.

ARTICLE 9: CALENDAR

9.1 Academic Year/Final Examinations

The academic year for credit classes shall consist of two (2) semesters of a maximum of sixteen (16) workweeks each and shall include the time used for administering any final exam. For unit members, the days of the academic year shall be no more than one hundred seventy-five (175). Sundays and holidays shall not be counted as days of the academic year. The hours assigned for final examinations shall not exceed the hours per week for the scheduled course.

9.1.1 Commencement. Commencement shall be held during the last week of the spring semester and 50% of the permanent/probationary unit members who are not assigned to other duties shall attend and participate in commencement exercises of two hours duration. The District will designate permanent/probationary unit members beyond volunteers who must attend, however, no permanent/ probationary unit member shall be required to attend two consecutive commencement exercises. Failure to attend an assigned commencement exercise shall constitute an absence (failure to report said absence shall make the employee subject to the provisions of Article 24 of the CBA).

9.2 Academic Calendar

The academic calendar year shall be in conformance with the calendar established by the Marin Community College District. It is the expressed intent of the District and of UPM to accept the results of a joint committee on the calendar.

9.3 Calendar Committee

The Calendar Committee composed of two (2) members, one (1) appointed by UPM and one (1) appointed by the District, shall submit a calendar proposal for the following academic year and for intersession(s) by November 1 for ratification by UPM and the District. In the event the Committee is unable to agree on a calendar by that date, or either party fails to ratify the committee proposal, the calendar shall become subject to negotiations upon request by UPM. UPM recognizes that, if negotiations do not result in agreement on the calendar by December 15, it will be necessary for the District to publish a calendar, pending further negotiations on the issue.

9.3.1 Children's Center Calendar. The Children's Center Calendar shall be the same as the Credit Academic Year Calendar.

9.4 Intersession/Non-Credit Offerings

The Board may, at its option, establish intersessions at each campus.

9.5 Non-Credit Calendar

The District shall meet and confer with UPM, through the Calendar Committee, concerning the non-credit calendar. Sixty-six and two-thirds percent (66-2/3%) of non-credit classes shall be offered within the academic calendar period for credit classes.

9.6 Holidays

Holidays shall be those stated in the relevant sections of the California Education Code for the District. Consistent with Education Code Section 84890 and Title 5 California Code of Regulations Sections 55702, 55720, 55722, 55724, 55726 and 55728, a flex calendar may be in effect.

9.7 Mandatory Staff Development

Mandatory staff development shall be scheduled for no more than two (2) days. One four hour day preceding the first day of instruction of the fall semester, and one four hour day preceding the first day of instruction of the spring semester. These days will be dedicated to two (2) hours for district directed presentations and two (2) hours for department meetings each semester. In addition, prior to the first semester of employment there shall be one required orientation day for newly hired unit members which will precede the mandatory staff development day for all faculty.

ARTICLE 10: CLASS SIZE

10.1 Minimum Class Size

10.1.1 Normal Class Size. The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being provided that management is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2 below.

10.1.2 Class Cancellation. A class shall not be canceled prior to the first day of instruction unless the District has given five (5) days prior written notice to the instructor and/or the Department Chair (delivered in person or via voicemail/message) of the possibility that the class might be subject to cancellation. If such notice is not given, a class shall not be subject to cancellation until the end of the second class hour; however, if the instructor agrees, a class may be canceled at any time.

10.1.3 Exceptions to Normal Class Size. Exceptions to the minimum of twenty (20) enrollees may be made by the District in classes required for graduation, for a major, or for a career, in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a financial hardship to the District or educational disadvantage to the student. Exceptions to the minimum of twenty (20) enrollees shall be made if the unit member involved is permanent/probationary and if there are no courses available for which the unit member is minimally qualified.

10.2 Maximum Class Size

10.2.1 Procedure for Setting Maximum Class Size. The maximum class size for registration purposes for existing courses shall be that set forth in the *Master Course List* in effect for the Spring Semester 1996, for each campus, as approved by the MCCD Governing Board. Any increases are subject to negotiations by the parties and shall only occur where it is legally permissible, physically possible and not in violation of established safety practices. In the event the first census reports (CAM 005) for any course shows a class enrollment of at least three (3) greater than the newly established class maximum, supplemental assistance such as readers, clerical help, supplies, etc., shall be provided to the instructor upon his/her written request. That instructor and the appropriate Dean shall meet to determine the type and amount of supplemental assistance. No class shall exceed the maximum without the instructor's approval.

10.2.2 Review by UDWC. The maximum class size limitations for the purpose of registration shall be reviewed by the joint Union-District Workload Committee.

10.2.3 Identical Classes: Different Class Size. It is recognized and agreed that the establishment of maximum class sizes will result, in certain instances, in identical or substantially identical classes having different maximum class sizes at the two (2) campuses.

10.3 Class Size – Children's Center

Class size shall be determined by the California State Regulations governing Children's Center Licensing. Minimum numbers of licensed staff and minimum numbers of licensed staff plus aides/assistants/interns/student trainees for specific classroom child populations are defined in Appendix B. These staff/child ratios shall not include licensed teachers when they are fulfilling their assigned hours other than classroom hours. For reasons of safety the District will make every effort to assure there are at least two staff on duty at all times. Minimum staff ratios shall be adjusted as necessary to reflect changes in California State Regulations.

Except as specified herein, all other provisions of Article 10 do not apply to unit members assigned to the Children's Center.

ARTICLE 11: SAFETY
(Entire Article Applicable to Children's Center Unit Members)

11.1 It shall be a responsibility of the District to provide and maintain a physically safe and healthy work environment. The District, the UPM and each unit member will cooperate in the objective of eliminating accidents and health hazards in compliance with the California Occupational Safety and Health Act of 1973, and any other relevant legislation.

11.2 The District and the unit member shall comply with OSHA regulations.

11.3 **Safety Committee**

11.3.1 Composition. The Safety Committee shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District.

11.3.2 Charge. The Safety Committee shall meet at least once every three (3) months to review safety conditions in the District and to consider written complaints from the employees regarding safety conditions.

11.3.3 Emergency Meeting. If any condition which constitutes a serious and immediate safety hazard comes to the attention of any member of the Safety Committee, that member may call an emergency meeting of the Committee, which shall meet within twenty-four (24) hours and present its recommendations to the Superintendent/President or designee. The Superintendent/President or designee shall respond within forty-eight (48) hours.

11.3.3.1 Non-Emergency Conditions. Under non-emergency conditions, the Safety Committee shall present its recommendations to the Superintendent/President who shall respond within forty-five (45) days.

11.4 **Procedure in Event of Threat to Safety**

In the event of a serious accident within the classroom environment which actually threatens the safety of students and staff, the unit member may cancel the class session(s) until the emergency has been alleviated. The unit member must immediately report the emergency to his or her immediate supervisor.

11.5 **Mandatory Safety Training**

11.5.1 Types of Training Required. In courses where hazardous materials, chemicals and/or dangerous equipment are routinely used and which are subject to state or federal regulations mandating safety training for instructors and students, affected unit members shall be required to attend the applicable training programs mandated by the state or federal regulations.

11.5.2 Schedule of Training/Flex Credit. The District sponsored training shall be scheduled for a maximum of four (4) hours per day either during the scheduled flex days or throughout the academic year (as approved by the Staff Development Committee) so that attendance by unit members constitutes a valid flex time activity as defined by Article 9 of the CBA. Flex credit shall be given (up to four (4) hours per day). In the event mandatory training requires more hours than those dedicated to flex, additional hours of training will be scheduled in the 37.5 hour week. Unit members who participate in District approved "Offsite" Safety Training programs, as provided for in Section 9.9 of the CBA, shall be regarded as having met the requirements of this section.

11.5.3 Student Instruction. Following the training and in accordance with the course description approved by the Curriculum Committee, unit members assigned to said courses shall instruct the students as to the proper use and handling of hazardous materials, chemicals and/or dangerous equipment.

ARTICLE 12: GRIEVANCE
(Entire Article Applicable to Children's Center Unit Members)

12.1 The prompt resolution of grievances is encouraged, and therefore the following procedure to accomplish this purpose is established. Unless otherwise stated in this agreement, all articles in the CBA are subject to grievance and binding arbitration

12.2 **Definitions**

12.2.1 Grievance. A "grievance" is an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of this Agreement. Grievances may also be filed by a unit member for allegations of discrimination, or violation of gender equity or Section 504 (Handicapped Access) Regulations.

12.2.2 Grievant. A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Articles 3 and 13, or as provided for in 12.5. UPM/AFT may also file an individual or group grievance on behalf of a unit member(s) provided UPM/AFT does not file such grievance without the unit member's (unit members') written authorization.

12.2.3 Day. A "day" is defined as any day during which District offices are open for business.

12.2.4 Immediate Supervisor. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant, who has been assigned to adjust grievances.

12.3 **Grievance Filing**

12.3.1 Who May File. A grievance may be filed by a member of the bargaining unit or, with written authorization of the grievant, by a UPM/AFT representative on behalf of the grievant.

12.3.2 Same Grievance/Multiple Grievants. If the same grievance, or substantially the same grievance, is made by more than one (1) unit member, one (1) unit member may, on behalf of himself and all other grievants, file a grievance. The final decisions shall apply to all grievants and respondents.

12.3.3 Grievance Form. Forms for processing grievances shall be prepared by the District and UPM/AFT. The forms shall be printed by the District and given distribution by the parties (Form F 12.3.3).

12.4 **Representation**

12.4.1 UPM/AFT Representation. The grievant has the right to be represented at any step in this procedure by UPM/AFT; however, any grievant may at any time present the grievances and have such grievances adjusted, without the intervention of UPM/AFT, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until UPM/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) working days and provided that no grievance proceeds to binding arbitration without the written approval of UPM.

12.4.2 Meeting with Administrator(s). No grievant at any stage of the grievance procedure shall be required to meet with any administrators concerning any aspect of a filed grievance without UPM/AFT representation.

12.5 Automatic Step 2 Level Grievance

12.5.1 Action of Central District Authority. If a grievance arises from the action of a central District authority, UPM or any other grievant may initiate such a grievance at Step 2, Paragraph 12.12.2, of the grievance procedure.

12.5.2 Action of Authorized Committee. If a grievance arises from the actions taken by a committee authorized by this contract, UPM or any other grievant shall initiate such a grievance at Step 2 of the grievance procedure.

12.5.3 Student Academic Grievance. If a grievance arises from the Student Academic Grievance Procedure or Article 24 of UPM/MCCD CBA, UPM or any other grievant shall initiate such a grievance at Step 2 of the Grievance Procedure.

12.6 Appropriate Grievance Step by Mutual Agreement

By mutual agreement of the grievant and the District, a grievance may be moved to an appropriate higher level.

12.7 Time Limits/Access to Documents

12.7.1 Grievant: Time Limits. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits specified in this procedure may be extended in any specific instance only by mutual agreement of the parties in writing. Any step in the grievance procedure may be omitted with the mutual agreement of the parties to the grievance and the administrator at the level of such step.

12.7.2 UPM/Grievant: Access to Documents. The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.7.3 Management: Time Limits. Time limits shall be strictly construed--if a manager fails to meet his/her contractual time limits, below the level of Step Two in the grievance procedure, the grievance will move automatically to Step Two; if the Superintendent/President fails to meet his/her contractual time limits at Step Two, and the grievant pursues the grievance to arbitration, the District shall pay all of UPM's costs of arbitration.

12.8 Written Notice by Certified Mail

Written notice required by this grievance procedure must be made by certified mail, return receipt requested. This requirement shall apply to the grievant and or the Union, and to the District.

12.9 Non-Retaliation

No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or contract members of the bargaining unit.

12.10 Filing A Grievance

12.10.1 Informal Resolution. UPM/AFT and the District recommend that the parties to a potential grievance, if possible, resolve their differences informally before entering the formal steps of this procedure.

12.11 Step One: Formal Communication and Resolution of Grievance.

12.11.1 Grievant Time Frame/Procedure. Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the Union and the

grievant shall inform the immediate supervisor in writing in a clear and concise statement of the grievance, the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.11.2 Supervisor Time Frame/Procedure. Within ten (10) working days, the immediate supervisor shall communicate his/her decision, to the grievant and the Union.

12.12 Step Two: Appeal of Step One Decision

12.12.1 Grievant Time Frame/Procedure. Within thirty (30) days after the grievant has been notified of his/her immediate supervisor's decision on the grievance, the grievant or his/her representative, if he/she intends to appeal, shall present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.1 Automatic Step 2 Level Grievance. If a grievance is as described in Article 12.5 of the CBA, the grievant shall, within the thirty (30) working days as described in section 12.11.1, present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.2 Grievance Document. The grievance shall contain a written clear concise statement of the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.12.2 Management Time Frame/Procedure. The Superintendent/President, or his/her designee, shall communicate in writing their decision within twenty (20) working days from the date on which they received the grievance. A copy of the formal written grievance shall be sent the grievant's supervisor at the time of its reception by the Superintendent/President.

12.13 Step Three: Binding Arbitration

12.13.1 UPM Agreement to Arbitration/Request Procedure. In the event that the grievance has not been resolved to the satisfaction of the grievant in Step Two, the grievant may request arbitration if the grievant obtains UPM's written agreement. The grievant shall submit in writing to UPM a request for arbitration, said request must be sent to UPM no more than fifteen (15) days after the grievant has received notification of the Superintendent/President's decision. Submission of the required forms for binding arbitration shall be made to the Superintendent/President within thirty (30) working days after UPM has received notice by the District of the Superintendent/President's decision.

12.13.2 Selection of Arbitrator. The selection of an Arbitrator shall take place by selecting an odd number of potential Arbitrators from lists provided by the American Arbitration Association. The usual method of "striking" names from the list until one name remains will be used to select the arbitrator. A coin flip will be used to determine which party "strikes" first. The parties shall each bear the burden of one half of the Arbitrator's costs, and shall each bear their own separate legal and research costs.

12.13.3 Arbitrator: Jurisdiction & Authority. The District and UPM agree that the jurisdiction and authority of the Arbitrator will be confined exclusively to the interpretation of the express provisions(s) of the CBA between UPM and the District. The Arbitrator shall have no authority to add to, subtract from, alter, amend, delete or modify the provisions of the CBA between UPM and the District. However, the Arbitrator shall expressly have the authority to make monetary or other arbitration awards as he/she deems proper. The decision of the Arbitrator shall be communicated to both parties simultaneously and shall be final and binding.

12.13.4 Waiver: Statutory Remedies/Right to Any Legal Process. Processing a grievance beyond Step Two shall mean the grievant and/or UPM, and the District, expressly waive any right to statutory remedies and any right to the exercise of any legal process other than as provided for by this grievance/arbitration

procedure. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

12.14 Miscellaneous

12.14.1 Commencement of Time Limits. Time limits at each step shall begin the day following receipt of written notice/decision by the parties in interest. Such time limits can only be extended by mutual agreement by UPM/AFT and the District.

12.14.2 Grievant: Conformance to Original Decision of Supervisor. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

12.14.3 Confidentiality of Process/Grievance Materials. All documents, communications and records pertaining to a grievance shall be filed in a separate grievance file at the District office. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.

12.14.4 UPM/Grievant: Access to Non-Confidential Records & Documents. The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.14.5 Release Time. The grievant, his/her representative, and necessary witnesses shall be provided time off from duties, without loss of pay, for attendance at conferences and/or hearing held pursuant to this Article 12.

ARTICLE 13: BOARD/AGENT RELATIONS
(Entire Article Applicable to Children's Center Unit Members)

13.1 Distribution of CBA

Rights and benefits of unit members as set forth in this Agreement shall be made part of any individual contract of employment issued to any unit member. Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after it becomes effective and a copy distributed to each unit member now employed or hereafter employed, (with-thirty (30) additional copies for UPM/AFT printed at the shared expense of the District and UPM/AFT). If such printing is not done on District equipment, it shall be done by union printers.

13.2 This Agreement shall modify or replace any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms.

13.3 The District, its representatives, and UPM/AFT shall take no action in violation of or inconsistent with any provisions of this Agreement.

13.4 In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

13.5 Information Requests to District

UPM/AFT shall be furnished agenda materials and minutes of Board meetings. The District shall furnish UPM/AFT with legally non-confidential information re: financial matters, personnel, budgetary requirements, allocation of State and Federal funds, student enrollment, etc., which is necessary to assist UPM/AFT in representing members of the unit. UPM/AFT recognizes that such information will be provided to the extent that it does not interfere with the normal conduct of public business and that if there is any cost involved, it will be borne by UPM/AFT, pursuant to Government Code Section 6257.

13.6 District Provided List of Unit Members

Upon completion of this Agreement, District shall furnish UPM/AFT with a listing of names, addresses and telephone numbers of all unit members excepting those individuals who specify in writing that they wish to keep such information confidential. No more than four (4) times a year, the District, upon request and within thirty (30) consecutive working days, shall provide UPM/AFT with the list of the members of the bargaining unit.

13.7 Facilities Use

UPM/AFT shall have the right to use facilities of the District at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by Government Code Sections 3540 and following.

13.8 Communications

13.8.1 UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with unit members.

13.8.2 UPM/AFT shall also have the right to use telephone tie lines between campuses provided that such use shall not interfere with, nor interrupt, normal District operation.

13.8.3 In addition, UPM/AFT shall have the right to have 1500 copies per month for distribution to unit members, duplicated on District equipment. UPM/AFT will pay the cost of the paper.

13.9 Union Representatives: Access to Unit Members

Unit members duly authorized as representatives of UPM/AFT shall be permitted to transact official Union business throughout the District provided, however, that such activity will in no way interfere with classroom instruction or

assigned duties of unit members. The Union representative not an employee of the District shall advise the Superintendent/President of his/her presence on District property before conducting Union business.

13.10 Meet to Discuss Mutual Problems

The Superintendent/President or his/her designee shall meet with the UPM/AFT President or his/her designee to discuss mutual problems of the College/District within three (3) working days if possible, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss.

13.11 Unpaid Leave of Absence

The member(s) of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative of the bargaining agent without loss of seniority in the District. The District will provide the unit member with the option to continue his/her fringe benefits at his/her expense. This leave shall be in blocks of one (1) or two (2) semesters and shall be limited to one (1) unit member per year.

13.12 Reassigned Time/Overload

The District shall provide UPM with reassigned time or overload equal to 1.7 FTE per semester for official UPM work including but not limited to contract required committee work, grievance representation, faculty evaluation, Board liaison, negotiations, arbitration, and unit member representation at meetings and conferences related to official union business. UPM may purchase up to .8 FTE for additional reassigned time or overload units for the purposes set forth herein by reimbursing the District in advance (on a monthly basis) for the actual salary and benefit costs. The allocation or distribution of these units shall be the sole prerogative of the UPM and shall not be included in or subject to the limitations set forth in Article 8 of the CBA.

13.13 Office Space

The District shall provide UPM with approximately 200 square feet of office space for which UPM shall pay a fee of \$1,200.00 per year.

13.14 Meet and Confer

UPM Executive Council and District Representatives, not to exceed five from each party, shall meet within thirty (30) days of either party's request to review and discuss contract issues including but not limited to definition of contract terms and provisions, efficiency issues, contract implementation problems and future negotiation issues. This contract review process is not to replace either the grievance process or the negotiation process.

13.15 Paid Conference Leave

UPM official representatives (a maximum of three per semester) shall be granted no more than two (2) days paid Conference Leave (per person per academic year) to attend union related conferences. Requests for these leaves shall be filed with the PAC and shall meet all other contract requirements.

13.16 Business Cards

The district will provide business cards upon request to the Permanent/Probationary Full-time Unit Members and ETCUMS, after the unit member(s) complete the agreed upon form for the Reprographics Department. The business cards may only include information relevant to the unit member's assignment in the District. Business cards may not include information on employment activities outside the District.

ARTICLE 14: DISTRICT RIGHTS

(Entire Article Applicable to Children's Center Unit Members)

The right of the District to manage the operations of the District shall remain unchanged except as it may be restricted or limited by the terms of this Agreement.

ARTICLE 15: REDUCTION IN FORCE

15.1 Bumping Rights

15.1.1 Lay-Off Notification. If it becomes necessary to decrease the number of unit members represented by UPM, the District will issue lay-off notices to unit members by March 15th to be effective on June 30th of the same school year provided the District has first met its obligations as stated in 15.1.2 below.

15.1.2 Transfer. To utilize the services of permanent unit members efficiently, and to meet the requirements of EC 87743, the District will first transfer permanent unit members into any and all partial or complete alternative assignments occupied by temporary, contract, probationary, and or less senior permanent unit members, said transfers to redirect permanent unit members into alternative assignments in both the credit and or non-credit programs of the District.

15.1.2.1 The transfers required by 15.1.2 shall be made on the contractually agreed upon minimum qualifications and competency criteria.

15.1.3 Transfer Notification. Notice of involuntary transfers, to avoid the termination of permanent unit members, shall be sent by the District to permanent unit members on or before March first in the academic year immediately preceding the academic year in which the layoffs are to become effective.

15.2 Re-employment Rights

15.2.1 If the District has engaged in a reduction in force (as provided for in 15.1.1 above), the District shall within a period of 39 months re-employ permanent unit members who are on a partial or complete termination status into credit and or non-credit courses/programs or other contractual duties for which the unit member is minimally qualified and competent. This shall include but is not limited to, teaching courses which meet the contractual minimum class size, counseling, librarianship, substitute teaching, replacing unit members on any form of leave or reduced load, replacing unit members who have died, performing any function which is performed by unit members on reassigned time and teaching or performing any function in the non-credit program. In addition, laid-off or partially terminated permanent unit members shall be given first opportunity to develop and instruct new credit and/or non-credit courses which shall be scheduled and continually offered by the District if their enrollment(s) reaches the contractual minimum of twenty students initial enrollment per class. Implementation of this section of this contract shall comprise the District's contractual method of achieving compliance with EC 87744.

15.2.2 Unit members who have been laid off shall be reinstated in order of seniority for a period of thirty-nine (39) months. Seniority shall be defined as the length of paid service with the District as defined by statute. The offer of such position by the District shall be sent by certified mail by the District 45 days before the first day of reemployment of the unit member (or immediately upon the District learning of the vacancy if the discovery occurs within 45 days of the course/assignment beginning date) and shall be accepted or rejected by the unit member within ten (10) calendar days of the receipt of reemployment notice. The unit member must be prepared to begin reemployment on the first scheduled day of their new assignment. UPM will propose a method of assuring unit members on partial or complete termination of their right to create and teach credit and or non-credit courses so long as these courses meet the minimum contractual class size.

15.2.3 Conflicts between the rights of unit members asserting their rehire rights during the thirty-nine months for which these rights exist shall be settled on the basis of seniority. Unit members exercising their rehire rights shall retain the right of first refusal during their period of rehire rights. UPM shall receive copies of all notices sent unit members regarding their rehire opportunities.

15.3 Seniority Rights During Re-Employment

Seniority shall be defined as beginning with the first date of paid service with the District, as defined by statute. For purposes of this policy, any paid leave granted, i.e., sabbatical, professional, maternity, military, etc., shall not constitute an interruption of service, nor shall any reduced load assignment constitute an interruption of service.

15.4 Salary and Fringe Benefit Coverage of Re-Employed Unit Members

All partially or completely terminated unit members, upon their partial or complete reinstatement, shall be paid their pro rata salary equivalent of their column and step placement on the permanent credit salary schedule. In addition, unit members reduced in load but not terminated in their employment shall continue to receive all of their fringe benefits if they retain fifty percent or more of their former full-time workload or its equivalent. Unit members reduced to workloads of less than half of their former permanent position, but more than or equal to forty percent of their former workload, shall immediately receive Kaiser medical coverage for the employee and one dependent if they are reinstated for unit member work during their thirty-nine months of re-employment rights. Unit members reduced to workloads of less than forty percent of their former permanent position, but more than or equal to ten percent of their former workload, shall immediately receive fifty dollars a month towards Kaiser medical coverage if they are reinstated for unit member work during their thirty-nine months of re-employment rights. The District is not obligated to pay fringe benefits to unit members reduced to workloads of less than ten percent of their former workload.

15.5 Benefits: Laid-off Unit Members Not Re-Employed

Laid-off unit members, who have not been reinstated, may be continued in the District's medical and dental insurance programs at their own expense for the thirty-nine (39) months in which they have return rights as employees. Unit members utilizing this option must pay each twelve (12) months of continued benefits on or before July 1 of each academic year.

15.6 Right to Assignment: Unit Members on Re-Employment List

No new faculty appointments shall be made, nor shall managers be assigned to teach credit or ADA generating non-credit courses while there are unit members on the re-employment list who are qualified for the position and who are available for reinstatement unless said unit members formally refuse reinstatement and resign from the District.

15.6.1 The District shall not seek to nor engage in the "contracting out" of unit member work during the 39 month period of reemployment rights of any UPM unit members.

15.7 Layoff Notification

The District will provide the Union with a seniority list and will notify the Union in writing of the names of all unit members to be laid off, their last date of paid service, and their individual assignments during the last period of employment. This notice shall be given simultaneously with notification of the unit members.

15.8 Competency Criteria

Competency criteria under which seniority rights for bumping, transfers and assignments in the credit program may be exercised by those unit members holding California State Community College Teaching Credentials and/or meeting the minimum qualifications (as defined in 15.12 of the CBA) and meeting competency criteria (defined in this section)

**The individual possesses one or more and satisfies the following criteria:
of the following credentials:**

- 1. Credential specifying Major** (a) 9 teaching units in the discipline in a credit program at an accredited college or university within the last 7 years.

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject

Life Special Secondary
Life Standard Secondary
HSPS Instructor/Grandparent Waiver
HSPS Instructor/Waiver

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

b) 9 semester units of upper division or graduate work in the discipline at an accredited institution in the last 7 years.

OR

(c) credentialed and, completing in the last 7 years, 24 semester units in the discipline, at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited institution.

- 2. Credential specifying Minor** (a) 24 teaching units in the discipline in a credit program at an accredited college or university in last 7 years.

Life CC Instructor
Life Standard Junior College
[Fisher]
Life Standard Designated Subject
Life Standard Secondary
MCCD Minor Award

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

(b) credentialed and, completing in the last 7 years, 24 semester units in the discipline, including 12 semester units in upper division work, at an accredited institution, plus 9 teaching units in the discipline in a credit program at an accredited institution at any time.

- 3. Credential not specifying major or minor** (a) Master's Degree in the discipline from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

Life General Secondary
Life Junior College
[Pre-Fisher]

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

(b) 24 upper division and graduate level semester units in the discipline, including 12 semester units at the graduate level, from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

OR

(c) 24 semester units in the discipline, including 12 in upper division from an accredited institution, plus 2.(a) above.

4. Life CC Librarian..... (a) Paid professional college library experience at an accredited college or university library, equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

5. Life CC Counselor..... (a) Paid professional college counseling experience at an accredited college or university equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

6. Life Limited Service Credential, issued prior June Senior only to permanent District employees hired during or after June, 1986.

15.8.7 Disciplines: The existing disciplines list is the same as the FSA in 15.13 and shall be modified to reflect additions to or deletions from the College academic program.

EXISTING DISCIPLINES LIST

ACCT	BEHS	COUR	ENGG	H ED	MMST	S SC
ADPE	BIOL	DANC	ENGL	HIST	MNGT	SOC
A J	BOS	DENT	ESL	HUM	MUS	SPAN
ANTH	BUS**	DVSK	ETST	ITAL	N E	SPCH
ARCH	CCH	DRAM	FMTV	JAPN	P E	STAT
ART	CHEM	ECE	FIRE	JOUN	PHIL	STSK
ASTR	CIS	ECON	FREN	LIBR	PHYS	WELD
AUBF	COMM	EDUC	GEOG	MACH	POLS	
AUTO	COMP	ELEC	GEOL	MATH	PSY	
BSED	COUN	ELND	GERM	MEDA	REAL	
	CHCNTR					

** Included in Business discipline: Communication, General, Retail and Retail Management.

15.9 Competency For Bumping Into Adult Education

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ADA generating non-credit program, displacing a temporary unit member or a permanent unit member with a lower seniority status, if the senior unit member meets the criterion stated in 1 below, or if the senior unit member meets criterion stated in 2 plus either of the criteria stated in 3 or 4 below:

15.9.1 Possession of at least a credential minor, District granted teaching minor, partial fulfillment or limited service credential in the subject matter of the course to be taught (the relationship between credentials and course contents shall be subject to mandatory negotiations between UPM and the District, through the Professional Affairs Committee, with said negotiations occurring under the negotiation and arbitration provisions of Article VIII subsection 8.12.2, and with said negotiations occurring prior to February 15th preceding the March 15th on which termination notices are to be sent); or

(a) Possession of a minimum credential (District or State granted community college credential, general secondary credential, partial fulfillment credential, or a limited service credential); plus

(b) Documented paid or volunteer experience equivalent to 30 hours of employment in the last seven years, teaching, consulting, performing or counseling, in the area(s) in which the unit member will be instructing, advising and or counseling in the non-credit program; or

(c) Documented experience in teaching courses, which were offered in a District's ADA non-credit program over the last seven years, or in teaching similar or related courses in any college credit program over the last ten years.

15.10 Competency For Bumping Into ESL Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ESL program, displacing any temporary employee, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below, or if the senior permanent unit member meets the criteria stated in b. and c. below:

(a) Credential in ESL and or a certificate in ESL.

(b) A credential in a foreign language or a credential in special education with a minor in English, plus (c) below;

(c) The equivalent of two years of adequate recent experience teaching ESL, or teaching remedial English, or teaching English in basic education classes within the last seven years.

15.11 Competency For Bumping Into Disabled Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the disabled students program, displacing any temporary unit member, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below or if the senior permanent unit member meets the criteria stated in b. and c. below:

(a) Community College Counselor credential with a special education-handicapped designation for counseling assignments; a Community College Instructor's credential with a special education-handicapped designation for instructional assignments; or

(b) A Community College Counselor credential for counseling assignments; a Community College Instructor's credential for instructional assignments; plus

(c) The equivalent of two years of recent experience counseling or teaching disabled students in the last seven years.

15.12 Minimum Qualifications

To meet minimum qualifications provided for in 15.8, 15.13 and 15.14 unit members hired after July 1, 1990 shall possess one of the following:

(a) A master's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.

(b) A master's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13) and possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.

(c) For unit members assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:

(1) Possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13), plus two years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

(2) Possession of an associate degree from an accredited institution in a discipline within the same FSA (as defined in 15.13), plus six years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

15.13 Faculty Service Areas

(a) There shall be Faculty Service Area 1 for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

FACULTY SERVICE AREA 1

Accounting	Computer Information Systems	Film and Television	Multimedia Studies
Adaptive Physical Education	Computer Science	Fire Science	Music
Administration of Justice	Counseling	French	Nursing
Anthropology	Court Reporting	Geography	Philosophy
Architecture	Dance	Geology	Physical Education
Art	Dental Assisting	German	Physics
Astronomy	Developmental Skills	Health Education	Political Science
Auto Body and Fender	Drama	History	Psychology
Automotive Technology	Early Childhood Education	Humanities	Real Estate
Basic Education	Economics	Italian	Social Science
Behavioral Science	Education	Japanese	Sociology
Biology	Electronics Technology	Journalism	Spanish
Business**	Environmental Landscaping	Library	Speech
Business Office Systems	Engineering	Machine Metal Technology	Statistics
Chemistry	English	Management	Study Skills
Coaching	ESL	Mathematics	Welding
Communication	Ethnic Studies	Medical Assisting	

**** Included in Business FSA: Communication, General, Retail and Retail Management.**

(b) There shall be Faculty Service Area 2 for Children's Center unit members only for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

FACULTY SERVICE AREA 2

Children's Center

15.13.1 For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, and 87743.5, 87744 and 87745 the list of "Faculty Service Areas" (FSA) in the Marin Community College District shall be derived from the state minimum qualifications-for-hire discipline list as defined by the Board of Governors in compliance with Education Code Section 87356, 87357, 87358 and 87359 (as provided for in 15.12 of the CBA). A unit member will be considered "competent" in an FSA if the unit member satisfies the state minimum qualifications-for-hire, including the equivalence provision, for the discipline of the FSA (as defined in 15.8 of the CBA).

15.13.2. For permanent unit members who are employed as of June 30, 1990 and thereafter, the District shall provide each unit member with a list of faculty service areas in which he or she is qualified and competent by May 15, 1991. The District shall review each current unit member's personnel file in order to determine their qualifications and competency in the District faculty service areas.

The District shall be responsible for sending out the decisions to the individual unit members. The District shall provide each permanent unit member a list of those faculty service areas for which he or she possesses the qualifications and competence as determined by the unit member's records on file with the District within sixty (60) days of application or hire. Unit members may grieve via the provisions of Article 12 of the CBA in the event of a dispute.

15.13.3. A unit member may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the unit member to provide the District with all records necessary to substantiate the claim of qualification and competence.

15.13.4. Refusal to grant recognition in a faculty service area is grievable under Article 12 of the CBA.

15.13.5. The last day to apply for recognition of a faculty service area for use in any academic year is February 15th of that academic year.

15.14 Competency for Bumping into Children's Center

Competency for bumping into Children's Center as a result of a reduction in force shall be limited to unit members from the Children's Center FSA.

ARTICLE 16: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY

(Provisions of Article 16 do not apply to unit members assigned to the Children's Center.)

16.1 Filling of Permanent Positions

16.1.1 Discretionary Hires. All permanent positions shall be filled according to the following procedures, except that each year one (1) position shall be allocated at the discretion of the Superintendent/President. In addition to this exception the Superintendent/President may insert a discipline for discretionary selection, after the 5th hire, after the 8th hire, after the 11th hire, and after the 14th hire in any given year. The insertion of discretionary selections by the Superintendent/President does not alter the ranked order of the disciplines on the list.

16.1.2 Definition: Total Number of Hires. The total number of hires in any year will include single discipline hires (Article 16.7), Superintendent/President discretionary hires and hires from the ranked list.

16.1.3 Non-Instructional Upgrade. This article does not apply to reassignment of existing permanent staff nor to upgrading in non-instructional areas. Upgrading procedures for non-instructional areas will be negotiated by the Professional Affairs Committee.

16.1.4 A committee of two district and two UPM representatives shall study, review and recommend changes in Article 16 upgrading of temporary, permanent part time and non-instructional faculty. The committee shall meet within 30 days of the ratification of this agreement and shall present a report to the District and to UPM within 90 days.

16.2 Part-Time/Full-Time Ratio

The District shall comply with the state mandated part-time/full-time ratio as stipulated in Title 5 California Code of Regulations, Sections 51025, 53310 through 53312.

16.2.1 Identification of Instructional FTE. The total credit permanent and temporary instructional FTE by discipline will be based on the EMP-216A report generated on or about the first census of each semester, modified in the following manner.

(a) All units taught by temporary instructors replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load and reassigned time shall be excluded from the temporary unit total.

(b) Permanent units available due to known retirements shall be transformed into temporary units for purposes of this calculation.

(c) A percentage is then computed based on the total permanent credit instructional FTE and the adjusted temporary FTE.

(d) These exclusions apply to the calculations in 16.5 (a) and (b) as well.

16.2.2 Units Eliminated. PAC shall eliminate the following units from the percentage calculation above and 16.5 (a) and (b).

(a) Disciplines having specialty units requiring special skills unlikely to be possessed by persons of more general qualifications. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g. 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama acting courses.

(b) Disciplines having "event-related" teaching units, such as sport team coaches, guest music conductors or guest directors of drama productions.

16.2.3 Tie Vote. In case of a tie vote by the PAC, the issues of 16.2-16.2.2 will be decided by the Superintendent/President, in accordance with the contract definitions of the terms used in 16.2-16.2.2.

16.3 Time Line for Completing Upgrade

The PAC shall be supplied with data to rank each discipline's need for new permanent faculty. The PAC shall complete the ranking and allocate positions based on this ranking by December 15 of each academic year.

16.4 39 Teaching Unit Provision

Based on calculations defined in 16.2.1 and 16.2.2 above, during the current Fall semester, no upgrading shall occur in any discipline with less than thirty-nine teaching units taught by temporary unit members during the preceding academic year. If the percentage of the total temporary credit instructional FTE exceeds 25% and no discipline has 39 or more units taught by temporary unit members; or the percentage of the total temporary credit instructional FTE is below 25% and no discipline has 39 or more units taught by temporary instructors and the District wants to create permanent position(s); then the District shall combine disciplines where practical and where units exist to support a combined position.

16.5 Ranking of Disciplines

The PAC shall rank each discipline defined on the list of existing disciplines (15.8.7) from high to low in the following categories: ("high" = 1, "low" = x). For the purposes of this section the ESL discipline shall include all credit ESL courses offered in both the English/Humanities (ESL courses) and Communications Departments (ESL courses).

(a) The percentage of teaching units assigned to temporary faculty in the current Fall semester.

To do this calculation:

1. Exclude all "specialty" units. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g. 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama acting courses. In order to designate courses as "specialty," the department must, in conjunction with the appropriate Dean, review all classes to determine the "specialty" units.
 - a. However, if there are enough units in one "specialty" area to make a full-time position i.e. 30 units), then these units are no longer to be excluded.
2. Exclude all units of reassigned time (even those held by temporary instructors), as well as all types of leaves as outlined in 16.2.1
3. Include "Teaching" overloads in the calculation of the total units in the discipline; count overload units as temporary units in the percentage calculation.

(b) The average percentage of teaching units assigned to temporary faculty during the preceding 3 complete academic years.

1. To account for new hires from the upgrading from the previous year, 30 temporary units will be deducted from each discipline from each previous year for each full-time instructor hired in that discipline.

2. All units excluded and included in 16.5 (a) 1., 2. and 3. apply.

(c) The WSCH/FTE in the current Fall semester.

Data for calculation:

1. Only the 1st Census is used..

(d) The average WSCH/FTE for the last 3 complete academic years.

1. The data for calculation would be the same as 16.5 (c)

(e) Stability over the last 3 complete academic years and the current Fall semester. The categories and computation rules for stability are as follows:

1. Increasing WSCH/FTE
2. Stable
3. Declining WSCH/FTE

16.5.1 The rankings for the above three categories will be a 1 for "increasing WSCH/FTE"; for "Stable" the number that is 10% of the total number of disciplines being ranked or the number 3, whichever is greater. For "Declining" the discipline will be disqualified from consideration. To determine the stability the percent change (up or down or zero) between successive years is computed to one decimal place. That is, the percent change from year 4 to year 3, from year 3 to year 2 and from year 2 to year 1. These three percentages (positive and/or negative) are added to produce a total percent change over the four years. If the total percent change is greater than + 5% the discipline is "increasing". If the total percent change is less than - 5% the discipline is "declining". Anything else is "stable". For computations done in 1988-89 the percentage boundaries will be + or - 4%.

16.5.2 The ranking numbers will be added together and the lowest total score is first priority for upgrade. Once a position is allocated to a specific discipline, the ranking in 16.5 (a) and (b) above shall be recalculated, and a new ranking of disciplines produced, before allocating the next position. The recalculation will be as if the new permanent position existed during the years under consideration.

16.5.3 For 16.5 (c) and (d) above, if a discipline has its enrollment limited by state mandate or work stations, then the PAC shall compute an adjusted WSCH/FTE. This number shall be the actual enrollment as a percentage of the total possible enrollment in that discipline times the WSCH/FTE of the third ranked discipline in that category.

16.6 Breaking a Tie

In case of a tie, the discipline having the higher percentage of temporary faculty in the current Fall semester ranks higher. If there is still a tie, successive individual academic years are considered until the tie is broken.

16.7 Discipline Exceptions

(a) Discipline: No Permanent Faculty. If a discipline has or will have no permanent faculty, the PAC may allocate a permanent position to that discipline.

(b) Vocational Discipline. If after 30 days of open recruitment, which shall include advertisement in major Bay Area newspapers and the personnel offices of the Bay Area colleges and universities, no acceptable temporary employees can be identified for a vocational discipline, the PAC may allocate a permanent position to that discipline.

(c) Professional Requirements. If a discipline has professional requirements defined by an authorized agency(ies) (e.g. Bureau of Registered Nursing) beyond those required by Title 5 and/or Education Code for certifying instruction, student-teacher ratio or other specific requirements as defined by law or regulation, a full-time position

shall be allocated at the discretion of the Superintendent/President. The upgrade calculation provisions of Article 16 of the CBA shall not apply to this allocation. Articles 16.9, 16.11, 16.12 and 16.13 of the CBA shall still apply. This allocation shall not be counted in the total number of hires as defined in Article 16.1.2 of the CBA. The District shall provide to UPM laws and/or regulations that substantiate the position allocation.

16.7.1 Tie Vote on (a) or (b). In the case of a tie vote by the PAC on either of the two types of allocations in 16.7 (a) or (b), the presidents of UPM and the District shall make the decision.

16.8 Hiring Order of Positions

The PAC shall submit to the Vice President of Academic Affairs a list of the top five positions eligible for upgrading based on the formula contained in Article 16.5 from which the District may assign full-time positions to the appropriate discipline(s) in any order. Any position assigned in addition to the top five, except as provided for in 16.1.1, shall be assigned in ranked order determined by the PAC. The Vice President of Academic Affairs shall explain in writing to the PAC the rationale for the assignment of these full-time positions.

16.9 Right to Additional Upgrading

The right to additional upgrading shall not be denied to permanent part-time unit members, subject to competency and qualification constraints and availability of positions. Permanent part-time unit members shall be upgraded to full-time status before temporary units are upgraded to permanent status in that discipline. The right to teach additional temporary units shall not be denied to permanent part-time unit members, subject to schedule constraints.

16.10 WSCH/FTE Procedure

If WSCH/FTE ceases to be a practical measure as used in this procedure, UPM and the District will meet to negotiate an alternate procedure.

16.11 Temporary Credit Unit Member: Advancement to Interview

Temporary credit unit members in all disciplines and non-credit ESL unit members, with a minimum of five (5) years of employment (a total of ten (10) semesters or fifteen (15) quarters) within the MCCD, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and are minimally qualified.

16.12 Hiring of Sabbatical Leave Replacements

Sabbatical leave replacements shall be hired from among the temporary credit unit members when it is determined by the District that such replacements are necessary, and further, if such temporary credit unit members meet the minimum qualifications to teach the required courses (not to conflict with rehire rights).

16.13 Substitute Positions

Temporary credit unit members shall be offered substitute positions if they place their name on a list (maintained by Dean(s) designated by the District). Temporary credit unit members on these lists shall be offered substitute work if the need for the substitute teacher is known by the District 48 hours before the class/service involved begins (not to conflict with rehire rights).

16.14 Upgrading for the Library Discipline

(a) Formula - Initial Hire. For the initial hiring of a full-time librarian, if the complement of part-time librarians reached or exceeded 33% of the total library complement in either.

(b) Formula - Subsequent Hires. All subsequent upgrading of full-time librarians shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the library discipline exceeds the average of 33% in a period of two consecutive semesters, there shall be an upgrade to a permanent full-time position.

(c) Assignments Excluded from Formula. With the exception of the initial upgrading described in (a), all full-time librarian positions and library FTEF assigned to temporary faculty replacing permanent faculty on

sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester long sickness leave or jury duty, reduced load, or reassigned time shall be excluded from the calculations in (b).

16.15 Upgrading for the Counseling Discipline

Separate MOU - The District agrees to an initial hire of a full-time, permanent counselor in Spring semester, 1999.

(a) Upgrade Process. The upgrade process will be conducted by the Professional Affairs Committee (PAC) each Spring.

(b) Formula - Subsequent Hires. All subsequent upgrading of full-time, permanent counselors shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the counseling discipline exceeds the average of 40% in a period of two (2) consecutive semesters, (beginning Fall 1999 and thereafter) there shall be an upgrade to a permanent, full-time position.

(c) Full-Time Counselor Load. For purposes of all calculations, a full-time counselor load shall be regarded as 929.6 hours of assigned time per fiscal year, assigned to the functions identified in 8.6.1 of the UPM contract.

(d) Exclusions from Formula Due to Funding Source. The calculation of temporary and permanent counselors will include only those funded through unrestricted and matriculation funds. All other areas of counseling are excluded from the formula due to their unique mandated requirements.

(e) Assignments Excluded from Formula. All Counseling FTEF assigned to temporary faculty replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load or reassigned time, shall be excluded from the calculation.

(f) District's Discretion to Hire. If new federal or state mandated programs require an increase in permanent positions in Counseling, the District has the discretion to hire counselors outside the parameters of the formula.

ARTICLE 17: ACADEMIC FREEDOM
(Entire Article Applicable to Children's Center Unit Members)

Unit members shall have Academic Freedom in their personal scholarship and in the teaching-student environment. This freedom shall exist within the general framework of course descriptions (as approved by the Curriculum Committee), Constitutional limits, and the California Education Code requirements.

Curriculum course descriptions represent the District's official curriculum. Unit members are expected to teach the elements within the course descriptions, as well as the specific elements of the UDWC approved course outlines constituting pre/co requisites to a subsequent course or as part of that subsequent course. The pedagogical methodology remains a matter of academic freedom and therefore subject to the discretion of the unit member assigned to the course as the instructor of record.

ARTICLE 18: NON-DISCRIMINATION

(Entire Article Applicable to Children's Center Unit Members)

The District shall not discriminate against any unit member on the basis of, or perception of race, ethnic group identification, ancestry, color, religion, age, sex, national origin, sexual orientation, political beliefs, physical disability, mental disability, gender, marital status, medical condition (cancer, genetic characteristics, or pregnancy), status as a Vietnam-era veteran, or membership or participation in the activities of any employee organization insofar as such matters are within the scope of representation set forth in California Government Code Section 3543.2.

ARTICLE 19: SEVERABILITY

(Entire Article Applicable to Children's Center Unit Members)

In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions to this Agreement shall continue in effect. If such provision or article is deemed to be invalid, both parties shall meet within thirty (30) calendar days to negotiate a replacement provision to the affected article or provision. This reopener shall be limited to the subject matter of the invalidated article or provision.

ARTICLE 20: CONCERTED ACTIVITIES
(Entire Article Applicable to Children's Center Unit Members)

20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully perform job functions and responsibilities by UPM/AFT, 1610, or by its officers, agents, or unit members during the term of this Agreement.

20.2 UPM/AFT, 1610, recognizes its responsibility 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 or slowdown during the term of this contract by unit members who are represented by UPM/AFT, 1610, UPM/AFT, 1610 agrees in good faith to take all necessary steps to cause those unit members to cease such action.

20.3 Neither the District nor the Union shall take reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

ARTICLE 21: REPRESENTATION/SERVICE FEE
(Entire Article Applicable to Children's Center Unit Members)

21.1 Employee Rights

21.1.1 The District and UPM 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 and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

21.1.2 Accordingly, membership in UPM shall not be compulsory. A unit member has the right to choose, either: to become a member of UPM, or, to pay to UPM a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 21.3.5 below.

21.2 Unit Members' Obligation to Exclusive Representative

21.2.1 A unit member employed for a semester or a quarter or a full school year who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within thirty (30) days of either the date upon which this Agreement is executed or, the date upon which said unit member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to UPM a representation/service fee in exchange for representation services necessarily performed by UPM in conformance with its legally imposed duty of fair representation on behalf of said unit member. A unit member employed for less than a quarter (short term) who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within two (2) days of the date upon which said unit member has been employed by the District must as a condition of employment in the District pay annually to the UPM such representation/service fee.

21.3 Representation Fee

21.3.1 Definition. The representation/service fee to be collected from non-Union unit members shall be the amount authorized by Section 3540.1(i)(2) of the California Government Code.

21.3.2 Resolution of Fee Amount Dispute. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 21.3.6 herein.

21.3.3 Representation/Service Fee Schedule. The District and UPM agree that each unit member should pay his/her fair share for representation services. The District and UPM agree that the representation/service fee schedule set forth in Appendix F constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining unit members. Unit members on voluntary leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in Section 21.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

21.3.4 Annual Verification of Representation Fee By UPM. UPM shall submit a copy of the detailed financial report to the District which UPM must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that UPM must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of their representation/service fee from a unit member's payroll.

21.3.5 Unit Members Exempted From Obligation to Pay. Any unit member may be exempted from payment of any representation/service fees to UPM if that person is a member of a religious body whose

traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to UPM, pay an amount equivalent to such representation/service fee to:

- (a) College of Marin Foundation Scholarship Fund
- (b) United Negro College Foundation
- (c) March of Dimes

The District, upon written request from UPM, shall require such exempt unit member to submit a written affidavit to UPM verifying the existence and nature of the allowable objection to payment of a representation/service fee to one of the alternative funds or organizations listed above.

21.3.6 Procedure for Unit Members Who Contest the Amount of the

Representation/Service Fee. The parties agree that, in order to provide a uniform definition of the amount of the representation/service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board (hereinafter "PERB") for determination, provided that the parties have first complied with the other provisions of this Section. If, at any time, the PERB determines that some or all of the representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

21.4 Payment Method

21.4.1 Annual Payment. Any unit members who are not exempted from payment under Section 21.3.5 above may pay annually at the beginning of each school year before the end of the first pay period of District employment or reemployment the properly determined representation/service fee directly to the Union; or

21.4.2 Alternative Payment Method. As an alternative to the annual payment method, in accordance with Sections 2.1 and 2.2 of this Agreement, a unit member may voluntarily sign and deliver to the District before the end of the first pay period of District employment or reemployment a written authorization to deduct the properly established representation/service fee as defined in Section 21.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly representation/service fee.

21.4.3 Automatic Payroll Deduction of Fee. In the event that a unit member who is not exempted from payment under Section 21.3.5 does not pay annually the representation/service fee directly to the Union pursuant to Section 21.4.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Article 2, the Union shall require in writing that the District deduct from the pay of the unit member and pay to the Union the normal and regular monthly representation fee without the approval of the unit member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 87834 for the representation/service fees due from the date of ratification of this Agreement or first date of the unit member's employment whichever is later. There shall be no charge to the Union for such mandatory representation/service fee deductions.

21.4.4 Notification of Automatic Payroll Deduction. Prior to beginning such payroll deduction pursuant to Section 21.4.3, the UPM will certify to the District in writing that the employee whose pay is to be affected by the deduction has (1) not joined the UPM; (2) not voluntarily tendered the amount of the representation/service fee as defined herein; and (3) has not qualified for an exemption under Section 21.3.5 herein. The UPM shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above three (3) requirements the UPM has requested the District to begin automatic payroll deduction of the representation/service fee. The UPM shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.

21.4.5 Unit Member Terminated/Not on Payroll. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

21.4.6 Rehire/Recall of Unit Member. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for the purposes of deducting the representation/service fee.

21.5 District's Obligation

The District's sole and exclusive obligation under representation/service fee in this Article is to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such unit member must either become a Union member, pay a representation/service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section 21.3.5 of the Agreement, and to make payroll deductions pursuant to Section 21.4.2 or 21.4.3 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein.

21.6 Hold Harmless and Indemnify Provision

21.6.1 The Union as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to representation/service fee. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

21.6.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 21.6.1 above shall be compromised, resisted, defended, tried, or appealed.

21.6.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the disputed matter.

21.6.4 The District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 22: COMPLETION OF AGREEMENT
(Entire Article Applicable to Children's Center Unit Members)

This document comprises the entire Agreement between the District and UPM/AFT, 1610, on the matters within the lawful scope of negotiations. Subject to the decision of PERB, UPM and the District shall have no further obligation to meet and negotiate, during the term of this Agreement, except as otherwise provided for herein, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 23: TERM
(Entire Article Applicable to Children's Center Unit Members)

This Agreement shall become effective on the date of execution, except where otherwise provided, and shall continue in effect through June 30, 2007. For the third year of the contract, prior to July 1, 2006, the District or UPM may notify the other of the intent to re-open negotiations for evaluating recommendations from the Department Chair Study Committee (Article 1.3.2), and the Upgrading Committee (Article 16), and one other opener of the Agreement.

ARTICLE 24: PROFESSIONAL STANDARDS

Professional Standards Committee

The Professional Standards Committee (PSC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The PSC shall negotiate professional standards, forms and other items as defined/described by the terms of this agreement, and make a recommendation to UPM and the District for their approval.

In matters not otherwise covered by the CBA, the PSC may initiate discussions of allegations that a unit member has failed to perform their professional obligations in accordance with the language of the “AAUP Statement on Professional Ethics” cited below.

- (a) The purpose of the discussion shall be to determine the validity of the allegation/s and if possible resolve the allegation/s in a non-punitive manner.
- (b) Within five (5) working days the Committee shall notify the unit member/s of the allegation/s.
- (c) The UPM/AFT representatives on the PSC shall represent the unit member/s. The UPM/AFT representatives have an obligation to meet and discuss the allegation/s with the unit member/s.
- (d) The members of the PSC shall keep confidential all matters relating to the allegation/s and discussions thereof.

AAUP Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, those interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

24.0 Disciplinary Procedures

A unit member shall be subject to disciplinary actions as provided for within this Article and only in the manner provided for in this Article, except as authorized by California Education Code sections 87666 to 87683 and 87732 to 87737.

- (a) **Right to Grieve Disciplinary Action.** A unit member may make use of his/her contractual rights to grieve a disciplinary action. With the exception of 90-day Notice, suspension or dismissal, disciplinary action shall be subject to the provisions of the grievance procedure.
- (b) **Cause for Disciplinary Action.** No disciplinary action shall take place except for just and sufficient cause.
- (c) **90-Day Notice/Suspension/Dismissal Procedures.** 90-Day Notice, suspension or dismissal shall be in accordance with the Education Code provisions. Where the unit member elects to have an arbitrator hear the matter of suspension or dismissal pursuant to Education Code 87674, the District, unit member and unit member's representatives shall mutually agree on the arbitrator within five (5) workdays of the receipt of the demand. If agreement is not reached, selection of the arbitrator shall be made in accordance with the selection procedures of the American Arbitration Association.
- (d) **Legal Right to Litigation.** A unit member may make use of his/her legal rights to litigation over a disciplinary action if he/she has not entered into binding arbitration.
- (e) **Confidentiality.** A unit member shall have all information relating to his/her disciplinary action(s) and penalties maintained in absolute confidentiality.
- (f) **Notification of Provisions.** Following notification, violations of contract provisions are not excused due to unit member ignorance.

24.0.1 Initial Notification Period/Process. Any disciplinary actions or penalties authorized by Article 24 of the MCCD/UPM Collective Bargaining Agreement shall be initiated within thirty (30) working days of the date that the assigned MCCD management supervisor knew, or reasonably should have known, of a specific violation. Any disciplinary action taken in accordance with the provisions of Article 24 must begin with the notification of the unit member and UPM (by certified mail) of the proposed disciplinary actions and/or penalties. Failure to properly notify the unit member within the 30-day period specified herein shall result in a waiver of the authorization to penalize and/or discipline the unit member for the specific violation.

24.0.2 Warning Letter. (Form F 24.0.2). A warning letter shall take the form of a letter from the Office of the supervising Vice President/Dean (Student or Enrollment Services) to the unit member indicating the contract violation and the contractual requirement of a letter of censure and possible suspension.

24.0.3 Provisions Where Warning Letter Applicable. Add warning letter (as defined above in 24.0.2) to 24.1.1, 24.3.1, 24.4.1, 24.5.1, 24.6.1, 24.8.1, 24.9.1, 24.10.1, 24.12.1, and 24.13.1.

24.0.4 Disciplinary Procedures – Temporary, Part-Time Unit Members.

Beginning with the date of this agreement (9/29/99) and subject to the other provisions of Article 24, any temporary, part-time unit member who violates 24.1, 24.3, 24.4, 24.5, 24.6, 24.9, 24.11, 24.12 and 24.13 (within a three (3) year period, as provided for in 24.13.2) shall be subject to the following penalties.

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First Instance: Censure letter placed in employee's personnel file.

Second Instance: Loss of ETCUM, RETCUM or other temporary hire status and no future re-hire.

With reference to 24.2 and 24.10, the temporary, part-time unit member who in any instance violates these Articles is subject to loss of ETCUM, RETCUM or other temporary hire status and there is no future re-hire.

24.1 Smoking. Smoking by a unit member is prohibited in all District buildings, within ten feet of all buildings, and in District vehicles. Smoking is also prohibited in covered areas adjoining buildings, covered areas in the Physical Education complex, the pool areas and decks, and the covered areas and courtyard of the Science Center.

24.1.1 Penalties. Violations of Contractual Smoking Policy shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file

All subsequent instances: Suspension without pay for 1 day.

24.2 Discrimination/Harassment. A unit member is subject to disciplinary actions for violations of the following contractual and statutorily mandated professional norms: Discrimination and Harassment. For Discrimination and Harassment, a unit member may be subject to progressive discipline as defined in 24.2.6 (c).

24.2.1 Definitions. UPM and the District recognize the necessity of protecting academic freedom in the college environment; however, a finding of discrimination/harassment may obtain where the conduct of a UPM unit member is judged to have violated the following professional norms:

- (a) Submission to the conduct of the unit member is explicitly or implicitly made a term or a condition of an individual's employment, academic status or academic progress.
- (b) Submission to, or rejection of, the conduct of the unit member is used as the basis of employment or academic decisions affecting the individual.
- (c) Submission to, or rejection of, the conduct of the unit member is used as the basis for any decisions affecting the individual regarding the benefits, services, honors, programs, or activities available at or through the District.
- (d) The conduct of a unit member has the purpose of causing a negative impact upon the individual's work or academic performance, or the purpose of creating an intimidating, hostile, or offensive work or educational environment.
- (e) The conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing a negative impact upon an employee's work or a college student's academic performance, or, where the conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing an intimidating, hostile, or offensive environment for a fellow employee or for a college student.

Note: Provisions for arbitrators are delineated in Article 12 of this contract and are to be followed.

24.2.2 Actions Which Constitute Sexual Harassment. Actions which constitute sexual harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon sex, or unwelcome requests for sexual favors or unwelcome sexual advances.
- (b) **Physical harassment:** Impeding or blocking movement, or physically interfering with normal work or movement on the basis of sex.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon sex.

24.2.3 Parameters: Sexual Harassment Charges. A unit member may not be subjected to sexual harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.4 Actions Which Constitute Other Forms of Discrimination/Harassment. Actions which constitute other forms of discrimination/harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (b) **Physical harassment:** Assault, impeding or blocking movement, or physically interfering with normal work or movement primarily on the basis of race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.

24.2.5 Parameters: Other Forms of Discrimination/Harassment Charges. A unit member may not be subjected to non-sexual discrimination/harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.6 Penalties. Violations of discrimination/harassment contractual constraints shall be penalized as follows:

- (a) **Instances not involving academic freedom.**

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for four (4) days.

All subsequent instances: Suspension without pay for ten (10) days.

- (b) **Instances involving academic freedom.** (Academic freedom shall be here construed in a manner consistent with the various AAUP statements and decisions defining the meaning of academic freedom).

All instances involving academic freedom: Letters of complainants placed in unit member's personnel file if said letters meet the requirements of ARTICLE 7, Sections 7.8 through 7.8.8.

- (c) **Progressive Discipline.** This Agreement incorporates the doctrine of progressive or corrective discipline, which the District shall apply. Disciplinary actions are designed to be progressive and corrective, and relate fairly to the offense. The District shall consider any mitigating circumstances when deciding on the appropriate discipline. Ordinarily, a first offense results in no more than a letter of censure or warning

placed in an employee's personnel file. Ordinarily, a second offense results in no more than a suspension according to the suggested penalties set forth in Article 24.2.6 (a) above. Ordinarily, additional infractions are punished according to the schedule of penalties set forth in Article 24 for the most appropriate violation. The District may depart from this sequence of progressive or corrective disciplinary penalties when it establishes that the misconduct is so serious that different or more serious discipline is warranted, or because it establishes that the scheduled corrective measures could not reasonably be expected to have the effect of correcting the conduct of the employee. In the event of any departure from the progressive or corrective disciplinary sequence of penalties set forth in this Agreement, all other provisions of Article 24 and this Agreement still apply.

DEFINITION: VIOLATION OF CONTRACTUAL PROFESSIONAL NORMS.

24.3 UPM unit members are subject to disciplinary actions for violations of the following contractual and organizationally necessary procedural requirements:

A. **Failure to File Class Rosters.** Failure to file class rosters required for the collection of revenue by their due date. These rosters are to be submitted in the manner of final grades described in 24.3B.2;

B. **Failure to file final grades by their due date.**

1. "Failure to file final grades" shall mean:

(a) sent by regular U.S. Mail; or if received after 2:00 p.m. of the due date cited in the MCCD/UPM academic calendar; or if sent by U.S. Express Mail or commercial express service within the continental United States, no proof of express mailing showing a date at least 3 calendar days prior to the due date

(b) sent to the wrong address

(c) submitted with a missing scanner sheet

(d) scanner sheet unsigned

(e) scanner sheet is folded or mutilated by the instructor prior to being submitted in person or prior to deposit in the drop slot or prior to mailing

(f) entries not made with a #2 or softer pencil

(g) entries made within the "grade bubble" so as to be unreadable by machine (i.e., not completely penciling in the "grade bubble", penciling in above or below the "grade bubble", or penciling in too lightly)

(h) corrections made with "white-out"

(i) a grade entry is omitted

(j) a multiple grade entry is made

(k) an inappropriate grade is made (for example, a "W" at the end of a semester or an "IP" for an unauthorized class)

(l) an "I" or "IP" is awarded without the proper accompanying form

2. Final grades must be submitted in one of the following three manners:

(a) In person at the Office of Admissions and Records on either campus by the unit member or his/her designated non-student representative by 2:00 p.m. of the due date. The District will issue a receipt for all acceptable

documents received in this manner. Issuance of a receipt means the instructor of record will not be liable for discipline under Article 24.3B, but may still be subject to Article 24.3C.

(b) In the Human Resources door mail slot by 2:00 p.m. of the due date or the mail slot to the right of the door to the EOPS Office, Administrative Service Tutoring Center, Room #140 on the Indian Valley campus. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.

(c) By 2:00 p.m. of the due date, by U.S Express Mail, to an address specified by the District; or by commercial express or messenger service to the Director of Admissions and Records at an address specified by the District. Documents submitted in this manner must be in a District provided envelope, available only through the Office of Admissions and Records. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.

3. Positive attendance rosters must be submitted in the same manner as final grades (see 24.3B.2.).

(a) Instructors must provide actual number of hours of daily attendance, and totals thereof, by student for positive attendance rosters of lecture classes. For lab classes, at least totals by student must be provided, documented by auditable sign-in sheets (or computer log-on records). The sign-in sheets or computer records should be turned in to the Office of Admissions and Records with the other positive attendance information. If they are not, they must be maintained for four years.

(b) Credit positive attendance rosters are due with final grades if the course ended within the academic semester.

(c) Intersession and non-credit positive attendance rosters are due no later than five (5) working days after the last class meeting ("working days" here means days on which the Office of Admissions and Records is open for business).

C. **Failure to Respond to Written Request for Academic Information in Timely Manner.** Failure to respond within ten (10) working days from the date of receipt of a written request for academic information required for student records from the District registrar.

D. **Failure to Return District Equipment/Materials in Timely Manner.** Failure to return District equipment and materials within 5 calendar days of the date of a request for such a return. The request must be by mail, certified return receipt requested. The five days must be within the 175 assigned days for that individual, or within the contract period plus 30 days for temporary employees.

24.3.1 Penalties. Violations of each separate contractual requirement prescribed above shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.3.2 Request to PAC for Extension of Due Date. In the case of extreme emergency, such as, but not limited to, accident, illness or death in the immediate family, the unit member or his/her designee may request an extension of the due dates specified in 24.3. If a written request accompanied by supporting documentation

indicating inability to perform the required action by the due date is submitted to the Professional Affairs Committee (PAC), the PAC will decide on the request for an extension. The request can be made before or after the due date. In the event that a majority decision cannot be made by the committee, the decision will be made by the Vice President of Academic Affairs. Applicants who are denied an extension may appeal via the provisions of the Grievance Article of this contract.

24.3.3.1 Timeline for Imposition of Penalties. Failure to submit some or all of the required documents or materials, as specified in 24.3A. through D. will not result in sanctions under Article 24 until the beginning of the next academic semester (or quarter, for non-credit) after the one in which the violation occurred.

24.4 Use of District Equipment Off Campus. MCCD equipment may be used off the work site by permanent/probationary and temporary unit members only for official college business and only with the prior approval of their immediate supervisor or his/her designee.

24.4.1 Penalties. Violations of restrictions on the use of District equipment and supplies, shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.5 Violations of ARTICLE 5, Section 5.1

DEFINITION: Failure to File Required Absence Report Within Three (3) Working Days Upon Returning to Service in the District.

24.5.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

Fourth instance: Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 10 days.

24.6 Violations of ARTICLE 5, Sections 5.2.8 & 5.4.3

DEFINITION: Failure to Provide Contractually Required Notice for Absence and Personal Necessity Leave.

24.6.1 Penalties. Violation shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 1 day.

24.7 Violations of ARTICLE 5, Sections 5.6.1 through 5.6.1.3 and 5.6.9

DEFINITION: Failure to Perform Contractually Required Assignments on a Sabbatical Leave or to Complete an Alternative Assignment Acceptable to the Sabbatical Leave Committee and the Governing Board.

24.7.1 Penalties. Violations shall be penalized as follows:

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall promptly begin repayment of the unearned salary he/she received while on sabbatical (cf. ART. 24.7.2). In addition, a unit member found in violation of this contractual requirement shall not be eligible again for a sabbatical leave until repayment in full is received by the District. His/her eligibility for a sabbatical leave shall begin on the date the repayment is complete. The administrator on the Sabbatical Leave Committee shall report violations of this section of the contract to the Superintendent/President.

24.7.2 Procedure for Determining Repayment of Unearned Sabbatical Compensation.

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall submit for review by the Sabbatical Leave Committee a written report identifying the elements of the proposal successfully completed. The committee shall determine the prorated/percentage of unearned salary the unit member is required to repay to the District as provided in 24.7.1 (above). A reasonable repayment schedule, including but not limited to the use of sick leave days, shall be arranged by the parties or their representative.

24.8 Violations of ARTICLE 5, Section 5.6.10

DEFINITION: Failure to File Required Sabbatical Report Within One (1) Semester of His/Her Return to Service in the District.

24.8.1 Penalties. Ten (10) days after receipt of the warning letter indicating an apparent violation of Article V, the following penalties may apply:

Warning Letter (as defined in 24.0.2) shall be issued.

First Notice: Censure letter indicating subsequent penalties placed in employee's personnel file.

Second Notice: If sabbatical report has not been submitted within ten (10) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for one (1) day.

Third Notice: If sabbatical report has not been submitted within twenty (20) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for three (3) days.

Fourth Notice: If sabbatical report has not been submitted within thirty (30) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for ten (10) days.

24.9 Violations of ARTICLE 7, Evaluation Processes

DEFINITION: Failure to Complete the Required Evaluation Procedures in Accordance With the Dates Specified in Article 7.

24.9.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

24.10 Violations of ARTICLE 7, Section 7.6

DEFINITION: Failure to Perform Contractually Required Service as an Evaluator.

24.10.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

24.11 Violations of ARTICLE 8, Section 8.3.7

DEFINITION: Failure to Meet the Terms of the Individual Unit Member's Contract with the Workload Committee.

24.11.1 Penalties. Violations shall be penalized as follows:

Any instance: A unit member shall be suspended for 15 days without pay and shall immediately begin repayment of the salary received while on stipend, reassigned time or overload assignment, or he/she shall complete the contractual agreement within ninety (90) working days. In addition, a unit member found guilty of this contractual infraction shall not be eligible again for stipends, reassigned time or overload assignments until said contractual agreement has been met. The Administrator(s) on the Workload Committee shall report violations of this section of the contract to the Superintendent/President.

24.12 Violations of ARTICLE 8, Sections 8.2.1, 8.2.2, 8.4, 8.5.1, 8.5.1.1 & 8.5.2

DEFINITION: Failure to Meet Contractually Required Classes and/or Hold Contractually Required Office Hours.

24.12.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 2 days.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.13 Violations of ARTICLE 9, Sections 9.8 through 9.20

DEFINITION: Failure to Perform Contractually Required Flex-Time Assignments.

24.13.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 4 days

All subsequent instances: Suspension without pay for 10 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.13.2 Statute of Limitations. For all violations stated in Article 24 (except sections 24.2, 24.7, 24.10) the following stipulation shall apply: All violations shall be cumulative, except whenever three (3) calendar years follow the date of the last "instance"/violation; in that case, the next violation shall constitute the "first instance" as defined in any particular section.

24.14 Student Complaints

DEFINITIONS:

Student Complaint: A specific allegation by the complainant that a unit member has engaged in behavior towards a student or students that violates State law or Federal law regarding unsafe assignments, harassment or unlawful discrimination.

Complainant: Any student who is officially enrolled in the class of the unit member, or who is otherwise subject to the academic authority of a unit member and who files a student complaint.

Time Limit: Student complaints must be filed no later than one (1) year following the occurrence, or within one (1) year of the date on which the complainant knew or should have known of the facts underlying the complaint.

Unit Member:	Any Educational Instructor, Counselor, Librarian, School Nurse or other “Educational” unit member represented by the United Professors of Marin.
United Professors Of Marin:	The exclusive collective bargaining representative for the educational unit (herein referred to as UPM).
Authorized Representative:	The person or persons designated by the unit member to accompany/advice represent them in the Student Complaint Process, including UPM/AFT, the exclusive bargaining representative, and excluding any other non-exclusive labor representative as defined by the EERA.
Working Day:	Any day of the academic year (including intersessions) during which College offices are open for business.
MCCD-UPM Collective Bargaining Agreement/CBA:	The current labor agreement between the United Professors of Marin and the Marin Community College District.
Notices:	All written notices required by the student complaint process shall be mailed by <i>Certified/Return Receipt Requested</i> to the parties’ last known address. Time limits begin on the postal date stamped on the receipt.
Copies:	The District shall, upon request, provide unit member(s) and UPM/AFT, a copy of all investigative materials related to the Student Complaint Process, as provided for in <i>Faculty Rights</i> , numbers 5. & 6. below.

FACULTY RIGHTS

- 1. Right to Grieve.** Should the unit member or UPM determine that the terms and conditions of the agreement defined herein have been misinterpreted, misapplied or violated, during the processing or investigation of a student complaint, or that the resolution/remedy proposed by management violates one or more provisions of the MCCD-UPM Collective Bargaining Agreement, the unit member or UPM may, within thirty (30) working days of the receipt of the MCCD’s proposed resolution/remedy file a written grievance under Articles 12.2.1 and/or 12.5 of the CBA.
- 2. Right to Representation.** A unit member has the right to be accompanied, advised and represented by UPM throughout the Student Complaint Process.
- 3. Implementation of Resolution/Remedy.** Unless otherwise required by law, implementation of any proposed recommendations/remedy and/or actions shall be held in abeyance until notification of the disposition of the student’s complaint or, if applicable, the final disposition of the unit member’s grievance as provided herein and under Article 12 of the CBA. In the event that grievance is filed over disciplinary action to be taken against a unit member, all timelines relevant to that discipline shall be tolled until completion of the grievance process. In a circumstance where the District determines it is required by law to implement a remedy or recommendation prior to the completion of the process, the District shall provide to UPM and the unit member, a written explanation for the need for immediate or intermediate remedies. UPM reserves the right to file a written grievance under the provisions of Article 12 of the MCCD-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed resolution/remedy of a student complaint until UPM has received a copy of the complaint and proposed resolution/remedy and has been given an opportunity to file a response within thirty (30) working days.
- 4. Review of Materials Not Relevant to Specific Complaint.** Any materials (confidential or otherwise) not relevant to the specific complaint (i.e. materials in the unit member’s personnel/evaluation/medical/other student complaint files) may only be viewed by the complainant and his/her representative with the express permission of the unit member and UPM.

5. **Notification of Complaint/Time Lines.** Upon receipt of a valid student complaint, the District shall promptly notify the unit member and UPM that a complaint has been filed. In addition, the District shall notify UPM of the name of any unit member who is the subject of a student complaint.
- (a) Within five (5) working days of receipt of a student complaint, the District shall notify the unit member of the source and specific nature of the student complaint and the District's intention to investigate.
 - (b) Once notified by the District, the unit member may designate an authorized representative and notify the District, within five (5) days of receipt of District notification.
 - (c) Within five (5) working days of receipt of authorization, the District shall notify the authorized representative of the source and specific nature of the complaint and the District's intention to investigate.
 - (d) The District shall afford the unit member and/or his/her authorized representative a reasonable opportunity to respond (including the right to identify relevant information).
 - (e) Upon completion of the investigation, the District shall review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with the unit member and his/her authorized representative, if any.
 - (f) Absent the unit member's authorization and to the extent allowed by law, UPM shall be entitled to all relevant materials/documents secured by subpoena, judicial or arbitrator order, or mandated by the EERA.
6. **Notification of District's Intention to Take Disciplinary Action.** The unit member and UPM shall be notified of the District's intention to take disciplinary action in accordance with the provisions of Article 24 of the CBA and shall promptly receive copies of all materials/documents (including the investigative report or summary) utilized by management and the Governing Board as a basis for the proposed disciplinary action.
7. **Files and Records: Development/Retention/Confidentiality/Access.** No materials shall be developed or files and records kept that would violate the law, MCCCD policies and procedures, the Education Code or the MCCCD-UPM CBA. More specifically, no documentation pertaining to any student complaint process shall be included in any unit member's personnel file or student file at any time, except for those resulting from disciplinary action (i.e. as provided for in Article 24 of the MCCCD-UPM CBA). All documents, communications and records pertaining to a student complaint shall be confidential and shall be filed in a separate student complaint file in the Office of Human Resources and Labor Relations. The unit member and UPM shall be permitted to examine and/or obtain copies of materials contained in these files.
8. **Confidentiality.** All information derived from a student complaint is confidential. A student will be informed of the necessity for confidentiality within the student complaint process by the investigator of the complaint. Information shall not be made public nor discussed with anyone other than the participants and their authorized representatives. Any intentional violation of the confidentiality provisions of this agreement by the student complainant or their representative, shall, unless otherwise legally prohibited, result in the immediate termination of the complaint, with prejudice.
9. **Right to Self-Representation.** A unit member has the right to represent him/herself in the Student Complaint Process without intervention by UPM, provided the Student Complaint Process has not been misinterpreted, misapplied, or violated and provided the resolution/remedy proposed by management does not violate any provision of the MCCCD-UPM CBA. However, should UPM determine said violation(s) has occurred, UPM reserves the right to file a written grievance under the provisions of Article 12.5 of the MCCCD-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed

resolution/remedy of a student-complaint until UPM has received a copy of the complaint and the proposed resolution/remedy, and has been given an opportunity to file a response within thirty (30) working days. In a circumstance where the District determines it is required by law to implement a remedy or recommendation prior to the completion of the process, the District shall provide to UPM and the unit member, a written explanation for the need for immediate or intermediate remedies.

10. **Recommendations/Actions.** All recommendations, resolutions, remedies and actions taken by the District Governing Board or its Managers shall be consistent with State and Federal law, the M CCD Policies and Procedures, and the M CCD-UPM CBA. In the event of a conflict between the CBA and existing State or Federal law, refer to Article 19 – *Severability* of the current CBA. In the event of a conflict between the CBA and M CCD Policies and Procedures, the CBA shall govern, unless otherwise prohibited by law.
11. **Application of Actions.** All actions taken to remedy Harassment/Discrimination complaints shall be applied according to the definitions provided for in Article 24 of the CBA.
12. The District agrees that Board Policy 5.0021 shall not be used as a rationale, grounds or basis for investigating faculty actions or conduct, or taking any action affecting faculty employment, assignment or perquisites. The District agrees that Board Policy 5.0021 does not/shall not supersede, negate, or extend any provisions of the M CCD/UPM Collective Bargaining Agreements. Should the District need to investigate the actions or conduct of a faculty member or take any action affecting faculty employment, assignment or perquisites the District will follow procedures set forth in the Education Code or in relevant State and Federal Statutes or in the Collective Bargaining Agreement.

Professional Standards/Faculty Rights in Parent Complaint Process

Unit members assigned to the Children’ Center: The PSC shall meet to develop (subject to mutual agreement between UPM and the District) professional standards and faculty rights in reference to a Parent Complaint Process for the Children’s Center.

STATEMENT OF COMMITMENT

Student Complaint Form(s). Any form(s) designed for the use of the unit member and/or UPM regarding Student Complaints shall be the subject of negotiations between the District and UPM representatives to the Professional Standards Committee (PSC) and shall include:

Informing the unit member that he/she has the right to disclose the information to UPM for purposes of obtaining representation.

Informing the student who files a complaint against a unit member that a copy of the complaint documents will be provided to the unit member and that the unit member may share such information with his/her authorized representative.

The opportunity for the unit member and/or his/her authorized representative to respond to the complaint, including the right to identify relevant information and witnesses.

District notification to UPM of the name(s) of the unit member(s) against whom the complaint has been filed and of the District’s intention to investigate prior to initiating disciplinary action.

Informing the unit member that he/she has the right to review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with his/her authorized representative and a District representative.

ARTICLE 25: COPYRIGHT

(Entire Article Applicable to Children's Center Unit Members)

25.1 If a unit member produces copyrighted materials/product(s) as part of his/her required assignment during District reassigned time, or as part of his/her required assignment on a grant received by the District, or as part of his/her required assignment on a District sponsored research and development grant, then the District shall be entitled to repayment of its direct costs of production of said copyrighted materials in the manner stated in 25.2 below.

25.2 All economic benefits derived from a copyright owned by a unit member, but produced as specified in 25.1 above, shall be paid by the unit member to the District until all of the District's documented direct costs are repaid.

ARTICLE 26: REASONABLE ACCOMMODATION

26.0 Reasonable Accommodation

26.1 Procedure. A unit member with a disability who is seeking accommodation under the terms of the Americans with Disabilities Act must submit a *Request for Accommodation* Form F26.0 to Human Resources at least one (1) month prior to the beginning of the semester or as soon as the need for accommodation is known by the unit member. On this form, he/she shall:

- (a) specify the functional limitation(s) as a result of the disability and the desired accommodation to do the job because of these limitations;
- (b) give authorization to the District to send a copy of the *Request for Accommodation* to the UPM representative responsible for the receipt of such requests.

26.2 Medical Verification. If the disability is not obvious or there is doubt about the need for the accommodation, the unit member shall provide written and signed permission for the District to contact the “medical” provider for the limited purpose of determining the unit member’s functional limitation(s) and proposed accommodation(s) with specific concern to:

- (a) the unit member’s ability to perform the specific job with or without accommodation;
- (b) the unit member’s ability to perform the job without posing a “direct threat” to the health or safety of the unit members or others.

“Medical” provider shall include a doctor, psychologist, rehabilitation counselor, occupational or physical therapist, independent living specialist, or other professional with knowledge of the unit member’s functional limitation(s).

26.3 District Process – Review of Request and Information. Human Resources shall review the unit member’s request, the information from the “medical” provider, if applicable, and meet with the unit member to obtain any other proposed accommodation information in order to complete the *Accommodation Analysis*. The unit member is entitled to representation by UPM at the meeting. If there is more than one possible accommodation, the District may select which accommodation to implement from among those that would be reasonable under the circumstances. If appropriate, the District shall make a “reasonable accommodation offer” to the unit member. A copy of the offer shall be sent to the UPM representative responsible for the receipt of *Requests for Accommodation*. The unit member and/or UPM shall have ten (10) working days to accept or reject the offer.

26.4 Required Notice to UPM and UPM Request for Negotiations.

The District shall provide to UPM, as the law requires, information considered in the *Accommodation Analysis*. Any medical information will be released if there are negotiable issues and with the acknowledgement by the unit member.

The District recognizes its obligation to negotiate with UPM on any negotiable issue affected by the “reasonable accommodation offer.”

Upon receipt of the “reasonable accommodation offer,” or upon receipt of the District’s notice that there appear(s) to be a negotiable issue(s), UPM may request that the parties enter into negotiations on the impact of the “reasonable accommodation offer”.

26.5 Unit Member’s Appeal of Denial of Request.

- (a) If the District determines that an accommodation is not necessary, or that accommodating the disability would create an undue burden on the District, the District may deny the *Request for Accommodation*. If the unit member wishes to contest a denial of his/her *Request for Accommodation* or rejects the “reasonable accommodation offer” made by the District, he/she may file a written appeal of the denial or of the rejected offer with the Superintendent/President within ten (10) working days after receipt of the

denial or the rejection of the offer. Within fifteen (15) working days, the Superintendent/ President shall notify the unit member of his/her proposed resolution.

- (b) If the unit member is not satisfied with the Superintendent/ President's proposed resolution, he/she may file a written appeal with the Board of Trustees within ten (10) working days of receipt of the proposed resolution. The Board or its designated subcommittee, shall review the appeal and all pertinent documentation and issue a final District decision within forty-five (45) calendar days after receiving the appeal. The decision of the Board or its designated subcommittee shall be final. A copy of the final District decision shall be forwarded to the unit member and UPM.

26.6 Confidentiality of Information. The existence and nature of a claimed disability and any medical information related to a claimed disability are confidential information. Any party that receives such information will safeguard such information to the maximum extent permissible that will still allow each party to perform its obligations under this Agreement and the law. Each party assumes full responsibility for its own improper disclosure of confidential information obtained through this process.

**COMPOSITION OF NEGOTIATING TEAMS
FOR THE UPM**

Paul Christensen

Hank Fernley

Theodora Fung

Deborah Graham

Arthur Lutz

Michael Ransom

John Sutherland

FOR THE DISTRICT

Linda Beam

Albert Harrison

Paul Loughlin

Armond Phillips