

# **AGREEMENT**

**BETWEEN**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**AND**

**SUPERVISORY EMPLOYEES' UNION  
S.E.I.U. LOCAL 721**

**July 1, 2011 – June 30, 2014**

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**PREAMBLE**

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The Los Angeles Community College District Board of Trustees, together with its administrative staff and representatives (hereafter referred to as “District”) and the Supervisory Employees’ Union, Local 721, together with its officers and representatives (hereafter referred to as the “Union”) hereby enter into this Agreement in a spirit of mutual commitment to enhance welfare, excellence, and prestige of the Los Angeles Community College District, and join in dedication to the students and community we are pledged to serve.

The District and the Union shall strive to promote a collegial and non-hostile work place for all District employees.

Further, the District and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, political beliefs, political activities, political affiliations, marital status, or disability as defined by the Americans with Disabilities Act. The District and the Union agree to comply with all federal and state laws regarding non-discrimination.

Employee concerns regarding discrimination, retaliation, and hostile work place should be brought to the attention of the appropriate Vice President or compliance officer for investigation and remediation, which could include the use of a mediator.

Reprisals of any nature shall not be taken against employees for exercise of their union rights.

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**ARTICLE 1                      RECOGNITION**

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The District recognizes that the Union was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular full-time and regular part-time classified employees of the District who are assigned to classifications in the Supervisory Unit, as enumerated and listed in Appendix A and modification thereto in accordance with PERB Regulations. The District is committed to protecting the integrity of the Supervisory Unit represented by SEIU Local 721 under the principles of collective bargaining.

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**ARTICLE 2                      AGREEMENT**

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- A. The Articles and Provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Union.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- C. The Provisions of the Agreement shall be effective on the date approved and executed by the parties, except as specifically provided otherwise in this Agreement and shall continue in full force and effect until June 30, 2014.

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**ARTICLE 3****MANAGEMENT RIGHTS**

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- A. The District has all the customary and usual rights, powers, functions, and authority established in California Government Code Section 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision, and control of the District's operations, working force and facilities are vested in the District. Except to the extent limited by the specific and express terms and conditions of the Agreement, the right to select, direct, and control the District's business operations and working force; to hire, classify, assign, evaluate, suspend, transfer, lay off, to discipline or discharge employees; to determine the means and methods by which work is to be performed; to determine job classifications and standards of performance; to introduce or discontinue any programs or facilities, including the right to contract out work performed by employees covered by this Agreement; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement or Education Code, are all vested in the District.
- B. It is further understood and agreed that all rights heretofore exercised by, or inherent in the District, not expressly contracted away by the terms of this Agreement, are retained solely by the District; and that should the District fail to exercise any of said rights or exercise them in a particular manner, it shall not be deemed to have waived such rights or be precluded thereafter from exercising them in some way or manner.
- C. The Board of Trustees may legally delegate or assign any District rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.
- D. This Article shall not preclude negotiation on the effects of layoff as provided by PERB rulings and any court of competent jurisdiction.
- E. Effect on Grievance Procedure: The contractual rights of the Union and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article.

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**ARTICLE 4****RENEGOTIATION, SEVERABILITY, AND WAIVER**

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- A. In the event either party hereto desires to negotiate a successor agreement, such party shall serve the other, not before six (6) months prior to the expiration date of the Agreement, a written request to commence negotiations as well as an initial written proposal for such successor agreement. Upon receipt of such written notice and proposal(s), negotiations shall commence not later than ten (10) working days after all conditions of Government Code Section 3547 are met. Both parties agree to comply with State and/or Federal Laws. The District shall implement the request for renegotiation in a timely manner.
- B. If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrain shall not be affected thereby. In the event of invalidation of any Article or Section of this Agreement as indicated above, and in the event the Article or section may legally be replaced, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement.

- C. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.
- D. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- E. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that Article 4 2 they negotiated or signed this Agreement. This Article shall not be subject to the grievance provisions of Article 19.

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**ARTICLE 5                      UNION RIGHTS**

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- A. The Union shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulations, and the right to use institutional facilities and equipment provided that such use not interfere with nor interrupt normal District or campus operations nor shall use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Union. (Refer to Government Code Section 3543.1)
- B. The Union shall be entitled to a representative at all Board meetings and shall be allowed to speak on any item of any agenda in accordance with existing Board Rules. The Union shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- C. The District shall furnish to the Union, upon request, all available information that is available to the public concerning items affecting the unit. Such information may include but not be limited to financial reports and audits, rosters of all unit personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the District, together with information which may be necessary for the Union to process any grievance or complaint.
- D. The District shall furnish the Union on a monthly basis a list of all names, telephone numbers and addresses of employees assigned to the unit, as well as, the names of those newly employed, terminated or transferred to a different District location.
- E. Cost of printing copies of the Agreement shall be shared equally between the District and the Union. One copy of the Agreement shall be furnished by the Union to each covered supervisory employee. The District shall provide copies to the management. The Agreement shall be posted on the District Web site.
- F. Union Conference Attendance. The District shall grant conference attendance with pay but without expenses up to but not to exceed the equivalent of five (5) consecutive working days for three (3) employees, designated by the Union, for the purpose of attending the union conferences, provided that no more than one employee is absent from any office or operational unit for such purpose.

- G. The District shall recognize the structure of the Union as being a Chapter Board consisting of a President, two Vice Presidents, Treasurer, and Secretary elected by the Union members from the colleges and the District office.

A reasonable number of shop stewards, not to exceed one (1) steward per shift per location, shall be designated by the union in writing or by email; such list shall be provided to Employer/Employee Relations on or before July 1 of each year. Additions to or deletions from the list shall be reported in writing or by email to Employer/Employee Relations in writing as they occur.

The District shall grant 0.50 FTE and an additional 1400 hours of released time annually, with pay, to Supervisory Unit members to be allocated by the Union among its officers and shop stewards. Additional time shall be granted upon request for negotiations team meetings.

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**ARTICLE 6                      ORGANIZATIONAL SECURITY AND DUES CHECK OFF**

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- A. Section C., “Agency Shop” and all provisions contained therein shall be effective within thirty (30) days from the affirmative vote of the majority of the employees who vote in the Supervisory Unit. This vote may be conducted simultaneously with the vote to ratify any amendments to this contract or ratify the entire contract.

**B. Dues Check Off**

1. Upon the written individual authorization of any employee in the Supervisory Unit, the District agrees to deduct ten (10) times per year, dues as may be specified by the Union.
2. The above-mentioned deductions, together with a written statement of the names and the amounts deducted, shall be forwarded within thirty (30) days of the close of the pay cycle to the Union’s office.

**C. Agency Shop**

The District shall deduct and make appropriate remittance to Local 721 all dues and/or service fees as regulated by the dues structure of Local 721, within thirty (30) days of the deduction, in accordance with the following:

1. The District shall deduct union dues for those unit members who have the appropriate union dues deduction card on file with the Disbursements Branch of the Business Services Division.
2. The District shall deduct amounts equivalent to union dues for all members of the unit who do not have a union dues deduction card on file with the Disbursements Branch of the Business Services Division.
3. Unit members who object, on religious grounds, to paying union dues or agency fees shall apply to Local 721 for exemption to Section C.1.a. or C.1.b. above. If the exemption is agreed upon by Local 721, the District shall deduct the equivalent of union dues and pay that sum to one of the non-profit charitable organizations approved by the District for payroll deductions.
4. Management and confidential employees with additional assignments covered by this Agreement shall not be required to pay union dues or agency fees.

5. The District shall not be liable to Local 721 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. Local 721 agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article, or, in reliance of any list, notice certification or authorization furnished under this Article. Local 721, in addition, agrees it should refund to District any sums paid to it in error.

#### **D. COPE**

Each member of the Supervisory Unit shall be entitled to payroll deduction for membership dues to S.E.I.U. Local 721. The District in accordance with law or mutual agreement of the parties shall remit additional deductions. Such deductions shall include Committee on Political Education (COPE). Local 721 shall calculate the amount and advise the District of that amount to be withheld in each particular case. Such deduction becomes effective as soon as it is administratively feasible.

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### **ARTICLE 7                      HOURS AND OVERTIME**

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#### **A. Workweek and Workday**

1. The normal week shall consist of not more than five (5) consecutive days and not more than forty (40) hours per week, Sunday through Saturday. The regular workday shall consist of not more than eight (8) hours per day. Nothing in this Article shall be deemed to restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District.
2. Nothing in this Article shall be deemed to bar the District from establishing a workweek of less than forty (40) hours, or preclude District from establishing a four-day week for any or all employees.
3. Employees' daily hours of work and shift shall be established at the discretion of the District to meet the operational needs of the District.
4. For the purpose of computing hours worked, time during which an employee is excused from work because of holiday, vacation, or paid absences, shall be considered as time worked by the employee.
5. Nothing contained in this Article shall be construed as a guarantee by the District of a certain number of paid hours per day, or days per week, or weeks per year.
6. The District shall make every reasonable effort to provide employees with advance notice of scheduled overtime. Where such advance notice is not possible or feasible, the District shall make reasonable efforts to consider employees' schedule problems.
7. An employee's shift may not be changed permanently unless he/she is given twenty (20) working days advance written notice, unless unforeseen circumstances prevent such notice. A permanent shift change is a change which will continue beyond twenty (20) working days.



## B. Overtime

1. Overtime shall be compensated as either cash payment or compensatory time off at a rate equal to time and one-half the regular rate of the employee who worked overtime. If compensatory time off is granted in lieu of cash payment, such compensatory time off shall be taken by the employee before the end of the fiscal year in which the overtime was worked.
2. Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1 ½) times the regular rate of pay, or compensatory time off, for work authorized and performed in excess of eight (8) hours in one day and in excess of forty (40) hours in any workweek.
3. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
4. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
5. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.
6. Nothing in this section shall be deemed to bar the District from requiring the employee to work overtime.
7. Call Back: Full-time employees who are called back to work, after leaving the work site, outside their regular work hours, shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate.
8. Assigning Overtime. Whenever classified employees in a department or office are assigned to work overtime, the overtime needs shall be reviewed by the vice president in charge or designee and the employees' immediate classified supervisor and to the extent necessary or practicable, the classified supervisor shall be granted overtime to oversee the work of the classified employees. When two or more supervisors are assigned to the same office or unit, an effort shall be made to rotate overtime assignments among the supervisors. (As per TA 08/27/07)

## C. Lunch Break and Rest Periods

1. Lunch Break. All employees covered by the Agreement who work four (4) hours a day or more shall be provided an uninterrupted daily unpaid thirty (30) minute or one (1) hour lunch break to be scheduled at approximately the halfway point of their work schedule. Unless the employee is relieved of all duty during the specified lunch break, such break shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty.

2. Rest Periods. All employees who work four (4) hours or more but less than seven (7) hours a day, shall be granted a fifteen (15) minute rest period. All employees who work seven (7) hours or more a day shall be granted two (2) daily fifteen (15) minute rest periods. Such rest periods shall not be taken during the first or last hour of the assignment. The rest periods shall not be used to lengthen the lunch break or to shorten the workday.

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## ARTICLE 8

## LEAVES AND ABSENCES

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### A. General Provisions

1. Leave and Absence Defined. Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service, unless the employee's service would otherwise have been terminated. Leaves are either "permissive" or "mandatory". As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.
2. Rights Upon Return. An employee returning from a leave of one hundred twenty (120) days or less will be returned to the location from which the leave was taken, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class.
3. Restrictions. An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section I of this Article. A continuous period of absence or leave shall not exceed one (1) year without a return to active duty, except provided in Section K, Miscellaneous Leave; Section H, Industrial Accident Leave; Section L, Peace Corps, Red Cross, or Merchant Marine Leave; Section J, Military Leave, and Section G, Illness Leave, of this Article.
4. Applications. Applications for permissive leaves of absence must be submitted on or before the dates established by this Article or if not indicated at least ten (10) working days in advance of the commencing of the leave. Exceptions may be made at the sole discretion of the District. Applications for leaves of absence for a period of more than twenty (20) consecutive working days shall be made on a prescribed District form and shall indicate the beginning and ending dates of the requested leave and the reasons for the request.
5. Notification Requirements.
  - a. Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification shall not be later than the first half hour of the first day of absence except in unusual circumstances. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written notification covering the period of absence to the appropriate supervisor no later than the third (3) day of absence.

- b. All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.
6. Cancellation or Early Return from Leave. A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless an employee other than a substitute has been assigned. Exceptions may be made at the sole discretion of the District.
7. Expiration of Leave. Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for one hundred twenty (120) days or more, or five (5) days before expiration of a leave for twenty (20) days but less than one hundred twenty (120) days, the employee should make every effort to notify the Personnel Office of his/her intention to return, or request an extension of leave, if eligible. Unless such notice is given or if notice is given and the employee's request is denied, failure to return to work upon expiration of the leave may be considered resignation from service.
8. Leave of absence may be revoked by the District when the good of the service may require it or when evidence shows that the absent employee is engaged in activities for which leave would not have been granted in the original instance.

Restrictions. Notwithstanding provisions to the contrary cited below, the length of any leave described herein shall not exceed the length of time an employee has been in regular, active, consecutive service with the District, with the exception of Military Leave.

9. Health Examination.
  - a. If an employee is absent from duty because of illness or injury for more than five (5) consecutive days, the employee must, before returning to duty, submit a written medical clearance and verification of illness or injury from his/her own attending physician. Said verification and clearance must be submitted to his/her immediate supervisor (administrator) immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance at any time the District deems necessary.
  - b. An employee shall be required to report for a health examination to the District's Employee Health Service when, in the judgment of his/her supervisor, the apparent health condition of the employee warrants it. If the report of the physician shows that an employee in service or returning to service is not medically qualified to perform his/her duties, the employee may be required to take sufficient leave to rehabilitate himself/herself. Written notice of non-approval and the reason therefore shall be provided to the employee together with information concerning the employee's right to appeal to the Office of Employee-Employer Relations for an Administrative Review.

## **B. Casual Absence/Annual Physical**

1. Division heads, college president, or their designated representatives may grant to employees permission to be absence without loss of salary parts of a day not exceeding one-half (1/2) day when good reason for such absence exists, provided that this power shall not be construed to mean a right to reduce the established number of working hours per month of the employee; and provided further that in no case shall the work of the department be materially retarded by the granting of such absence.

2. Subject to the conditions of Paragraph 1., division heads, college presidents, or their designated representatives shall grant employees permission to be absent without loss of salary for not more than one full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided the results of such examination are submitted to the Employee Health Services on a designated form.
3. Subject to the conditions of Paragraph 1., division heads, college presidents, or their designated representatives shall grant all SEIU 721 member employees permission to be absent without loss of salary for not more than one-half day (four hours) for the purpose of obtaining a comprehensive eye examination not more than once per year. The examination shall be performed by an optometrist or ophthalmologist. The results of such examination shall be submitted to the Employee Health Services on a designated form. Employees will be able to use casual leave whether or not their exam and coverage qualify under "Operators" in Article 23.B.3 and Article 23.C.7.
4. It is not the intention of the Union or the District that casual absence be denied in a blanket basis by a unit supervisor.

### **C. Assault and Battery Leave**

1. Definition. An Assault and Battery Leave is a type of industrial accident leave; it is granted for absences because of an injury from an assault and/or battery that was directly related to the performance of duties but is considered to be above and beyond the normal risks expected by an employee of the District. The determination of whether or not the absence is due to an assault or battery is the responsibility of the Division of Human Resources.
2. Length of Leave. Paid leave shall be granted from the first day of absence resulting from assault and/or battery, but paid leave shall not exceed one (1) calendar year.
3. Extension of Leave. If unable to return at the end of a calendar year, an employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.
4. Compensation. When an employee is absent because of such assault and/or battery, the employee will be paid his/her salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one (1) year provision, compensation is paid under the same provisions as apply to other industrial accidents.
5. Report to Law Enforcement Agency. It is the duty of any employee who is attacked, assaulted, or menaced by any person and the duty of any person under whose direction or supervision such employee is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred.

### **D. Bereavement Leave**

1. Employees shall be entitled to fully paid Bereavement Leave of three (3) days or five (5) days, if out-of-state travel or more than 200 miles of travel, one-way is required on account of death in the immediate family. Immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee, friend living in the same domicile, any other person closely related by blood or marriage who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received.

2. Bereavement Leave not to exceed three (3) working days may be granted in case of death of aunt, uncle, first cousin, or close friend. Bereavement Leave allowed under the provisions of this paragraph requires approval by the appropriate administrator who shall determine the amount of leave of absence with pay to be granted.
3. In order to receive payment for Bereavement Leave, the employee shall, upon request, provide documented verification of death. The District has the right to investigate where there is doubt as to the relationship.
4. Bereavement Leave must commence and end within ten (10) calendar days after the demise or after the date the employee is notified of the date of the funeral.
5. A permanent employee may interrupt or terminate a vacation period in order to take Bereavement Leave.
6. The employee shall give, to the extent practicable, his/her immediate supervisors prior notice of his/her intent to take Bereavement Leave.

**E. Court Subpoena Absence**

1. An employee covered by this agreement other than a litigant in the case, who is necessarily absent because of his/her appearance in response to a subpoena shall have no deductions made from his/her salary on account of such absence. Witness fees shall be collected by the employee and remitted to the District.
2. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena absence occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned workday or week, when his/her presence is not required pursuant to said subpoena.

**F. Family Illness Leave**

1. **Definition.** A family illness leave is one granted to an employee who is needed at home because of the illness of any person related by blood or marriage or whose domestic relations are close or who is a close friend and lives in the same domicile. This is a mandatory leave. If an employee is eligible, the medical benefits described in Article 8, Section R, Family and Medical Leave, shall be applied concurrently.
2. **Requirements.** Employee must have permanent status in the District on the effective date of the leave. Employee must provide written medical verification of the need for the leave.
3. **Length of Leave.** Leave shall not be granted for more than one (1) year at a time for a maximum of two (2) years.
4. **Compensation.** No salary will be paid by the District for the period of the leave.
5. **Effects on Benefits.** No credit is allowed for any benefits for time spent on family illness leave. Employee may pay his/her own premiums for medical/hospital, dental and group life insurance.

## G. Illness Leave

1. Definition. Illness is defined as any pronounced deviation from a normal healthy state which makes it disadvantageous to the District and/or detrimental to the employee for him/her to be at work. This definition shall include emergency medical, dental, optical, and prosthetic work.
2. Requirements. A new employee must render service before being entitled to illness leave.
3. Compensation. An employee who is absent from duty on account of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions:
  - a. Each employee who receives an initial regular appointment will be credited as of the date of his/her appointment with twelve (12) working days of full-pay illness leave and 88 days of half-pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and 90 half-pay days of illness-leave for all employees assigned to other than a twelve (12) month position.
  - b. An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) days of full-pay illness leave until the first day of the pay period after completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.
  - c. Thereafter, he/she will be credited annually with twelve (12) working days of full-pay illness leave and up to 88 working days of half-pay illness leave if he/she is assigned to a twelve (12) month position, or ten (10) working days of full-pay illness leave and up to 90 working days of half-pay illness leave if he/she is assigned to other than a twelve (12) month position, as of the first date of the pay period in which July 1 falls.
  - d. There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges, and the balance shall appear on the pay warrant stub each pay period when current stock is depleted.
4. No half-pay illness leave shall be allowed until after all full-pay illness leave is exhausted.
5. The number of working days of half-pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and 100 days, provided that the accumulated working days of full-pay illness leave are less than 100 days.
6. A day of paid illness leave for an employee assigned to a position for less than eight (8) hours a day or forty (40) hours a week shall consist of the number of hours in his/her basic daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits.
7. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.
8. Employees who are absent because of illness or injury resulting from industrial accidents or industrial illness qualifying under provisions of Workers' Compensation shall be allowed illness leave as provided in Section G., Industrial Accident Leave. Employees who have not completed their initial probationary period and are absent because of industrial accident shall receive whatever paid illness benefits as may be provided by other sections of this Article, within the limitations set forth in Section H., Industrial Accident Leave.

9. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.
10. When a regular employee, whose regular assignment is on other than a twelve (12) month assignment basis code, is assigned during the summer as a relief, substitute, or provisional employee, the employee shall be allowed to take illness leave with pay during such summer assignment(s) in accordance with the limitations set forth in the previous paragraphs of this Article.

Nothing in this paragraph shall be interpreted to permit such employees to receive illness leave in excess of the limit established in the preceding paragraphs of this Article.

11. An employee who is absent on account of illness or injury shall sign, on the prescribed form, a statement that such absence was due to illness or injury. Compensation for illness leave shall be paid only when the employee's supervisor certifies on the prescribed form that such absence was on account of illness or injury. Such official may take steps necessary to verify the validity of the illness leave. Upon obtaining such verification, he/she shall complete the required certification.

If the employee is absent because of illness or injury for more than five (5) consecutive days, the employee must submit a certificate from a licensed physician or other recognized practitioner certifying such absence to have been on account of illness or injury. Nothing in this paragraph shall be construed to limit management from requiring such certification for less than five (5) days, when it appears to management that the employee is attempting to abuse the illness leave privilege.

In any case when an employee is incapacitated and unable to sign the prescribed form, the Division of Human Resources may approve an Illness Leave without the employee's signature.

12. In order to receive compensation while absent on illness leave, the employee must notify his/her immediate supervisor of his/her absence within the first half-hour of each day's absence, if possible. Further, he/she must submit the appropriate illness leave form(s) and physician's certification, if required, upon return to service.

When an employee intends to be or is absent because of illness or injury for more than twenty (20) consecutive days, a formal Leave of Absence, subject to the approval of the Division of Human Resources, is required. The employee's college or division shall send application for such leave of absence to an employee who has been absent because of illness or injury for ten (10) consecutive days. Salary payments shall be withheld from an employee who has been absent because of illness or injury for more than twenty (20) consecutive days if formal Leave of Absence has not been approved by the Division of Human Resources.

13. If an employee has been absent on illness leave, he/she shall notify his/her supervisor at least one (1) day in advance of his/her expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day. An employee returning to duty shall also be subject to the provisions of Section A.9.
14. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.
15. An employee shall not be allowed to undertake any gainful employment during any part of a day that the employee has claimed absence due to illness or injury. This restriction shall apply to all hours of a twenty-four hour day, irrespective of the employee's assigned working hours. The employee shall

certify on the certification of illness or injury form that he/she was not gainfully employed during the period of illness or injury absence.

Notwithstanding the foregoing, the District recognizes that in certain unusual circumstances, an employee may be allowed to undertake gainful employment while on illness or injury absence from the District. However, employees who wish to engage in such employment during illness absence must first receive written approval from his/her immediate supervisor on each occasion of illness absence.

16. Fractions of hours shall not be reported for the purpose of this Article.
17. When a permanent employee has exhausted his/her full-pay illness credit, he/she shall, at his/her request, be allowed vacation pay in lieu of half-pay illness. In order to effect such a change, the employee shall notify his/her time-report office of the dates to be paid as vacation. The beginning date shall not be earlier than the date of which the request is made, and the number of days to be paid as vacation shall not exceed the employee's vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for illness leave.
18. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves may, upon the recommendations of the Division of Human Resources and the employee's division head or college president, be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six-month periods.  
  
The total of all paid and unpaid leave allowed starting with the initial six-month leave period shall not exceed eighteen (18) months.
  - a. Unless notified to the contrary within thirty (30) days, the employee may properly assume the leave has been granted.
  - b. Denial of the requested leave for medical reasons may be a basis for appeal for an Administrative Review by the Office of Employer-Employee Relations.
19. Upon return to service from such leave, an employee shall be restored to a position in his/her former class and, if possible, to his/her former position in the class. If no vacancy exists in his/her former class, he/she shall have the right to return to a regular position in the class provided that he/she does not have the least seniority in that class. If an employee's former class has ceased to exist, the employee may be reassigned or shall be placed on the reemployment lists for the classes in which he/she had attained regular status.
20. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.
21. Attendance Incentive Program. Upon approved application at the close of the fiscal year, if an employee has not been absent for that fiscal year, he/she shall be granted a \$150.00 award to be paid at the end of the second monthly pay period in the next fiscal year. Absences for this purpose do not include holidays and scheduled vacations.

For each pay period an employee has perfect attendance (no tardiness and no absence for any reason other than Jury Duty Leave, holidays and vacation scheduled in accordance with Article 12, Vacation,



Section H of the Agreement), his/her vacation balance shall be credited with 0.30 days of vacation, to an annual maximum of four (4) additional days.

## **H. Industrial Accident Leave**

1. General Provisions. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of this Agreement.
2. Paid Industrial Accident Leave.
  - a. A permanent employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from workers' compensation.
  - b. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. Such paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year.
    - (1) When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the year, in which the injury or illness occurred, for the same injury or illness.
    - (2) Allowable leave shall not be accumulative from year to year.
  - c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation. Days absent, while on paid industrial accident leave, shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
3. Illness Leave for Industrial Accident Purposes.
  - a. If the District's Employee Health Services determine that an employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on illness leave, provided he/she is eligible therefore.
  - b. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment when added to compensation without penalties from the workers' compensation fund. Accumulated half-pay illness leave shall be reduced by no more than eight hours for any one-day or no more than the employee's basic daily assignment.
4. Vacation Pay for Industrial Accident Purposes.

After all illness leave pay has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the workers' compensation fund.

5. Industrial Accident Leave Without Pay.

After the exhaustion of all accumulated paid leave privileges, an employee shall be eligible to be placed on an Industrial Accident Leave without pay, provided the employee submit satisfactory medical verification for such request. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.

6. Return to Service.

a. From Paid and/or Unpaid Leave.

(1) Upon return to service within one hundred twenty (120) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be returned to the same position from which he was assigned at the time the leave was granted. If his/her former position no longer exists, the employee shall be assigned to a vacancy in his/her former class. If no vacancy exists in his/her class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

(2) Upon return to service after one hundred twenty (120) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

(3) An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

b. From a Reemployment List. An employee on a reemployment list shall have the same rights and benefits as an employee laid off because of lack of work or lack of funds.

7. Reemployment List.

a. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

b. An employee who fails to accept an appropriate assignment after being medically approved by the District's Employee Health Services shall be removed from the reemployment list. Appropriate assignment is an assignment to the employee's former class at the time of layoff, in his/her former status and time basis, and in assignment areas in which the employee has made him/her available.

8. Compensation.

a. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Los Angeles Community College District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under

workers' compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who receives a salary differential other than a shift differential shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one accident or illness.

- b. During all paid leaves resulting from an industrial accident or industrial illness, the District shall issue to the employee appropriate warrants for payment of wages, loss benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Article.

## **I. Jury Duty Leave**

### **1. Responsibility of the District.**

Employees shall be granted a jury leave of absence with pay when necessarily absent from work because of a call for jury duty. In instances where jury service is not mandatory or is voluntary on the part of the employee, the provisions of this Article do not apply. Jury leave of absence shall be granted by the employee's division head, college president, or their designated representative, unless the employee works under the direct supervision of the Chancellor, in which case the Chancellor shall grant the jury leave.

### **2. Responsibility of the Employee.**

An employee receiving a call for jury duty shall:

- a. Notify his/her immediate supervisor as soon as possible after the receipt of a letter directing him/her to appear for qualification for jury service and/or a jury summons;
- b. Attempt to arrange to be absent at a time within the limits of the court order convenient to the Chancellor, division head, college president, or their designated representative, provided such absence does not conflict with the employee's scheduled and approved vacation period;
- c. Fill out all forms related to jury leave of absence prescribed by the District;
- d. Present a certification from the clerk of the court or other authorized officer indicating attendance and/or service rendered during each day of absence from work while on jury leave of absence;
- e. Collect all jury fees and remit them to the Disbursements Branch of the Los Angeles Community College District, except as follows:
  - (1) Any mileage fee may be retained by the employee;
  - (2) Jury fees earned on days for which the District does not pay the employee;
  - (3) When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to his/her daily gross earnings.
- f. Subject to the possibility of making reasonable travel arrangements, the employee must make himself/herself available to the District for work during the balance of his/her normal working day

or week when his/her presence is not required in court or elsewhere for jury duty. If the employee's regular assignment is to other than the day shift, the above requirements shall be fulfilled by making himself/herself available between the hours of 8:00 a.m. and 5:00 p.m.

3. Pay Provisions.

- a. Except as provided below, the number of hours, the time of day, or the days of the week during which an employee is required to be absent for jury duty shall not be the basis for any overtime or shift differential payment by the District. In addition, pay, upon proof of service, under this rule, shall not exceed two (2) weeks during any two (2) consecutive fiscal years. The remainder of jury service shall be unpaid, however, the Chancellor or the appropriate College President, shall have the authority to approve payment for State or Federal jury service beyond the two (2) weeks provided herein. Additionally, pay is limited to those days and hours for which the employee would otherwise have received pay for his/her assignment if not excused for jury duty. When an employee makes himself/herself available to the District for work as set forth in Paragraph 2.f. above, and is required to work more than eight (8) hours in one (1) day or forty (40) hours in one (1) week, including the hours or days for which he/she was absent from work or jury leave of absence, he/she shall be paid for overtime if eligible under other sections of this Agreement.
- b. No employee regularly assigned to a position entitled to a shift differential, shall lose such differential for the time spent on jury duty leave.

**J. Maternity Leave**

1. An unpaid Maternity Leave shall be granted to pregnant employees. The duration of such leave may be subject to approval of the Division of Human Resources upon review and recommendation of the District's Employee Health Services and the employee's attending physician. If an employee is eligible, the medical benefits described in Article 8, Section R, Family and Medical Leave, shall be applied concurrently.
2. For the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section G of this Article.
3. Application for Maternity Leave for a period of more than twenty (20) consecutive working days shall be made on a prescribed form to be used by the Division of Human Resources and shall indicate the beginning and ending days of the requested leave.
4. Employees returning from a leave of absence may be required to report to the District's Employee Health Services for a health examination.
5. Employees on Maternity Leave, may, upon their request, be returned to work prior to the expiration date of the leave granted but, in any case, shall be assigned to a position not later than the date following the leave granted, in accordance with Paragraph 3.
6. On return to service within one hundred twenty (120) working days, requests shall be granted to return to the same position to which assigned at the time the leave was granted. If the employee's former position has been filled on a regular basis, the employee returning from leave shall have the right to return to a regular position in the class. If there are no regular vacant positions, the employee may exercise bumping rights in the class, provided that the employee does not have the least seniority in that class.

## K. Military Leave

1. An appropriate Military Leave shall be granted to an employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this Section. As used in this rule, Military Leave means either a Temporary Military Leave or a Military Leave Other Than Temporary or both.
  - a. Temporary Military Leave. An employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or of the Naval Militia shall be granted a Temporary Military Leave while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty.
  - b. Military Leave Other Than Temporary. A Military Leave Other Than Temporary shall be granted to an employee who is ordered into active military duty as a member of a reserve component of the Armed Forces of the United States; is ordered into active Federal military duty as member of the National Guard or Naval Militia; or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States.
2. Vacation and Illness Privileges.
  - a. Vacation Privileges. Except as herein provided, no vacation privileges shall accrue during military leave. Vacation privileges already earned but not taken may be granted either prior to or after return from Military Leave in accordance with the vacation policy in effect at the time the vacation leave is taken. However, earned vacation shall be granted at the employee's request either prior to or after return from Military Leave Other Than Temporary. Vacation privileges as defined in Article 12 of the Agreement, accrue to an employee while on Temporary Military Leave.
  - b. Illness Privileges. Illness privileges shall accrue to an employee while on Military Leave but no illness leave shall be allowed during Military Leave.
3. Return to Position. An employee absent from the service of the District because of a Military Leave shall continue to accrue seniority credit during such absence. An employee returning from Military Leave shall, upon application made within one (1) year after cessation of war emergency or within six (6) months of prior completion of active military duty service, be returned to a position in his/her classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided that he/she returns within twelve (12) months after the first date upon which he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a less amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified. In the absence of such a vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of his/her application.
4. Compensation for First Calendar Month of Military Leave. Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid his/her salary or compensation as an employee of the District for the first calendar month of his/her military service while on a Military Leave exclusive of time not covered by his/her assignment basis code, providing the following conditions are met:

- a. The employee is on Military Leave after October 1, 1949, as a member of the National Guard or Naval Militia, or a member of a reserve component of the Armed Forces of the United States; or the employee is on Military Leave after July 16, 1951, as a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the Armed Forces of the United States.
  - b. An employee on Temporary Military Leave or on Military Leave Other Than Temporary must have been in the service of the District for a period of not less than one (1) year immediately prior to the date the absence begins. An employee on Temporary Military Leave may count all previous recognized military service in order to accumulate the required one (1) year in the service of the District. The one (1) year in the service of the District is not required in the case of an employee who is ordered into active military service as a member of the National Guard under a situation included within Section 146 of the Military and Veterans Code.
  - c. No more than the pay for a period of one (1) calendar month shall be allowed for any Military Leave or Military Leave involving continuous military service or during any one fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first calendar month of Military Leave after the applicable dates indicated in Paragraph 4.a. above. Fractions of less than one (1) month shall be paid on the same basis as if the employee had been in active service as a Board employee. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.
5. Under no conditions shall the rights, privileges, and benefits under this Article exceed those permitted by the Military and Veterans Code.
  6. Eligibility to Take Examinations. An employee shall be eligible to take examinations for which otherwise qualified during the time of military service. An employee on a Military Leave whose name appears on an eligibility list shall be certified for assignment to a position in the class during the life of any such list when and if his/her name is reached. In the event the employee accepts the appointment, he/she shall be granted the same type of Military Leave from the new position.
  7. Placement on an Eligible List. An employee returning from a Military Leave, in accordance with Paragraph 3., shall be eligible to take a supplementary examination for any class for which there is an eligible list in effect, the examination for which he/she was unable to take by reason of his/her military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

#### **L. Miscellaneous Leaves**

1. Permanent employees covered by this Agreement shall be granted at their request a non-paid leave of absence for care of own child not to exceed one (1) year provided said child is under 13 years of age and is in need of parental care due to serious illness or injury. Such leave shall be granted for not less than two (2) months. The employee shall upon request provide documented verification of illness or injury of said child and duration of said illness or injury. If an employee is eligible, the medical benefits described in Article 8, Section R, Family and Medical Leave, shall be applied concurrently.

2. A permanent employee may be granted a non-paid leave of absence to serve in an elective or appointed position of any governmental agency or organization supported by governmental funds.
3. A permanent employee may be granted a non-paid leave of absence not to exceed one (1) year to accompany a spouse who has entered into military duty.
4. A permanent employee may be granted a non-paid leave of absence for care of own child not to exceed one (1) year. If an employee is eligible, the medical benefits described in Article 8, Section R, Family and Medical Leave, shall be applied concurrently.
5. Other types of leaves not indicated in this Agreement may be granted at the District's discretion.

**M. Peace Corps, Red Cross or Merchant Marine Leave**

1. Permanent employees covered by this Agreement may be granted unpaid leaves of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, Red Cross Leave or Merchant Marine Leave shall be granted.
2. Upon completion of Peace Corps, Red Cross or Merchant Marine Leave, employees shall have the right to return to a position in the same classification to which assigned at the time the leave was granted. If such classification has ceased to exist, the employee shall be assigned to a position in a comparable classification, having essentially the same qualifications. The employee shall accrue seniority credit for examination and lay-off purposes.

**N. Personal Necessity Leave**

1. A classified employee may, at his/her election, and upon notice to his/her immediate supervisor at the earliest practical opportunity, use not more than seven (7) days of accumulated illness leave in a school year for personal necessity leave.
2. The leave benefits provided by this Article may be used only for the following personal necessities:
  - a. The death of a member of the employee's immediate family when necessary leave beyond that provided by the Agreement for bereavement is required. Immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee, friend living in the same domicile, any other person closely related by blood or marriage who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received.
  - b. An accident involving the employee's person not otherwise chargeable to illness leave, or industrial accident and industrial illness leave.
  - c. An accident involving the employee's property or the person or property of a member of the employee's immediate family or an illness of a member of the employee's immediate family, as defined above. Such accident or illness must be:
    - (1) Serious in nature.
    - (2) Involve circumstances the employee cannot reasonably be expected to disregard.

- (3) Require the attention of the employee during his/her assigned hours of service.
  - d. An appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under an official governmental order, provided the employee:
    - (1) Presents a certification from the clerk of the court or other authorized officer indicating each date of necessary attendance.
    - (2) Remits any witness fee collected to the Disbursement Branch of the Los Angeles Community College District.
    - (3) Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or before an administrative tribunal is not necessary.
  - e. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.
  - f. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - g. Any other significant event, personal to the employee, for which paid leave of absence is not authorized, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.
3. The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:
- a. The total number of days allowed in one school year (July 1 - June 30) for such leave or leaves shall not exceed seven (7) days.
  - b. The days allowed shall be deducted from and may not exceed the number of days of illness leave to which the employee is entitled.
  - c. A permanent classified employee, may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave to begin personal necessity leave under the provisions of Paragraph 2., provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, the probable duration of the requested leave and provides appropriate supporting documents for the request, if requested.
  - d. The employee shall be required to sign, on a prescribed form, a statement that such absence was due to a personal necessity, as defined above. Subject to the direction of his/her division head, the administrator or supervisor shall take whatever steps are necessary to satisfy him/her that a personal necessity did exist within the limits of this Section.
  - e. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified in writing his/her immediate supervisor at least five (5) days in advance of the beginning of the absence. Within the limitations of N, Personal Necessity Leave, up



to one (1) day of the allowed seven (7) days per year shall be available to the employee without being deducted from the number of full-pay days allocated to the employee; if unused, such days shall not accumulate from year to year. To identify such day, the employee shall, in addition to the information already required, designate the day as “Personal Annual Leave.”

#### O. Rest Leave

1. Definition. A Rest Leave is one granted to an employee who, in the opinion of a physician or other licensed practitioner, is not ill enough to qualify for illness leave but does need a rest. This is a mandatory leave. If an employee is eligible, the medical benefits described in Article 8, Section R, Family and Medical Leave, shall be applied concurrently.
2. Requirement. The employee must hold permanent status on the effective date of the leave. No prior service is required.

A statement from a physician or other licensed practitioner indicating that the employee is not well enough to resume the responsibilities of a full-time position must be attached to the leave request.

3. Length of Leave. Leave may be granted for one (1) year or less but may be extended for a total of two (2) years (including any consecutive illness leave).
4. Compensation. No salary will be paid by the District for the period covered by the above.
5. Effect on Benefits. No credit is allowed for time spent on Rest Leave for any benefits.

#### P. Retraining and Study Leave

1. Definition. A Retraining and Study Leave is one which shall be granted to an eligible employee for the purpose of acquiring new skills as a result of changes in the District’s organization and methods and/or acquiring, maintaining, or improving skills used in the service of the District. Retraining and Study Leave is a mandatory leave except that a leave which includes work experience is an optional leave. Approval of Retraining and Study Leave, which involves work experience, shall be at the sole discretion of the District.
2. Requirements.
  - a. Status. The employee must have permanent status in the District at the time the leave begins.
  - b. Service. The employee must have rendered paid satisfactory service (no Notice of Unsatisfactory Service in the previous two (2) years, exceptions may be made at the discretion of the District) to the District for not less than seventy-five percent (75%) of his/her assigned time in each of the seven (7) consecutive years prior to the granting of the leave. Leaves do not break time service continuity for Retraining and Study, but may reduce the days served in a year below the minimum requirement. Only service rendered subsequent to return from the most recent Retraining and Study Leave and subsequent to the most recent break in service is counted except that all time served between the two periods of a split Retraining and Study Leave counts for a subsequent Retraining and Study Leave.
  - c. Program. The employee’s program for study or retraining must be evaluated as being related to the duties described in the employee’s job description or related classification as determined by the

Retraining and Study Committee. Retraining leave may include work experience in an established organization or business enterprise.

A study plan shall indicate enrollment in at least five-semester units each semester (8 semester units each semester for "A" basis employees) or its equivalent in an accredited institution of higher education for any period of the leave or the pursuit of an equivalent program of independent study. The leave plan may combine elements of formal study and independent study in ratio so as to meet the minimum requirements.

3. Length of Leave. The leave may be taken for a half or a full year. The second half of a one (1) year leave may be taken immediately following the first half or may be taken at a later time on a split basis provided the second half of leave is completed within three (3) years of the beginning date of the first leave. A year shall be defined as the assignment period of the employee's basis.
4. Compensation. An employee on a Retraining and Study Leave will be paid at least one-half (1/2) of his/her regular rate of pay; compensation in excess of one-half (1/2) of regular rate of pay shall be subject to the approval of the Chancellor or his/her designee. Payment may be made to the employee in two (2) equal semi-annual installments in accordance with Education Code Section 88224, or may be made in the same manner as if the employee were performing service for the District, provided that the employee:
  - a. Furnishes the District with a suitable bond against loss in the event that the employee fails to render the two (2) years of service required following return from the leave, or
  - b. Furnishes the District with other assurances of loss as the District elects to permit.
5. Effect on Benefits. Time spent on Retraining and Study Leave will not be considered a break in service for any purpose.
6. Return to Service. An employee must render paid service in the District after return from a Retraining and Study Leave which is equal to twice the period of the leave. Upon completion of leave of absence, the employee will be assigned, unless he/she otherwise consents to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had he/she remained in active service.
7. Failure to Complete Leave Objectives. Employees who do not complete the approved leave objectives shall reimburse the District for compensation paid for the period following discontinuance of leave-study program for failure to maintain adequate study standards.
8. Additional Assignments. Employees may, while on leave of absence, if there is no conflict in hours, continue existing multiple assignments or previously held outside employment. During any period of the leave in which the income from the new employment is greater than the Retraining and Study Leave pay for that month, the amount in excess of the leave pay will be deducted from the leave pay so that the total of new employment and leave pay does not exceed the regular pay of the employee including differentials for which the employee would have been eligible had he/she not been on leave.
9. Request Procedure. Request for Retraining and Study Leave cannot be received any earlier than April 1 of the year preceding the fiscal year in which the leave is taken. Applications must be received at least sixty (60) calendar days prior to the effective date of the leave. If two (2) semesters or periods of leave outlined above are taken consecutively, they must be requested separately.

10. Retraining and Study Leave for Formal Study.

- a. Requirements. Courses which are undertaken for the purpose of meeting Retraining and Study Leave requirements must:
- (1) Be taken at an accredited institution of higher education;
  - (2) Be related to the duties described on the employer's job description or related classification as determined by the Retraining and Study Committee;
  - (3) Be initiated subsequent to the filing and approval of the leave;
  - (4) Be initiated or completed during the period of the leave;
  - (5) Be completed with a grade of "C" or better (credit is acceptable if the class is offered on a credit or non-credit basis);
  - (6) Require enrollment in an educational institution for a minimum of fifty percent (50%) of the leave period.
- b. Change of Plan. Any change of plan must be approved in advance.
- c. Final Report. Each employee must file a typewritten report with the Division of Human Resources:
- (1) The report should include a brief description of the courses completed and their professional implications.
  - (2) Form C140 (Statement of Formal Study Completed) must be submitted with the Retraining and Study Leave Report.
  - (3) Transcripts verifying successful completion of approved courses must be provided. Grade Report Forms are not acceptable.

11. Independent Study. Independent study is a program of independent study, research, and/or experience directly related to the duties described in the employee's job description or related classification as determined by the Retraining and Study Committee, which promises professional values equivalent to that derived from formal study at a recognized educational institution.

Committee on Research Studies. The Retraining and Study Committee shall have sole discretion in determining and approving the study plan.

Completing the Independent Study. If approved, the study must be undertaken and completed during the period of the leave. Summer study does not fulfill the requirements for C-basis employees. The report of the study must verify completion of the study as outlined and must be approved by the Retraining and Study Committee.

The Independent Study Report must be filed with the Division of Human Resources in person or by mail at the conclusion of the leave. If not filed prior to return to service, the report must be filed within the first two ensuing pay periods. The salary warrant for the third pay period will not be released until the final report is submitted and accepted by the Committee.

Any change of plan must be approved in advance by the District.

12. Requirements of Employees While on Retraining and Study Leave. The following are required of personnel on Retraining and Study Leave:
- a. Monthly Certification of Compliance with Conditions of Study and Retraining Leave(Form C351). This card must be received in the Human Resources Division not later than the Tuesday prior to the first payday of each pay period if the warrant is-to be mailed on time.
  - b. Notification of Illness or Injury While on Retraining and Study Leave. Interruption of a program on Retraining and Study Leave by a serious injury or illness sustained during the leave will not be considered a failure to fulfill the conditions of the leave. Written notice of such interruptions must be forwarded to the Human Resources Division within ten (10) days on Form C138, or by letter to which a doctor's statement verifying the illness or injury is attached. Such communication, either Form C138 or letter, should be forwarded by certified mail.
  - c. Change of Plan. All changes of Retraining and Study Leave plans following approval of the original plan must be filed on the appropriate form. Changes will be authorized only if in conformance with established criteria. Disapproval of change could result in failure to meet leave requirements; therefore, request for change approval should be filed prior to change.
13. Policy on Incomplete Leaves
- a. Failure to Complete Requirements due to Injury or Illness. Interruption of the program of Retraining and Study Leave caused by serious injury or illness during said leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such employee under the terms of the leave agreement, provided:
    - (1) Notification as soon as practicable of injury or illness during Retraining and Study Leave is given to the Vice Chancellor, Division of Human Resources, by means of certified letter, and
    - (2) Written evidence (Form C138) verifying the interruption of the program due to a serious injury or illness is filed with the Human Resources Division within ten (10) days. A Retraining and Study Leave may be changed to an illness leave with District approval prior to the end of the first pay period of the leave without loss of Retraining and Study Leave privilege. Changes made after the first pay period of the leave will result in the loss of Retraining and Study Leave privileges.
  - b. Failure to Complete Requirements Due to Military Service. Involuntary call to active military service will justify the conversion of a Retraining and Study Leave to a military leave without jeopardy to Retraining and Study Leave salary already received. If this conversion takes place before the end of the first pay period, Retraining and Study Leave rights will be preserved. If such conversion takes place after the close of the first pay period, the employee will be considered as having used one-half (1/2) year of the Retraining and Study Leave privilege. Such employee will be permitted however, to complete the second half of the Retraining and Study Leave within two and one-half (2 ½) years following an honorable discharge and return to service with the District.
  - c. Failure to Complete Requirements Due to Other Causes. An employee who has been approved for a Retraining and Study Leave of absence but who fails to complete all of the requirements of the leave due to serious illness in the family or other causes beyond one's control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an incomplete leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths. A year's leave of absence for an "A" basis employee means 13 pay periods; for a "C" basis employee, 10 pay periods; for a "G" basis employee, 239 assigned days.

The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the Retraining and Study Leave was authorized and prior to return to active duty or prior to the beginning of a leave immediately following the Retraining and Study Leave.

- d. Incomplete Leave. To receive partial compensation for a Retraining and Study Leave, the significant portion of the requirements must have been completed.
  - e. Incomplete Leave- Independent Study. To receive partial compensation for an incomplete leave which was approved for study, the nature of the study must be such that certain units can be and are completed apart from the remainder of the study. The completed units must have significance in them, and not merely an introduction to other work, and must have been completed in the required time. Regardless of the amount of work involved, the collection of data which is not summarized, and which is not used in reaching conclusions in completed units, shall not be considered as meeting any portion of the requirements for the leave.
  - f. Effect of Incomplete Leave on Benefits. Incomplete leave can count toward benefits only to the extent that leave pay is received.
14. Retraining and Study Leave Committee: A Retraining and Study Leave Committee shall consist of four (4) members. The Vice Chancellor, Division of Human Resources shall select two members, one of who is a management employee from a campus and the other is a management employee from the Division of Human Resources. Local 721 shall select two members, one of whom is a Unit member from a campus and the other is a Unit member from the District offices. The Committee shall have the sole and exclusive authority to rule on any and all issues concerning the Retraining and Study Leave. Approval of employees' programs shall be determined by a majority vote of the members of the Committee who are present and voting but no approval will take place in the absence of at least one affirmative management vote and one affirmative Local 721 vote. Failure to reach such majority shall be considered a denial.
15. Limit on the Number of Retraining and Study Leaves: There shall be no more than two (2) Retraining and Study Leaves granted per year. The limit shall be attained in order of receipt. Ties shall be broken by selecting the employee with the greatest District seniority.
16. Cancellation of Retraining and Study Leave
- a. A Retraining and Study Leave may be canceled at any time and converted to a resignation, return to duty, or other type of leave, if eligible.
  - b. If the request for such cancellation is received by the Division of Human Resources before the beginning of the leave, the Retraining and Study Leave eligibility will be preserved.
  - c. If the request for such cancellation is received by the Division of Human Resources after the beginning date of the leave but before the end of the first pay period, the Retraining and Study Leave will be canceled with an effective date of the beginning date of the Retraining and Study Leave; leave pay will be canceled, but leave eligibility will be preserved.

- d. If request for such cancellation is received by the Division of Human Resources after the close of the first pay period of the leave, Retraining and Study Leave eligibility for that semester will be lost and Retraining and Study Leave pay must be refunded.
- e. An employee who is permitted to return to duty from a canceled Retraining and Study Leave has no right to return to his/her former location until the ending date of the Retraining and Study Leave; even then, such right exists only if the employee would not otherwise have been moved.

**Q. Work-Related Absence**

1. Attendance at Hearings

When an injured employee appeals the decision of the Workers' Compensation Appeals Board in rejecting liability in his/her case, and when, in the interests of justice and of protecting all legal rights of the injured employee it is necessary or desirable for other District employees to attend the hearing of the appeal, they may attend without loss of salary, provided that arrangements for their attendance shall be made by the District's Health Insurance Section.

2. Examinations and Other Employment Procedures

An employee, upon giving his/her immediate supervisor not less than-two (2) days notice, shall be permitted to take any examination for which eligible and to participate in other employment procedures of the District during working hours, without loss of pay or other penalty. If less than two (2) days notice is given by an employee, permission to participate without loss of pay is subject to approval by his/her immediate supervisor.

3. Epidemics and Emergencies

An employee shall be paid his/her regular salary for any period during which he/she is unable to work at his/her regular place of employment because it is closed due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay, the employee must be ready, able, and willing to perform his/her customary or other reasonable and suitable duties. The college or division during this period shall endeavor to assign the employee to work elsewhere.

**R. Family and Medical Leave (Mandatory)**

1. Definition: A Family and Medical Leave is one granted to an employee who is compelled to be absent from duty because of the employee's own serious health condition which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; or caring for a sick spouse, child or parent with a serious health condition.

In addition to those family members, defined above, eligible family members for the purposes of this leave are limited to:

- a. biological, adopted and foster children under 18 years,
- b. anyone under 18 years who is treated as the employee's child,
- c. disabled children of any age—those who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act., and who require supervision or active help in performing several activities of daily living,

- d. biological parents, and/or custodial parents and anybody who treated the employee as a son or daughter when the employee was under 18 years or disabled,
- e. common-law husbands and wives.

2. Requirements

Status. The employee must have probationary or permanent status in the District at the time the leave begins.

Service. The employee must have been employed for at least 12 months and rendered paid service of 1,250 consecutive hours of work during the previous 12 months of employment which does not have to be consecutive.

3. Length of Leave: Leave shall be granted for a maximum of 12 weeks per calendar year, taken continuously or intermittently or on a reduced leave schedule. It cannot be carried over from year to year.

For a new child, Family and Medical Leave must be completed within 12 months after the birth, adoption or placement for foster care.

If a husband and wife both work for the District, and are both eligible for leave, they can have only 12 weeks of leave for birth, adoption, foster care or caring for a sick parent, which they can split between them. However, both are entitled to the full 12 weeks for their own illness, or caring for a sick child or spouse.

Related leaves include Illness, Maternity, Child Care, Family Illness and Rest. Benefits under this leave section run concurrently with leave benefits allowed under Illness, Maternity, Child Care and Family Illness and Rest leaves.

4. Compensation: No salary will be paid by the District for the period of the leave. However, employees may elect to take any available paid illness and vacation leaves in lieu of unpaid Family and Medical Leave.

5. Effect on Benefits

- a. Employees on Family and Medical Leave shall be covered by District Life Insurance Group coverage and Hospital-Medical, Dental, Vision Group coverage as though they were in active service.
- b. No credit is allowed for any benefits for time spent on unpaid Family and Medical Leave, unless the employee is eligible for the 12 weeks of paid health benefits.
- c. Time on leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half, according to the pay allowed, for retirement.
- d. Time on Family and Medical Leave does count as service in meeting requirements of other types of leaves.

6. Request Procedure: The employee shall furnish evidence to the immediate supervisor that leave taken in accordance with the provisions of this section is in connection with family illness. The employee shall notify the immediate supervisor of any of the circumstances necessitating the leave change.

#### S. **Leave Donation**

A permanent unit employee may donate to another permanent unit employee, who is absent because of a long-term illness, up to five (5) days of sick or vacation time. The employee making the donation must maintain a balance of ten (10) days of sick or vacation time. For an employee to be eligible to receive donated days, he/she must have exhausted all full-pay illness and vacation days. An illness day or vacation day is equal to eight hours. Any donation of paid days, illness or vacation is irrevocable.

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### ARTICLE 9                      TRANSFER, REASSIGNMENT AND SHIFT CHANGE

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- A. Transfer. A transfer occurs when an employee is moved from one location to another location but remains in the same job classification.
  1. Transfer Lists. The District will maintain transfer eligibility lists by classification of those employees interested in possible transfer opportunities for a period of two (2) years.
  2. Voluntary Transfers. All eligible employees will be considered when filling vacancies, including voluntary transfer candidates.
  3. Transfers of Probationary Employees. Probationary employees will only be transferred when it is in the best interest of the District or the employee.
  4. Involuntary Transfer Provisions.
    - a. Involuntary transfer shall not be used as a form of discipline.
    - b. In the event that an employee is subject to an involuntary transfer, he/she will be returned to the position from which transferred, if that position becomes available during the thirty-nine (39) months following the involuntary transfer if the employee remains in the same classification.
    - c. In the event that this provision conflicts with seniority provisions as set forth in the appropriate sections of the Education Code, the Education Code provisions shall prevail.
- B. Reassignment. A reassignment occurs when an employee is reassigned from one position to another position in a related class or on the same salary schedule or in a position reclassified to another class on the same salary schedule. The change in assignment shall be processed in accordance with District procedures (Personnel Commission Rule 715).
- C. Shift Change. A shift change occurs when a vacancy occurs in a new or existing position where a differential is paid, the most senior employee in the class (as determined by Education Code) requesting the assignment shall fill the vacancy. If none of the employees in the class bids for the assignment, then the position shall be filled from names certified by the Personnel Commission from the current eligibility list.



D. Notice Requirements for All Assignment Changes. Employees may be transferred or reassigned at any time at the sole discretion of the District. When an employee is transferred or reassigned or his or her shift changes, he or she will receive the following information in writing from the District at least three (3) weeks prior to the transfer start date:

1. Reason for the change
2. Location
3. Name of supervisor
4. Start date and, if temporary, end date
5. Work schedule
6. Other pertinent information

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**ARTICLE 10                      SAFETY**

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- A. The District, the Union, and the employees agree to comply with all state and federal regulations, including the California Occupational Safety and Health Act, in regard to safe and healthful working conditions at the work site.
- B. The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to his/her immediate supervisor.
- C. The Union will encourage employees to maintain safe working conditions and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.
- D. No employee will be discriminated against in any way for reporting any real or potentially unsafe condition.
- E. The District and the Union, upon request by either party, will meet and consult on matters related to safety. Such meeting shall be arranged by mutual agreement.
- F. Employees who are required to operate Video Display Terminals (VDT) on an active basis shall be required to perform other work, away from the VDT, for fifteen (15) minutes after each hour of work at the VDT. Such time shall be in addition to the regular breaks contained in Article 7, Hours and Overtime.

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**ARTICLE 11                      PERFORMANCE EVALUATION PROCEDURE**

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Purpose of Evaluation. The performance evaluation process is a valuable method of communicating standards and expectations to a Unit member and evaluating the extent to which the Unit member has met those standards and conformed to the expectations. Additionally, the process can be used to identify goals and objectives for the Unit member for the following year. Because the evaluation process is such an important means of communication, evaluations shall be performed, at least once every year, in accordance with the following procedures.

A. Performance Evaluation Procedure.

1. Probationary employees shall be evaluated during the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) months of their probationary period using the District's form in Appendix B.
2. Permanent employees shall be evaluated once a year. The evaluation period shall be from July 1 through June 30. The evaluation form shall be completed, an evaluation conference offered, and the signed evaluation issued to the Unit member no later than two calendar months following the evaluation period.
3. Performance evaluation should be completed by the manager or administrator with supervisory responsibility for the Unit member, or manager or supervisor with higher level authority and reviewed by the appropriate Vice President. Once completed, the evaluation shall be placed in the Unit member's official personnel file.
4. If the Unit member wishes to provide written comments on the evaluation, such comments shall be attached to the evaluation itself. The Unit member shall have ten (10) working days from the date the evaluation was issued to provide the written response.

Not only should the performance levels be checked off, but also the evaluation documents should contain remarks written by the evaluator, which explain the reason for checking those levels.

B. Evaluation Components. Each Unit member's evaluation process will include the following components using the evaluation form located in Appendix B of the Agreement:

1. Review the Job Duty Statement.
2. Review goals and objectives from the prior year (when they exist) and state goals and objectives for the next evaluation cycle, including method to complete or assessment of progress towards achieving annual goals.
3. Assess understanding of job knowledge, fulfillment of position responsibilities, and identification of areas for future professional development.
4. Assess effectiveness as a team member and colleague.
5. Assess ability to solve problems and demonstrate good judgment.
6. Assess ability to adapt to change, show creativity and develop innovative approaches.
7. Assess ability to initiate, make and carry out decisions and demonstrate leadership.
8. Assess ability to communicate and build consensus.
9. Overall assessment of professional skill and ability, including:
  - i. Leadership skills
  - ii. Communication skills
  - iii. Administrative/managerial skills, and
  - iv. Professional knowledge and expertise

10. Overall statement of expectations for performance and statement of how the employee will meet that standard.
- C. Evaluation Process. The Unit member's supervisor will review all of the relevant data related to his or her performance during the evaluation period. Based on that information, the Unit member's supervisor will complete the evaluation form (see Appendix B). For each performance factor listed on the form, the Unit member's supervisor may:
1. Assign one of the following ratings: exceeds expectations, meets expectations, and needs improvement.
  2. Prepare a brief narrative assessment of the employee's performance that reflects the Unit member's supervisor's analysis of the data he or she collected; and
  3. Include on the evaluation form any recommendations he or she believes are appropriate to promote the Unit member's personal or professional growth, or to assist the Unit member in achieving required improvement.
- D. Evaluation Results. The supervisor shall forward the evaluation form to the Unit member for his or her comment. If the Unit member declines to comment, or fails to comment within five (5) working days of the date on which the supervisor sent the form to the Unit member, the supervisor shall forward the completed evaluation file (including the evaluation plan, the evaluation form, and any other relevant documents) to the appropriate Vice President or his or her designee. Based solely on the evaluation form and the accompanying materials in the evaluation file the Vice President shall either:
1. Accept the supervisor's recommendation regarding the overall evaluation of the Unit member's performance as being satisfactory or unsatisfactory (and, if satisfactory, whether it meets or exceeds overall expectations); or
  2. Return the evaluation to the supervisor with a written explanation of the reasons he or she declined to accept the evaluation, and comment regarding proposed steps the supervisor should take to remedy the problems he or she perceived.
  3. Once completed by the Vice President, the evaluation form and the accompanying materials in the evaluation file shall become part of the Unit member's personnel file.
- E. Excellent Performance Differential. Unit members are eligible for a performance differential of a one-time, non-cumulative bonus of \$250.00 per year, in accordance with the following criteria and procedures:
1. If, at the end of the fiscal year, the Unit member receives an overall performance evaluation rating that exceeds expectations, he or she shall be awarded a performance differential of a one-time, non-cumulative bonus of \$250.00 per year.
  2. The provisions of this section shall not be subject to the provisions of Article 19, Grievance Procedure, with the exception that claims that the specific procedures set forth in this section (section E) were not complied with, shall be grievable up to and including the third step of the grievance procedure.
- F. Less than Satisfactory Evaluations. When the Unit member receives an overall evaluation that is "below expectations" (less than satisfactory), he or she will work with the supervisor to develop a written improvement plan. The plan will address the specific areas for improvement as they relate to the evaluation categories in section C above and will include specific suggestions about how the Unit member can improve.

If the Unit member has received a rating of “fails to meet expectations” (unsatisfactory), he or she will either accept and follow the suggestions made by the supervisor in the written performance evaluation or, within thirty (30) days from the date of issuance, provide a written proposed plan to his or her supervisor outlining the way he or she intends to achieve improvement. The Unit member shall address all the areas for improvement the supervisor has identified. The supervisor shall accept, reject or modify the proposed plan. The Unit member and his or her supervisor shall have periodic conferences to insure that measurable progress, consistent with the plan, is being made. The Unit member shall have the right to meet with the Vice President to discuss the evaluation.

- G. Review. If the Unit member being evaluated believes the procedure set forth in this article has not been followed, he or she may initiate a grievance seeking to correct the procedural error, but any judgment a supervisor or the Vice President makes about the nature and quality of the Unit member’s performance as part of an evaluation is final and not subject to being modified or overturned by way of a grievance unless there is clear and compelling evidence that the judgment was made arbitrarily or capriciously, or that it was motivated by malice, fraud or corruption. The evaluatee always has the right to include his or her own statement to be added to the personnel file along with the completed evaluation form.
  
- H. Mentors. A Unit member or his or her supervisor may request another supervisory Unit member from any location in the District (in a similar position) be designated as a mentor for the Unit member any time that all parties agree that such assistance would be helpful. The Department manager or administrator shall consult with the Unit member and his or her supervisor to identify an appropriate mentor. The mentor will provide professional guidance on the role and function of being a supervisory employee. The relationship will be confidential and the mentor will not be part of any evaluation process of the mentee. The mentor-mentee relationship will be designated for a 6-month period and may be extended for a second 6-month period if agreed to by the Unit member and his or her supervisor. A formally designated mentor shall receive a stipend of \$250 for each 6-month mentor assignment.

**ARTICLE 12                      VACATION**

- A. Effective the pay period following the execution of this Agreement, Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

<b>Creditable Years of Paid Service</b>	<b>Vacation Accrual Factor Based on 40-Hour Workweek Excluding Overtime</b>	<b>Days of Vacation Based Upon a 12-Month Assignment</b>
Less than 6 years	.05770	15
6 years but less than 7 years	.06155	16
7 years but less than 8 years	.06539	17
8 years but less than 9 years	.06923	18
9 years but less than 10 years	.07308	19
10 years but less than 11 years	.07693	21
11 years but less than 12 years	.08462	22
12 years but less than 13 years	.08847	23
13 years but less than 14 years	.09232	24

- B. For purposes of this Article, a year shall be the 12-month period ending on June 30 each calendar year.

- C. In order to be credited with a year of service for the purpose of this Article, an employee must have been in regular status beginning July 1, for at least 130 days. Regular status means in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness, or military service.
- D. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to 130 days of paid service in regular assignments, except for employees subject to the provisions of Paragraph E. below. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of 130 days of paid service. Vacation taken as provided in Paragraph E. of this Article shall not be considered in conflict with this provision.

For purposes of this Article, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee.

- E. Employees may be required to take vacation to the extent that it has been earned, on the days during the school year which are designated by the Board of Trustees as school holidays or at any time during the assignment period to avoid leave without pay.
- F. No vacation or part thereof shall be taken at a lesser rate than one (1) hour at a time.
- G. Vacation shall be taken at a time convenient to the employee if it is requested in advance and approved by his/her supervisor that it would not interfere with the operation of the unit. The Supervisor shall approve or deny the request for vacation within five (5) working days of the receipt of the request. If in such five (5) working days of the period, a vacation denial has not been received, the vacation shall be deemed to have been approved. Vacations may be denied or changed at any time, however, vacation of five (5) consecutive days or more in duration, once approved, shall not be denied or changed with less than fifteen (15) working days written notice prior to the first day of the scheduled vacation without the employee's consent. Such notice shall indicate the reason for cancellation. If it is necessary to cancel as described above, the employee will be given the opportunity to immediately re-schedule the vacation. If the employee re-schedules, the re-scheduled vacation may not be canceled without the consent of the employee. Nothing in this paragraph shall preclude an employee from requesting and being granted vacation at any time subject to the approval of the employee's supervisor. However, nothing in this Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in Section I. below.

For the purpose of perfect attendance an employee shall not be tardy and have no absence for any reason other than:

1. Vacation
2. Compensatory
3. Holiday
4. Jury Duty
5. Miscellaneous

- H. If employees are not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year. Accumulated vacation shall be limited to 400 hours. Employees with more than 400 hours will be limited to their accumulation as of July 26, 1980.

For any pay period in which a Supervisory Unit employee's vacation balance equals or exceeds 400 hours, the employee shall not earn any additional vacation credit. However, additional vacation credit earned for perfect attendance shall not be subject to these limitations. Hours earned for perfect attendance shall count

toward the 400-hour limitation on vacation accrual, however perfect attendance vacation shall continue to accrue even if an employee's vacation balance equals or exceeds 400 hours.

- I. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless he/she has served for the equivalent of more than ninety (90) consecutive working days, or receives specific approval from the appropriate administrator.
- J. On voluntary reduction in status, layoff, or separation from the classified service, the money value of vacation balances shall be paid as a lump sum to permanent employees. In cases where separation is not at the end of a pay period, vacation credit shall be computed through the last day in paid status.
- K. Lump-sum vacation payments shall be made on the basis of the hourly equivalent rate for the employee's last regular assignment.
- L. When a regular employee (whose regular assignment is on other than a 12-month assignment basis code) is paid during the summer as a relief, substitute, or provisional employee, the employee shall earn vacation in accordance with the schedule in Paragraph A. of this Article, whichever is applicable to the position in which he/she serves during the summer.
- M. A regular employee who serves in his/her regular assignment and also in a Summer substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if he/she had served 160 hours in his/her regular assignment.
- N. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin illness leave provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity:
  - 1. The basis for the request for change in leave status and provides appropriate supporting documents including a certification of illness from a licensed physician or other recognized practitioner in case of illness.
  - 2. The probable duration of the requested leave.

The responsible administrator shall take such steps, as he/she deems necessary to satisfy himself/herself that the paid illness leave was in accordance with Article 8, Section G.

- O. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Article 8; Section D. Bereavement Leave shall not be extended by use of Personal Necessity Leave, Article 8, Section N.

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**ARTICLE 13****HOLIDAYS**

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**Holidays.** An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Trustees, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Paragraph 13.A.1. through 13.A.3.

New Year's Eve Day	New Year's Day	Martin Luther King's Day
Lincoln's Day	Washington's Day	Memorial Day
Labor Day	Independence Day	Admission Day*
Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve Day	Christmas Day	Cesar Chavez Birthday

(\*In lieu of celebration of Admission Day, employees will be granted as a holiday the Tuesday following Labor Day or will be granted a floating holiday, at the discretion of the District, after consultation with the Union.)

1. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article 8, Section K, shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall be entitled to pay for any holiday observed on the employee's regularly scheduled day off.
3. An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 24 and December 31 shall receive pay for the four (4) holidays (Christmas Eve, Christmas, New Year's Eve, New Year's Day).
  - A. When a holiday falls on the first day of an employee's weekend (usually Saturday), the holiday shall be observed on the preceding working day (usually Friday).
  - B. When a holiday falls on the second day of an employee's weekend (usually Sunday), the holiday shall be observed on the following working day (usually Monday).
  - C. The afternoon of the Friday of Spring break, as determined by the academic calendar, shall be considered a holiday with the following provisions:
    1. Four (4) hours of holiday time shall be granted to all full-time employees of the Supervisory Unit. Employees assigned less than full-time shall be granted holiday hours on a pro rata basis in the proportion that their assignment bears to a full-time assignment.
    2. Employees whose regularly scheduled day off is Friday shall receive the number of hours to which they are eligible on the preceding Thursday.

3. Employees whose regular work schedule is less than five (5) days per week and forty (40) reported hours per week shall be entitled to holiday pay if the employee was in paid status a portion of the working day immediately preceding or succeeding the holiday.
4. Full-time employees who are on vacation, or who have reported in as being ill on that Friday (or the day on which the substitute holiday is taken), shall receive four (4) hours of vacation credit for that day; employees assigned for less than full-time who are on vacation or are ill on that day shall receive a proportional number of hours, in accordance with Paragraph 1 above.
5. Employee who are required to work on the Friday of Spring break afternoon shall receive four (4) hours (or a proportional number of hours for employees assigned less than full time) as a floating holiday, to be taken at the convenience of the employee with the concurrence of the supervisor, prior to the close of the academic year in which it was granted.

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**ARTICLE 14                      UNIFORMS AND TOOLS**

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- A. The cost of the purchase, lease, or rental of uniforms, tools, and protective gear, identification badges, emblems, and cards required by the District shall be borne by the District. The aforementioned articles shall be retained as property of the District and shall be surrendered upon demand.
- B. Each employee shall be provided an area for the purpose of storing coats, jackets and other articles of clothing. The employee, upon request, shall be issued a secure storage area with a key for the purpose of storing personal property.
- C. Each employee shall be provided the District's procedures for filing claims concerning damage and/or loss incurred to any personal property.
- D. Employees, who as part of their District assignment, regularly lift and/or push items of more than fifteen (15) pounds, shall be issues back support belts. These employees shall be required to wear such belts consistently unless the employee presents written medical documentation to the contrary. The belts shall be selected, after approval by the Union and the District, and purchased by the District. The belts shall remain District property. Employees in such assignments shall receive training in the proper methods of lifting and pushing weights and in the proper ergonomic design of areas where lifting and pushing occurs. Employees shall be responsible for performing their duties according to that training.

Employees who do not regularly lift and/or push items of more than fifteen (15) pounds shall have back support belts available to them upon request when they are required to do such lifting or pushing.

Knee pads shall be made available to those employees whose duties require them to spend prolonged periods kneeling.

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**ARTICLE 15                      PROFESSIONAL GROWTH**

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- A. Professional Development Funds. The Los Angeles Community College District shall establish a fund of \$20,000 for professional development activities for members of the Supervisory



Unit. These funds shall be disbursed to eligible union members for allowable activities through the reimbursement process described in section D. below.

- B. Allowable Activities. Reimbursement shall be allowed for courses, workshops, institutes, or other organized activities taken at an accredited institution, as long as they relate to the unit member's classification or a related class. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
- C. Allowable Expenses. Allowable reimbursable expenses shall include tuition, books and materials and Student Health Fees for all classes taken within the Los Angeles Community College District. In any one academic year a unit member may be reimbursed up to a maximum of \$2,000 not to exceed 50% (100%, if classes are taken in the Los Angeles Community College District) of all allowable costs incurred.
- D. Reimbursement Request Process. A request for reimbursement for professional growth must be submitted to the Division of Human Resources on the District's Tuition Reimbursement form no earlier than thirty (30) days prior to the course(s) start date and no later than the end of the second week of classes.
- E. Requests which are submitted after the deadline shall be placed on a waiting list for payment. If funds remain at the end of the fiscal year in which the request was submitted, such requests shall be paid in the order in which they were submitted.
- F. Reimbursement requests shall be processed upon submission of evidence of successful completion of courses taken. Such evidence and all receipts for compensable expenses must be submitted no later than July 31 of each year. Claims for expenses submitted later than July 31 shall result in claims for reimbursement not to be honored. This evidence shall be submitted by the employee to the Human Resources Division.
- G. Conditions for Released Time for Professional Development. Employees who are given released time for the purpose of career development will be required to work makeup time at the rate of one (1) hour of makeup time for each two (2) hours of released time. Time spent for makeup purposes, which results in an employee being in paid status for a total of more than eight (8) hours in any one (1) day, shall not be considered as authorized and compensable overtime for purposes of cash payment or compensatory time off.
- H. Disputes and Appeals. Disputes regarding tuition reimbursement shall be settled by the Committee on Tuition Reimbursement and are not grievable. The Committee shall consist of two (2) members of the unit designated by the unit and two (2) management employees designated by the District Division of Human Resources.

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## ARTICLE 16

## HEALTH AND WELFARE

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The Los Angeles Community College District (the "District") and the exclusive representatives of the District's employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; the Supervisory Employees Union, SEIU Local 721; and the Public, Professional and Medical Employees

Union of the California Teamsters, Local 911—hereinafter collectively referred to as the District’s “Exclusive Representatives”) agree to the following provisions regarding the District’s Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District’s Health Benefits Program as defined in this agreement, as well as the District’s group life insurance coverage and employee assistance program, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects:

**I. Health and Related Benefits Program for Active Employees and their Dependents and Survivors**

**A. Health Benefits Program.** The District’s “Health Benefits Program” consists of group benefit plans recommended by the Joint Labor/Management Benefits Committee and approved by the Board under which eligible District employees (and their eligible dependents) receive hospital, medical, dental, and vision care coverage. The purpose of the Health Benefits Program is to provide quality health care to the District’s employees, retirees, and their eligible dependents and survivors.

1. **Eligibility.** Each of the following employees and his or her dependents and survivors are eligible to receive benefits and enroll in plans under the Health Benefits Program once the District has verified the employee’s, dependent’s or survivor’s eligibility under this agreement:
  - a. Every member of a classified bargaining unit who is employed at least half time as either a probationary or regular classified employee.
  - b. Every faculty member who is employed at least half-time in one or more monthly rate assignments.
  - c. Every member of the administrators’ bargaining unit who is employed at least half time.
2. **Dependents.** Dependents that are eligible to enroll in plans under the Health Benefits Program include an eligible employee’s:
  - a. Spouse.
  - b. Qualified domestic partner as specified in Appendix I.
  - c. Unmarried dependent children under age 19.
  - d. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
  - e. Unmarried dependent children (not otherwise eligible under subsection 2.c or 2.d, above) without regard to age who are physically or mentally incapacitated, and who are being claimed as dependents on the employee's federal income tax returns. (However, a dependent’s coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage; the dependent shall not be eligible to re-enroll.)

As used in this section, the term “dependent children” means an employee's natural children, stepchildren, legally adopted children, foster children, and the dependent children of a domestic partner only.

3. **Survivors.** Upon the death of an active employee, the District shall deem the employee to have resigned from District employment on the date of his or her death and to have begun receiving a retirement allowance whether or not the employee was in fact old enough to retire. If, based on that premise, the employee would have been eligible to continue his or her participation in the hospital and medical plans available to active employees under Section III below, Article III of this Agreement shall be applicable to the employee’s survivors as if they were survivors of a retiree. For that purpose, references to survivors of retirees in Section III shall be deemed to refer to those individuals.
4. **Enrollment.** Verification of eligibility, and enrollment or re-enrollment in plans shall be administered as follows:
  - a. **Initial Enrollment.** Upon employment, each new employee who is eligible to enroll in plans under the Health Benefits Program shall receive complete information regarding the District’s Health Benefits Program, and may enroll in hospital, medical, dental, and vision care plans at any time, except that enrollment in the Premium Only Plan described in Section II can only take place during the designated time periods. If the District receives the employee’s enrollment forms on or before the 15th day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District’s receipt of the forms.
  - b. **Re-enrollment Following a Break in Coverage.** Following a break in coverage for any reason other than an error by the District, an eligible employee may re-enroll in hospital, medical, dental, and vision care plans at any time. However, unless re-enrolling during an open enrollment period, the employee must re-enroll in the same plan he or she was enrolled in when his or her previous enrollment ended. If the District receives the employee’s re-enrollment forms on or before the 15th day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District’s receipt of the forms.
  - c. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to employees fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
  - d. **Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, employees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:
    - (1) Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by

submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence without a break in coverage. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee established his or her new permanent residence.

- (2) Any employee who is enrolled in a closed panel plan and who, during an approved study, retraining or sabbatical leave of absence of sixty (60) days or more, temporarily relocates to a location that is outside the service area of the plan may, by submitting a timely application to the District, temporarily change his or her enrollment to a plan that provides service in the area in which he or she will be temporarily located. To be timely, the application for a temporary change in enrollment must be received by the date on which the employee's leave commences.
- (3) Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan without a break in coverage by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee's enrollment was terminated.
- (4) Finally, any employee who has had a "qualified life event" as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to the District. To be timely, the application for a permissible "qualified life event" change must be received by the District within thirty-one days of the qualifying event.

e. **Mandatory Re-enrollment During Open Enrollment.** The District, upon recommendation of the JLMBC, may designate any open enrollment period as a mandatory enrollment period during which every eligible employee must re-enroll for himself or herself and for each of his or her eligible dependents. If an employee fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, the employee may, if he or she remains eligible, re-enroll in plans at any time and the District shall verify his or her eligibility and process the employee's re-enrollment forms as if they were initial enrollment forms—i.e. if the District receives the re-enrollment forms on or before the 15th day of the calendar month, it shall process them so as to make coverage effective on the first day of the calendar month following receipt of the forms, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.

5. **District Contribution Towards Premiums.** Eligible employees shall be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled if:
  - a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he or she would have earned had he or she received pay for full-time work; or
  - b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months.

- c. a specific section of the collective bargaining agreement applicable to the employee (for example, a section specifying compensation during certain leaves) explicitly provides for his or her entitlement to the District’s contribution.

For the purposes of Section 5.a, every eligible employee, other than a temporary monthly-rate faculty member, shall be deemed to be in paid status during any recess or intersession if he or she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status during any recess or intersession if, before the beginning of the recess or intersession, he or she is assigned to a position at any district location that will render him or her eligible for benefits and is scheduled to return to paid status in that position at the end of the recess or intersession.

- 6. **Payment of Premiums During Unpaid Leaves.** Eligible employees who have been granted an unpaid leave of absence and who are therefore not entitled to the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by paying the District in advance for the full monthly premium of the plans. The amount of the reimbursement shall be determined by dividing the annual premium for the plans by twelve and multiplying the result by the number of months of leave during which the employee will not be entitled to the District’s contribution towards premium costs.

Payment must be made by check or money order made payable to the District, and may be made in monthly installments.

Should an employee fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received. Should the District terminate an employee’s coverage in error, it shall reinstate the employee’s coverage as soon as the error is discovered and, at the employee’s option, either issue the employee a refund of the amount he or she paid for the months during which he or she did not receive coverage, or extend the employee’s coverage for an equivalent period.

- 7. **Continued Eligibility and Payment of Premiums Following Layoff or Furlough.** Notwithstanding anything in Sections I.A.1 and I.A.6 to the contrary, employees who have been furloughed shall remain eligible to receive benefits under the Health Benefits Program, and shall continue to be entitled to the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled, during the period of their furlough. Furthermore, employees who have been laid-off shall remain eligible to receive benefits, and shall continue to be entitled to the District’s contribution towards the premium costs of their plans, according to the following table:

<b>Years of Service</b>	<b>Months of Continuation Following Layoff</b>
1–5	2 months
6–10	4 months
11 or more	6 months

A furlough is a temporary lay-off for a specified period with a definite return date. A layoff is a separation from regular service for lack of work or lack of funds, or because of a reduction in force.

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

8. **Conditions of and Limitations on Eligibility and Coverage.** Employees and their dependents cannot enroll in more than one District sponsored plan at any one time. For that reason, an employee may be enrolled in a plan in his or her own capacity as an employee, or as a dependent of another employee, but not simultaneously in one plan as an employee and in another plan as a dependent. Likewise, children or other individuals who qualify as dependents may be enrolled in a plan only once as a dependent, not simultaneously in one plan as a dependent of one employee and in another plan as a dependent of another employee.

Every employee (or in the event of his or her incapacity, the employee's representative or agent) shall report any event or change of circumstance that has an effect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to; change of address or telephone number, marriage, divorce, dependent's loss of eligibility, death of the employee, or death of a dependent.

9. **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).** Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he or she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law.
10. **Change.** If the internal responsibility for the administration of the Health Benefits Program changes because responsibilities among the administrative units of the District reorganizes, notice of that change shall be given to the exclusive representatives within thirty days.
11. **Health Care Legislation.** In the event that new health care legislation is enacted and the District is required to implement a plan pursuant to such legislation, the District and the Exclusive Representatives shall consult in order to assess the effects of such legislation.
12. **Pre-funding Retiree Health Benefits Costs.** The District has established and will maintain a Trust with the California Public Employees' Retirement System (CalPERS) to prefund retiree health benefit costs for all eligible fulltime employees. The Trust is funded with annual contributions to the trust of 1.92% of the total full time salary expenditures in the district. Additionally the District will direct an amount equivalent to the entire Federal Medicare Part D subsidy returned to the District each year into the trust fund. Funding from both of these sources commenced with fiscal year 2006-07 and the initial contribution will be the accumulated amount of \$12,245,929.16 for fiscal years 2006-07 and 2007-08.

An annual report of the status of the Trust will be made each year.

Annual funding of the Trust from both these sources shall continue until/unless the parties agree otherwise due to changes in the healthcare landscape which make pre-funding no longer necessary. Should that prove to be the case the 1.92% of the total full time salary expenditures will be placed on the salary schedules of all full time employees, effective the end of the payroll month that the decision is made to no longer fund the trust.

**B. Group Life Insurance Program.** The District's group term life insurance program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board.

1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for group term life insurance benefits under the program.
2. The limits of coverage under the program shall be \$50,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the minimum amount required by Federal Law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.

**C. Employee Assistance Program/ Wellness Services.** The District shall make available to all active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement) employee assistance and wellness services. The services shall help employees deal with problems that might adversely impact their work performance, health, and well-being and shall include assessment, short-term counseling, informational resources and referral services. Such services hold the same level of privacy/confidentiality as other medical services. Modification to the employee assistance and wellness services may be recommended by the Joint Labor Management Benefits Committee to the Board of Trustees.

**D. Tax Sheltered Retirement Plans.** The District shall continue its voluntary salary reduction agreement program under which employees may contribute to tax sheltered retirement plans under Internal Revenue Code Sections 403(b) and 457. The process for selecting third-party administrators (TPAs) for these plans shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the Exclusive Representatives, and selection of TPAs based on the recommendation of the task group.

A list of the 403b vendors and enrollment forms available through our District can be found at [www.403bcompare.com](http://www.403bcompare.com) or via a link on the District's web site.

**E. IRC 125 and 129 Plans.** The District shall continue its voluntary flexible spending account plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129.

## **II. Health Benefits Program for Part-time Temporary Faculty<sup>1</sup> and Temporary Adjunct Faculty**

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty member's access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he or she will have access via either of two methods: District Contribution and Premium Only Plan (see. Section II. A. below), or No District Contribution — Access Only (see Section II. B. below).

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1. This refers to those part-time temporary faculty who are employed less than half time in one or more monthly rate assignments. Faculty serving in a .50 (or higher) FTE temporary monthly rate assignment as a limited or long term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements.

## A. District Contribution and Premium Only Plan

1. **Eligibility.** A part-time temporary faculty member or temporary adjunct faculty member is eligible to receive access to hospital/medical group coverage, except the District life insurance plan, under this section if he or she has been assigned and working as a part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below:
  - a. Be assigned to a .33 (or higher) FTE temporary (limited or long-term substitute) or adjunct faculty load in the District to count towards eligibility for this plan.
  - b. Open but inactive assignments - no work, no pay - do not constitute employment in this context. Should the faculty member have an adjunct assignment in another community college district, verification denoting the FTE of the assignment is to be provided to the District.
  - c. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.
  - d. Sign an affidavit (developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.
  - e. Participate in the District's "premium only plan" (POP) under the terms of Internal Revenue Code Section 125, so that the employee's contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amount of the employee's contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.
  - f. **District Contribution.** If criteria a–e above is met, the District will contribute \$180 toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's medical premium only.
  - g. **Term and Conditions of Coverage.** A part-time temporary faculty member or temporary adjunct faculty member who was eligible for coverage and who has prepaid the premium(s) via the POP for the entire Spring and Fall semesters of any plan year shall remain eligible for coverage during the time between the end of that Spring semester and the beginning of the subsequent Fall semester contingent upon verification of continued eligibility. The premium payments shall equate to twelve months coverage and shall be deducted from ten monthly pay periods for each twelve-month coverage period.
  - h. **Enrollment.** Eligible employees may enroll at each 6-month cycle but an employee who becomes ineligible cannot reenroll until the start of the next annual cycle because of the conditions set by the IRC 125 plan year rules.
  - i. If any provision herein regarding the premium-only plan conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.



## 2. Premiums.

- a. To receive medical plan coverage under this agreement, an eligible part-time temporary faculty member or temporary adjunct faculty member must, in advance and in accordance with applicable District procedures, agree to participate in the POP for a period of a plan year, contingent upon verification of continued eligibility, and pay the balance of the premium, minus the District contribution of \$180 per month towards the medical premium.
  - b. To participate in the District's vision and dental plans, the eligible adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The adjunct faculty member agrees that premiums will be deducted; pre-tax, from the faculty member's monthly salary warrants as described in Section II.A.1.e above.
  - c. A part-time temporary faculty member or temporary adjunct faculty member's coverage (with a District contribution) shall cease immediately upon his or her failure to pay the balance of the required insurance premium(s) in accordance with District procedures. The faculty member's deductions for the required payments will be made for the last working day of each month preceding the month in which coverage will be effective.
  - d. New enrollment, or reenrollment, will only occur during the district "open enrollment" period and will become effective the following semester.
3. **Extension of Coverage.** Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination of employment with the District, shall be in accordance with applicable state and/or federal law.
4. Colleges will make every effort to report information regarding adjunct faculty assignments to the district's Benefits Section by the deadline for enrollment. If an eligible adjunct is denied coverage in error, the district will cover its portion of the premium costs retroactive to the date of the adjunct's eligibility up to the start of the plan year.

## B. No District Contribution—Access Only

Part-time temporary faculty member or temporary adjunct faculty members who meet the eligibility requirements in sections B.1 through B.3 below and who prepay the cost of a full year's coverage (in ten equal installments, paid monthly September through June representing a full year's coverage) of the premium(s) via payroll deduction or electronic fund transfer shall be eligible to participate in the District's medical and/or dental and/or vision plans.

1. Be assigned to at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during the semester for which coverage is requested. Only District service shall count toward eligibility for this plan. Open but inactive assignments—no work, no pay—do not constitute employment in this context.
2. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.

3. Sign an affidavit (to be developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.

**MOU.** All provisions, not contrary to statute or the terms of this Agreement, of the Memorandum of Understanding between the parties signed June 24, 1999 relating to part-time health benefit coverage shall remain in effect.

**Reopener.** The parties may mutually agree that Section II, Health Benefits for Adjunct Faculty, be reopened for further negotiations after one year.

### **III. Health Benefits for Retirees, their Dependents and Survivors**

**A. Hospital-Medical, Dental and Vision Benefits.** Eligible retirees and their eligible dependents and survivors shall have the right to continue their participation in the Health Benefits plans available to active employees, subject to the terms and conditions of this Agreement. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the District's Health Benefits Program, as well as the plans available under the Program, remain subject to alteration by action of the Joint Labor/Management Benefits Committee or any future agreement between the District and its Exclusive Representatives.

**B. Eligibility.** A retiree who is eligible to continue his or her participation in the health benefits plans which are available to active employees is one who has retired from District service under the rules of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS), who is receiving a retirement allowance from that system, and who:

1. for employees whose most recent uninterrupted District employment began before February 11, 1992—has rendered continuous paid service to the District in a “qualifying position” for three or more years immediately preceding his or her retirement; and—for employees whose most recent uninterrupted District Employment began before July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for seven or more years immediately preceding his or her retirement; or
2. for employees whose most recent uninterrupted District employment began on or after July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for ten or more years immediately preceding his or her retirement; provided, however, the employee received district paid benefits each month during the 39 months immediately preceding his or her retirement.

For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under Section I above, except those who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

Employees who have been assigned and have served continuously (without a break in service) in a specially funded program (SFP) for 20 years shall vest in the retiree benefits provided they meet the eligibility requirements in III B 1. alternatively, 2. above.

In addition, no absence from the service of the District under any paid leave of absence, or any unpaid leave of absence, or layoff of thirty-nine (39) months or less, shall be deemed a

break in the continuity of service required by this section. An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under PERS or STRS is no later than the day after his or her resignation from District employment.

(This language, although it differs from the eligibility language that appeared in prior agreements between the parties, reflects the parties existing interpretation of that language and is declarative of the parties’ original intent.)

**C. Dependents and Survivors.** To qualify as a dependent or survivor who is eligible to continue his or her participation in the hospital and medical plans available to active employees—

1. a dependent or survivor must be an eligible retiree’s:
  - a. spouse on the date of retirement\* from District service;
  - b. qualified domestic partner as specified in Appendix I, on the date of retirement\* from District service;
  - c. unmarried dependent child under age 19;
  - d. unmarried dependent child age 19 through 25 who is a full-time student at a college or university; or
  - e. unmarried dependent child (not otherwise eligible under subsection 1.c or 1.d, above) without regard to age who is physically or mentally incapacitated, and who is being claimed as a dependent on the retiree’s federal income tax returns. (However, a dependent’s coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage; the dependent shall not be eligible to re-enroll under this subsection.)

As used in this section, the term “dependent children” means an employee's natural children, stepchildren, legally adopted children, foster children, and the dependent children of a domestic partner only.

—and—

2. a dependent may not be enrolled in any plans other than those under which the retiree is covered, or in the case of any survivor, the survivor must have been enrolled in plans as a dependent at the time of the retiree’s death.

**D. Limitations on Survivor Eligibility.** A survivor’s eligibility to continue his or her participation in the Health Benefits Program shall be limited as follows:

1. The eligibility of a surviving spouse shall terminate when he or she remarries, enters into a domestic partner relationship, or is eligible for group coverage under his or her own employment.

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\* This provision became effective for new hires at the start of the 2007 plan year.

2. The eligibility of a surviving qualified domestic partner shall terminate when he or she marries, enters into another domestic partner relationship, or is eligible for group coverage under his or her own employment.
3. The eligibility of a surviving child who is a dependent of a surviving spouse or domestic partner shall terminate when the eligibility of the surviving spouse or domestic partner terminates, unless the eligibility of the surviving spouse or domestic partner terminates because of death, in which case the child shall remain eligible as if the surviving spouse or domestic partner had not died.

**E. Enrollment.** Enrollment and re-enrollment in plans shall be administered as follows:

1. **Initial Enrollment.** Upon retirement, each new retiree who is eligible to enroll in plans under the Health Benefits Program shall receive uninterrupted coverage under the plan in which he or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.
2. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to retirees fourteen or more days before the beginning of the open enrollment period. If an eligible retiree requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
3. **Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, retirees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:
  - a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree established his or her new permanent residence.
  - b. Any retiree whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree's enrollment was terminated.
4. **Mandatory Re-enrollment During Open Enrollment.** Upon recommendation of the JLMBC, the District may designate any open enrollment period as a mandatory enrollment period during which every eligible retiree or survivor must re-enroll for himself or herself and for each of his or her eligible dependents. If a retiree or survivor fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, a retiree or survivor (and his or her eligible dependents) may, re-enroll if he or she remains eligible, in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility and process the retiree's or survivor's re-enrollment forms as if they were initial enrollment forms—i.e. if the District receives the re-enrollment forms on or before the

15th day of the calendar month, it shall process them so as to make coverage effective on the first day of the calendar month following receipt of the forms, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.

**F. District Contribution towards Premiums.** The District shall contribute towards the premium costs of the plans in which an eligible retiree and his or her eligible dependents and survivors are enrolled as follows:

1. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.1, the District will pay 100% of the District's contribution towards premiums.
2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will pay 50% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for at least ten years but fewer than fifteen years; 75% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for at least fifteen years but fewer than twenty years; and 100% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for at least twenty (20) years.

**G. Conditions of and Limitations on Eligibility and Coverage.**

1. Active employees who become eligible retirees under this agreement are entitled to uninterrupted coverage under the Health Benefits Program provided they submit all necessary applications and other required documentation in a timely fashion.
2. Retirees, their dependents, and survivors may not be enrolled in more than one District sponsored plan at any one time. For that reason, a retiree may be enrolled in a plan in his or her own capacity as a retiree, or as a dependent of another retiree, but not simultaneously in one plan as a retiree and in another plan as a dependent. Likewise, children or other individuals who qualify as dependents may be enrolled in a plan only once as a dependent or survivor, not simultaneously in one plan as a dependent or survivor of one retiree and in another plan as a dependent or survivor of another retiree.
3. To the extent allowed by law, benefits provided under the District's Health Benefits Program shall be secondary to the benefits provided to a retiree or his or her dependents or survivors under Medicare. Furthermore, as a condition of continued enrollment in any hospital or medical plan available under the Health Benefits Program, each retiree and every eligible dependent and survivor age 65 and older must (unless exempted from this requirement under Board Rule 101701.16C) apply for and obtain coverage under Part A (hospital benefits)—either paid or premium free—and Part B (medical benefits) of Medicare. It shall be the sole responsibility of the employee or survivor to provide the District with verification of enrollment in Medicare. The District shall acknowledge receipt of verification of Medicare enrollment upon a retiree's request.
4. Every retiree (or in the event of his or her incapacity, the retiree's representative or agent) shall report, by telephone, e-mail, or written correspondence, any event or change of circumstance that has an affect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to; change of address or telephone number, marriage, divorce, loss of eligibility for dependent, death of the retiree, or death of a dependent.

5. A retiree's or survivor's eligibility (and that of his or her dependents) under this agreement shall terminate whenever the retiree or survivor accepts employment in a position covered by STRS or PERS and becomes eligible for health benefits by virtue of that employment.

#### **IV. Joint Labor/Management Benefits Committee**

**A.** The District shall convene, and the Exclusive Representatives shall all participate in, a Joint Labor/Management Benefits Committee (JLMBC). The role of the Committee is to contain the costs of the District's Health Benefits Program while maintaining and, when feasible, improving the quality of the benefits available to employees.

**B.** The Committee shall be composed as follows:

**District:** one voting and one non-voting District Member appointed by the Chancellor (If one member is absent, the member present shall be the voting member);

**Employees:** six Employee Members, one appointed by each of the Exclusive Representatives (If the one member from any unit is absent, a substitute member from the unit who is present shall be the voting member);

**Committee Chair:** an additional voting faculty member who shall serve as Chair, nominated by the President of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. The District shall grant the Chair of the Committee at least 0.2 FTE reassigned time to perform the duties of that assignment. The Chair may make an annual request to the District for an additional 0.2 FTE reassigned time to complete specified projects recommended by the JLMBC.

**Additional Members:** Although each Exclusive Representative will appoint one regular voting member on the Committee, the Committee shall adopt rules under which each Exclusive Representative may appoint additional non-voting members in proportion to the size of each unit.

**C. The Committee shall have the authority to:**

1. Review the District's Health Benefits Program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to substitute other plans for the District's existing health benefits plans).
2. Recommend the selection, replacement, and evaluation of benefits consultants.
3. Recommend the selection, replacement, and evaluation of benefit plan providers.
4. Review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it.
5. Review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms.
6. Study recurring enrollee concerns and complaints and make recommendations for their resolution.

7. Participate in an annual review of the District's administration of the Health Benefits Program.
  8. Review and make recommendations about the District's health benefits budget.
  9. If health care legislation that necessitates modification of the District's Health Benefits Program enacts before the termination of this agreement, assess the effects of such legislation and make recommendations to the District and the Exclusive Representatives about appropriate action to take.
- D.** Any action of the Committee must be approved by the affirmative vote of the voting District member and all but one of the voting Employee Members at a meeting of the Committee at which a quorum is present. A quorum shall consist of the voting District member and any five voting Employee Members.
- E.** Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.
- F.** The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the "overall cost to the District of maintaining the Health Benefits Program."

## **V. Managing the Health Benefits Program**

By September 1 of each year the JLMBC shall report to the Board of Trustees on the committee's actions and activities to mitigate increases to the cost of the Health Benefits Program so that it continues to provide quality health care to the District's employees, retirees, and their eligible dependents at a reasonable and sustainable cost to the District.

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## **ARTICLE 17                      SPECIAL PAY PRACTICES**

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- A. Work Out of Classification:** Claims for Work out of Classification processes in accordance with Personnel Commission Rule 550 and/or California Education Code 88010. The District and the Commission may provide for an upward adjustment in salary for any period of time less than five (5) days.

The employee shall forward the claim to his/her immediate supervisor or authorized person who required him/her to perform the work out of classification. Such immediate supervisor or authorized person shall, within ten (10) working days, respond to the claim and forward it to the appropriate authority in accordance with Personnel Commission Rule 550.

**B. Shift Differential**

1. All employees covered by this Agreement shall receive a 6.9% shift differential for each day that 50% of their shift falls within the hours of 3:00 p.m. to 12:00 midnight and a 13.8% shift differential for each day that 50% of their shift falls within the hours of 12:00 midnight to 7:00 a.m. An employee receiving a shift differential shall not be paid the differential if reassigned to a shift not qualifying for such payment.

2. Persons assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change.
3. By January 31, 2009 representatives of the District and SEIU 721 will invite Local 99 to meet and discuss shift hours and shift assignments as they relate to completing the work of the District.

C. **Career Increment:** Effective the pay period following the pay period in which July 1, 2008 falls, employees covered by this Agreement shall receive a career increment each month as follows:

Years of Service	Differential per Pay Period (semi-monthly) 12 month employees
Five (5) consecutive years as a supervisor with the Los Angeles Community College District or ten (10) years of overall service with the District	\$61.88
Ten (10) consecutive years as a supervisor with the District or fifteen (15) years of overall service with the Los Angeles Community College District.	\$123.77
Fifteen (15) consecutive years as a supervisor or at least twenty (20) years of overall service with the Los Angeles Community College District.	\$185.64

D. **Computing Differential**

Supervisory Unit employees who provide documentation of having successfully completed the Microsoft Office User Specialist (MOUS) certification training shall receive a differential of \$44.60 semi-monthlies (12-month employees).

The MOUS certification shall be valid for three (3) years from the date of issue. The Unit member must renew the certification and provide proof to the District to remain eligible for the differential.

E. **Education Differentials**

After a Supervisory Unit employee achieves permanent status in his/her current classification, he/she shall become eligible for an education differential for any degree earned that is higher than what was used to qualify for his/her current position.

Once the Supervisory Unit employee qualifies for and receives an educational differential, he/she shall continue to receive that differential as long as he/she remains in the same position. If the entry level requirements for his/her position are changed to require a higher level degree after the differential has been awarded, this shall have no impact on the employee's eligibility to continue receiving the differential.

Degree	Current Differential/semi-monthly rate (12 month employees)
AA/AS Degree	\$23.82
BA/BS Degree	\$29.78
MA/MS Degree	\$35.74
Doctorate	\$41.68



In order for a Supervisory Unit employee to be eligible for an education differential, he/she must present the District with evidence of an earned degree from an accredited institution of higher education. Such evidence shall be in the form of an official transcript sent directly to the District by the institution, which awarded the degree, or an official sealed transcript provided by the employee. A foreign degree must be determined to be equivalent to a U.S. degree by an accrediting agency approved by the District. It is the responsibility of the employee to arrange for such evaluation and to provide such verification of equivalency to the District. Employees shall be eligible for the differential the pay period following the receipt of proof of the degree.

**F. Performance Differential**

The employee receives a one-time \$250 payment per year if employee gets an “Exceeds Expectations” rating.

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**ARTICLE 18                      WAGES AND SALARIES**

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- A. Prevailing Rate. The Union and the District agree that the wages and salaries negotiated in good faith and listed in this Agreement are at least equal to the prevailing salary or wage for the same quality of service rendered to private employers under similar employment.
- B. Salary Placement. Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes hiring at a higher rate.
- C. Step Advancement on the Salary Schedules.
1. Advancement from the first to the second step shall occur as of the first day of the pay period, which follows completion of 130 days in paid status in regular assignments in the class. For purposes of this rule, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee. A day in paid status shall be defined as any day for which pay is received.
  2. Advancements to higher steps shall be made in successive years as of the first day of the correspondingly numbered pay period which the employee received his/her previous step advancement provided that he/she has completed at least 130 days in paid status in regular assignments in the class during the thirteen (13) pay periods since the preceding advancement.
  3. In the event that the employee does not meet the paid status requirement provided above, his/her step advancement shall be effective as of the first day of the pay period which follows his/her completion of such 130 days in pay status in regular assignments in the class.
  4. Upon promotion or reclassification, which results in salary increase to other than the first step, the salary advance to the next step shall be in the pay period immediately following the pay period in which probation was completed. A new cycle for subsequent step advances will thus be established. Provisions of this section shall become effective at such time that necessary reprogramming of the personnel-payroll system can be accomplished.

- a. If the employee completes 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, no change in his/her cycle of step advancement shall occur.
  - b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, it shall become effective as of the first day of the pay period, which follows his/her completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.
  - c. An employee who is subject to a new probation period must have at least seventy-five percent (75%) of the required 130 days in paid status in active on-the-job performance of the duties of a position in the class.
5. The following actions shall not affect the employee's cycle of step advancement:
- a. Relocation
  - b. Change to an equal or lower class.
6. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:
- a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for his/her class as of the first day of the pay period in which the accelerated step or shortened range became effective, provided that he/she meets the paid status requirement.
  - b. A person initially employed in a class on an accelerated hiring step or with a shortened salary range shall advance to the next higher step of the schedule for his/her class on the first day of the pay period in the next salary year which corresponds in number to the pay period in which he was appointed, provided that he meets the paid status requirement. Subsequent advancements shall be based on the cycle thus established.
7. An employee who changes from a flat hourly rate to a rate on a salary schedule shall receive his/her initial step advancement in the class as of the first day of the pay period which follows his/her completion of 130 days in paid status in regular assignments in the class following such change. Subsequent advancements shall take place as of the first day of the correspondingly numbered pay period provided the paid status requirement is met.
8. An employee not serving in his/her regular assignment shall be treated as follows:
- a. An employee who is temporarily serving in a limited-term assignment in an equal or higher class shall receive credit toward step advancement in his/her regular class during the period of his/her limited term assignment. His/her step in the limited-term assignment shall not be adjusted unless an adjustment is necessary to maintain a differential over his/her current regular rate as determined by the District.
  - b. An employee who promoted to a regular position but returns to a lower class before completing the probationary period in the higher class shall receive credit toward step advancement in the lower class for the full period of the service in the higher class. Future

step advancement on the anniversary date in the lower class remains. If the anniversary date in the lower class has passed while he/she was serving in the higher class, he/she will receive step advancement when assigned to the lower class, if he/she has met the requirements of this Article.

- c. An employee who is on leave of absence from his/her regular class in order to serve in an apprentice class shall not receive credit toward step advancement in the former class during such period of leave. If he/she returns to his/her former class upon termination of leave of absence, he/she shall be placed at the flat hourly rate of the class or at the step of the schedule, which is closest to his/her current apprentice rate.
- 9. Time spent by an employee on leaves resulting from an industrial accident or an industrial illness, temporary military leave, or military leave other than temporary, shall be credited as time in paid status for purposes of step advancement.
- 10. Employees who are allowed to take vacation during periods, which are excluded from their regular assignment periods, shall receive credit towards step advancement for the time they are in paid status during such periods.
- D. Nothing in this Article shall prevent the Board of Trustees from withholding step advancement provided it is first negotiated with the Union.
- E. The District agrees to continue the provisions of Section 414 (h) (2) of the Internal Revenue Code concerning tax treatment of employee retirement contributions to the Public Employment Retirement System.
- F. Effective at the beginning of the July 2011 monthly pay period, the District shall agree to implement the same percentage general salary increase or other positive financial adjustment (e.g. general, column, step, differential adjustments and/or bonuses) that may be granted to other bargaining units during the negotiation of the 2011-2014 successor agreement.
- G. For 2012-2013, compensation matters of this Agreement may be reopened at the request of either party.
- H. For 2013-2014, compensation matters of this Agreement may be reopened at the request of either party.
- I. The District reserves the right to grant additional salary increases to any class or classes of positions, as it deems appropriate provided the District confers with the Union prior to granting said salary increases. The District shall determine rates of pay for any new classifications implemented during the term of this Agreement.

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## ARTICLE 19

## GRIEVANCE PROCEDURE

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### A. Grievance Defined.

- 1. A grievance is defined as a formal written complaint by an aggrieved permanent employee(s) that there has been a violation of a specific provision(s) of this Agreement; or

2. A formal written complaint by the Union that the District has violated a specific provision of Article 5, Union Rights. Such grievances shall be presented by the Union directly to the Office of Employer-Employee Relations within thirty (30) days of the time the Union had knowledge of the act giving rise to the grievance; or
3. An appeal of a Notice of Unsatisfactory Service which is not a basis for nor has become a basis for further disciplinary action. Provided that such appeal is based on either (a) an abuse of discretion and/or (b) such notice is not in accord with the facts. Notwithstanding the foregoing, notices issued during an initial probationary period shall not be appealable under this procedure.

**B. Matters Excluded.** All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to reduction in force; examination procedures, results and references; performance evaluations, except as provided above and in Article 11, Procedure for Performance Evaluation, Paragraph D.1.a. disciplinary matters, and complaints by one employee about another. Also excluded are those matters so indicated elsewhere in this Agreement. Claimed violations of Appendix G, Nondiscrimination and Affirmative Action, are to be handled under other District review procedures and/or statutory procedures, rather than the grievance procedure.

**C. Definitions.**

1. Grievant. An employee covered by the terms of this Agreement.
2. Group Grievances. Should the District and/or the Union feel that the significant characteristics of a number of individual grievances or potential grievance are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievances shall be carried through the procedure by one designated Grievant.
3. Day. A day, for the purpose of this Article, is defined as any day of the calendar year, except Saturdays, Sundays and legal (or school) holidays.
4. Division Head. A management employee assigned the administrative responsibility for a division in the District Offices.
5. Management Employee. Any employee designated by the Board of Trustees as management, consistent with the provisions of Government Code 3540 et seq.

**D. General Provisions.**

1. Union Responsibilities. The Union agrees to encourage the Grievant to discuss his/her complaint with his/her immediate supervisor or the appropriate immediate supervisor.
2. Before filing a formal written grievance, the Grievant should attempt to resolve it in an informal manner with the appropriate immediate supervisor.
3. At all grievance meetings under this Article, the Grievant shall be entitled to be accompanied and/or represented by a Union representative. A Grievant shall also be entitled to represent himself/herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator and/or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

4. Released Time for Employees and Union Representatives. Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time including necessary travel time without loss of salary will be provided to the Grievant.
5. Effect on Time Limits. If a grievance is not processed by the Grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit is a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by written agreement.
6. The respondent in any grievance shall be the District or individual campus as appropriate, rather than any individual supervisor or management employee.
7. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties agree to the contrary.
8. Processing and discussing the merits of a grievance shall not be considered a waiver by the District or the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.
9. Only District employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the Grievant.
10. Appearance as a witness at a meeting other than a formal hearing requires the mutual consent of both parties.
11. The District shall grant released time for the processing and investigation of grievances under this Agreement to unit members who are Job Stewards, subject to the following conditions:
  - a. The Union will designate to the Office of Employer-Employee Relations the names of those members who are Job Stewards.
  - b. The Job Steward shall inform his/her immediate supervisor of the need for release time at least twenty-four (24) hours in advance. Workload permitting, the Job Steward will be granted release time.
  - c. Upon prior approval from the unit member's supervisor, the Job Steward may consult with unit members during working hours.
12. Unit members may have a grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement. The Union shall be provided copies of any grievances filed by unit members and any responses by the District. Prior to resolution of any grievance, the Union shall be provided a copy of the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be submitted to Step Four for resolution.

**E. Procedure.**

1. Step One.

Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on a District's grievance form (Appendix F) to the immediate supervisor who has the authority to adjust the grievance. If the grievance involves a disagreement or dispute between the Unit member and his or her immediate supervisor then the next line of authority shall hear the grievance. The Unit member shall write a clear and concise statement of the incident, including the names of the parties involved that led to the grievance, identifies the specific section of the Agreement violated and provide a desired remedy. The employee's representative, if any, shall receive a copy of the grievance.

If the grievance concerns a Notice of Unsatisfactory Service, the grievance form should also contain a reason for the appeal (i.e., abuse of discretion or not in accord with the facts). A meeting between the Grievant and the immediate supervisor or his/her designee shall take place within ten (10) days from presentation of the grievance.

The immediate supervisor (or administrative designee who hears the grievance) shall reply in writing within ten (10) days following the meeting.

2. Step Two.

If the grievance is not resolved in Step One, the Grievant may, within ten (10) days after the receipt of the immediate supervisor's written decision, present the written grievance to the next level of authority or his/her designee. The written grievance shall contain the same information as in Step One and a copy of the Step One decision.

Within ten (10) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within ten (10) days following the meeting.

3. Step Three.

If the grievance is not resolved in Step Two, the Grievant may, within ten (10) days after receipt of the decision in Step Two, present the written grievance to the College President or Division Head or his/her designee. The written grievance shall contain the same information as in Step One, copies of the Step One and Step Two decisions, and reasons for the appeal. Within ten (10) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The College President or Division Head or his/her designee shall reply in writing within five (5) days following the meeting.

4. Step Four - Request for Hearing.

a. If the Grievant is not satisfied with the decision at Step Three, the Grievant, with the concurrence of the Union, may submit the matter to the Office of Employer-Employee Relations for a hearing. This written request must be made within ten (10) days after termination of Step Three.

b. Within ten (10) days from the date the request for hearing is received by the Office of Employer-Employee Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator. The arbitrator shall be selected from a permanent panel of seven (7) arbitrators, to be selected by mutual agreement of the District and the Union, by alternately striking names until one remains. The party that strikes the first name shall be chosen by lot. If the arbitrator indicates that he/she will not be available for a

hearing within a reasonable time not to exceed sixty (60) days, the parties will proceed to select another arbitrator as indicated above.

- c. Final and Binding Arbitration. The decision rendered by the arbitrator in Paragraph 4.j., shall become final and binding upon the Grievant(s), the District, and the Union.
- d. The Office of Employer-Employee Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other service required by the arbitrator in fulfilling his/her responsibilities.
- e. The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.
- f. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- g. Optional Preliminary Hearing of Issues Which Don't Involve Merits of Grievance. If the District claims that the grievance should be dismissed for reasons which do not go to the merit (e.g. mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Union or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the arbitrator's decision on the preliminary matter(s) and hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defense at the regular hearing; provided that it gives the Union ten (10) days notice of its intention to do so.
- h. Limitation upon the Arbitrator. The Arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the Grievant has rendered service and has not been paid for that service; the Arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of \$2,500, the Board of Trustees shall review the Arbitrator's decision and render a final decision as to the amount, in excess of \$2,500, to be granted. In grievances involving alleged contract violations, the Arbitrator's decision shall be limited to a specific finding regarding that alleged violation of a specific term of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or detraction) of the terms of this Agreement. The Arbitrator shall have no power to render recommendations on any grievance occurring before or after the terms of this Agreement or to grant a remedy exceeding that sought by the Grievant.
- i. The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the Government Code of the State of California. No other section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their

representatives, if any, witnesses while testifying and representatives of the Office of Employer-Employee Relations.

- j. The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Union, and the Board of Trustees. The decision shall be final and it shall constitute the final administrative remedy available to the Grievant.
- k. Expenses. The District and the Union will share equally the payment of the services and expenses of the arbitrator. Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense.
- l. Grievance Files. The District's Office of Employer-Employee Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file, unless it is reasonably necessary or appropriate to do so.
- m. No Reprisals. There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a Grievant pursuant to these procedures, provided such utilization or assistance conforms to rights established under this Agreement.

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**ARTICLE 20                      CONSULTATION**

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The Chancellor, or his/her designee, and the designee of the Supervisors Unit shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement and to discuss matters of mutual interest. Prior to each such consultation session, the District and the Unit should exchange written agendas.

- A. Similarly, the College President or her/his designee and the Supervisors Unit Representative or his/her designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement at the college and to discuss matters of mutual interest. Prior to each such consultation session, the District and the Unit should exchange written agendas.
- B. The District, no later than January 2006, will convene a Joint Labor-Management Leave Committee comprised of one representative from each of the District's classified employee unions, selected by the respective unions, and the Associate Vice Chancellor of Employer/Employee Relations.

The goal of the committee shall be to develop leaves of absences that are consistent across all classified employee unions. "Consistent" means to the extent possible, viable, and agreeable to the members of the committee, leaves packages for the participating unions are the same or substantially similar.

The method shall be that leave provisions of all involved unions shall be scrutinized, and the committee shall choose its preferred terms and conditions from among the existing leave of absence terms and conditions. Existing terms and conditions mean that no new or expanded leaves or leave terms or conditions will be implemented.



No union shall be required to accept the final decision of the committee as it may pertain to that union, however, should any union reject the committee's decision, no changes will be made to that union's leaves of absence as they now exist, and that union's contract will remain unchanged regarding leaves of absence.

- C. The District will meet with the Union or its credentialed representatives for the sole purpose of consultation when changing or revising Unit's Job specifications. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established District rules and procedures.
- D. This Article shall not be subject to provisions of the Grievance Procedure.

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**ARTICLE 21                      PERSONNEL FILES**

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A. **Definition.** A personnel file shall mean the personnel file which is compiled on an employee and maintained by the Personnel Operations Branch and/or a local file which is maintained at a designated site at the campus or the Division office. The College President or Division Head or designee shall advise the Union as to the location of the local personnel files. Excluded from both such files are supervisors' personal notes regarding the employee and records relating to grievances and/or arbitrations. The materials in these files shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. Such material is not to include ratings, reports, or records which:

- 1. Were obtained prior to the employment of the person involved,
- 2. Were prepared by identifiable examination committee members, or
- 3. Were obtained in connection with a promotional examination.

B. **Placing Materials in the Personnel File.**

- 1. Prior to placing any material in an employee's personnel file, the employee shall be given the opportunity to read and sign the material. The employee's signature shall indicate that he/she has been given a copy of the material. If the employee refuses to sign the material, a witness' signature shall indicate that he/she has received or has been offered a copy of the material. When an employee is not available for issuance, the material shall be placed in certified mail to the employee's address of record.
- 2. No material whose origin cannot be identified may be placed in the file. Derogatory or adverse material must bear the name of the administrator who placed the material in the file, along with the date of such placement.
- 3. After adverse or derogatory material is placed in a personnel file, the employee must be given reasonable time to respond in writing to the material. Such written response must be submitted to the Office of Employer-Employee Relations within twenty (20) working days from issuance to, or review by the employee of the derogatory or adverse material. This response shall then be attached to the material and entered in the file.

4. Adverse or derogatory material shall remain part of the personnel file until such as the college division issuing it requests its removal, unless the employee asks that the material be retained. Such material which has been placed in the personnel file shall be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued.
5. The material removed from an employee's personnel file may be maintained separate from any personnel file under the following conditions:
  - a. The material shall be kept in the Office of Employer-Employee Relations.
  - b. Such material may not be used by the District in any proceedings which affects the status of the employee.
  - c. Whenever possible, the employee will be notified when any such material is to be viewed. If it is not possible to inform the employee before such material is viewed, the employee shall be notified by the Office of Employer-Employee Relations within five (5) days of the viewing. Notification shall include the date and the purpose of the viewing and the identity of the viewer.
  - d. Such material may only be viewed by the Office of the Chancellor, the Office of the Vice Chancellor of Human Resources, the Office of the General Counsel, and the Office of Employer-Employee Relations. Notwithstanding the foregoing limitation, the material may be utilized by the District in compliance with a legal court order.

**C. Viewing the File.**

1. An employee shall have the right at any reasonable time to inspect his/her personnel file.
2. The employee may be accompanied by a representative of the Union.
3. The employee's Union representative shall have the right with the written consent to the employee, to inspect the employee's personnel file at a reasonable time.

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**ARTICLE 22                      LAYOFF AND FURLOUGH**

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**A. Effects of Layoff.**

1. Definition. A layoff is a separation from regular services because of lack of work or lack of funds, or because the position has been abolished or reclassified, or because an employee has exhausted all leave privileges after illness or accident.
2. Vacation Pay. Bargaining Unit employees will be paid for accumulated hours. Payment will be made no later than the payday for the pay period following the layoff.
3. Health and Welfare. Hospital/medical, dental, vision care and life insurance coverage shall be maintained at existing levels according to the following schedule:

<b>Years of Service</b>	<b>Months Continuation After Layoff</b>
1 - 5	2 months
6 - 10	4 months
11 or more	6 months

4. Severance Pay. An employee whose regular employment with the District has been terminated due to a layoff, and the employee is not reemployed or offered reemployment by the District in regular status within (60) calendar days of the day of layoff shall receive a severance grant. The severance grant shall be equivalent to the dollar value of the annual earnable vacation which would be earned by the employee applying the earning rate in effect at the close of the pay period immediately preceding the date of the layoff. The severance grant shall be computed by multiplying the hourly vacation earning rate times the number of hours assigned per pay period times the number of pay periods assigned in a calendar year times the hourly wage rate of the employee. Employees who elect retirement in lieu of layoff shall receive the severance grant and the applicable benefits.
5. Layoff and reemployment procedures shall be in compliance with Education Code Sections 88015, 88017, 88117, and 88127; and in accordance with applicable rules and regulations established pursuant to such sections.
6. Layoff is not a break for vesting purposes for Health and Welfare benefits.
7. Every employee with ten (10) or more years of regular service in the Los Angeles Community College District, who is laid off, and who retires from PERS or STRS within one (1) year from the effective date of layoff, will be eligible for continuation of fringe benefits, as a retiree in accordance with Article 16 of this Agreement.

**B. Effects of Furlough.**

1. Definition. A furlough is a specific period of time not to exceed three (3) weeks in any fiscal year, in unpaid status within the employee's assignment basis with a definite return date to the same position in the same classification at the same location and under the same working conditions.
2. Vacation Pay. Furloughed employees shall not be permitted to receive payment for accumulated vacation hours.
3. Health and Welfare. All benefits will continue as though in paid status.
4. Employees on furlough shall continue to accrue all rights/benefits and privileges as if they were on paid status as provided by law, which shall include, but not necessarily are limited to:
  - a. Continuation of health and welfare benefits as mentioned above,
  - b. Vacation earning,
  - c. Seniority for the purposes of:
    - (1) Step advance
    - (2) Probationary period

(3) Promotional examinations

5. Employee furloughed during any fiscal year will receive vacation credit in the subsequent fiscal year on an hour for hour basis; for every hour furloughed the employee will receive one hour of vacation credit on July 1 of the subsequent fiscal year.
6. Furlough is not a break for vesting purposes for Health and Welfare benefits.

**C. Effects of Reorganization.**

1. Settlement Agreement LA CE-4949-e between SEIU 721 and the Los Angeles Community College District shall be observed and enforced.
2. The District and/or the college shall meet and confer with SEIU 721 before finalizing any considerable and tangible: reorganization, reassignment of duties, increase in duties, decrease in duties, elimination of positions, or increase in positions, limited to positions in the bargaining unit and excluding position changes made by the Personnel Commission.

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**ARTICLE 23                      WORK ENVIRONMENT**

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**A. Safety in the Workplace.**

1. Preventing Violence in the Workplace. The District and the Union shall review and evaluate existing security plans, and make recommendations to worksites for changes.

The District and the Union shall continue discussions regarding violence in the workplace during the term of this Contract. The District and the Union shall reach consensus on the number of participants. Each constituency shall select its own participants. The discussions shall be conducted using Interest Based Bargaining or other effective communication processes. When needed, those employees involved in such discussions shall be granted appropriate release time.

2. Training and Education.

In an effort to provide a safer work environment, and to foster an understanding of issues regarding violence in the workplace, the District and the Union shall develop training programs, open to all interested employees, which shall address safety in the workplace.

Union employees shall attend the initial training and shall receive appropriate release time for this and subsequent training.

The Union and the District shall develop procedures for training new employees.

3. Escort After Dark.

During the hours of darkness, or when an employee's workstation or parking space is in a remote area, Union members may request that campus security provide an escort. The escort shall be designated by district security services, or other District designated personnel.

## **B. District Compliance**

1. The District shall conform to State and Federal law and guidelines governing the use of computer equipment.
2. The District shall provide training to ensure that the purchase or lease of computers and associated equipment, its installation, use and maintenance shall conform to ergonomic guidelines.
3. The District defines a computer operator as any unit member who works twenty (20) hours per week or more at a computer terminal on tasks including, but not limited to, inputting data or programming computers.
5. When the District purchases and installs new microelectronic equipment, it shall conform to the guidelines contained in this article.

## **C. Individual Employee Work Site Conditions.**

Employee workstations shall meet the following standards:

1. Lighting and Glare.
  - a. The computer workstation shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.
  - b. The luminance of computer characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable.
  - c. If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the computer screen.
  - d. Whenever possible, the work area shall be painted with a low-reflective color.
  - e. The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light will be available to any operators who request it.
2. Keyboard and Monitor.
  - a. The keyboard shall be adjustable and detachable.
  - b. The screen shall be adjustable horizontally and vertically to fit the operator's plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.
  - c. The screen shall be adjustable for brightness and contrast.
3. Printer.

Printer noise shall not exceed 65 db or above when measured over an eight hour shift. Noise reduction can be addressed by distance and/or a cover or shield. Printers that produce 80 db or more shall be in a separate room.

3. Chair and Desk.

- a. The chair shall be adjustable for seat height, backrest height, and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with casters. Chairs with optional armrests shall be provided at the request of the employee. Chair seat, backrest, and armrests shall be made of moisture absorbing material.
- b. Either by way of adjustable work surface (i.e. computer table, desk top, etc.) or appropriate accessory, the monitor and keyboard must be able to be situated at different levels.
- c. There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.
- d. The leg space under the table shall be free from obstructions.
- e. The desk top shall have a glare-inhibiting matte cover or surface.
- f. Footrests and wrist rests shall be available

5. Maintenance and Monitoring.

- a. Qualified personnel shall maintain each computer as necessary. If an employee discovers a problem with a computer or accessory, he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner. Computer maintenance records shall be available to the Union upon reasonable for all equipment used by unit members.
- b. Whenever computer equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, they shall be replaced immediately with equipment, which meets the standards stated above. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.

6. Work Breaks. Every employee actively working at a computer terminal shall be required to take a fifteen (15) minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Employees shall not be required to operate VDT equipment fifteen (15) minutes before the end of his/her shift.

7. Eye Examinations. Operators and users shall have their eyes examined within two (2) months of being assigned to such a position. The examination shall be done by an optometrist or ophthalmologist covered by the District's hospital/medical or vision care insurance. All operators shall have their eyes examined annually thereafter. In addition to routine optical testing, the examination shall include tests for visual field acuity, color vision, cataracts, and accommodation. Operators shall inform the attending physician that they are computer operators and that the above conditions must be tested for.

Operators required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for computer use shall be covered by the VSP/computer plan for lenses, frames (least expensive), and basic treatment for the initial prescription and each time the prescription changes (frames to be replaced when they are no longer serviceable). If an operator is required by an optometrist or ophthalmologist to have an eye examination more frequently than

once a year, the cost of the additional examination(s) shall be covered by the plan. Lenses and frames not required exclusively for computer use shall be paid for by the operator who may utilize the benefits available from the District's hospital/medical and/or vision care insurance plans.

8. Pregnant Employees. Upon request, pregnant employees shall be reassigned from duties involving computers, shall be moved from the vicinity of computers, or shall remain in their positions and shall be relieved of their computer duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. If the employee does not return immediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.
9. Disabled Employees. Disabled employees shall be reassigned from computer duties or shall be moved from the vicinity of computers or shall remain in their position and shall be relieved of computer duties, upon the recommendation of their physician for the period of time recommended. Upon being released by her physician to resume duties involving computers or to return to a workspace in the vicinity of computers, an employee shall be assigned to a position in his/her classification in accordance with the following:
  - a. Employees returning from a reassignment of ninety (90) working days or less shall be returned to the same position from which the reassignment was made.
  - b. Employees returning from a reassignment of from more than ninety (90) days shall be returned to a position in her classification at the location to which the employee is assigned.
  - c. Temporary reassignments cited in paragraphs 9.a. and 9.b. shall be without loss of paid benefits.
10. Training and Education. The District shall develop and distribute a written guide for the safe and healthful operation of computers and associated equipment. The guide shall include, but is not limited to, instructions on relaxation exercises for visual and musculoskeletal strain, the proper use of footrests and wrist rests, proper posture and other beneficial work habits. As new information becomes available, it shall be incorporated into this guide.

The District shall sponsor workshops regarding the safe and healthful use of computers and associated equipment periodically. Attendance at workshops for newly assigned computer operators shall be mandatory.

With regard to computers and other associated microelectronic technology, the following training opportunities shall be made available:

- a. computer operators and users shall be trained on the normal use of computers and associated equipment and its safe and healthful operation. Such training shall be made available through formal classes, in-service training, on-the-job training, and/or training provided by manufacturers and vendors.
- b. When the District requires a Union member to use new office technology, training shall be provided. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee

to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.

11. New Technology and Job Security.

No employee shall be laid off or demoted as a consequence of the introduction of microelectronic technology (hardware or software); employees shall be required to participate in training on such technology as directed by the District to obtain or maintain an acceptable level of proficiency in the new technology. To the extent possible, affected employees shall be involved in the selection and implementation of technological changes.

- D. Work Environment Committee: The District Office and each campus shall establish a Work Environment Committee (WEC) composed of one (1) SEIU Local 721 member designated by the SEIU Local 721, administrators designated by the College President and other employees as designated by their contracts with the district.
- E. Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to carry out the obligations under Section B & C.
- F. No Discrimination: No employee shall be in any way discriminated against or suffer repercussions as a result of reporting any condition, either to the district or to any other relevant agency, believed to be a violation of Section B or the paragraph below.

An employee shall attempt to report any unsafe working condition(s) to the appropriate worksite and/or District Personnel immediately upon recovery.

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**ARTICLE 24                      COMMITTEES AND SHARED GOVERNANCE**

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- A. The District and the SEIU 721 recognizes that decision-making in an academic environment is generally made via a committee. If a College President, Division Head, the Chancellor, or the Board of Trustees appoints a campus/worksite advisory committee for accreditation, budget, planning/development, facilities planning, staff development, work environment, and/or equal employment opportunity and diversity, at least one SEIU Local 721 member, selected by SEIU Local 721, shall be appointed to each campus, District Office and District-wide Planning and Advisory Committee (PAC) and any other Shared Governance Committee, not identified that will have an effect on Local 721.
- B. When there is a question as to whether a committee is a shared governance committee, the college or District and the Union shall meet and confer to resolve the question.
- C. The District may ask the SEIU Local 721 or the Union may request to appoint one representative to any non-faculty selection committee/panel. The District retains the right to appoint a unit member to a hiring panel for purposes other than representing the unit.
- D. SEIU Local 721 will make every effort to ensure that committee assignments on campus, District Office and District-wide Planning and Advisory Committee (PAC) and any other shared governance committees will be reasonably distributed among its SEIU 721 members.



EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the 11<sup>th</sup> day of July, 2012.

LOS ANGELES COMMUNITY COLLEGE  
DISTRICT

By Miguel Santiago  
Miguel Santiago  
President, Board of Trustees

By Daniel J. La Vista  
Daniel J. La Vista  
Chancellor

By Michael W. Shanahan  
Michael W. Shanahan, Chief Negotiator  
Sr. Associate Vice Chancellor (Interim)  
Human Resources

By Jamillah Moore  
Jamillah Moore, President  
Los Angeles City College

By Betsy A. Regalado  
Betsy Regalado, VP, Student Services  
West Los Angeles College

By Luis Rosas  
Luis Rosas, VP Academic Affairs  
Los Angeles Harbor College

SUPERVISORY UNIT

By Anthony R. De Clue  
Anthony R. De Clue, Chief Negotiator  
S.E.I.U. Local 721

By Galen W. Bullock  
Galen W. Bullock, President  
S.E.I.U. Local 721

Administrative Analyst  
Admissions and Records Office Supervisor  
Assistant Bookstore Manager  
Assistant Bookstore Manager (Starred Rate)  
Assistant Registrar  
Auditorium-Stadium Manager  
Bookstore Manager  
Carpentry Supervisor  
College Financial Administrator  
Community Services Specialist  
Computer Operations Shift Supervisor  
Custodial Supervisor  
Custodial Supervisor (Starred Rate)  
Data Control Supervisor  
Electrical Supervisor  
Equestrian Manager  
Financial Aid Manager  
Financial Aid Supervisor  
Fitness Center Coordinator  
Food Services Manager  
Food Services Supervisor  
Gardening Supervisor  
General Foreman  
Graphic Arts Designer  
Heating and Air Conditioning Supervisor  
Office Supervisor  
Operations Manager  
Painting Supervisor  
Plumbing Supervisor  
Public Information Officer  
Senior Accountant  
Senior Admissions and Records Office Supervisor  
Senior Auditor  
Sr. Computer & Network Support Specialist  
Senior Custodial Supervisor  
Senior Food Services Manager  
Senior Instructional Media Specialist  
Senior Personnel Technician  
Senior Programmer Analyst  
Stock Control Supervisor  
Supervising Accountant  
Supervising Accounting Technician  
Supervising Broadcast Engineer  
Supervising Electronics Technician  
Supervising Payroll Technician  
Swimming Pool Supervisor

*This evaluation is conducted in keeping with ARTICLE 11, PERFORMANCE EVALUATION PROCEDURE*

**PURPOSE**

The performance evaluation process gives the Unit member and his or her supervisor an opportunity to formally review the Unit member's job performance. It is designed to assess accomplishments, communicate standards and expectations, and to set goals for future performance. Evaluations shall be performed at least every year.

**PERFORMANCE RATINGS****Exceeds Expectations**

Performance shows consistent and important contributions, which exceed normal expectations. Performance achievements are distinctive and unique and are beyond the principal objectives of the position.

**Meets Expectations (Satisfactory)**

Performance shows attainment of the principal objectives of the position. Performance is consistent with reasonable expectations of a well-trained, competent person in this position classification.

**Needs to Improve**

Performance shows deficiencies, which seriously interfere with the attainment of the principal objectives of the position. Improved performance on this factor is needed which requires a serious concentrated effort on the part of the employee to reach a satisfactory level.

***Fails to Meet Expectations***

Performance is clearly deficient and previous remedies and strategies for improvement have not been successful. Major improvements need to be demonstrated by the employee immediately. Follow up evaluation and ongoing monitoring of progress is required.

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**Name of Evaluatee:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_ **Evaluation Period:** \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_

**Job Duty Statement Review (Attach)**

- The duties remain the same and no changes were made
- The duties were changed and are reflected in the revised document.

**Statement of goals and objectives**

The employee and supervisor should agree on the goals and objectives for the evaluation period which should be measurable and verifiable, realistic, and directly related to the Unit member’s job.

**a. Prior year**

- 1. State goals and objectives and other significant accomplishments achieved during this evaluation period.
- 2. State goals and objectives, which were not accomplished during this evaluation period, include reasons or causes, which prevented the accomplishment of each goal and objective.

**b. Next evaluation cycle**

- 1. State goals and objectives to be achieved during the next evaluation cycle.
- 2. State method to be used and resources required to accomplish these goals.

**Job knowledge**

Assessment of understanding of job requirements, knowledge needed to perform job duties, fulfillment of position responsibilities, and identification of areas for future professional development. Consider depth, breadth, application, and acquisition of knowledge. Ability to achieve desired, timely results, and organizing, directing, and coordinating work activities for the attainment of goals and objectives.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Effectiveness**

Assessment of effectiveness as a team member and colleague. Consider interactions with superiors, peers, and other organizational unit and willingness to assist and guide others. Consider the ability to obtain the support and respect of others, to work under stressful conditions, and to be depended upon to meet commitments and work standards while maintaining interest and enthusiasm for the job.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Problem Solving/Judgment**

Assessment of ability to solve problems and demonstrate good judgment. Consider the ability to identify causes of problems, to recognize critical elements of problems, and to solve many different problems concurrently. Consider the qualities necessary to accurately assess and appraise the character and abilities of people, consequences of actions and decisions, and the relevant importance of facts and data.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Change/Creativity/Innovation**

Assessment of ability to adapt to change, show creativity and develop innovative approaches. Consider applications of innovative concepts and ideas for creative improvements in operations, methods, procedures and programs. Consider adaptability to rapid changes, new situations and changing priorities.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Initiative/Leadership**

Assessment of ability to initiate, make and carry out decisions and demonstrate leadership. Consider the ability to take prompt, decisive action and the willingness to accept responsibility for decisions. Consider the establishment of performance standards for the work unit and the training, developing, evaluating, assessing, counseling, and guiding of subordinates.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Communication/Consensus Building**

Assessment of ability to communicate and build consensus. Consider the ability to organize and effectively present information orally and in writing. Consider ability to use interest based problem solving methods to develop consensus.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

Brief summary of Accomplishments:

Suggestions for Improvements:

**Overall assessment of professional skill and ability, including:**

Leadership skills

Communication skills

Supervisory skills

Professional knowledge and expertise

**Overall Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Unsatisfactory

**Overall statement of expectations for performance and statement of how the employee will meet that standard.**

This appraisal has been reviewed by me and discussed with my supervisor:

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_  
Supervisor

Reviewed by: \_\_\_\_\_ Title: Vice President

Reviewed by: \_\_\_\_\_ Title: President

An employee may attach a statement to this form if the acknowledgment does not represent agreement by the employee.

**Instructions for Preparing Notices of Outstanding Work Performance**

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1. Reasons for Awarding a Notice of Outstanding Work Performance: To provide an official record of commendation for:  
Outstanding, day-to-day performance of an employee  
Outstanding work performance in unusually difficult and/or emergency situations.
2. When: Outstanding service may be awarded as often as the supervisor considers appropriate.
3. Who: Notices are completed by the immediate supervisor. The immediate supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is most closely acquainted with the employee's work.
4. How: The supervisor should give specific examples or explanatory comments of the employee's work performance which illustrate in what respect the employee has clearly exceeded the supervisor's standards for satisfactory work. These examples or comments should demonstrate the employee's outstanding work performance on one or more of the following factors:  

<i>Quantity of work</i>	<i>Quality of work</i>	<i>Work habits and attitudes</i>
<i>Dependability</i>	<i>Relationships with people</i>	<i>Supervisory ability</i>
5. Awarding the Notice of Outstanding Service:
  - a. Present the signed Notice of Outstanding Service to the employee being recognized so that he or she can sign and receive a copy.
  - b. Forward a copy to the District Human Resources Division so that a copy can be added to the employee's Personnel File.
  - c. Forward a copy to the Personnel Commission Office.

---

The following employee is commended for outstanding work performance for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

**Name** \_\_\_\_\_ **Employee Number** \_\_\_\_\_  
Last First

**College/Division** \_\_\_\_\_ **Classification** \_\_\_\_\_

Below are specific examples or explanatory comments of the outstanding work performance of the employee (attach additional sheets if needed):

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Signature of Supervisor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Employee \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Reviewer (Optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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**APPENDIX D****NOTICE OF UNSATISFACTORY SERVICE FOR CLASSIFIED EMPLOYEE**

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Name \_\_\_\_\_ Employee Number \_\_\_\_\_

College/Division \_\_\_\_\_ Classification \_\_\_\_\_

This Notice is issued for the period  
from \_\_\_\_\_ to \_\_\_\_\_Recommendation for discipline (if  
any): \_\_\_\_\_**NOTE: Attach appropriate "Recommendation" form: C2005 – Suspension; C2012 – Demotion; C2004 -  
Dismissal**

1. This Notice is issued for the following causes (see reverse side for a listing of causes):
2. The charges, which support the above causes, are specified on the attached page(s).
3. Informal and formal conferences and counseling were conducted with the employee on (attach additional pages as necessary):
4. The following directions and suggestions have been made to facilitate this employee's improvement (attach additional pages as necessary). If none, so state:

\_\_\_\_\_  
**Immediate Supervisor**                      **Date**\_\_\_\_\_  
**Employee**                                      **Date**  
*My signature indicates that I have received a copy of this Notice, and not that I necessarily agree with its content. I understand that I may forward a written statement to the Office of Employer-Employee Relations that will be attached to the original Notice in my Personnel File.*\_\_\_\_\_  
**Next higher level supervisor**              **Date**\_\_\_\_\_  
**President, Vice Chancellor**              **Date**  
**or Chancellor**\_\_\_\_\_  
**Witness**                                      **Date**  
(in the event employee  
refuses to sign Notice)  
*Note: If employee is unavailable to sign, please send to  
Employer-Employee Relations for issuance by certified  
mail*



## **INSTRUCTIONS FOR PREPARATION AND ISSUANCE OF NOTICE OF UNSATISFACTORY SERVICE FORM**

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1. **Preparation** - Prepare an original and two (2) copies of the form as follows (refer to Personnel Guide B478):
  - (a) Indicate name, employee number, college, and classification at top of form.
  - (b) Enter the specific period during which the employee's services were unsatisfactory, making certain that the dates cited encompass the earliest and latest dates referred to in the Charges section.
  - (c) If discipline (suspension, demotion or dismissal) is recommended, indicate the level of discipline.
  - (d) In *section 2.*, list the dates, if any, on which informal and formal conferences were held with the employee. Attach a sheet with a brief chronological synopsis of what was covered during each of those meetings.
  - (e) In *section 3.*, indicate the *Causes* for issuing the Notice; choose one or more causes from among the following causes as set forth in Personnel Commission Rule 735 that best describes the unsatisfactory performance:
    1. Incompetence
    2. Inefficiency
    3. Insubordination
    4. Willful misconduct or any other willful failure of good conduct tending to injure the public service
    5. Inattention to or dereliction of duty
    6. Willful and persistent violation of the provisions of the Education Code, public policy, or of policies, rules, regulations, or procedures adopted by the Board of Trustees or the Personnel Commission
    7. Dishonesty
    8. Discourteous, abusive, or threatening language or behavior directed toward any person, including sexual harassment, racial harassment, or other legally prohibited actions or behavior
    9. Immoral conduct
    10. Appearing for work under the influence of alcohol or controlled substance or using alcohol or a controlled substance illegally while on duty
    11. Conviction of any controlled substance offense as defined in Education Code Section 87011
    12. Failure to abide by the conditions of an agreement regarding participation in an alcohol or substance abuse rehabilitation program
    13. Frequent unexcused absence or tardiness
    14. Abuse of leave privileges by habitual use of leave for trivial indispositions or by absence so frequent that the efficiency of the service is impaired
    15. Absence without leave or abandonment of position
    16. Failure to disclose material facts or the making of any false or misleading statement on any official document of the District or Personnel Commission
    17. Failure to report for a health examination after reasonable notice
    18. The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which precludes an employee from satisfactorily performing the essential duties of the position classification to which assigned
    19. Failure to disclose material facts regarding criminal records
    20. Failure to report for review of criminal records after reasonable notice
    21. One or more criminal convictions which indicate that the person is a poor employment risk in the job classification he/she holds
    22. Conviction of any sex offense as defined in Education Code Section 87010
    23. Engagement in political activities during assigned hours of employment
    24. Advocacy of overthrow of the government of the United States or the State of California by force, violence, or other unlawful means
    25. Knowingly becoming or knowingly remaining a member of the Communist Party on or after November 12, 1952, as defined in Education Code Section 88122
    26. Active participation by a management or confidential employee in the affairs of an employee organization which is an exclusive representative
    27. Unauthorized use or abuse of District or student body property
    28. Failure to successfully complete a training program or to meet a special entrance qualification that is required for a job classification
  - (f) In *section 4.*, cite the Charges that support the causes on an attached sheet(s) of paper, if necessary.
  - (g) Signatures of supervisors and President (Associate Vice Chancellor or Chancellor) must be in place before issuing the form.
2. **Issuance** - Arrange to meet with the employee to issue the Notice of Unsatisfactory Service. You should have a *witness* with you during the meeting.
3. **Signature** - Request that the employee sign Form C1065 as an indication that he/she has received a copy of the form. If the employee refuses to sign the form, have a witness sign Form C1065 as an indication that the employee received and/or was offered copy of the form. The employee (or witness) should sign form C1065 *and initial and date all other documents attached to it*. If the employee is not available to be served with the Notice, forward it to Labor Relations for service via certified mail.
4. **Distribution:** Original – Forward to Employer-Employee Relations immediately. Copy 1 – To employee, Copy 2 – College files—OR—Original and Copy 1 – To Employer-Employee Relations if employee refused to sign or take copy or was unavailable to do so.

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**APPENDIX E                      EMPLOYEE GRIEVANCE FORM**

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**INSTRUCTIONS:** Sections 1 through 9 must be completed by the grievant (please type or print). One copy of this form must be submitted to the respondent. The appropriate grievance procedure for your respective unit must be followed.

1. Grievant: (Full Name):	2. Location:
3. Job Title (Position)                      4. Employee No.	5. Name (s) of Representatives, if any
6. Office or Department	Name(s)
	Organization

**GRIEVANCE**

7. Step 1 Authority
Name _____ Job Title _____

4. Clearly and concisely state your grievance: (attach additional sheets if necessary.)

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5. Clearly and concisely state your remedy: (attach additional sheets if necessary.)

---

Signature of Grievant                      Date

Respondent: Clearly and concisely state the reason for your decision on a separate sheet and send a copy with this form to the Office of Employer-Employee Relations.

In order to qualify for domestic partner coverage under the Health Benefits Program, an active employee or retiree must comply with the following:

1. The employee/retiree, and his/her domestic partner, must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration, along with proof of the following documentation to the Health Insurance Section, Business Services Division:
  - a. Sharing a common residence, which may include proof by copies of driver's licenses or passports showing the same address;
  - b. Joint responsibility for each other's basic living expenses incurred during the domestic partnership which shall mean the cost of food, shelter, medical care, clothing and any other expenses supporting daily living (the monetary contribution made by each person toward the expenses need not be in equal shares), which may include proof by any one of the following:
    - i. common ownership of a motor vehicle;
    - ii. joint bank account;
    - iii. joint credit card;
    - iv. joint wills;
    - v. joint utility bills;
    - vi. durable power of attorney for health care;
    - vii. joint safety deposit box.
  - c. Are both at least 18 years of age, which may include proof by any one of the following:
    - i. Driver's licenses or passports showing the date of birth;  
OR
    - ii. Birth certificates.
  - d. Are both members of the same sex or one/or both is/are over the age of 62 and meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals, which may include proof by any one of the following:
    - i. Driver's licenses or passports showing the sex and date of birth;  
OR
    - ii. Birth certificates.

All domestic partnerships currently registered with the District and meeting the eligibility requirements in effect under the 2002-2005 Agreement will be grandfathered in under those requirements.

2. Application for domestic partner coverage must include all of the plans in which the employee/retiree is presently enrolled; that is, the employee/retiree may not choose to enroll the domestic partner under only the dental but not medical and vision, etc.
3. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of Article 27IA, 2 or IIIC, 1 and 2, and one of the following is true:
  - a. the child becomes a legally adopted child of the employee
  - b. the employee retains legal guardianship of such child
  - c. the domestic partner is the natural or adoptive parent or legal guardian of the child, and the employee shows proof that such child is not otherwise eligible for health benefits.\*  
*Health benefits means health insurance coverage under an employer-sponsored plan or other health insurance coverage partially or fully paid by a party other than the employee or domestic partner.*

4. **Application for Coverage:**
  - a. Employees who meet the requirements above and all other requirements herein on the original effective date of these Regulations will have 31 calendar days to make application for domestic partner coverage following registration, and providing proof of such registration, of domestic partnership with the State of California. If application is not made within this time, the employee will have to wait for the next open enrollment period to apply for coverage.
  - b. New employees hired after the original effective date of these Regulations who meet the requirements on their date of eligibility may apply for domestic partner coverage.
  - c. In the event of late enrollment the employee will not be required to wait until the next open enrollment period IF the employee can demonstrate that the late application is due to loss of coverage for the domestic partner in a different benefit plan.
5. **Change in Domestic Partnership:**
  - a. Terminations of domestic partnerships must comply with State regulations, including but not limited to Family Code, Section 299(a).
  - b. In the event of the termination of the domestic partnership, the employee must show proof of having filed the Notice of Termination of Domestic Partnership with the California Secretary of State or, if applicable, providing proof of dissolution of domestic partnership through the Superior Court.
  - c. The employee must notify the Health Insurance Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.
6. **COBRA Coverage:** Domestic partners are not considered “qualified beneficiaries” under federal COBRA regulations but are eligible for COBRA-like continuation coverage if offered and provided by the insurance carrier(s), and under the terms and conditions of the insurance carrier(s). As such, the District retains the right to modify or terminate this continuation of coverage benefit at any time.

Form: Affidavit of Domestic Partnership

Form: Declaration of Termination of Domestic Partnership

(stored as PDF files; you need Acrobat Reader to access the forms; if you do not have Acrobat Reader, click this icon to download it)



[Access the Affidavit of Domestic Partnership](#)

[Access the Declaration of Termination](#)

- A. **Nondiscrimination.** The District and the Union agree not to discriminate against any employee covered by this Agreement because of his/her political activities, political beliefs, District approved union activities, or union membership and because of race, color, creed, national origin, religion, marital status, veteran status, or sexual orientation, and to the extent prohibited by law, no employee shall be discriminated against because of age, sex, or physical handicap.
- B. No employee shall be coerced, intimidated or otherwise discriminated against for the exercise of rights guaranteed by federal or state laws, the rules and regulations of the Public Employment Relations Board or the provisions of this Agreement.
- C. **Diversity Policy.** In accordance with applicable state and federal laws, the District and the Union agree on the principal and concept of the District's Diversity Program and further agree to work together towards the goals of that program.
- D. This Section shall not be subject to the grievance provisions of Article 19.

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**APPENDIX H****SETTLEMENT AGREEMENT**

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The Los Angeles Community College District (LACCD) and SEIU Local 721 (Union) have been in dispute over job duties performed by positions within the Classified Supervisory bargaining unit. The parties have entered into this Settlement Agreement to resolve the dispute and further the development of positive labor relations. The terms of the Settlement Agreement are as follows:

1. The District will provide the Union with written notice of any vacancy occurring within a bargaining unit position. The parties agree that a vacancy exists when an incumbent separates from the classified service, transfers or promotes to another District position. Such notice shall be given no later than 15 work days from the time the vacancy was created.
2. If not included within the initial notice, the District shall provide further notice to the Union setting forth its intent with respect to filling the vacant position. Such notice shall state whether the District will continue using the same bargaining unit classification to perform the relevant job duties or intends to provide for the job duties in some other fashion. If the District intends to discontinue using a bargaining unit class to perform the duties of the vacant position, this notice shall be provided to the Union at least thirty (30) work days prior to making any final decision in the matter.
3. The Union shall have the opportunity to bargain the effects of any decision to discontinue using a bargaining unit class to perform the relevant job duties of the vacant position. The Union shall submit any such request to within 10 work days of receipt of the District's notice of intent with respect to the vacant position.
4. The District will take any necessary steps to fill the Financial Aid Manager positions at the following colleges: City, East Los Angeles, Pierce, Valley and West. The District will also take any necessary steps to fill the Bookstore Manager position at East Los Angeles. The parties intend that the filling of these positions should be completed within six months from the execution of this agreement.
5. This agreement shall not construed as an admission of liability or a reflection on the merits of either party's claims and contentions before PERB in this matter.
6. The Union shall dismiss with prejudice PERB Case No. LA-CE-4949-E.
7. Any dispute over the interpretation of application of this agreement shall be subject to the grievance procedure set forth in the parties' collective bargaining agreement. The Union shall file any grievance related to this agreement with the Office of Employer-Employee Relations within thirty (30) work days of the time the Union had knowledge of the dispute. The parties agree to process any such grievance at Step Three of the procedure.

The undersigned represent that they have the authority to execute this agreement on behalf of their respective party.

---

LACCD

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SEIU Local 721

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

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