

Marin
Community
College
District

CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1610

Articles

1-22

JULY 1, 1981 - JUNE 30, 1984

~~AFT XV~~
~~458-1524~~

AFT

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	AGREEMENT	1
I	RECOGNITION	1
II	DUES	2
III	WAGES	2
IV	HEALTH AND WELFARE BENEFITS/ EARLY RETIREMENT	3-7
V	LEAVES	8-18
VI	TRANSFERS AND ASSIGNMENTS / OVERLOADS	19-21
VII	EVALUATION / PERSONNEL FILES	22-26
VIII	WORKLOAD / REDUCED LOAD	27-29
IX	CALENDAR	29
X	CLASS SIZE	30
XI	SAFETY	31
XII	GRIEVANCE	32-35
XIII	BOARD/AGENT RELATIONS	36-37
XIV	DISTRICT RIGHTS	38
XV	REDUCTION IN FORCE	38
XVI	UPGRADING	39
XVII	ACADEMIC FREEDOM	39
XVIII	NON-DISCRIMINATION	39
XIX	SEVERABILITY	40
XX	CONCERTED ACTIVITIES	40
XXI	COMPLETION OF AGREEMENT	40
XXII	TERM	41

AGREEMENT

This Agreement entered into this 29th day of SEPTEMBER, 1982, by and between United Professors of Marin, AFT Local 1610, hereinafter referred to as "UPM/AFT," and the Marin Community College District, hereinafter referred to as "District."

ARTICLE I

RECOGNITION

- 1.1 For the purposes of this Agreement, the Unit shall include all full-time certificated employees, all part-time credit certificated employees ~~who have taught the equivalent of three (3) or more of the last six (6) semesters, inclusive~~, all part-time non-credit certificated employees ~~who have taught the equivalent of four (4) or more of the last nine (9) quarters, inclusive. As used in this formula, any part-time credit instructor currently teaching in a third semester would be eligible, as would any part-time non-credit instructor currently teaching in a fourth quarter.~~
- 1.2 The Unit excludes all other employees, including all management, supervisory and confidential employees.
- 1.3 The Unit definition of 1.1 shall include the following positions: Instructor, Librarian, Counselor, ~~Director of Nursing and Allied Health Programs~~, College Health Center Nurse, Coordinator of Extended Opportunity Programs and Services, Director of Dental Assisting Program, Assistant Director of Associate Degree Nursing, and Media Coordinator. UNIT MOD.
SEE 8/83 AGREEMENT
Dir of Nursing
& Dir of
Allied Health out
- 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 any contested positions, or by mutual agreement of the parties.

5/12/83

~~ADD :~~ The addition to the unit of all certificated employees employed in ADA generating instruction and all certificated employees employed in fee based instruction whose period of employment is three or more days in a contract year (a contract year runs from July 1 to June 30th).

ARTICLE II

DUES

- 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 employees who are 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 employees 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 III

WAGES

- 3.1 For 1981-82, all unit members employed as of the date of the execution of this agreement, plus all permanent unit members who have retired during 1981-82 and 1982-83 academic years, shall receive a retroactive salary schedule increase of five percent (5%) retroactive to July 1, 1981. No additional salary schedule increase for 1982-83 shall be granted. For 1983-84 there shall be an additional salary schedule increase of five percent (5%). Any increase negotiated in the reopener shall be in addition to the five percent (5%) effective July 1, 1983. All step and column increases shall also be paid per the adjusted 1980-81 certificated salary schedule and shall be paid for the term of the contract.

DELETED. SEE 8/83 AGREEMENT

ARTICLE IV

HEALTH AND WELFARE BENEFITS

- 4.1 For the 1982-83 and 1983-84 Fiscal Years, the District shall pay the following dollar cost of medical benefits for the employee and the employee plus one dependent retroactive to July 1, 1982, subject to the following limits:

Blue Cross \$169.82 employee and one dependent
 84.53 per full-time employee

Kaiser ~~109.88~~ \$ 95.38 employee and one dependent
 ~~54.94~~ 47.69 per full-time employee
 ~~169.10~~

- 4.2 Part-time credit employees only who teach twelve (12) units or more in an academic year and who teach at least six (6) units in the Fall semester shall be eligible for the following Kaiser contribution:

Kaiser \$ 95.38 for employee plus one dependent, and
 47.69 for employee only

- 4.3 Based upon the below-stated costs, the District shall change insurance carriers upon final contract ratification for the following dental and long-term disability insurance programs for full-time unit members. [SEE SIDEBAR]

- (a) Crown Life Long-Term Disability Coverage at \$.40 per \$100.00 of payroll (vs District existing cost of \$.98 per \$100.00 of payroll). Rate being predicated upon an employee under the age of seventy (70) with a long term disability benefit of sixty-six and two thirds percent (66 2/3%) of salary to a maximum payment of \$2,000 per month effective July 1, 1982. Such benefit shall be payable after 140 consecutive calendar days or the end of all accumulated sick leave, whichever occurs last. Substitute difference pay (E. C. 44977, 44978, 44983, 44984) shall be utilized when necessary to accommodate the 140 consecutive calendar day requirement. This plan shall be integrated with STRS' disability plan on a 4-step basis.

- (b) Travelers Family Dental Coverage at \$35.89 per month per eligible unit member (vs District existing cost of \$39.98 per month per eligible unit member).

- [SEE SIDEBAR] 4.4 Based upon the above savings in Paragraph 4.3, full-time unit member may select an option to change medical coverage to receive Kaiser Family Medical Coverage. A unit member selecting this option shall pay the difference between the District's existing dollar costs for Blue Cross Coverage for the employee and one dependent, minus the Disability and Dental Coverage savings per F.T.E. (current unit members and retired unit members as of July 1, 1981). In any event, the total dollar cost to the District of the pre-existing fringe benefit package shall not be increased as a result of the carrier changes (Paragraph 4.3), or election, by the unit member, to change to the Kaiser Family Medical Coverage.

- [SEE SIDEBAR] 4.5 All full-time unit members shall receive a \$50,000.00 life insurance policy with Crown Life Insurance Company, the District to contribute \$6.00 per month per eligible unit member and each eligible unit member to contribute \$4.00 per month. Implementation of this change in insurance coverage shall occur upon ratification of this contract and shall continue for the term of the contract.

- 4.6 Except as otherwise noted in this Article, insurance coverages shall be from July 1st to June 30th.

- 4.7 An Insurance Committee shall be formed consisting of two members selected by UPM/AFT, two members selected by the classified staff and two 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 shall make recommendations to the exclusive representatives and to the District regarding improvements and/or economies in fringe benefit coverage.
- 4.8 Within thirty (30) days of employment, each new employee shall receive complete information regarding all District insurance coverage. He/she shall enroll at the first open enrollment period or file an intention not to enroll within thirty (30) days of receipt of this information. All faculty members, once enrolled, shall maintain their enrollment unless they, by their action, filed in writing, choose to terminate temporarily, or change enrollment.
- 4.9 All insurance coverages and changes in such coverages 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.
- 4.10 A member of the unit 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.
- 4.11 For Certificated Employees Retired on Disability: A regular certificated employee 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 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 death, whichever is earlier, and with approval of the insurance carrier.

For Certificated Non-Disability Retirement: Upon retirement, a regular certificated employee with at least ten (10) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy 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 death, whichever is earlier, and with the approval of the insurance carrier.

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.

4.12 Phased-In Early Retirement

- A. Non-administrative, certificated employees shall have the right to reduce their workload and maintain retirement benefits, provided:

4.12 (Continued)

- (1) The employee has reached the age of fifty-five (55) prior to reduction in workload and is not older than sixty-five (65).
 - (2) The employee has been employed full-time in a position requiring certification for at least ten (10) years of which the immediate preceding five (5) years were full-time employment.
- B. The employee shall be paid a salary which is the pro rata share he or she would be earning had he or she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The employee shall receive all benefits in the same manner as a full-time employee.
- C. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in the full-time position; i.e., one-half of the full-time assignment. Both the employee and the District shall contribute to the teacher's retirement fund the amount that would have been contributed had the member been employed on a full-time basis. The reduced load may be apportioned over the school year.
- D. The employee shall receive the retirement credit he or she would have received if employed on a full-time basis and have his or her retirement allowance and other retirement benefits based on the salary he or she would have received if employed on a full-time basis.
- E. No more than five (5) 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.
- F. A person 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.
- G. Assignment of personnel to part-time duties under this early retirement plan is the responsibility of the ^{Supt./Prin.} Chancellor. The transfer and assignment provisions of the collective bargaining agreement shall be applicable. The employee can return to full-time employment only with the mutual consent of the employee and the District.
- 4.13 Part-time employees may enroll for health benefits, upon approval of the carrier, by paying the necessary premiums to the District.

4.14 Early Retirement Incentive Program

This is an incentive plan whereby the employee retires before age sixty-five (65), but after age fifty-five (55); is eligible for STRS benefits and is contracted to perform professional services as an Emeritus professor for a maximum of five (5) years.

1. Age Requirement: The employee must have reached age fifty-five (55) years before participation.
2. Initiation of Request: Unit members may initiate an early retirement request, which would include a letter of resignation to be effective the following school year.
 - (a) The initial retirement assignment must be mutually agreed to by the unit member and the District before retirement/resignation.
 - (b) All subsequent assignments must be mutually agreed to by the unit member and the District ninety (90) days before the first day the assignment goes into effect.
 - (c) If a break in service exists in subsequent years, the District is not obligated to offer further consultant assignments.
 - (d) Consultant Emeritus assignments shall be limited to one of the two semesters of the academic year, except by mutual agreement.
3. Other Requirements: The employee must have been employed full-time in the Marin Community College District for at least ten (10) years in a position requiring certification.
4. Workload: If part-time employment is offered by the District, the Emeritus professor shall receive the maximum compensation allowed by the appropriate retirement system (i.e. STRS, PERS).
 - (a) This section shall apply only to employees retiring during the term of this contract.
 - (b) Employment shall be guaranteed for the first three (3) years following retirement, and for the next two (2) years employment shall be subject to the availability of assignments and funding as determined by the District.
5. Fringe Benefits: Employees who retire with ten (10) or more years of full-time service to the District, and, those acting as a consultant Emeritus professor under this plan, may continue employee and dependent member coverage in the medical and dental plans, subject to the rules and regulations of the contracts with the health plan organizations. This coverage will continue in effect to age seventy (70). The employee shall be required to file for any other State or Federal government-sponsored health program for which he/she may be eligible as an offset to the District obligation for the health benefit. A "retired" employee shall be defined as one who has retired

4.14 Early Retirement Incentive Program

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1. Age Requirement: The employee must have reached age fifty-five (55) years before participation.
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[SEE SIDEBAR] 4.

\$ 5650 FOR '82-'83
& '83-'84 SCHOOL YEAR

10 WEEK DAYS PERS

See Classification
Attached

4.14 5. (Continued)

for service or disability and who is eligible or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

6. Notification Dates: Any employee who is interested in participating in the plan shall notify the District no later than February 1 of each academic year. The Board may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so.
7. Contract: Mutual consent to the conditions noted above must be reached by March 15 of the academic year preceding the contract year.
8. Incentive Salary for Early Retirement: Pre-retirement compensation shall be defined as follows: For 1982-83, retirement at age:

55 - \$4,000	60 - \$1,750
56 - \$3,500	61 - \$1,500
57 - \$3,000	62 - \$1,250
58 - \$2,500	63 - \$1,000
59 - \$2,000	64 - \$ 750

Teachers employed less than full-time will receive a pro rata share of the pre-retirement compensation; this shall be calculated on the same ratio as the part-time teacher's salary relates to an equivalent full-time position during the year of retirement.

The incentive compensation will be paid for an overload assignment for professional services to the District in the last year of regular employment.

ARTICLE V

LEAVES

5.0 Reporting Absences

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, the appropriate reporting forms to be made available to the faculty member by the Area Dean or designee.

5.1 Sick Leave

- Also 12/1/80
for 12/1/80
12/1/80 12/1/80
5 days or more*
- A. Regular or contract faculty 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 for work assigned during intersession accumulated indefinitely commencing on the first day of employment.
 - B. Part-time credit faculty 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 day of employment.
 - C. Part-time non-credit instructors 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 day of employment.
 - D. Any faculty member, who becomes employed in the District within one 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. Accumulated sick leave up to eight (8) days may be used by a faculty member for personal necessity as set forth in paragraph 5.2.
 - E. The District Personnel Office shall notify all full-time and part-time credit faculty members at the beginning of each academic year of their accumulated number of sick leave days available. Non-credit part-time faculty shall be notified yearly of the basis upon which they accumulate sick leave and upon their request to the District Personnel Office, their total accumulated sick leave.
 - F. After all earned leave as set forth in paragraph A, B, and C 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 employee's salary shall be the amount actually paid a temporary employee, employed to fill the position during the leave, or if no temporary is employed, the amount which would have been paid to a temporary employee to fill the position.

Sick Leave (continued)

- G. A faculty member shall receive full pay for those days of absence covered by accumulated sick leave.
- H. A faculty 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 employee's first assignment, whichever is earlier.
- I. All faculty 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.
- J. If a faculty member fails to give notice within the time limit specified of his or 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 faculty member's salary for that month.
- K. In the event a faculty member is unable to contact his/her immediate supervisor, as required in paragraphs H and I, he/she shall contact the District Personnel Office, which shall maintain a telephone service beyond the regular workday.
- L. A faculty member absent three (3) hours or less shall be deducted one-half (1/2) day of sick leave and absences greater than three (3) hours shall be deducted one (1) day of sick leave.

5.2 Substitution, Faculty

[PERSONAL NECESSITY ADDED-SEE SICKLEAVE]

No faculty member absent due to illness 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 are properly certificated, at no cost to the District.

5.3 Personal Necessity Leave

- A. An employee may use, at his/her election during any school year, not more than eight (8) days accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on an individual, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard, and which requires the employee'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, and attending funerals of close friends, colleagues and relatives.

5.3 Personal Necessity Leave (continued)

- B. Advance permission shall not be required for leave taken for either of the following two reasons:
- (1) Death or serious illness of a member of the immediate family or household.
 - (2) Accident involving his/her person or property, or the person or property of a member of his/her immediate family or household.
- C. The employee shall submit a written request to the appropriate ~~College President/District Officer~~ ^{MANAGEMENT OFFICIAL} to secure advance permission for personal necessity leave other than for types 1 and 2 above; provided, however, that in an emergency situation where a request in advance is not possible, leave shall be approved subsequent to the leave.
- D. Approved absence for personal necessity beyond an eight (8) 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 employee may apply for an unpaid extended personal necessity leave.

5.4 Conference Leave

[SEE SIDEBAR] 10

The District may approve paid and unpaid leave for the purpose of attending conferences which will improve the employee's performance. A usual expense for attendance shall be reimbursed by the District as indicated on the District "Conference and/or Travel Authorization" form.

5.5 Sabbatical Leave

- A. Purpose. Sabbatical leave of absence shall be granted to qualified members of the regular staff for professional improvement to be attained by study or research. A sabbatical leave will fulfill one or a combination of the following purposes:
- (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 employee within the district. If the study undertaken is for prospective service to the district, then the leave shall be called a sabbatical/retraining leave.
 - (2) Independent Study. An Independent Study leave is one during which time the employee pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the employee.

Sabbatical Leave (continued)

- (3) 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.
- B. 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. Upon return to regular duty, a report of the results of the sabbatical leave shall be submitted to the Sabbatical Leave Committee for retention in its files. At the employee's request, the report shall be included in the employee's personnel file. This report shall serve as a record of professional growth on the part of the individual and certified staff as a whole.
- C. Eligibility. Six (6) years of full-time service as a member of the faculty or six (6) years of full time service since their 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. 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 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. Service after employment by the District 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.
- D. Extent. Sabbatical leaves shall not normally be granted for less than one (1) semester except for certificated personnel who do not have teaching assignments. It is understood that the second half of the sabbatical leave is waived if the applicant requests only one (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 three (3) years of the beginning date of the first leave. 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.

Sabbatical Leave (continued)

- E. Distribution. The minimum number of sabbatical leaves awarded in any one (1) fiscal year shall be five (5) percent of the total complement of filled certified positions (excluding administrative positions), the number of sabbatical positions awarded to be rounded to the nearest whole number. (Definition of a "filled" position: Non-administrative certificated full time equivalent (1.0 FTE) held by a permanent or probationary employee, either in service or on leave, but not including one-year contract or part-time employees serving in place of permanent or probationary employees on leave from the District.)
- F. Compensation
- (1) Employees granted sabbatical leaves for a period of one (1) semester or less shall be paid eighty percent (80%) of their salary plus all fringe benefits including retirement contributions they would have received had they remained in active service. Employees awarded sabbatical leaves of absence for one (1) year shall be paid sixty five percent (65%) of the salary plus all fringe benefits including retirement contributions they would have received had they remained in active service. In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded.
 - (2) A certificated employee 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 or she remained in active service. Employees on sabbatical leave may be paid at the same intervals as they would for their normal pay period.
- G. Criteria. In the event that more applications for sabbatical leave are submitted than the quota will permit, then the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence:
- (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 what the applicant may contribute following his/her return through classroom teaching, leadership, curriculum development or teaching methods.
 - (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.
 - (3) Seniority of service since last sabbatical.
 - (4) Reasonable distribution in every discipline to the extent required by educational considerations.

5.5 Sabbatical Leave (continued)

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

- TO WORK ON FORM
- (1) A sabbatical leave committee shall be formed consisting of four (4) certificated employees selected by the exclusive bargaining agent, and one (1) management team employee selected by the ^{SUPT/PRIN} Chancellor. 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.
 - (2) Applications for sabbaticals shall be submitted by October 15 in the year preceding the fiscal year in which the sabbatical is applied for. Sabbatical requests are to be acted upon by the Sabbatical Leave Committee by December 15 in each year, and each application must be approved or disapproved by the Board of Trustees 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.
 - (3) The ^{VICE PRES, ACADEMIC AFFAIRS} ~~College Presidents~~ shall review the sabbatical recommendations and forward the same to the ^{SUPT/PRIN} Chancellor and Board of Trustees with such recommendations for changes as he/she believes are necessary to reconcile the recommendations with the educational and financial requirements of the District.
 - (4) The final approval for each individual sabbatical, with said approval based upon the criteria listed in this article, shall rest with the Trustees. Each recipient of a sabbatical must post a bond, and California Education Code Section 87770, and any amendments thereto, shall govern.

- REVIEWED BY [illegible]
- I. Accident or Illness. Interruptions of the program of study or research caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory to the Leave Committee, shall not prejudice an employee regarding the fulfillment of the conditions concerning study or research on which such leave was granted nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave; provided, however, that the Leave Committee has been promptly notified of such accident or illness. This notice shall be by registered letter mailed within fifteen (15) days of such illness or accident, or as soon as physically possible.

Sabbatical Leave (continued)

- Put in 1990*
- J. Return to Service. At the expiration of the sabbatical leave, the employee shall be reinstated, unless he/she otherwise agrees in writing prior to the beginning of his/her leave, in a position equivalent in classification (instructor, counselor, librarian, etc.,) to that held by him/her at the time of the granting of the leave. The employee 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. Each employee returning from leave shall file a report with the Sabbatical Leave Committee. 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. These reports shall be retained in the District files as a record of faculty growth and professional activities. When formal college credit has been earned during a sabbatical leave, an official transcript shall be supplied by the employee to the District.

5.6 Legislative Leave

- Put in 1990*
- A. Every regular employee 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.
- B. Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of election, at the salary to which entitled had the employee not been absent from the service of the District to serve in the Legislature.
- C. An employee employed to take the place of the employee elected to the Legislature shall not have any right to such position following the return of the employee on Legislative leave to the District.
- D. Subject to approval of the carriers, an employee elected to the Legislature may continue his/her health and welfare benefits at his/her own expense.

5.7 Unpaid Leaves

- A. An unpaid leave is one which is granted to a faculty member for purposes such as (but not limited to) health, child-rearing, study, educational travel, research, organizational service, or private-sector or other public employment when the experience gained through such activities will render his/her professional services of greater value to the District. Unpaid leaves may be granted, by approval of the Board of Trustees to unit members upon submission of a written request specifying the period and the reason(s) for the request.
- B. Short-Term. Unpaid leaves of less than a semester may be granted in extreme emergencies. *[SEE SIDEBAR⁶ - OTHER-THAN-EMERGENCY]*

Unpaid Leaves (continued)

C. Long-Term.

- (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.
- (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 reason(s) for the renewal being specified.
- (3) Fringe benefit coverage may be continued at the employee's expense, if permitted by insurance carriers and requested in writing by the employee.
- (4) Reasons for denial will be specified in writing upon request of the individual(s) whose leave has been denied.
- (5) Certificated employees on leave of absence shall signify in writing by March 15 (or by November 15 in the case of a leave for the fall semester only) their intent to return to duty the following semester or shall at that time request an extension of leave.

5.8 Bereavement Leave

Every employee 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 member of his immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of this Agreement. Members of the immediate family are mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.

5.9 Military Leave

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

5.10 Industrial Accident Leave

- A. All District employees who are eligible for Workmen's Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

Industrial Accident Leave (continued)

- (1) The accident or illness shall have arisen out of and in the course of the employment of the employee and shall be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.
- (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 employee would otherwise have been performing work for the District in any one (1) fiscal year.
- (3) Allowable leave shall not be accumulated from year to year.
- (4) The leave under these rules and regulations shall commence on the first day of absence.
- (5) Maximum salary during any one period shall not exceed the normal salary rate.
- (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.
- (7) During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement (on his full salary) and other authorized contributions.
- (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.
- (9) Upon termination of the industrial accident or illness leave the employee 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 employee continues to receive temporary disability indemnity he may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

5.11. Jury Duty

Employees absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent. An employee who receives a jury duty summons shall submit 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 employee has received for attendance as a juror, excluding the statutory mileage fee.

5.12 Pregnancy/Disability Leave

- A. The District shall provide a leave of absence for any employee required to stop working because of a disability caused or contributed to by pregnancy, pregnancy-related disability, childbirth, and the recovery therefrom.
- B. 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 employee. Physical disability shall be defined as a period during which the employee is unable to perform job-related duties. Upon request by the District the employee shall submit verification of physical disability by a health advisor, licensed to practice in the State of California.
- C. The period of disability shall be determined by the employee in consultation with the employee's licensed health advisor. The District may, at its option, obtain other medical opinion.
- D. Any period beyond, or in addition to, a period of physical disability, during which the employee wishes to remain away from the job, shall be treated as an unpaid leave of absence.
- E. This policy shall not be construed to apply to any employee on other long-term leave of absence, sabbatical leave, or during any period when an employee would not normally be performing services for the District.

5.13 Disability Leave

- A. A Disability leave shall apply when a faculty member qualifies for disability insurance at the termination of accrued sick leave.
- B. When a faculty 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.
- C. The faculty 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.

5.14 Honorary Leave

- A. An honorary leave is one which is requested by an employee who has been formally invited to participate in scholarly activities with a recognized group, organization, national/international body, when the exposure gained through such leave will render his/her professional services of greater value to the District and/or the profession. Upon review of the request, the Board may grant said leave.

Honorary Leave (continued)

- B. If the employee is to be compensated by the group/organization for services rendered, then he/she shall receive no compensation from the District. If the employee receives less than his/her normal salary and fringe benefits, the District shall pay the difference.
- C. The employee may apply for travel money for such honorary leaves if the organization/body does not pay for same.
- D. The District shall recognize and honor publicly employees so chosen.

5.15 Assault Leave

Request for leave due to an assault upon a unit member shall be governed by Article V, Section 5.10, Industrial Accident Leave.

ARTICLE VI

TRANSFERS AND ASSIGNMENTS

6.1 Transfers

A. Voluntary Transfers: Regular or contract employees who are members of the bargaining unit may voluntarily transfer from one (1) campus to another or from one (1) instructional or service unit to another on the same campus, or they may divide their teaching duties between campuses of service sites, provided the transfer is approved by Management. The approval process shall follow the guidelines stated below:

(1) Temporary Transfer (one or two semesters): When a temporary vacancy is determined to exist equal to forty percent (40%) or more of full-time position, notice of the vacancy will be sent to all supervisors for posting in clusters and departments, and applicants from the unit shall be considered before external recruiting is begun. Requests to fill the vacancy shall be granted on the basis of the following criteria:

- a. Certification (majors or minors) to perform the services required, plus b. below.
- b. 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.
- c. Seniority: If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference.

(2) Permanent Transfer: Permanent voluntary transfers will be provided on the basis of open competition for the available position.

B. Involuntary Transfers: Regular or contract unit members may be involuntarily transferred from one (1) campus to another or from one (1) instructional or service unit to another on the same campus, or they may be required to divide their duties between campuses or service sites provided that such involuntary transfer shall not occur unless:

- (1) 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 certificated 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.
- (2) When the transfer would result in an assignment listed in 6.2A below, the unit member involved gives his/her written permission.
- (3) The unit member to be transferred is given notice at least ninety (90) days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. In addition, unit members will

6.1 B (3) (Continued)

be notified ten ⁽⁵⁾(10) days prior to the beginning of the semester if their involuntary transfer will result in a new preparation (new preparations are defined in the assignments section of this contract). The ten (10) day notice shall specify the new preparation the unit member will be required to perform.

- (4) 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.

A unit member may request a reduced load as an alternative to an involuntary transfer.

6.2 Assignments

- A. A regular or contract faculty member may not, without his/her consent, be scheduled for the following assignments:

- (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.
- (2) Teaching more than three (3) consecutive lecture hours or four (4) consecutive laboratory or combined lecture-and-laboratory hours.
- (3) A split assignment between work sites ~~or~~ on the same day without mileage paid at the then-current approved Internal Revenue Service rate.
- (4) A day assignment following an evening assignment by less than eleven (11) hours.
- (5) More than three (3) new preparations in any one (1) academic year and more than two (2) in any one 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) Prisons or jails.

- B. If, after consulting with the affected unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated below, then the District may require a unit member to perform one of the following:

- (1) A day assignment following an evening assignment by less than twelve (12) hours;
- (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;
- (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.

6.2 C. Overload

- (1) An overload is a voluntary assignment of a regular or contract employee to additional teaching, counseling, librarianship or other certificated duties beyond those required of a full-time employee in those areas.
- (2) Except for assignments outside the employee's defined work year, substituting within the work year, and work performed under instructional grants, an overload shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise.
- (3) The maximum overload for instructional staff shall be one (1) class per term or twenty percent (20%) of the normal load, whichever is the greater. The maximum overload for a certificated employee other than an instructor shall be twenty percent (20%) of a normal workload of that employee.

D. Intersession Assignments: An intersession assignment is a voluntary assignment during an authorized intersession. 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. It shall not include activities such as field trips which take place during the intersession period which are part of a regular course taught during the regular academic year.

E. See 8/83 agreement re: contract classes

ARTICLE VII

EVALUATION

COMMITTEE TO RECOMMEND CHANGES
SEE 3/83 AGREEMENT

7.1 Criteria for Evaluation

- A. Instructional Faculty: 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 are: (a) demonstrated knowledge of the subject matter being taught and of the discipline in general; (b) consistent and careful planning in accordance with the published course descriptions; (c) development and use of instructional techniques which recognize individual differences in students. Each discipline will have the opportunity to recommend criteria which recognize special characteristics of the discipline.
- B. Counseling Faculty: Examples of indices for counseling are: (a) 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; (b) maintaining the integrity of the counseling relationship; (c) maintaining the ethical standards of the counseling profession; (d) performing counseling and guidance activities. Members of the counseling faculty shall have the opportunity to recommend criteria which recognize special characteristics of the discipline.
- C. Librarianship Faculty: Examples of indices for librarians are: demonstrated knowledge of librarianship and its application to the community college; (b) consistent and careful planning in organizing the library for the use of students and faculty; (c) assisting students in learning activities; (d) observing the ethical principles of the teaching and librarianship professions; (e) performing other librarianship responsibilities. The librarianship faculty will have an opportunity to recommend criteria which recognize special characteristics of library service.
- D. The private lives of faculty members, including religious, political, or organizational activities or sexual preference, shall not be a part of the employee's evaluation.

7.2 Evaluation Procedures

A. Contract (Probationary) Employees:

- (1) For each contract employee there shall usually be one (1) formal written evaluation each probationary year. The evaluator may, however, recommend that a second evaluation be made in the same academic year. This written evaluation is the responsibility of an evaluator from management named by the college President of the institution at which the employee is providing most of his/her services during the year in which he/she is being evaluated. The

7.2 A (1) (Continued)

evaluator shall be advised in all phases of the evaluation by a faculty member named by UPM/AFT.

- (2) Evaluation shall occur as soon as feasible in the semester of evaluation. A final report is to be submitted in writing to the District Personnel Office by the appropriate supervisor, by February 15. At the beginning of the Fall semester of each probationary year, the evaluatee shall be evaluated based upon the following:
- (a) The evaluator shall schedule classroom or other on-the-job visits by himself/herself and the UPM/AFT faculty advisor.
 - (b) The evaluatee, with consultation by the evaluator and the faculty advisor, shall prepare for the evaluator and faculty advisor a written statement of his/her professional objectives whose accomplishment will be sought during the evaluation period. This statement of objectives shall be completed by September 15. The objectives shall include the positive effects intended for students by the teaching, counseling, library or other services provided; and the ways in which the evaluatee plans to achieve these effects. In addition, the manner of evaluating the success of these efforts must be specified by the evaluatee. It shall then be the responsibility of the evaluatee to carry out the plan and provide an assessment of its success by January 15.
 - (c) Student evaluations shall be obtained, as part of the evaluation process, for the purpose of improving the teaching, counseling, librarianship or other services provided students.
 - (d) Probationary employee/evaluatees shall also furnish the evaluator and advisor, by February 15th, a self-evaluation of his/her performance, to date, in areas of professional responsibilities.
- (3) A final written evaluation, including suggestions for improvement, if any, and a recommendation concerning re-employment shall be shown first to the evaluatee, and advisor, and then submitted by February 15 to the District Personnel Office. Recommendations for improvement may include in-service training to improve job performance. The evaluatee may attach his/her comments to the evaluator's report, and the advisor may attach a separate statement if he/she desires.

B. Regular (Tenured) Faculty

- (1) For each regular permanent faculty member there shall usually be one (1) formal written evaluation every two (2) years. The evaluator may, however, recommend a second evaluation within an evaluation period. Completion of this written evaluation is the responsibility of the evaluator from management named by the college President of the institution at which the employee is providing most of his/her services during the year in which he/she is being evaluated. The evaluator shall be advised in all phases of the evaluation process by a faculty member named by UPM/AFT.

7.2 B (Continued)

- (2) Evaluation shall occur as soon as feasible in the semester of evaluation. A final, written report is to be submitted by the evaluator to the District Personnel Office by February 15. At the beginning of each Fall semester of a year in which an evaluatee is to be evaluated, he/she shall select any two (2) of the following four (4) options by which to be evaluated.
 - (a) Under the first option, the evaluator shall schedule classroom or other on-the-job visits by himself/herself and the advisor.
 - (b) Under the second option, the evaluatee, with consultation by the evaluator and faculty advisor, shall prepare for the evaluator and advisor a written statement of his/her professional objectives whose accomplishment will be sought during the evaluation period. This statement of objectives shall be completed by October 15. The objectives shall include the positive effects intended for students by the teaching, counseling, librarianship or other services provided by the evaluatee, and the ways in which the evaluatee plans to achieve these effects. In addition, the manner of evaluating the success of his/her efforts must be specified by the evaluatee. It shall then be the responsibility of the evaluatee to carry out the plan and provide an assessment of its success by January 15.
 - (c) Under the third option, the evaluatee would prepare for the evaluator and faculty advisor, by January 15, a written self-evaluation of a) his/her effects on students who receive his/her services; b) efforts to improve his/her competence in meeting the responsibilities of the position he/she holds; c) participation in department or office and college activities; and d) contributions to the educational profession. This self-evaluation should be as specific as possible and provide whatever evidence may be available to support its assertions.
 - (d) Under the fourth option, the evaluatee may be evaluated by faculty members, one (1) to be appointed by management and one (1) to be appointed by the evaluatee. The two (2) faculty members, after classroom or other on-the-job visits, shall prepare a report for the evaluator which assesses the quality of the teaching and/or other services provided by the evaluatee and make suggestions for improvement, if any.
-  (3) In addition to the options chosen from those listed above, student evaluation shall be obtained. The purpose of the student evaluation is to improve the teaching and other services provided to students.
- (4) A final written evaluation, including suggestions for improvement, if any, and a recommendation concerning re-employment shall be shown first to the evaluatee, and advisor, and then submitted by February 15 to the District Personnel Office. Recommendations for

7.2 B (4) (Continued)

improvement may include in-service training to improve job performance. The evaluatee may attach his/her comments to the evaluator's report before it is submitted to the appropriate Dean, and the advisor may attach a separate statement if he/she desires. When an evaluator identifies unsatisfactory performance in a current year's evaluation, the evaluator may require the evaluatee to add the professional objectives option as a mandatory method of evaluation (in addition to the regular evaluation requirements) in the next and subsequent evaluation periods until a satisfactory evaluation is received.

- C. Temporary (Non-Probationary) Faculty who are Unit Members: For each temporary faculty member there shall be a formal written evaluation at least once every three (3) years of active service. The options and procedures for evaluation shall be those applying to a regular permanent faculty member, except that the evaluation may occur in any semester and at any time within a semester and the action dates may be adjusted for Spring evaluations.
- D. Faculty Assignments: It is intended that a faculty member be required to participate in no more than two (2) evaluations of other faculty members per semester, though that number may occasionally be exceeded to ensure the participation of qualified individuals.
- E. Personnel Files: There shall be only one (1) personnel file for each faculty member. This file shall be maintained at one (1) location in the District Personnel Office. It shall be available for inspection by the employee or a representative expressly authorized by the employee upon request. Access to files shall be limited to authorized personnel and those included in Government Code Section 6250. Documents in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available for inspection by the employee or by a representative authorized in writing by the employee. The employee does not have the right to review ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law.
 - (1) All documents relative to an employee's employment relationship shall be contained in the employee's personnel file at the District Personnel Office.
 - (a) Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.
 - (2) Every employee 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 employee's assigned hours, but during normal District business hours.
 - (3) Information of a derogatory nature shall not be entered or filed

7.2 E (3) (Continued)

unless and until the employee is given notice of such information and an opportunity to review the document(s).

- can call
1798
protects file*
- (a) Anonymous communications or material unrelated to the faculty member's professional responsibilities shall not be placed in the member's personnel file.
 - (b) An employee shall have the right to have attached to any derogatory statement, the employee's written comments.
 - (c) Such review shall take place during normal business hours, and the employee shall be released from assigned hours for this purpose without salary reduction.
 - (4) The District shall not take any adverse action against an employee based upon documents which are contained in such employee's personnel file unless the materials were placed in the file within $\Rightarrow$ forty-five (45) work days of the event giving rise to the documents.
 - (5) The District Personnel Office shall, upon written authorization of the employee, release information and/or forward specified documents from his/her personnel file to parties the employee designates.
- need to communicate
during formal process
not at sexual
harassment*

ARTICLE VIII

WORKLOAD

The work week for full-time unit members shall be considered to be thirty-seven and one-half ($37\frac{1}{2}$) hours, of which those hours to be specifically assigned are stated below:

8.1 Teaching Load in the Credit Program

- A. The instructional load of a full-time member of the credit staff shall be 14-16 teaching units per week for two (2) semesters of approximately seventeen and one-half ($17\frac{1}{2}$) weeks duration, not to exceed one hundred seventy-six (176) days.
- B. For each area at College of Marin, and for each cluster at Indian Valley Colleges, the average number of teaching units per full-time teacher shall be fifteen (15), rounded to the nearest tenth (.10).
- C. A teaching unit is defined as one (1) lecture hour or one and one-half ($1\frac{1}{2}$) laboratory, studio, or activity hours per week for a full semester, or the equivalent time for a course which is less than a full semester in duration. For existing work experience, televised courses, directed studies, learning centers and other teaching situations where an instructor is not with students the same amount of time as in a conventional course, the number of teaching units and responsibilities to be assigned shall be consistent with past practice. For proposed new work experience, televised courses, directed studies, learning centers, and other teaching situations where an instructor is not with students the same amount of time as in a conventional course, the number of teaching units to be assigned shall be recommended by a District committee composed of one (1) management representative and two (2) UPM/AFT representatives. In no case shall more than one and one-half ($1\frac{1}{2}$) hours of class time be required for one (1) teaching unit.
- D. 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 regular or contract faculty member only if he/she agrees or if no temporary faculty member is assigned to the same course or service on a weekday.

FOR SPLIT ASSIGNMENT
SEE 8/83 AGREEMENT

8.2 Office Hours: Full-time credit instructors shall be in their offices a minimum of four (4) hours per week (at least one office hour per teaching day but not to exceed four 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.

8.3 Counselors: Counselors shall be scheduled for no fewer than twenty-eight (28) hours per week of contact with students in individual or group counseling and/or in scheduled counseling classes. A work schedule for an additional seven (7) hours shall be arranged by management after consultation with the employee. For each teaching unit of a scheduled counseling class, the counselor teaching that class will be credited with a total of thirty-five (35) hours of student contact during the period of the course.

Article VIII (Continued)

- 8.4 Librarians: Librarians shall be scheduled for thirty-five (35) hours per week by management after consultation with the employee. 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.
- 8.5 School Nurse: School nurses shall be scheduled for thirty-five (35) hours per week by management after consultation with the employee.
- 8.6 Other Certificated Employees: Full-time certificated personnel other than instructors, counselors, librarians, and school nurses shall be assigned no more than thirty-seven and one-half ($37\frac{1}{2}$) hours per week by management after consultation with the employee.
- 8.7 Teaching Load in the Non-Credit Program: Full-time non-credit instructors shall teach twenty (20) lecture hours, or thirty (30) laboratory, studio, or activity hours, per week.
- 8.8 Regular (Tenured) Faculty - Reduced Load:
- A. A reduced teaching load, with proportionate salary reduction, requested for professional or personal reasons, may be granted to a regular (tenured) instructor.
 - B. Regular (tenured) credit instructors who, by official Board action, are granted reduced loads shall fulfill professional duty requirements on a basis proportional to the teaching unit load assigned.
 - C. Except for salary reduction, all other District benefits shall continue in full, and the instructor shall advance on the salary schedule. The minimum number of units an individual must teach is eighteen (18) per year, or nine (9) if the reduction is only for one (1) semester. If a regular (tenured) employee wishes a reduced load of 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.
 - D. For non-teaching faculty, the provisions of paragraph C shall be adjusted proportionately.
- 8.9 Workyear for Counselors: The workyear for counselors shall fall between July 1st and June 30th. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. Such employees shall not be required to render more than one hundred seventy-six (176) days of service without additional compensation. Individual work schedules shall be established by the immediate supervisor after consultation with such employees.
- 8.10 Workyear for Librarians: The workyear for librarians shall be the academic year as defined in the section of the contract concerning district calendar.

Article VIII (Continued)

- 8.11 Workyear for Coaches: 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.

ARTICLE IX

CALENDAR

- 9.1 The academic year for credit classes shall consist of two (2) semesters of a maximum of eighteen (18) working weeks each. The days of the academic year shall be one hundred seventy-five (175), plus one (1) day, the last weekday prior to the beginning of classes in the fall semester, for orientation. Sundays and holidays shall not be counted as days of the academic year. ~~The last six (6) days of each semester shall be devoted to final examinations.~~ All final examinations shall be given during that period. If no final examination is given, other class activities shall be held during the period scheduled for the final examination.
- [SEE SIDEBAR]
- 9.2 The academic year calendar 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/AFT to accept the results of a joint committee on the 1980/81 calendar year and all years thereafter.
- 9.3 The Calendar Committee, consisting of two (2) District representatives and two (2) UPM/AFT representatives, shall submit a calendar proposal, for the following academic year and for intersession, by November 1 for ratification by UPM/AFT 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/AFT. UPM/AFT 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.
- 9.4 The Board may, at its option, establish intersessions at each campus. Sixty-six and two-thirds percent (66 2/3%) of non-credit classes shall be offered within the period of the one hundred seventy-five (175) day academic calendar for credit classes.
- 9.5 The District shall meet and confer with UPM/AFT, through the Calendar Committee, concerning the non-credit calendar.
- 9.6 Holidays shall be those stated in the relevant sections of the California Education Code.
- 9.7 The calendar of classes for the 1982-83 academic year shall be as already agreed upon by UPM/AFT and the District. (See Appendix II)

ARTICLE X

CLASS SIZE

10.1 Minimum Class Size

- A. 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 and to cancel classes pursuant to the provisions of this Article.
- B. A class shall not be cancelled prior to the first day of instruction unless the District has given ten (10) days prior written notice to the instructor (delivered in person or mailed to the instructor's last known address) 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; provided, however, if the instructor agrees, a class may be cancelled at any time.
- C. 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 faculty member involved is a regular or contract employee and if there are no courses available for which the faculty member is certificated.

10.2 Maximum Class Size

- A. The maximum class size for registration purposes for existing courses shall be that set forth in the data-processing report CAM 001-1, for Fall 1979, for each campus, as approved by the MCCC Board of Trustees. In the event the first census report (CAM 005) for any course shows a class enrollment of at least three (3) greater than the 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.
- B. 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.

TEMP 10% INCREASE
SEE 8/83 AGREEMENT

ARTICLE XI

SAFETY

- 11.1 It shall be a goal of the District to provide and maintain a physically safe and healthy work environment.
- 11.2 The District and the faculty shall comply with OSHA regulations. *add other units*
- 11.3 A Safety Committee shall be formed consisting of two (2) members selected by UPM/AFT and two (2) members selected by the District.
- 11.4 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.
- 11.5 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 ^{SUPT/PRES} Chancellor or his designee. The ^{SUPT/PRES} Chancellor or his designee shall respond within forty-eight (48) hours.
- 11.6 Under non-emergency conditions, the Safety Committee shall present its recommendations to the ^{SUPT/PRES} Chancellor who shall respond within forty-five (45) days.
- 11.7 In the event of a serious accident within the classroom environment which actually threatens the safety of students and staff, the faculty member may cancel the class sessions(s) until the emergency has been alleviated. The faculty member must immediately report the emergency to his or her immediate supervisor.

ARTICLE XII

GRIEVANCE

12.1 The prompt resolution of grievances is encouraged, and therefore the following procedure to accomplish this purpose is established.

- A. 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.

A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Article III & XIII. UPM/AFT may also file an individual or group grievance on behalf of an employee or employees provided UPM/AFT does not file such grievance without the employee's (employees') written authorization.

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.

If the same grievance, or substantially the same grievance, is made by more than one (1) faculty member, one (1) faculty member may, on behalf of himself and all other grievants, file a grievance. The final decision shall apply to all grievants and respondents.

- B. 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.
- C. 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.

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.

- D. If a grievance arises from the action of central District authority, UPM/AFT or any other grievant may present such grievance at Step II of the grievance procedure.
- E. By mutual agreement of the grievant and the District, a grievance may be moved to an appropriate higher level.
- F. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits specified in this

Article XII F (Continued)

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. 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. Time limits shall be strictly construed, and if the District fails to meet them, beyond the informal level, it shall be deemed to have granted the grievance.

- G. 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.
- H. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that an employee 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.
- I. This grievance procedure shall become effective upon execution of this Agreement. A grievance on action occurring prior to the effective date may be filed up to thirty (30) days after the effective date provided the grievance is based on an alleged violation of the agreement as finally executed. In no event may the grievance be based on actions which occurred more than six (6) months prior to the execution of the agreement.

12.2 Grievance Procedure Steps: 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.

A. Informal Communication and Resolution of Grievance

- 1) 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 of the pending grievance in an effort to resolve it. Notification at this step does not have to be in writing.
- 2) Within four (4) working days, the immediate supervisor shall communicate his/her decision, to the grievant and the union.

B. Formal Grievance Procedures

1) Step 1

- a) Within five (5) working days after the grievant notified his/her immediate supervisor at the informal level, the grievant or his/her representative shall present his/her grievance, on the prescribed form, to the ~~College President~~ ^{VICE PRES. ACADEMIC AFFAIRS}, or, by mutual agreement of the parties, to the ~~President's~~ designee.

12.2 B 1) b) (Continued)

- b) This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought. The ~~President~~^{VICE PRES. ACADEMIC AFFAIRS} must communicate his/her decision in writing within twenty (20) working days. A copy of the formal written grievance must be given to the grievant's immediate supervisor, at the time of filing, by the union.

2. Step II

In the event that the grievance has not been resolved to the satisfaction of the grievant in Step I, the grievant/union, within five (5) days of receiving the ~~President's~~^{VICE PRES. ACADEMIC AFFAIRS} decision, may submit the grievance to the ~~Chancellor~~^{SUPT/PRES}, who shall, in ten (10) working days, communicate his/her decision in writing to the grievant and UPM/AFT.

3. Step III

- a) In the event the grievant is not satisfied with the decision at Step II, the grievant/union may appeal the decision under the prescribed form to the Governing Board within five (5) days after receiving the decision from Step II.
- b) The statement shall include a copy of the original grievance, the decision rendered at each step, and a clear, concise statement of the reasons for the appeal to Step III.
- c) If no hearing is requested by the grievant/union, the Board shall issue its decision within twenty-five (25) working days of the appeal. The decision, with supporting reasons, shall be communicated in writing.
- d) If a hearing is requested by the grievant/union, the Board shall hear, in a closed session, the grievance within thirty (30) working days of the date of the appeal. The Board shall issue its decision and findings, in writing, within twenty-five (25) working days after the hearing.
- e) The appeal to the Board shall be the last step of the contractual grievance procedure. Thereafter, the grievant or the union may take other legal action.

12.3 Miscellaneous

- A. 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.
- B. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.
- C. A "day" is defined as any day during which District offices are open for business.

12.3 (Continued)

- D. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant, who has been assigned to adjust grievances.
- E. 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 processing, and until a final determination has been reached, all proceedings shall be private, subject to the provisions of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.
- F. 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.
- G. 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 hearings held pursuant to this article.

ARTICLE XIII

BOARD/AGENT RELATIONS

- 13.1 Rights and benefits of faculty members as set forth in this Agreement shall be made part of any individual contract of employment issued to any faculty 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 faculty member now employed or hereafter employed, with ten (10) additional copies for 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 UPM/AFT shall be furnished agendas, material 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 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 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 UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with employees.

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.

In addition, UPM/AFT shall have the right to have 1500 copies per month for distribution to the faculty, duplicated on District equipment. UPM/AFT shall provide all required paper and stencils.

- 13.9 District employees 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 employees. The union representative not an employee of the District shall advise the President of his/her presence on District property before conducting union business.

- 13.10 The ^{SUPT/PRES}~~Chancellor~~ or his/her designee shall meet with the UPM/AFT Most Responsible Person 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 Members of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative in the District of the bargaining agent without loss of seniority in the District. The District will provide the faculty 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 The District shall provide six (6) units of reassigned time per semester for grievance handling, faculty evaluation and Board liaison. The District shall also provide the UPM/AFT with approximately 200 square feet of office space.

ARTICLE XIV

DISTRICT RIGHTS

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 XV

REDUCTION IN FORCE

- 15.1 If it becomes necessary to decrease the number of faculty members, the District may issue a layoff notice effective at the end of the current contract of the faculty member. Notice shall be given by March 15th of the school year prior to the school year in which the layoff is to be effective.
- 15.2 Seniority shall be defined as the length 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, shall not constitute an interruption of service.
- 15.3 Faculty members laid off shall be given priority as substitute teachers and for new part-time positions.
- 15.4 Laid-off faculty members 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. Faculty members utilizing this option must pay each twelve (12) months of continued benefits on or before July 1 of each academic year.
- 15.5 No new faculty appointments shall be made while there are faculty members on the re-employment list who are qualified for the position and who are available for reinstatement.
- 15.6 Qualified faculty members who have been laid off shall be reinstated in inverse order of placement for a period of thirty-nine (39) months whenever vacancies exist. The offer of such position by the District shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of the receipt. The faculty member must be prepared to assume the position within thirty (30) calendar days after the date of acceptance.
- 15.7 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 The District agrees to negotiate the effects of any layoffs which occur within the term of the contract.

ARTICLE XVI

UPGRADING

If the District determines that part-time work loads can be increased, then existing qualified staff will be considered for an increased workload up to but not to exceed sixty percent (60%) of a full-time load. Any increase in part-time assignments shall be discretionary with the District.

ARTICLE XVII

ACADEMIC FREEDOM

The faculty 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, Constitutional limits, and the California Education Code requirements.

ARTICLE XVIII

NON-DISCRIMINATION

The District shall not discriminate against any member of the bargaining unit on the basis of race, color, creed, age, sex, national origin, sexual preference, religious affiliation, domicile, physical handicap 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 XIX

SEVERABILITY

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. 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 XX

CONCERTED ACTIVITIES

- 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 their responsibility to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage or slowdown during the term of this contract by employees who are represented by UPM/AFT, 1610, UPM/AFT, 1610 agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 20.3 The District nor the union shall take no reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

ARTICLE XXI

COMPLETION OF AGREEMENT

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, District shall have no further obligation to meet and negotiate, during the term of this Agreement, except as otherwise provided 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 XXII

TERM

This Agreement shall become effective on the date of execution, except where otherwise provided, and shall continue in effect until June 30, 1984; subject to the following reopener provision:

~~ARTICLE XXIII~~
~~DUES & REPRESENTATION/SERVICE FEE (SEE AUG 83 AGREEMENT)~~
REOPENER

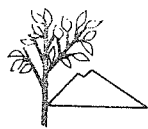
A reopener for the 1983-84 school year on wages and two other issues selected by each party. Initial proposals by the Union shall be submitted by March 1, 1983, and the District shall complete "sunshining" by April 15, 1983.

UPM/AFT 1610
EXECUTIVE COUNCIL

MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

/s/
10/8/82

/s/
10/27/82



Marin
Community
College
District

CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1610

*Miscellaneous
- loose items
attached at the
end*

JULY 1, 1981 - JUNE 30, 1984

MARIN COMMUNITY COLLEGE DISTRICT
1983-84 Certificated Salary Schedule
Effective July 1, 1983

Steps	Class I	Class II	Class III	Class IV	Class IV+ (w/Dr)
1	18,796	20,130	21,211	22,280	23,015
2	19,841	21,182	22,256	23,332	24,064
3	20,886	22,227	23,304	24,378	25,110
4	21,932	23,276	24,347	25,428	26,159
5	22,977	24,323	25,396	26,469	27,203
6	24,030	25,373	26,444	27,519	28,252
7	25,077	26,416	27,491	28,567	29,300
8	26,124	27,460	28,539	29,610	30,340
9	27,167	28,508	29,584	30,658	31,393
10	28,218	29,556	30,633	31,705	32,439
11	29,261	30,604	31,677	32,754	33,487
12	30,308	31,651	32,723	33,800	34,530
13	31,355	32,699	33,773	34,844	35,579
14*	31,355	32,699	33,773	34,844	35,579
15*	31,355	32,699	33,773	34,844	35,579
16*	31,649	32,992	34,066	35,430	36,164
17*	31,649	32,992	34,066	35,430	36,164
18*	31,649	32,992	34,066	35,430	36,164
19*	31,649	32,992	34,066	35,430	36,164
20*	31,943	33,287	34,359	36,017	36,751
21*	31,943	33,287	34,359	36,017	36,751
22*	31,943	33,287	34,359	36,017	36,751
23*	31,943	33,287	34,359	36,017	36,751
24*	32,236	33,579	34,653	36,603	37,337

Class I	Bachelor's degree or partial fulfillment of a Vocational Credential
Class II	Master's degree or clear Vocational Credential.**
Class III	Master's degree plus 30 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 60 semester hours with Master's degree, or clear Vocational Credential plus 30 semester hours subsequent to the date of the clear Vocational Credential.**
Class IV	Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 90 semester hours with Master's degree, or clear Vocational Credential plus 60 semester hours subsequent to the date of the clear Vocational Credential.**

Special Conditions - Regular contract employees (certificated staff members employed 60 percent or more of full-time) as of May 2, 1973 are eligible for salary adjustments under the following conditions:

Holders of the Bachelor's degree may advance to Column II with the AB+30 units (including a clear Credential), to Column III with the AB+60 units (including a clear credential), to Column IV with the AB+90 units (including a clear credential).

Regular contract members of the certificated staff employed after May 2, 1973 are not eligible to receive salary adjustments under these special conditions. Any exception, under which an employee hired after May 2, 1973 would receive salary adjustments under these special conditions would be only by official affirmative action taken by the Board of Trustees.

1. Step 7 is the highest entering step for teachers new to the system.
2. A \$1,000 bonus is paid once for receiving earned Doctorate while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted, such guarantee to be enforced by a surety bond.

Supermaximum Steps: Movement above Step 13 is authorized annually for each subsequent step.
* Vocational Class A Credential (clear), Standard Designated Subject Credential (clear).

FINAL VERSION 8/83

PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

1. 6 or more units taught prior to 5:00 p.m. Monday through Friday:
Annual salary* $\frac{\$ \text{ of units}}{30}$ x 80% = Semester payment + 5 = Monthly salary
2. Less than 6 units or units taught after 5:00 p.m. and Saturday teaching:
Annual salary* $\frac{\$ \text{ of units}}{30}$ x 75% = Semester payment + 5 = Monthly salary

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* $\frac{\$ \text{ of units}}{30}$ x 60% = Semester payment + 5 = Monthly salary

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* $\frac{\$ \text{ of units}}{30}$ x 65% = Total payment/Summer session

*Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$19.04	\$20.29	\$21.76
Step 2	6 or more years teaching	\$20.29	\$21.76	\$22.75
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$21.76	\$22.75	\$24.23
Step 2	6 or more years teaching	\$22.75	\$24.23	\$25.21

NON CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	Less than 5 years teaching with MCCD	\$17.79	\$19.71
Step 2	5 or more years teaching with MCCD	\$19.11	\$21.04

MARIN COMMUNITY COLLEGE DISTRICT
1983-84 Certificated Salary Schedule
Effective July 1, 1983

Steps	Class I	Class II	Class III	Class IV	Class IV+ (w/Dr.)	
1	17,901	19,171	20,201	21,219	21,919	Class I Bachelor's degree or partial fulfillment of a Vocational Credential.
2	18,896	20,173	21,196	22,221	22,918	Class II Master's degree or clear Vocational Credential. **
3	19,891	21,169	22,194	23,217	23,914	Class III Master's degree plus 30 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus
4	20,888	22,168	23,188	24,217	24,913	60 semester hours with Master's degree, or clear Vocational Credential plus 30 semester hours subsequent to the date of
5	21,883	23,165	24,187	25,209	25,908	the clear Vocational Credential. **
6	22,886	24,165	25,185	26,209	26,907	Class IV Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus
7	23,883	25,158	26,182	27,207	27,905	90 semester hours with Master's degree, or clear Vocational Credential plus 60 semester hours subsequent to the date of
8	24,880	26,152	27,180	28,200	28,895	the clear Vocational Credential. **
9	25,873	27,150	28,175	29,198	29,898	Class IV Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus
10	26,874	28,149	29,174	30,195	30,894	90 semester hours with Master's degree, or clear Vocational Credential plus 60 semester hours subsequent to the date of
11	27,868	29,147	30,169	31,194	31,892	the clear Vocational Credential. **
12	28,865	30,144	31,165	32,190	32,886	
13	29,862	31,142	32,165	33,185	33,885	
14 *	29,862	31,142	32,165	33,185	33,885	Special Conditions - Regular contract employees (certificated staff members employed 60 percent or more of full-time) as of May 2, 1973 are eligible for salary adjustments under the following conditions:
15 *	29,862	31,142	32,165	33,185	33,885	1. Holders of the Bachelor's degree may advance to Column II with the AB + 30 units (including a clear Credential), to Column III with the AB + 60 units (including a clear Credential), to Column IV with the AB + 90 units (including a clear Credential).
16 *	30,142	31,421	32,444	33,743	34,442	2. Regular contract members of the certificated staff employed after May 2, 1973 are not eligible to receive salary adjustments under these special conditions. Any exception, under which an employee hired after May 2, 1973 would receive salary adjustments under these special conditions, would be only by official affirmative action taken by the Board of Trustees.
17 *	30,142	31,421	32,444	33,743	34,442	
18 *	30,142	31,421	32,444	33,743	34,442	
19 *	30,142	31,421	32,444	33,743	34,442	
20 *	30,422	31,702	32,723	34,302	35,001	
21 *	30,422	31,702	32,723	34,302	35,001	
22 *	30,422	31,702	32,723	34,302	35,001	
23 *	30,422	31,702	32,723	34,302	35,001	
24 *	30,701	31,980	33,003	34,860	35,559	

- Step 7 is the highest entering step for teachers new to the system.
 - A \$1,000 bonus is paid once for receiving earned Doctorate while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted, such guarantee to be enforced by a surety bond.
- * Supermaximum Steps: Movement above Step 13 is authorized annually for each subsequent step.
** Vocational Class A Credential (clear), Standard Designated Subject Credential (clear).

1st 5% ONLY.
REPLACED BY
10% RETRO TO
7/1 ON 8/16

83-84
(1st VERSION)

MARIN COMMUNITY COLLEGE DISTRICT
1983-84 Certificated Salary Schedule
Effective July 1, 1983

Page 2

PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

1. 6 or more units taught prior to 5:00 p.m. Monday through Friday:

Annual salary* X $\frac{\# \text{ of units}}{30}$ X 80% = Semester payment $\div 5$ = Monthly salary

2. Less than 6 units or units taught after 5:00 p.m. and Saturday teaching:

Annual salary* X $\frac{\# \text{ of units}}{30}$ X 75% = Semester payment $\div 5$ = Monthly Salary

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* X $\frac{\# \text{ of units}}{30}$ X 60% = Semester payment $\div 5$ = Monthly salary

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* X $\frac{\# \text{ of units}}{30}$ X 65% = Total payment/Summer session

* Placement on Certificated Salary Schedule

OTHER CERTIFICATED SALARY SCHEDULE

College Health Center Nurse

Step 1 Step 2 Step 3 Step 4 Step 5

\$23,918 24,910 25,915 26,907 27,899

Director of Nursing & Allied Health Programs

(200-Day Work Year)

Certificated Salary Schedule on Page 1 plus 10 percent

Coordinator of Extended Opportunity Programs & Services

Step 1 Step 2 Step 3 Step 4 Step 5

\$18,939 19,843 20,812 21,878 22,976

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

Laboratory and Field Classes

Step 1. Less than 6 years teaching \$18.13 \$19.32 \$20.72

Step 2. 6 or more years teaching \$19.32 \$20.72 \$21.67

Lecture Classes

Step 1. Less than 6 years teaching \$20.72 \$21.67 \$23.08

Step 2. 6 or more years teaching \$21.67 \$23.08 \$24.01

NON-CREDIT INSTRUCTOR HOURLY SALARY SCHEDULE:

Laboratory or
Lecture Lab

Step 1. Less than 5 years
teaching with MCCD \$16.94 \$18.77

Step 2. 5 or more years
teaching with MCCD \$18.20 \$20.04

11/5/82

explained to Mike
11/5

TO: PAYROLL
FROM: PERSONNEL
SUBJ: BENEFITS

1. VALLEY FORGE LIFE INSURANCE - ALL FACULTY DEDUCTIONS FOR PLAN II STOP WITH 10/30 PAYROLL. DISTRICT STOPS PAYING FACULTY PREMIUMS AS OF OCTOBER 30.

Refund Nov. pre paid
prem to employees if
they are not continuing

WE WILL ASK FACULTY IF THEY WISH TO CONTINUE. THEY WILL RESPOND BY 11/22. IF THEY DO, DISTRICT WILL PAY THEIR DEC DEDUCTION & KEEP THEM ON OUR NOV PAYMENT. ~~CORRECT~~ RECOVERY OF FRONTED DEDUCTION WILL BE MADE IN DEC PAYROLL.

2. KAISER - OPEN PERIOD WILL BE EXTENDED TO 12/15, WITH NEW COVERAGE TO START 1/1. RESPONSES FROM FACULTY ON PLAN CHANGES WILL BE DUE TO PAYROLL BY 12/4.5

CURRENT FAMILY COVERAGE PAYMENTS WILL BE TAKEN OVER BY DISTRICT EFFECTIVE 1/1.

3. MEDICAL & DENTAL FOR RETIREES -

- REINSTATE KAISER PLUS ONE FOR HOWELL BREECE & RUTH MCCARTY BACK TO 7/1/82 (OR KAISER EMPLOYEE ONLY)
- DENTAL - PAY PREMIUMS BACK TO 1/1/82 FOR D. DUNLAP & BACK TO 7/1/82 FOR BREECE, MCCARTY, O'KEEFE, PIEPER, GRIMM, J. MYERS, MEACHAM. THEY MAY HAVE PAID FOR THE 3 MONTHS AFTER TERMINATION. IF SO WE SHOULD START WHERE THEY STOPPED, & REIMBURSE THEM FOR THE MONTHS THEY PAID.

4. NEW CROWN LIFE INSURANCE - EFFECTIVE 11/4. DISTRICT PAYS \$6, FACULTY \$4. EMPLOYEE DEDUCTIONS TO START ASAP RETRO TO 11/1.

Article V HOURS OF EMPLOYMENT

5.1 Work Week

The work week for full-time employees shall consist of five (5) consecutive days, seven and one-half (7.5) hour per day, and a thirty-seven and one-half (37.5) hour work week is standard. The specific work days shall be designated by the District for each classified assignment. ~~5~~ If there is to be a change in the days worked, it shall be done only after a conference with the employee and with CSEA. If the parties cannot agree, then the District shall proceed with the "involuntary reassignment" provisions of the Education Code in cases of permanent changes.

5.2 Work Day

The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.

Upon request of the employee, and approval by the appropriate District executive officer the hours worked per day will be altered to accommodate the employees schedule to attend courses at an accredited institution of higher learning. Should such a schedule require an employee to work beyond a seven and one-half (7.5) hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged.

Part-time employees shall have their days and hours assigned to them by their supervisor.

Any reduction in assigned time shall be accomplished in accordance with the Education Code Sections 88014-88127.

AGREEMENT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1610

The parties, having met and negotiated pursuant to Government Code Section 3540 et seq. and the provisions of the existing collective bargaining agreement, hereby agree as follows:

1. Add the following to the contract as Article 23, with the title of "Dues and Representation/Service Fee":

23.3 Representation/Service Fee

23.3.1 Employee Rights

23.3.1.1 The District and the Union 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.

23.3.1.2 Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 23.3.3.5 below.

23.3.2 Unit Members' Obligation to Exclusive Representative

23.3.2.1 A bargaining 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 23.3.3.5 below, and who has not voluntarily made application for membership in the Union within thirty (30) days of either the date upon which this Agreement is executed or, the date upon which said employee has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to the Union a representation/service fee in

exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member. A bargaining 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 23.3.3.5 below, and who has not voluntarily made application for membership in the Union within two (2) days of the date upon which said employee has been employed by the District must as a condition of employment in the District pay annually to the Union such representation/service fee.

23.3.3 Definition of Representation Fee

23.3.3.1 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.

23.3.3.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 23.3.3.6 herein.

23.3.3.3 Representation/Service Fee Schedule

District and Union agree that each bargaining unit member should pay his or her fair share for representation services. District and Union agree that the representation/service fee schedule set forth in Appendix B 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 23.3.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

23.3.3.4 Annual Verification of Representation

Fee By Union

The Union shall submit a copy of the detailed financial report to the District which the Union must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that the Union must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of the representation/service fee from a unit member's payroll.

23.3.3.5 Unit Members Exempted From Obligation To Pay

Any unit member may be exempted from payment of any representation/service fees to the Union 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 the Union,
pay an amount equivalent to such representation/service fee to:

1. Marin Community Colleges Scholarship Fund
2. United Negro College Foundation
3. March of Dimes

The District, upon written request from the Union, shall require such exempt unit member to submit a written affidavit to the Union verifying the existence and nature of the allowable objection to payment of a representation/service fee and in addition, shall require such exempt unit member to submit proof of payment of an amount equivalent to such representation/service fee to one of the alternative funds or organizations listed above.

23.3.3.6 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 for determination, provided that the parties have first complied with the other provisions of this Section.

If, at any time, the Public Employment Relations Board 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 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.

23.3.4 Payment Method

23.3.4.1 Any unit members who are not exempted from payment under Section 23.3.3.5 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

23.3.4.2 As an alternative to the annual payment method, in accordance with Sections 2.1 and 2.2 of this Article, 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 23.3.3 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.

23.3.4.3 In the event that a unit member who is not exempted from payment under Section 23.3.3.5 does not pay annually the representation/service fee directly to the Union pursuant to Section 23.3.4.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Article 2, the Union shall request 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 representation/service fee 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.

23.3.4.4 Prior to beginning such payroll deduction pursuant to Section 23.3.4.3, the Union will certify to the District in writing that the employee whose pay is to be affected by the deduction has 1) not joined the Union 2) not voluntarily tendered the amount of the representation/service fee as defined herein; and 3) has not qualified for an exemption under Section 23.3.3.5 herein. The Union shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above three

requirements the Union has requested the District to begin automatic payroll deduction of the representation/service fee. The Union shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.

23.3.4.5 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.

23.3.4.6 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.

23.3.5. District's Obligation

The District's sole and exclusive obligations under this Article are 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 23.3.3.5 of this Agreement, and to make payroll deductions pursuant to Section 23.3.4.2 or 23.3.4.3 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.

23.3.6 Hold Harmless and Indemnify Provision

23.3.6.1 The Union as defined in this 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, 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.

23.3.6.2 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 above in Section 23.3.6.1 above shall be compromised, resisted, defended, tried, or appealed.

23.3.6.3 In determining whether or not such action 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.

23.3.6.4 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.

2. Delete Article III of the existing collective bargaining agreement and replace with the following:

"3.1 Effective July 1, 1983, unit members shall be compensated in accordance with the certificated salary schedule attached as Appendix A to this Agreement.

3. Delete section 4.1-4.6 of Article IV of the existing collective bargaining agreement and replace with the following:

4.1 The District shall contribute up to \$259.92 for Plan A and up to \$204.03 for Plan B per month for each full-time unit member towards payment of medical, dental, and life insurance as set forth in the

payment schedule of Appendix C . The unit member can select only one plan. In addition, the District shall continue the existing Crown Life Long-Term Disability coverage for bargaining unit members.

4.2 The District shall contribute up to \$109.88 for the Kaiser coverage, either subscriber or subscriber plus one, of Plan B per month for each part-time credit unit member who teaches twelve (12) credit units or more in an academic year and who teaches at least six (6) credit units in the fall semester.

4.3 The District shall contribute up to \$27.47 for subscriber only Kaiser coverage per month for each unit member who teaches basic skills or English as a Second Language in an ADA generating program for eighteen (18) hours or more per week. Such payment shall be made only if the unit member is in paid employment status for the month in which the benefits are received and the unit member contributes either by payroll deduction or check an amount equal to the total monthly cost of the coverage.

For any month in which the unit member is not in paid status, the unit member may elect coverage at the unit member's own expense. The unit member shall provide the District with the full monthly premium amount by check on the first day of each month in which the unit member does not provide service to the District.

4.4 For the 1983-84 school year, the District shall establish a fund in the amount of One Thousand Dollars (\$1,000.00) for the entire bargaining unit to cover costs of unreimbursed charges paid under the Travelers Dental Insurance coverage.

4. As soon as possible, a committee comprised of two (2) management employees and two (2) Union members appointed by the Union shall be established to suggest an evaluation procedure. The goal of this committee shall be to investigate means of accomplishing the following four evaluation goals:

1. A simple, practical plan for positive assistance/reinforcement in teaching methods; or
2. A certification of satisfactory performance; or
3. A clear evaluation of performance problems, leading to documented improvement or steps toward termination; or
4. A thorough evaluation of probationary employees that produces clear evidence for a determination to continue employment or not.

5. The parties agree that unit members serving in the College Health Center Nurse (200 day work year) and Coordinator of Extended Opportunity Programs and Services positions (225 day

work year) shall be appropriately placed on the certificated salary schedule attached as Appendix A to this Agreement.

6. The parties agree to file a Petition for Unit Modification with the Public Employment Relations Board deleting the Director of Nursing and Allied Health Programs and the Director of Athletics positions from the certificated bargaining unit. Incumbents in these positions shall be designated as management and placed on the supervisory salary schedule.

7. For the 1983-84 school year only, maximum class size for each instructor shall be increased by up to ten percent (10%) above the maximums specified by Section 10.2 of the existing collective bargaining agreement. The existing, unmodified contract language shall constitute status quo for purposes of bargaining a successor contract.

8. The parties agree that a management employee 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 courses offered in the community services program which a management employee will be allowed to teach. In the event that it becomes necessary to assign a management employee to teach more than one (1) 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.

9. The parties agree that any unit member who has a split assignment shall conduct office hours at the campus of his/her major assignment for that day. Notice of office hours and their location shall be posted outside each office.

10. For the fall semester of the 1983-84 school year, the parties agree to modify Article VI of the existing collective bargaining agreement as follows:

- a) Delete 6.1B(1) and 6.2B
- b) Modify 6.1B(3) to read, "The unit member to be transferred is given notice at least ninety (90) days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave, District financial necessity, or physical catastrophe. In addition, unit members will be notified five (5) days prior to the beginning of the semester if their involuntary transfer will result in a new preparation (new preparations are defined in the assignments section of this contract). The five (5) day notice shall specify the new preparation the unit member will be required to perform. For the spring semester of 1983-84, transfer and assignment procedures shall be determined by the meet and negotiate process. Such negotiations shall commence no later than October 1, 1983.

11. Prior to and during the fall semester of the 1983-84 school year, UPM agrees that the District shall reduce part time credit bargaining unit positions by no more than ten (10) full time equivalent positions.

12. For the 1983-84 school year, the parties agree that the District may eliminate the vacant librarian position, determine not to replace unit members on sabbatical leave of absence or reduced loads, convert two (2) counseling positions to categorical funds, reduce previously assigned overload assignments, assign non-teaching unit members to teaching assignments, and assign unit members previously scheduled for reassigned time to a full class load for a total reduction of ten (10) full time equivalent positions.

13. Unit members previously scheduled for reassigned time may, at the District's discretion, be scheduled for a full class load (14-16 units) with any additional responsibilities to be compensated according to 6.2C of the contract except as enumerated below:

Joyce Kuns	3 units) per semester or
Anthony Monteith	2 units) replacement in
Nancy Zamfirescu	3 units) the learning center
UPM/AFT	6 units)

14. The parties agree to add the following to Article VI as 6.2E:

"As part of the 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 entity contracting for the class.

15. The District and UPM agree to withdraw all other proposals or issues raised pursuant to reopeners on the collective bargaining agreement between the parties, the impact of reductions in the District budget for the 1983-84 fiscal year, and reduction of bargaining unit positions.

MARIN COMMUNITY COLLEGE
DISTRICT

Date Ratified: 9-6-83

By Joseph E. Doherty
Joseph E. Doherty
President, Board of Trustees

UNITED PROFESSORS OF MARIN

Date Ratified: 9/6/83

By Michael E. Brailoff
Michael E. Brailoff
UPM/AFT

APPENDIX A, Cont'd.

PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

1. 6 or more units taught prior to 5:00 p.m. Monday through Friday:

$$\text{Annual salary} * \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} + 5 = \text{Monthly salary}$$
2. Less than 6 units or units taught after 5:00 p.m. and Saturday teaching:

$$\text{Annual salary} * \frac{\# \text{ of units}}{30} \times 75\% = \text{Semester payment} + 5 = \text{Monthly salary}$$

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* $\frac{\# \text{ of units}}{30} \times 60\% = \text{Semester payment} + 5 = \text{Monthly salary}$

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* $\frac{\# \text{ of units}}{30} \times 65\% = \text{Total payment/Summer session}$

*Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$19.04	\$20.29	\$21.76
Step 2	6 or more years teaching	\$20.29	\$21.76	\$22.75
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$21.76	\$22.75	\$24.23
Step 2	6 or more years teaching	\$22.75	\$24.23	\$25.21

NON CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	Less than 5 years teaching with MCCD	\$17.79	\$19.71
Step 2	5 or more years teaching with MCCD	\$19.11	\$21.04

APPENDIX B

DUES/REPRESENTATION FEE

<u>Monthly Salary</u>	<u>Fee</u>
\$ -0- - \$ 200	\$ 5.00/mo.
201 - 1,000	10.00/mo.
1,001 - 1,500	15.00/mo.
1,501 & Over	20.00/mo.

These fees may be changed at any time by a vote of the membership of UPM.

CALENDAR 1983-84

Fall Semester 1983 (Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from August 15 through December 19.

17 1/2-Week Session

April 25--August 5, Monday--Friday	Registration
August 12, Friday	Faculty Orientation
August 15, Monday	Classes start
September 5, Monday	Labor Day (holiday)
November 11, Friday	Veterans Day (holiday)
November 24/25, Thursday, Friday	Thanksgiving recess
December 8, Thursday	Last day of classes before finals
December 9--19, Friday--Monday	Final Examinations

Fall Quarter 1983 (Non-Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from August 15 through December 19.

8-Week Session

August 1--September 2, Mon.--Fri.	Mail registration
September 19, Monday	Classes start
November 11, Friday	Veterans Day (holiday)
November 12, Saturday	Classes end

Christmas Schedule for Staff and Facilities

December 23--January 2, Fri.--Mon. District facilities closed

Optional January Intersession 1984 (Credit Classes)

The District may offer classes of varying lengths during the period from January 3 through January 14.

Winter Quarter 1984 (Non-Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from January 3 through March 17.

8-Week Session

November 21--January 6, Mon.--Fri.	Mail registration
January 23, Monday	Classes start
February 13, Monday	Lincoln's Day (holiday)
February 20, Monday	Washington's Day (holiday)
March 17, Saturday	Classes end

Spring Semester 1984 (Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from January 16 through May 26.

17 1/2-Week Session

November 14--January 6, Mon--Fri.	Registration
January 16, Monday	Classes start
February 13, Monday	Lincoln's Day (holiday)
February 20, Monday	Washington's Day (holiday)
April 16--April 20, Monday--Friday	Spring recess
May 16, Wednesday	Last day of classes before finals
May 17--May 25, Thursday--Friday	Final examinations

Spring Quarter 1984 (Non-Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from March 19 through May 26.

8-Week Session

February 14--March 16, Tues.--Fri.	Mail registration
March 26, Monday	Classes start
April 16--April 20, Monday--Friday	Spring recess
May 26, Saturday	Classes end

Summer Intersession 1984 (Credit and Non-Credit Classes)

Sessions of Variable Length

The District may offer classes of varying lengths during the period from May 29 through August 11.

6-Week Session

Credit and Non-Credit

April 23--June 8, Monday--Friday
May 7--June 1, Monday--Friday
June 18--July 28, Monday--Saturday
July 4, Wednesday
July 28, Saturday

Credit registration
Non-credit mail registration
Classes start
Independence Day (holiday)
Classes end

APPENDIX C

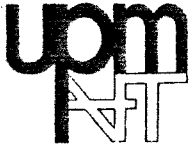
PLAN A: Blue Cross, Travelers Dental Insurance, Crown Life Insurance

PLAN B: Kaiser, Travelers Dental Insurance, Crown Life Insurance

	<u>District Contribution</u>	<u>Employee Contribution</u>	<u>Total Premium</u>
<u>BLUE CROSS</u>			
Member	\$107.01	-0-	\$107.01
Member + 1	\$214.99	-0-	\$214.99*
Family Coverage	\$214.99	\$47.18	\$262.17
<u>KAISER</u>			
Member	\$ 54.94	-0-	\$ 54.94
Member + 1	\$109.88	-0-	\$109.88
Family Coverage	\$159.10	-0-	\$159.10†
<u>TRAVELERS DENTAL INSURANCE</u>			
Super Composite Rate	\$ 38.93	-0-	\$ 38.93*†
<u>CROWN LIFE INSURANCE</u>			
Full-Time Certificated	\$ 6.00	\$ 4.00	\$ 10.00*†
<u>CROWN LIFE LONG-TERM DISABILITY INSURANCE</u>			
	Continue existing program		

* PLAN A

† PLAN B



UNITED PROFESSORS OF MARIN LOCAL 1610

AMERICAN FEDERATION OF TEACHERS

P.O. Box 503, Kentfield, CA 94914 Ph. (415) 459-1524

DISTRICT PERSONNEL
OFFICE

1983 SEP -9 A 11: 32

September 9, 1983

To: Kent Lowney

From: Executive Council

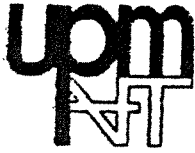
Subj: Deduction of Dues and Representation Fees for September '83

In conformity with the terms of the agreement between UPM and the MCCD, 23.3: Representation/Service Fee, we are hereby officially directing the MCCD to deduct dues or representation/service fees from the September checks of all members of the bargaining unit.

Please note that we are invoking section 23.3.4.3 of the Representation/Service Fee provisions of the UPM/MCCD agreement for the month of September, 1983, only, and that we are doing so because of technical problems in the production and distribution of forms.

Subsequent to the deductions requested here, if anyone affected comes forward with qualifications for a religious exemption, UPM will retroactively donate the contribution of that person to an appropriate charity.

pc/ab



UNITED PROFESSORS OF MARIN LOCAL 1610

AMERICAN FEDERATION OF TEACHERS

1010 Loutens Place • Suite #13 • San Rafael, California 94901 • (415) 459-1524

9/6/83

To: The Marin Community College District.

From: Michael E. Brailoff for UPM.

UPM agrees that for the month of 9/83 the automatic deduction of the representation-service fee shall not include any short-term employment (less than three days) if that short-term employment is performed by unit members who otherwise are subject to representation-service fee deductions.

Respectfully,

Michael E. Brailoff

710 - 1011 Ken Canyon

APPENDIX B

DUES/REPRESENTATION FEE

<u>Monthly Salary</u>	<u>Fee</u>
\$ -0- - \$ 200	\$ 5.00/mo.
201 - 1,000	10.00/mo.
1,001 - 1,500	15.00/mo.
1,501 & Over	20.00/mo.

These fees may be changed at any time by a vote of the membership of UPM.

CLARIFICATION

UPM's understanding of Article 4.14.5 of the 7/1/81 - 6/30/84 contract is that the medical and dental coverage for retirees under that paragraph continues for the retiree and one dependent until the retiree reaches age 70 or the retiree dies, whichever is earlier.

Michael E. Zaitoff
2/11/86

MARIN COMMUNITY COLLEGE DISTRICT
1981-82 and 1982-83 Certificated Salary Schedule
Effective July 1, 1981

Steps	Class I	Class II	Class III	Class IV	Class IV+ (w/Dr.)
1	17,049	18,258	19,239	20,209	20,875
2	17,996	19,212	20,187	21,163	21,827
3	18,944	20,161	21,137	22,111	22,775
4	19,893	21,112	22,084	23,064	23,727
5	20,841	22,062	23,035	24,009	24,674
6	21,796	23,014	23,986	24,961	25,626
7	22,746	23,960	24,935	25,911	26,576
8	23,695	24,907	25,886	26,857	27,519
9	24,641	25,857	26,833	27,808	28,474
10	25,594	26,809	27,785	28,757	29,423
11	26,488	27,759	28,732	29,709	30,373
12	27,490	28,709	29,631	30,657	31,320
13	28,440	29,659	30,633	31,605	32,271
14 *	28,440	29,659	30,633	31,605	32,271
15 *	28,440	29,659	30,633	31,605	32,271
16 *	28,707	29,925	30,899	32,136	32,802
17 *	28,707	29,925	30,899	32,136	32,802
18 *	28,707	29,925	30,899	32,136	32,802
19 *	28,707	29,925	30,899	32,136	32,802
20 *	28,973	30,192	31,165	32,669	33,334
21 *	28,973	30,192	31,165	32,669	33,334
22 *	28,973	30,192	31,165	32,669	33,334
23 *	28,973	30,192	31,165	32,669	33,334
24 *	29,239	30,457	31,431	33,200	33,866

Class I Bachelor's degree or partial fulfillment of a Vocational Credential. **
 Class II Master's degree or clear Vocational Credential. **
 Class III Master's degree plus 30 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 60 semester hours with Master's degree, or clear Vocational Credential plus 30 semester hours subsequent to the date of the clear Vocational Credential. **
 Class IV Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 90 semester hours with Master's degree, or clear Vocational Credential plus 60 semester hours subsequent to the date of the clear Vocational Credential. **

Special Conditions - Regular contract employees (certificated staff members employed 60 percent or more of full-time) as of May 2, 1973 are eligible for salary adjustments under the following conditions:
 Holders of the Bachelor's degree may advance to Column II with the AB + 30 units (including a clear Credential), to Column III with the AB + 60 units (including a clear Credential), to Column IV with the AB + 90 units (including a clear Credential).
 Regular contract members of the certificated staff employed after May 2, 1973 are not eligible to receive salary adjustments under these special conditions. Any exception, under which an employee hired after May 2, 1973 would receive salary adjustments under these special conditions, would be only by official affirmative action taken by the Board of Trustees.

- Step 7 is the highest entering step for teachers new to the system.
 - A \$1,000 bonus is paid once for receiving earned Doctorate while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted, such guarantee to be enforced by a surety bond.
- * Supermaximum Steps: Movement above Step 13 is authorized annually for each subsequent step.
 ** Vocational Class A Credential (clear), Standard Designated Subject Credential (clear).

MARIN COMMUNITY COLLEGE DISTRICT
1981-82 and 1982-83 Certificated Salary Schedule
Effective July 1, 1981

PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

1. 6 or more units taught prior to 5:00 p.m. Monday through Friday:

$$\text{Annual salary} * X \frac{\# \text{ of units}}{30} X 80\% = \text{Semester payment} \div 5 = \text{Monthly salary}$$
2. Less than 6 units or units taught after 5:00 p.m. and Saturday teaching:

$$\text{Annual salary} * X \frac{\# \text{ of units}}{30} X 75\% = \text{Semester Payment} \div 5 = \text{Monthly salary}$$

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* X $\frac{\# \text{ of units}}{30}$ X 60% = Semester payment $\div 5$ = Monthly salary

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

1. Annual salary* X $\frac{\# \text{ of units}}{30}$ X 65% = Total payment/Summer session

* Placement on Certificated Salary Schedule

OTHER CERTIFICATED SALARY SCHEDULE

<u>College Health Center Nurse</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$22,779	\$23,724	\$24,681	\$25,626	\$26,570
<u>Director of Nursing & Allied Health Programs</u>				
<u>(200-Day Work Year)</u>				
<u>Certificated Salary Schedule on Page 1 plus 10 percent</u>				
<u>Coordinator of Extended Opportunity Programs & Services</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$18,037	\$18,898	\$19,821	\$20,836	\$21,882

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>	<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1. Less than 6 years teaching	\$17.27	\$18.40	\$19.73
Step 2. 6 or more years teaching	\$18.40	\$19.73	\$20.64
<u>Lecture Classes</u>			
Step 1. Less than 6 years teaching	\$19.73	\$20.64	\$21.98
Step 2. 6 or more years teaching	\$20.64	\$21.98	\$22.87

NON-CREDIT INSTRUCTOR HOURLY SALARY SCHEDULE:

	<u>Laboratory or Lecture-Lab</u>	<u>Lecture Class</u>
Step 1. Less than 5 years teaching with MCD	\$16.13	\$17.88
Step 2. 5 or more years teaching with MCD	\$17.33	\$19.09