SUMMARY OF ALL AGREED-UPON TERMS FOR THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN MCCD AND UPM*

1/1/14-12/31/16

*(Any Article or sub-article not listed carries over unchanged.)

1. GENERAL:

   A. The parties will move to a calendar year contract.

   B. The parties have agreed to a 3-year contract covering the following periods:

   i. Year 1: 1/1/14-12/31/14;
   ii. Year 2: 1/1/15-12/31/15;
   iii. Year 3: 1/1/16-12/31/16

2. ARTICLE 1: RECOGNITION: This list is only partial. It should include all coordinator positions. Some unit values on this list have changed; others not. “Organic Farm Certification” should be lined out. See below.

   A. 1.3.1: The Parties agree to the correction to units and Coordinators list as follows:

   Coordinator of AutoTech/Auto Collision Repair Tech…… 2.0 TU (Teaching Units) per semester
   Coordinator of Dental Assist. Program ...... 3.0 TU (Teaching Units) per semester
   Coordinator of Early Childhood Ed. ............ 3.0 TU (Teaching Unit) per semester
   Coordinator of Environmental Landscaping, Organic Farm Certification …… 3.0 TU (Teaching Unit) per semester
   Coordinator of ESL Lab .......................... 2.0 TU (Teaching Units) per semester
   Coordinator of Medical Assisting.. ............... 3.0 TU (Teaching Unit) per semester
   Coordinator of English WC and OWC Labs.............. 3.0 TU (Teaching Units) per semester
   Coordinator of Emergency. Medical Tech (EMT) 2.0 TU (Teaching Unit) per semester
   Coordinator of ESL Noncredit ..................... 3.0 TU (Teaching Units) per semester
   Coordinator of Math Sci. Lrng Ctr. KTD ... 1.0 TU (Teaching Unit) per semester
   Coordinator of Multimedia Studies Prog. .. 1.0 TU (Teaching Unit) per semester
   Coordinator of Kinesiology……… ... 2.0 TU (Teaching Units) per semester

   B. No other revisions to Article 1.
3. **ARTICLE 3: WAGES:** Attached are three spreadsheets on Wages, one for each year of the agreement.

   A. MCCD and UPM agree to forgo Contract negotiations from 7/1/13 to 12/31/13 and to begin new 3-year Contract starting 1/1/14, henceforth based on calendar year.

   B. The members covered by the new salary schedule, including the retroactive pay to 01/01/2014, are all those who were district employees as of 1/1/15.

   C. A step 24 is added to the Salary Schedule as of 1/1/15, the beginning of year 2 of the contract.

   D. The agreed-upon raises for the period of the contract are as follows:

1. Year one (1/1/14-12/31/14) Applicable only to unit members employed as of 1/1/15:
   a. Step 3 is the new Step 1 (additional steps 20 & 21 added to keep schedule at 21 steps); Steps 22 & 23 are added to the schedule.

   • i.e. FT, PT-credit & PT-noncredit salaries go up the value of 2 steps, including faculty at current steps 20 and 21.

   b. The salary at each step is recalibrated so that within each column the step increases are a fixed dollar amount.

2. Year 2 (1/1/15-12/31/15)
   a. Step 2 is the new step 1. FT, PT-credit & PT-noncredit salaries go up the value of one step; add additional new step (24) as per 1. B. above.

   FT faculty will move to a higher step July 1, consistent with CBA Article 3.8.6.1. PT faculty will be eligible to move to a higher step consistent with Articles 3.8.6.3 & 3.8.6.4. This is automatic and separate from the package. It was not used in calculating the value of the package or faculty percentage increases.

3. Year 3 (1/1/16-12/31/16)
   a. FT, PT-credit & PT noncredit faculty a 4% on schedule increase.

   FT faculty will move to a higher step July 1, consistent with CBA Article 3.8.6.1. PT faculty will be eligible to move to a higher step consistent with Articles 3.8.6.3 & 3.8.6.4. This is automatic and separate from the package. It was not used in calculating the value of the package or faculty percentage increases.
4. Children’s Center salaries shall increase at the average yearly raise as other Faculty salaries. (Child Center members’ salaries shall increase by an amount that is the average yearly raise received by full-time faculty in each year of the contract.)

5. 3.3: Compensation Formula: Unit Members Working in Non-Credit Service Programs.

The parties agree to correct the non-credit faculty compensation formula in summer session as shown in Appendix, “UPM/AFT Salary Schedule, effective 4/1/2011,” as shown below:

**Temporary Non-credit ESL Unit Members and All Other Temporary Non-credit Unit Members Working the Semester and Summer Programs On-Campus.**

Insert highlighted current formulas from the current Salary Schedule Appendix in to 3.3 as follows:

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

**Lecture:** First determine credit salary step and column. Then hours per semester divided by 425 350 rounded to 4 decimal places x 15 units = units. Then Annual Salary x # of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.
6. **ARTICLE 4: FRINGE BENEFITS:** Accepted UPM Counter on Benefits attached

   a. The District accepted UPM’s offer dated March 24, 2015, without revisions. See Attached.

7. **ARTICLE 5: LEAVES:**

   a. **5.2.8:** Accept language change: A unit member shall report an absence by calling or emailing the immediate supervisor or his/her designee one hour prior to the unit member's first assignment. **OK**

   b. **5.2.11:** Accept language change to: In the event a unit member is unable to contact his/her immediate supervisor, as required in Sections 5.2.8 and 5.2.9 above, he/she shall contact the appropriate Dean/Director or VP by phone or email. **OK**

   c. **5.2.13:** Accept language change to: Unit members may voluntarily donate up to five (5) days of their accumulated sick leave days per year to the UPM Sick Leave Bank for use by other unit members who have a catastrophic illness/injury. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, he/she must contact the Human Resources Department to verify the number of accrued sick leave days they have available and must put in writing to the Human Resources Department the request to transfer days as stipulated above (Forms F 5.2.13 (a) & (b)). **OK**

   D. **5.2.15:**

   i. Accept language change to (a) In the event of the diagnosis of a terminal illness of a spouse/partner, child or parent of a unit member and the unit member has exhausted the personal necessity days allowed in Articles 5.2.14 and 5.4 of the CBA, the unit member is entitled to twenty-five (25) days of accrued sick leave to his/her assigned time, in order to care for the spouse/partner, child or parent. **OK**

   ii. Accept language change to (b) To use this leave, the unit member must submit to Human Resources, verification from a physician of the terminal illness. **OK**

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

F. **5.4.2**: Accept language change to: (a) Death or serious illness of a unit member's immediate family or household member. OK

G. **5.4.4**: Accept language change to: Approved absence for personal necessity beyond a twelve (12) day period, not to exceed an additional six (6) days, shall be subject to salary deductions in the amount required to pay substitute teachers. After the additional six (6) days, the unit member may apply per 5.4.3 for an unpaid extended personal necessity leave OK

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

5.5.3.1 The District shall provide $30,000 $45,000 for each fiscal year for approved conference and honorary leave travel costs.

5.5.3.2 (a) The District shall provide $15,000 for each fiscal year for substitutes for all approved conference and honorary leaves. (b) Effective February 27, 1996 any excess balance of the PAC substitute budget shall be transferred to the PAC travel budget during each fiscal year based on utilization of the substitute budget. It is understood by the District and UPM that the rate for calculating compensation for substitutes for the purposes of this Article is the current stipend rate. The amount transferred to the PAC travel budget will be used to compensate unit members whose travel was approved by PAC, but who were not compensated because the travel budget was depleted. PAC will keep a prioritized list of the unit members and award them the remaining funds in accordance with Article 5.5.3.3 of the CBA. Any funds remaining in either the PAC substitute budget or PAC travel budget, after all approved travel taken during the fiscal year has been reimbursed within the sixty (60) calendar day limit under Article 5.5.3.8, will not be carried forward to the next fiscal year. OK

5.5.3.3 Travel Award Schedule. The PAC shall award conference money for travel expenditures (including meals) to all approved conference leaves not to exceed $1,000 $1500 per year per unit member. (a) All requests are subject to the availability of monies contained in 5.5.3.1 and 5.5.3.2. OK

(b) No individual shall receive more than $1,000 $1500 cumulative total of conference/travel fund dollars (excluding substitute dollars) during the fiscal year. OK

H. **5.5.7**: Accept language change: The PAC does not award travel funds to unit members requesting leave for District-directed travel. However, the PAC shall review all unit member requests regardless of funding source and forward them to the supervising Director/Dean/Vice President for signature. OK

I. **5.6.2**: Accepts language change: An application for sabbatical leave shall
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be accompanied by a statement of program which the applicant proposes to follow while on leave including sufficient detail for evaluation and comparison with other applications (Forms F 5.6.2 (a) & (b)). Per article 5.6.8.3 and 5.6.8.4. OK

J. 5.6.8.4: Accept current sabbatical contract in UPM Appendix F5.6.2 (a), 7 as compliance with EdCode regarding return to service from a sabbatical. OK

K. 5.6.10: Accept language: A unit member returning from leave shall file a report with the Sabbatical Leave Committee within one semester of his/her return. The nature of the required report shall be determined by the purpose and type of the sabbatical leave, and shall be discussed with the Sabbatical Leave Committee before the leave is taken. This report shall be retained in the Sabbatical Leave Committee's files. At the unit member's request, the report shall be included in the unit member's personne file. This report shall also be retained in the VP Student Learning/District files and shall serve as a record of professional growth on the part of the unit member and the unit as a whole. (See Form G-7a/b) Upon request by the President or designee, and at a mutually convenient time, the unit member shall present their sabbatical leave report to the Board of Trustees. When formal college credit has been earned during a sabbatical leave, an official transcript shall be supplied by the unit member to the District. OK

L. 5.9: Accept language change: Every unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if one-way travel in excess of 300 miles is required on account of the death of any immediate family member. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Agreement. Members of the immediate family are mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member. OK

M. 5.10: Accept language change: Military Leave Uniformed Services Employment and Reemployment Rights Act (USERRA)

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

The District is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to unit
members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may take up to five cumulative years of leave under this policy.

Advance notice of military service and a copy of service orders are required. Unless military necessity prevents such notice or it is otherwise impossible or unreasonable, notice must be provided within 30 days of active service.

Military leave will be unpaid. However, employees may elect to use accrued paid time off for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Health insurance coverage will continue until the end of the month following the month in which the employee last worked. The employee will be required to pay his or her normal employee share of the premium during this time. After this period, the employee has the right under COBRA to elect continuing group health insurance, at the employee’s expense, for up to 24 months following separation from employment.

An employee who takes leave under this policy will be eligible for reemployment, provided that the employee was honorably discharged from military service and provides discharge documentation.

A returning employee must seek timely reinstatement depending upon the length of the military service, as follows, or defined by applicable state law:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Time Limit for Seeking Reinstatement</th>
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</thead>
<tbody>
<tr>
<td>Less than 31 days</td>
<td>By the start of the first work day that begins at least eight hours after the completion of service</td>
</tr>
<tr>
<td>31 to 179 days</td>
<td>No later than 14 days following the completion of service</td>
</tr>
<tr>
<td>180 days or more</td>
<td>No later than 90 days following the completion of service</td>
</tr>
</tbody>
</table>

An employee who is hospitalized for an injury or illness incurred or aggravated during military service will have up to two years following the completion of service to submit an application for reemployment to Human Resources.
Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Reemployment Position(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 or fewer days</td>
<td>Position that the employee would have held if employment had not been interrupted by military service; or</td>
</tr>
<tr>
<td>More than 90 days</td>
<td>Position that the employee would have held if employment had not been interrupted by military service; or</td>
</tr>
<tr>
<td></td>
<td>A position of like seniority, status and pay for which the employee is qualified, with or without reasonable efforts by the District to help the employee become qualified.</td>
</tr>
</tbody>
</table>

O. 5.13.2: Accept language change: Any period of actual disability connected with the above conditions shall be treated as any other disability, and any accrued sick leave or other salary continuance benefits shall be available to the unit member. Disability shall be defined as a period during which the unit member is unable to perform job-related duties. Upon request by the District the unit member shall submit verification of the disability by a licensed health care provider. **OK**

O. 5.13.3: Accept language change to: The period of disability as defined above shall be determined by the unit member in consultation with the unit member's licensed health advisor. The District may, at its option, obtain opinion(s) of other licensed health care providers. **OK**

P. 5.13.4: Accept language change to: Any period beyond, or in addition to, a period of disability, as defined in 5.13.2 during which the unit member wishes to remain away from the job, shall be treated as an unpaid leave of absence. **OK**

Q. 5.18.2 (b) 1.: Accept language change to: Family member includes spouse (husband or wife), domestic partner, parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult  children and legal wards). **OK**

R. 5.18.8: Accept language Married or Non-married Domestic Partner Employees: If both spouses/domestic partners are employed by the
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District, the leave for both employees is limited to 12 weeks each for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, such employee is entitled to 12 weeks of leave. OK

S. 5.18.9: (a) The unit member shall provide to the District medical certification of the serious health condition of a child, spouse/domestic partner or parent and a statement that the serious health condition requires the participation of a family member to provide care. OK

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

8. ARTICLE 6: TRANSFERS AND ASSIGNMENTS

a. 6.19: Accept addition of new faculty title “Professor Emeritus/Emerita.” OK

9. ARTICLE 8: WORKLOAD

a. 8.4: Accept language change: A course or service scheduled on Saturday shall be assigned to a permanent/probationary unit member only if he/she agrees. OK

B. 8.5.1:

i. Accept addition of “non-credit instructors” in 8.5.1 Full-Time Credit and Noncredit Instructors. OK

ii. In subsection (a), revise four hours per week to state 2 office hours in office and 2 hours held virtually. OK

C. 8.11:

i. Accept proposed changes in language for non-credit semester:

8.11 Teaching Load in the Noncredit Semester Program

Unit members working as full-time instructors in the semester noncredit program shall work 37.5 hours per week for 35 weeks of the academic year with 20 of the 37.5 hour work week to be assigned for a total of 700 Lecture/875 Laboratory hours, except as otherwise provided for in Article 8 of the CBA (e.g., release and reassigned time, etc.). The District and the Union agree that the total yearly hours for a full-time noncredit instructor teaching a semester program shall be seven hundred (700) for lecture and eight hundred and seventy-five (875) for laboratory.
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Full-time noncredit instructors shall teach twenty (20) lecture hours, or twenty-five (25) noncredit laboratory, studio, or activity hours within a 37.5 work week, for 35 weeks of the academic year. In addition, all noncredit full-time instructors shall meet contractually mandated flex time obligations and office hours (four hours weekly). OK

ii. Accept correction to non-credit faculty compensation formula in summer session (refer to the semester formula for this purpose shown in 3.3, above) OK

D. 8.12.2: Accept proposed deletion to

#2: O K F. Personnel

2. The Department Chair shall serve as the instructor of record for the Independent Study program and be responsible for signing all required forms. The Department Chair may delegate the actual instructional supervision to unit members within the discipline/department.

10. ARTICLE 9: CALENDAR

a. 9.2: Accept changes to 2014/15 Academic Calendar and 2015/2016 Academic Calendar (see www.marin.edu). OK

11. ARTICLE 13: BOARD/AGENT RELATIONS

a. Addition of new sub-article 13.17: “Labor-Management Committee” as follows:

(All UPM’s 3/24/15 additions and deletions that were accepted by the MCCD are not delineated. Underlining and strikeouts indicate MCCD’s additions and deletions presented in its Counter of 3/24/15 that were accepted by UPM):

UPM and MCCD agree to the formation of a Labor Management Committee with the role to update and clarify the contract. The LMC will make recommendations, only by consensus, to the bargaining teams. LMC will commit to meet monthly and set a calendar of meetings to review and make recommendations to all articles within the 3-year term of this contract. The make-up of the committee shall be at the discretion of the respective unit—MCCD or UPM. Any recommendation of the Committee shall be non-binding. UPM and MCCD retain the right to bring into any LMC meeting as many “resource people” as it deems appropriate. UPM and MCCD shall have the right to have a dedicated note taker present at all LMC meetings.
UPM LMC members shall not be compensated by the District at the stipend rate. The Union is concerned that this process could be misused, and prove inimical to the negotiations. Since this process is new, the Union proposes that the parties agree to form a Labor Management committee for a trial period of seven months through the end of this contract term. At the conclusion of that trial period, unless extended by the parties, the committee shall be dissolved. OK

12. OTHER

a. UPM and MCCD entered into a MOU for 2015/2016 SERP as follows:

MCCD agreed to contribute 65% of the employee’s base salary into a fixed guaranteed annuity per the current salary schedule for faculty retiring on December 31, 2014 with an effective plan date of January 1, 2015; to contribute 65% of the employee’s base salary into a fixed guaranteed annuity per the current salary schedule for faculty retiring on June 30, 2015 with an effective plan date of July 1, 2015; to SERP eligibility criteria: 55 years of age and 7 years of service by June 30, 2015; to allow Unit members who elect to participate in the SERP to have “return rights” as follows: Unit members who elect to retire on December 31, 2014 will have return rights for two semesters (fall semester of 2015 and spring semester of 2016); Unit members retiring on June 30, 2015 will have one semester of return rights and may return in the spring semester of 2016. The District Agrees that Unit members will have preferential treatment of available part-time units in the discipline(s) from which the unit member retires, not to exceed six (6) instructional and non-instructional units per semester. UPM and MDDC agree that SERP retirees will re-enter at Step 14. Unit members eligible for SERP shall include: All eligible full-time unit members on Reduced Load, All eligible unit members on Sabbatical Leave, All eligible members of Phased-in Retirement, All eligible full-time permanent unit members. OK

b. Reimbursement of faculty: UPM and MCCD entered into a MOU dated July 17, 2014 for reimbursement of faculty who were incorrectly placed on the salary schedule for new hires for Spring Semester 2012. The parties agreed that MCCD will reimburse each faculty member shown in the attachment to the MOU (Exhibit A) in the amount the faculty member reimbursed the District as shown in column F in the attachment, no later than the September 2014 payroll. The parties agree that no other reimbursement is due for the incorrect placement of the faculty shown on the attachment (Exhibit A). This MOU will not change the current placement on the UPM Salary schedule of the affected employees shown on the attachment to this MOU. OK