

# **AGREEMENT**

**Between The**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**And The**

**LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

**July 1, 2005 – June 30, 2008**

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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 the “District”) and the Los Angeles /Orange Counties Building & Construction Trades Council, AFL-CIO, together with its officers and representatives (hereafter referred to as the “Council”), 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.

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**ARTICLE 1 RECOGNITION**

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The District recognizes that the Council was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular full-time and part-time classified employees of the District who are assigned to classifications in Unit III, Crafts, as enumerated and listed in Appendix A. Appendix A titles may be modified in accordance with rules and regulations of PERB. Any such approved modification automatically becomes a part of this Agreement.

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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 Council.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- C. The provisions of this Agreement shall be effective on the date it is 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, 2008.

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## **ARTICLE 3 NONDISCRIMINATION AND COMMITMENT TO DIVERSITY**

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### **A. Nondiscrimination**

The District and the Council 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, veterans 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. Diversity Policy**

1. The District and the Council shall strive to maintain a Crafts Unit workforce that is diverse and reflective of the populations served by the District.
2. Any and all appeals concerning or relating to this Article shall only be filed with the District's Office of Diversity Programs and Services, in accordance with the appeal procedure found in the District's Diversity Program, and shall not be subject to the grievance and arbitration provisions of Article 18

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## **ARTICLE 4 MANAGEMENT RIGHTS**

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- A. It is understood and agreed that the Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority of management as indicated in California Government Code Sections 3540-3549.3. Subject to the terms and conditions of this Agreement, the management, direction, supervision, and control of the Los Angeles Community College District operations, working force and facilities are exclusively vested in the Board of Trustees. Without limiting the generality of the foregoing, the Council recognizes that, subject to the express provisions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, assign, suspend, transfer, lay off, 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 program or facilities, including the right to contract out work performed by employees covered by this Agreement in accordance with applicable law; and the right to require employees to observe Board Rules and Regulations not inconsistent with this Agreement, are all vested exclusively in the Board of Trustees of the Los Angeles Community College District.
- B. It is further understood and agreed that all rights heretofore exercised by, or inherent in the Board of Trustees, not expressly contracted away by the terms of this Agreement, are retained solely by the Board of Trustees; and that should the Board of Trustees (employer) 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.

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## **ARTICLE 5 RENEGOTIATION**

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In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon 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 fifteen (15) working days after all conditions of Government Code Section 3547 are met. The District shall implement the request for renegotiations in accordance with its Collective Bargaining Initial Proposal Procedure.

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## **ARTICLE 6 SEVERABILITY**

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- A. If any provision of this Agreement should 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 restrained, shall not be affected thereby.
- B. 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. This Article shall not be subject to the grievance provisions of Article 18.

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## **ARTICLE 7 WAIVER**

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- A. 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 counterproposals 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.

- B. 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 they negotiated or signed this Agreement, except those matters defined by law to be within the scope of bargaining.

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## **ARTICLE 8 COUNCIL RIGHTS**

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- A. The Council shall have the right of 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 regulation, and the right to use institutional facilities provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such 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 Council.
- B. The Council shall be entitled to a representative at all public Board of Trustees meetings and shall be allowed to speak on any agenda item in accordance with existing Board Rules.
- C. The District shall furnish to the Council, upon written request, all available information that is available to the public concerning items affecting the Unit subject to a reasonable charge.
- D. A reasonable number of shop stewards not to exceed one (1) shop steward per shift per location shall be designated by the Council in writing; 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 to Employer/Employee Relations as they occur. Said shop steward shall be granted reasonable released time for the purpose of representing employees in grievance resolutions, and to attend committees appointed to by the Council.
- E. In order to facilitate the implementation of this Article, the District agrees to provide the Council with a listing of Crafts Unit employees' names, addresses, telephone numbers, and classification titles at least once each month. Such names and addresses received by the Council through this provision shall only be used for the implementation of this Article and for no other purpose.
- F. The Council shall be allowed one (1) representative on each campus shared governance committee that deals with issues directly and specifically relevant to the Crafts Unit, one (1) representative on the District Budget Committee (DBC) and one (1) representative on the Joint Labor Management Benefits Committee. Crafts Unit committee members shall be appointed by the Crafts Unit.
- G. Subsequent to mutual consent on the format, copies of this Agreement shall be printed at shared expense and a copy distributed to each Unit member now employed. The District shall distribute a copy to all new employees.

- H. Stewards shall be permitted mobility to other campuses for purpose of representing a steward on another campus who has requested such representation.
- I. At the close of each pay period, the District shall provide the Council with a list of all newly employed and newly terminated Unit members. Addresses, telephone numbers and location shall be provided in electronic form to the Council by the District as soon as possible

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## **ARTICLE 9 ORGANIZATIONAL SECURITY**

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- A. The District shall deduct and make appropriate remittance to the Council all dues and/or service fees as regulated by the dues structure of the Council, 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 agency fee amounts, by classification, designated by the Council, for all members of the Unit who do not have an appropriate dues deduction authorization on file with the Disbursement Branch of the Business Services Division.
  - 3. Unit members who object, on religious grounds, to paying union dues or agency fees shall apply to the Council for exemption to Section A.1. or A.2. above. If the exemption is agreed upon by the Council, 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 the Council 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. The Council 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. The Council, in addition, agrees it should refund to the District any sums paid to it in error.
- B. The District shall withhold agency shop fees for those employees identified in accordance with Section A.2. above effective the first pay period beginning their seventh month of employment with the District.



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## ARTICLE 10 HOURS AND OVERTIME

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### A. Workweek and Workday

1. The normal workweek shall consist of not more than five (5) 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 workday or 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 workday of less than eight (8) hours or a workweek of less than forty (40) hours, or preclude the District from establishing a ten (10) hour per day, forty (40) hour per week schedule for any or all employees in accordance with Education Code section 88031. If a ten (10) hour per day, forty (40) hour per week schedule is established for employees, the overtime rule, Article 10, Section B., shall be applicable in excess of ten (10) hours in one day rather than eight (8) hours as indicated. Employees assigned to work a four (4) day, forty (40) hour per week schedule shall revert to a five (5) day, forty (40) hour per week schedule during any week in which a holiday occurs. The District and the Council may consult on additional alternative means of scheduling employees' workweeks who are assigned to four/forty (4/40) work schedules or nine/eighty (9/80) work schedules.
3. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District. An employee's shift may not be changed permanently unless he/she is given twenty (20) working days written notice. A permanent shift change is defined as any shift change which will last in excess of twenty (20) working days. Employees' regular work schedules must include at least two (2) consecutive days off. An employee who is assigned on a temporary shift shall receive the highest of either his regular shift differential or the temporary shift differential.
4. 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.
5. For the purpose of computing hours worked, time during which an employee is excused from work because of holiday, vacation, or paid leaves or paid absences, shall be considered as time worked by the employee.

### B. Overtime

1. Overtime shall be compensated as either cash payment or compensatory time off, at a rate equal to time and one-half (1 ½) the regular rate of pay 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. The compensatory time off shall be taken at a time convenient to

the employee provided that it is scheduled in advance, and as determined by his/her supervisor, would not unduly interfere with the operation of the unit. If the employee and his supervisor cannot agree on scheduled time off for compensatory time, the employee shall be required to take the time off within the next pay period.

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 (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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 (7<sup>th</sup>) 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. To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed.
7. Assignments to the following classes by reason of their variable daily hours are excluded from the time and one-half provisions of this Article, for hours worked in excess of eight (8) hours a day, but are not excluded from overtime compensation for hours worked in excess of forty (40) hours per week: Performing Arts Technician, Costume Maker.
8. The District and the Council will comply, as appropriate, with the Fair Labor Standards Act.

### **C. Call Back**

1. 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.
2. In the event an employee is assigned to perform work outside his or her regular hours of employment, on an emergency or non-scheduled basis as distinguished from a scheduled overtime basis, the performance of which involves the operation of his automobile from his or her home, he or she shall be entitled to receive reimbursement for total mileage traveled in connection with such assignment.

### **D. Lunch Breaks and Rest Periods**

#### **1. Lunch Breaks**

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 lunch break to be scheduled at approximately the halfway point on their work schedule. The unpaid lunch break may be extended for a period of not longer than one (1) hour as determined by the District.

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 six (6) 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 be taken in accordance with a posted schedule but not during the first or last hour of the assignment. The rest periods shall not be used to lengthen the lunch breaks or to shorten the workday.

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## ARTICLE 11 HOLIDAYS

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- A. 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 11.A.1. through 11.A.3.

January 1	New Year's Day
January 15	Martin Luther King's Day
	Lincoln Day*
Third Monday in February	Washington Day
March 31	Cesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day*
November 11	Veterans Day*
That Thursday in November Proclaimed by the President	Thanksgiving Day
Day following Thanksgiving	Day after Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
December 31	New Year's Eve Day

\*Lincoln Day shall be observed on the Friday immediately preceding Washington Day, unless an action of the Board of Trustees provides for a different day as provided by Education Code section 79020 (f), (g) and (j).

\*Admission Day shall be observed on the Tuesday after Labor Day or another date so specifically declared by the Board of Trustees.

\*Veterans Day shall be observed on November 11, unless an action of the Board of Trustees provides for a different day as provided by Education Code section 79020 (f), (g) and (i).

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 13.J. 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 not be entitled to a holiday in place of a 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 holiday of December 24 and December 31 shall receive pay for the four (4) holidays (Christmas Eve Day, Christmas Day, New Years Eve Day and New Years Day).
- B. 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).
- C. 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).
- D. 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 Crafts 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 D.1. above.
  5. Employees 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 12 VACATION**

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A. 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 on a 12- Month Assignment</b>
Less than 1 year	.03846	10
1 year but less than 2 years	.04231	11
2 years but less than 3 years	.04615	12
3 years but less than 4 years	.05000	13
4 years but less than 9 years	.05770	15
9 years but less than 10 years	.06155	16
10 years but less than 11 years	.06539	17
11 years but less than 12 years	.06923	18
12 years but less than 13 years	.07308	19
13 years but less than 20 years	.07693	20
20 years or more	.09232	24

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B. For purposes of this Article, a year is defined as the twelve-month period of time between the start and end of each fiscal year (July 1 to June 30)

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 during the appropriate year, as defined above, for at least one hundred thirty (130) days in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness, or military service.

D. Credits for years of service shall be applied, and vacation accrual rates shall be changed as required by this Article, effective on the first day of the employee's anniversary date of each year when it becomes feasible to implement.

E. 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 one hundred thirty (130) days of paid service in regular assignments. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of one hundred thirty (130) days of paid service.

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

G. No vacation or part thereof shall be taken at a lesser rate than one (1) hour at a time.

H. Vacation shall be taken at a time convenient to the employee provided that it is scheduled in advance, and, as determined by his/her supervisor, it would not unduly interfere with the operation of the unit or be contrary to established vacation policies or procedures of the unit. 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 12.I and 12.J.

1. Employees who, on July 25, 1981, had four hundred (400) hours or less of unused vacation credit accumulated, and all employees hired thereafter, shall be permitted to accumulate vacation credit up to four hundred (400) hours.

Employees who, on July 25, 1981, had more than four hundred (400) hours of unused vacation credit shall be allowed to retain that individual number of hours as a maximum accumulation limit. Crafts Unit employees shall not earn any additional vacation in any pay period in which a Crafts Unit employee's vacation balance equals or exceeds four hundred (400) hours, or the individual maximum accumulation amount for those who had vacation balances in excess of four hundred (400) hours as of July 25, 1981.

J. 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 at 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.

Vacation earned for perfect attendance shall continue to accrue regardless of an employee's vacation balance, however such accrual shall count toward the 400-hour limit.

K. 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.

L. Lump sum vacation payments shall be made on the basis of the hourly equivalent rate for the employee's last regular assignment.

M. When a regular employee (whose regular assignment is on other than a twelve [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 Section 12.A. of this Article, whichever is applicable to the position in which he/she serves during the summer.

N. 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 has served one hundred sixty (160) hours in his/her regular assignment.

- O. A permanent employee may, upon approval of the appropriate administrative authority, 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 of 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.
- P. 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 Section F. of Article 13.
- Q. A permanent classified employee may be, upon approval of the appropriate administrative authority, permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Section B. of Article 13. Bereavement Leave shall not be extended by use of Personal Necessity Leave.

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## **ARTICLE 13 LEAVES AND ABSENCES**

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### **A. General Provisions**

- 1. Leave and Absence Defined
  - a. 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 days 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.
  - b. In this Article, "working days" are considered as beginning on the first day for which leave is claimed at the time the employee usually reports for work through the last day for which leave is claimed until the time the employee usually leaves the job.
  - c. All leaves which are charged against accrued illness leave shall be charged on an hour-for-hour basis.



## 2. Rights Upon Return

An employee returning from a leave of ninety (90) 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., Maternity Leave, of this Article. A continuous period of absence or leave shall not exceed one year without a return to active duty, except as provided in Section D., Child Care Leave, Section F., Illness Leave, Section G., Industrial Accident Leave, and Section J., Military 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, at least ten (10) working days prior to commencement 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 (1/2) 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 request covering the period of absence to the appropriate supervisor no later than the third (3<sup>rd</sup>) 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.

- c. The District will endeavor to notify unit members once each pay period of their current and accrued leaves totals, including vacation, illness leave and compensatory time.

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 ninety (90) days or more, or five (5) days before expiration of a leave for twenty (20) days but less than ninety (90) 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, failure to return to work upon expiration of the leave may be considered resignation from service.

8. Revoking Leaves

A 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.

9. Health Examinations

- 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 immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance or medical verification for absences of less than five (5) days, if the District deems necessary, provided that management notify the employee of such a requirement in advance or at the beginning of the leave.
- b. An employee shall be required to report for health examination to the District's designated employee health service provider, 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 Employer Employee Relations for an Administrative Review.

#### 10. Perfect Attendance

1. For each pay period an employee has perfect attendance (no tardiness and no absence for any reason other than holidays and vacations scheduled in accordance with this Agreement), his/her vacation balance shall be credited with three-tenths (0.30) days of vacation, to an annual maximum of four (4) additional days.
2. Other allowable absences include compensatory time off, holidays as specified in Article 11, jury duty as specified in Article 13H, "M-time" (miscellaneous time off) and unpaid days off as required to satisfy the requirements of the D- or G-basis.

#### **B. Bereavement Leave**

1. Bereavement Leave shall be granted to any employee in the classified service not to exceed three (3) working days, or five (5) working days if more than 250 miles of travel, one-way, is required, on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or the employee's spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any other relative living in the immediate household of the employee.
2. Bereavement Leave not exceeding three (3) working days may be granted in case of death of:
  - a. Persons other than those named in Paragraph 13.B.1. above who are closely related by blood or marriage.
  - b. A close friend for whose funeral arrangements an employee has responsibility.
  - c. A fiancée, lifelong friend, roommate, or friend living in the same domicile.
3. 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.
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, to the extent practicable, give his immediate supervisor prior notice of his intent to take Bereavement Leave. In all cases in which the granting of the leave is permissive, prior notification shall be required in order to receive compensation.
7. The employee shall, upon request, furnish evidence acceptable to his/her immediate supervisor that leave taken in accordance with provisions of this rule was in connection with bereavement. The supervisor may take steps necessary to verify the validity of the evidence.

### **C. Casual Absences**

1. College Presidents or Division Heads or their designated representatives may grant to employees permission to be absent without loss of salary for parts of a day not exceeding one-half (1/2) 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 the above Paragraph, College Presidents or Division Heads or their designated representatives may grant employees permission to be absent without loss of salary for not more than one (1) full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided that the verification of such examination is submitted to the Human Resources Division on a designated form provided by that Division.
3. None of the privileges referred to above shall apply to absence in excess of two (2) hours for which salary benefits are provided in other leaves.

### **D. Child Care Leave**

1. An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child provided that no such leave or extension thereof shall be approved for a period beyond the third (3<sup>rd</sup>) birthday of the child, and provided further, that such leaves or extensions thereof shall be for the purpose of care of own child. Applications for Child Care Leave must be submitted to the worksite Personnel Office at least ten (10) working days prior to commencement of such leave.
2. If an employee is eligible, the medical benefits described in Section Q, Family and Medical Leave, shall be applied concurrently.
3. In cases of emergency the ten (10) day notice requirement may be waived.

## **E. Court Subpoena Absence**

1. If a regular employee, other than a litigant in the case, is necessarily absent because of his/her appearance before a grand jury; or, in a criminal case, before a court within the State; or, in a civil case, before a court within the county in which the employee resides, or outside such county if within one hundred fifty (150) miles of his/her place of residence, in response to a subpoena fully served, no deduction will be made from the employee's salary on account of such absence; provided, that each date of necessary attendance in court or before a grand jury, other than the date specified in the subpoena, shall be certified by the clerk or other authorized officer of such court or grand jury; and provided, further, that in any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Business Services Division.
2. A regular employee receiving a subpoena shall notify his/her immediate supervisor as soon as possible after the receipt of said subpoena. Subject to the possibility of making reasonable travel arrangements, the employee shall 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 before a grand jury. If the employee's regular assignment is to other than the day shift, the employee may be reassigned to the day shift. If he/she is assigned to the day shift, the employee shall make himself/herself available for work when not required to be in court.
3. Salary for time spent in answering a federal subpoena outside the State of California is subject to the approval of the Board of Trustees.

## **F. Illness Leave**

1. 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. A new employee must render service before being entitled to illness leave.
3. 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-time illness leave and eighty-eight (88) days of half ( $\frac{1}{2}$ ) pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and ninety (90) days of half-pay illness leave for all employees assigned to other than a twelve (12) month position.
    - (1) 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 one hundred thirty (130) days of paid service in regular assignments. Half ( $\frac{1}{2}$ ) pay illness leave shall not be paid during this time.

- (2) Thereafter, he/she will be credited annually with twelve (12) working days of full-pay illness leave and up to eighty-eight (88) working days of half (½) 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 ninety (90) working days of half (½) pay illness leave if he/she is assigned to other than a twelve (12) month position, as of the first (1<sup>st</sup>) date of the pay period in which July 1 falls.
- (3) There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.
- b. No half (½) pay illness leave shall be allowed until after all full-pay illness leave is exhausted.
- c. The number of working days of half (½) pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and one hundred (100) days, provided that the accumulated working days of full-pay illness leave are less than one hundred (100) days.
- d. 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.
- e. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.
- f. 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 G., Industrial Accident Leave.
- g. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.
- h. 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 Section.

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 Section.

4. 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.
  - a. 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.
  - b. In any case, when an employee is incapacitated and unable to sign the prescribed form, the Human Resources Division may approve an illness leave without the employee's signature.
5. 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 (1/2) 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 Human Resources Division, is required. Application for such leave of absence shall be sent by an employee's college or division 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 Human Resources Division.

6. 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. Health Examinations.
7. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.

8. 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 (24) hour day, irrespective of the employee's assigned working hours. The employee shall certify on the Certification of Illness or Injury that he/she was not gainfully employed during the period of illness or injury absence.
9. Fractions of hours shall not be reported for the purpose of this Article.
10. 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 (1/2) pay illness. In order to effect such a change, the employee shall notify his/her time-reporting office of the dates to be paid as vacation. The beginning date shall not be earlier than the date on 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.
11. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves in a year, upon the recommendation of the Human Resources Division 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 (6) month periods. The total of all paid and unpaid leave allowed starting with the initial six (6) month leave period should 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.
12. 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.
13. 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.



## **G. Industrial Accident Leave**

1. General Provisions - Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of this Section.
  
2. Paid Industrial Accident Leave
  - a. A regular employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker's compensation provided that:
    - (1) He/she has permanent status; or
    - (2) He/she is a probationary classified employee who has at least one hundred thirty (130) days of paid service; or
    - (3) The Chancellor or his/her designated representative has determined that the illness or injury was directly related to the performance of his/her duties and caused by assault and/or battery.
  
  - 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. A paid industrial accident leave granted under:
    - (1) Paragraphs G.2.a (1). and G.2.a (2) shall be for not more than sixty (60) working days in any one (1) fiscal year.
    - (2) Paragraph G.2.a (3), above, shall be for not more than one (1) calendar year.
    - (3) When an industrial accident or illness occurs at a time when the full sixty (60) 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.
    - (4) 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 determines 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.
- 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 (½) pay illness leave shall be reduced by no more than eight (8) hours for any one (1) 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 expiration of all accumulated paid leave privileges, the District's Employee Health Services may approve an employee being placed on an industrial accident leave without pay. 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 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.
- (2) 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. The reemployment rights of an employee with limited term status only shall be limited to the same status the employee had earned previous to the industrial accident or industrial illness.

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 terminated and his/her name 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 defined as 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 himself/herself available.
- c. In cases where there is disagreement between the District's Employee Health Services and the employee's attending physician concerning the employee's ability to return or not to return to work when the decision affects the retention or removal of the employee's name from the reemployment list, the employee may request an Administrative Review which shall include a third medical opinion.

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 the 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 is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each pay period in which the employee was in paid status during the preceding twelve (12) pay periods. 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 (1) 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 authorized contributions.
- c. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Section.

9. Out of State Travel. An employee receiving benefits under the provisions of this rule shall obtain prior approval of the Board of Trustees for any travel outside the State of California.

## H. Jury Duty Leave

### 1. Responsibility of the District

Employees shall be granted a jury leave of absence, the paid portion of the leave not to exceed two (2) weeks during any two (2) consecutive fiscal years, when necessarily absent from work because of an order for jury duty. 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.

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.

### 2. Responsibility of the Employee

An employee receiving an order 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 the 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 Disbursement 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, 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 a.m. and 5 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 of the District. In addition, pay under this rule 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 H.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.

**I. Maternity Leave**

1. An unpaid maternity leave shall be granted to pregnant permanent employees. The duration of such leave may be, subject to approval of the Human Resources Division, 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 Section Q, 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 F. 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 Human Resources Division 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 I.3.
6. On return to service within ninety (90) 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, if the employee does not have the least seniority in that class.

7. Time spent on maternity leave shall not be considered a break in continuous service. This time shall be counted toward seniority for the purpose of:
  - a. Establishing retention lists in the event of a layoff;
  - b. Computing seniority credit for promotional examination.
8. Maternity leave of absence without pay may be granted at the discretion of the division head or college president to classified employees during their initial probationary period.

## **J. 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 Article. As used in this Article, "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 one hundred eighty (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 a 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. However, 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. Vacation privileges, as defined in Article 12 of this Agreement, shall 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 the 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. Eligibility to Take Examinations

An employee shall be eligible to take examinations for which otherwise qualified during the time of military leave. 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.

5. Placement on an Eligibility List

An employee returning from a military leave, in accordance with Paragraph J.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.

6. Compensation for First Calendar Month of Military Leave

- a. 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:
    - (1) The employee is on military leave after October 1, 1949, 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, 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.
    - (2) 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.
    - (3) A regular employee with provisional, relief, or substitute status in another class shall receive a military leave from his/her regular position and shall receive compensation in accordance with his/her current assignment during the time he/she is entitled to compensation under the Military and Veterans Code.
    - (4) No more than the pay for a period of one (1) calendar month shall be allowed for any military leave or military leaves involving continuous military service or during any one (1) fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first (1<sup>st</sup>) calendar month of military leave after the applicable dates indicated in Paragraph J.6.a (1). 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.
7. Under no conditions shall the rights, privileges, and benefits under this Article exceed those permitted by the Military and Veterans Code.



## **K. Peace Corps, Red Cross, or Merchant Marine Leave**

1. Permanent employees covered by this Agreement may be granted unpaid leave 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 in accordance with provisions of the Military and Veterans Code and the Education Code.
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 layoff purposes.

## **L. Personal Business Leave**

Unpaid Personal Business Leave may be granted at the discretion of the District.

## **M. Personal Necessity Leave**

1. A classified employee may, at his/her election, and upon notice to his/her immediate supervisor at the earliest opportunity, use not more than seven (7) days of 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 this agreement for bereavements is required. Member of the immediate family means the mother, father, grandfather, grandmother, or grandchild of the employee or of the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee
  - b. An accident involving the employee's person not chargeable to illness leave, or industrial illness leaves.
  - 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 Disbursements Branch of the District.
    - (3) Makes him/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 or 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 (1) 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 Article 12, 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.

- 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/herself 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 his/her immediate supervisor at least two (2) working days in advance of the beginning of the absence.

## **N. Retraining and Study Leave of Absence**

### **1. Eligibility**

- a. The employee must have attained permanent status.
- b. The employee must have rendered paid satisfactory service to the District for not less than seventy-five percent (75%) of his/her regular assigned time in each of the prior seven (7) consecutive years, with an overall performance evaluation rating of Meets or Exceeds Work Performance standards in the previous two (2) years.

Leaves do not break the continuity of service but may reduce the total days of service, except only service rendered following the most recent Retraining and Study Leave will be counted for subsequent Retraining and Study Leaves.

- c. The employee's study plan shall indicate enrollment in at least eight (8) semester units each semester or its equivalent in an accredited institution of higher education. The leave plan may combine elements of formal study and independent study in a ratio so as to meet the minimum requirements. The leave may include work experience in an established organization or business enterprise.
- d. The study program must be initiated subsequent to the approval of the leave and completed with a grade "C" or better during the leave.
- e. The program for study or retraining must be related to the employee's duties, classification, career ladder or otherwise benefit the District.
- f. Any change in the planned program must be approved by the District in advance of implementing any change.

### **2. Length of Leave**

- a. The leave may be taken for up to a full year.
- b. A year is defined as the assignment period of the employee's basis.

- c. A full year leave may be split in two (2) half (½) year leaves with the second (2<sup>nd</sup>) half (½) taken at a later time within a three (3) year period.
- d. The District may cancel the leave if an employee fails to maintain an adequate study program.

3. Compensation

- a. An employee on a Retraining and Study Leave will be paid at least one-half (½) of his/her regular rate of pay.
- b. Payment may be made to the employee in two (2) equal semi-annual installments or made in the same manner as if the employee were performing service to the District.
- c. The employee must furnish the District with a suitable bond against loss in the event that the employee fails to render two (2) years of service required following the return from the Retraining and Study Leave, or furnish the District with other assurances as the District elects to permit.
- d. An employee who fails to complete the approved leave objectives shall reimburse the District for compensation for the period following the discontinuance of the Retraining and Study Leave Program.

4. Benefits

- a. Benefits shall accrue to the employee on Retraining and Study Leave and will not be regarded a break in service save only the exclusions of Retraining and Study Leave Eligibility paragraph 4.b. below.
- b. Incomplete leaves can count toward benefits only to the extent that leave Retraining and Study Leave pay was approved.

5. Additional Employment

- a. An employee may continue existing multiple assignments or previously held outside employment while on leave provided there is no conflict in hours.
- b. Acceptance of new additional employment that does not interfere with the achievement of the study program shall be subject to District approval. Excess income from new employment that is greater than the Retraining and Study Leave pay will be subject to a deduction in the Retraining and Study Leave pay and the Retraining and Study Leave pay does not exceed the employee's regular District pay including differentials for which the employee would have been eligible had he/she not been on leave.

6. Applications

- a. Requests for retraining and Study Leave may be made within ninety (90) days prior to the fiscal year in which the leave will be taken but no later than sixty (60) days prior to the effective day of the leave.
- b. Split leaves must be applied for separately.

7. Requirements

- a. Monthly certification of compliance with the conditions of the study program. An employee must fill out and submit to the District form C351.
- b. Form C351 must be received by the Human Resources Division no later than the Tuesday preceding the first (1<sup>st</sup>) payday of each month.
- c. An interruption of a study program by a serious injury or illness sustained during leave will not be considered a failure to fulfill conditions of the Retraining and Study Leave. Written notice of such illness or injury must be reported to the Human Resources Division within ten (10) days on form C138, or by letter to which a doctor's statement verifying the situation is attached. Such notice should be sent by certified mail.
- d. After receipt of illness or injury notice, the District shall immediately place the employee on illness leave until the District receives a release from the doctor upon which the employee may elect to return to work or resume the Retraining and Study Leave.
- e. An interruption of a study program due to an involuntary call to active military service will automatically convert the Retraining and Study Leave to a Military Leave without jeopardy to the Retraining and Study Leave already received. If this conversion takes place before the end of the first (1<sup>st</sup>) pay period, the employee's Retraining and Study Leave shall be preserved for when the Military Leave ends and the employee returns to District service. If the conversion takes place after the close of the first pay period, the employee will be considered as having used one-half (½) year of Retraining and Study Leave. Such an employee shall have two and one-half (2 ½) years to complete the Retraining and Study Leave.
- f. An employee who has failed to complete all the study program requirements due to serious illness in the family or other causes beyond the employee's control may receive compensation on a prorated fractional ¼, ½, ¾ basis if a significant portion of the requirements have been completed.
- g. Partial compensation for an incomplete leave which was approved for independent study will only be authorized if the composition of the study is such that certain portions can be completed apart from the remainder of the study. The completed units

must be significant in themselves. Work that is merely an introduction to other work or a collection of data that is not used in reaching a conclusion will not be considered as meeting any portion of the requirements, regardless of the amount of work involved.

#### 8. Cancellation of Leave

- a. A Retraining and Study Leave may be canceled at any time and converted to a resignation, layoff, return to duty, or any other leave an employee is eligible for.
- b. Cancellation received by the Human Resources Division before the beginning of the effective date of a Retraining and Study Leave shall preserve the employee's Retraining and Study Leave eligibility.
- c. If an employee requests a cancellation after the effective date of the leave but before the end of the first (1<sup>st</sup>) pay period, leave payment will be canceled but eligibility will be preserved.
- d. An employee who cancels after receiving his/her first (1<sup>st</sup>) leave payment but before the second (2<sup>nd</sup>) payment must refund the Retraining and Study Leave pay and will lose one-half (1/2) year's Retraining and Study Leave but may take the second (2<sup>nd</sup>) half (1/2) of the Retraining and Study Leave within three (3) years of the effective date of the canceled leave.
- e. An employee whose Retraining and Study Leave is canceled for reasons other than that described in this Article shall be deemed as having had a Retraining and Study Leave.

#### 9. Return to Service

- a. An employee must render paid service to the District after returning from a Retraining and Study Leave which is equal to twice the period of leave.
- b. Upon completion of the Retraining and Study Leave 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 that would have changed the employee location or duties had he/she remained in active service.
- c. An employee who is permitted to return to duty from a canceled Retraining and Study Leave has no rights to his/her former location until the ending date of his/her Retraining and Study Leave subject to the exceptions of Paragraph N.9.b.

#### 10. Retraining and Study Committee

- a. The Retraining and Study Committee shall have the sole discretion in determining and approving the study programs.

- b. The Retraining and Study Committee shall be composed of the same members as the Tuition Reimbursement Committee.

## **O. Work-Related Absences**

### 1. 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 and to participate in other employment procedures of the Los Angeles Community College 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.

### 2. 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.

## **P. Assault and Battery Leave**

1. An assault and battery leave is a type of industrial accident leave granted to employees covered by this agreement because of an injury resulting from an assault and/or battery that was incurred while on duty.
2. Employees who have suffered attacks or menaced by any person is to promptly report the incident to the appropriate County or City law enforcement authorities.
3. The employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the employee's inability to return to work due to injury, and a copy of the report from the law enforcement agency. This report shall be placed only in the worker's compensation file and will not be made part of the employee's personnel file.

## **Q. 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 eighteen (18),
- b. anyone under eighteen (18) who is treated as the employee's child,
- c. disabled children of any age 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 eighteen (18) 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 twelve (12) months and rendered paid service of one thousand two hundred fifty (1,250) hours of work during the previous twelve (12) months of employment which does not have to be consecutive.

## 3. Length of Leave

- a. Leave shall be granted for a maximum of twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced leave schedule. It cannot be carried over from year to year.
- b. For a new child, family leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.
- c. If a husband and wife both work for the District, and are both eligible for leave, they can have only twelve (12) weeks for leave of birth, adoption, foster care or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve (12) weeks for their own illness, or caring for a sick child or spouse.
- d. Related leaves include Illness, Maternity, and Child Care. Benefits under this leave section run concurrently with leave benefits allowed under Illness, Maternity, and Child Care 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 illness leave.
  - 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 (1/2), according to the pay allowed, for retirement.
  - d. Time on Family and Medical Leave does count as service in meeting requirements for other types of leaves.
6. Request Procedure. The employee shall furnish evidence to his/her immediate supervisor that leave taken in accordance with the provisions of this section is in connection with family illness. The employee shall notify his/her immediate supervisor if any of the circumstances necessitating the leave change.

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## ARTICLE 14 TRANSFERS

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- A. **Definition.** A transfer is defined as the reassignment of an employee from one location to another location (college campus) in the same classification.
- B. In order to improve the opportunity for District employees within this unit to transfer to other positions within the District, the District will maintain a transfer eligibility list for each class for a period of one (1) year. Of the employees requesting transfer, the two (2) employees with the most seniority in the District shall be interviewed for any vacancy to which the employee has been certified from such file of names prior to an appointment.
- C. Transfer of probationary employees will occur only in the best interest of the District.
- D. The District may transfer an employee without the employee's approval to any position provided that the transfer is in the best interest of the District. An involuntary transfer shall not be used as a form of discipline. A seven (7) day written notice to the employee is required prior to implementation.
- E. 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. In the event that this provision conflicts with seniority provisions set forth in the appropriate sections of the Education Code, the Education code provisions shall prevail.

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## ARTICLE 15 PERFORMANCE EVALUATION PROCEDURE

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### A. Schedule

Employees shall be evaluated in accordance with the following schedule:

- a. **Probationary employees** in a class shall be evaluated during the third (3rd) and fifth (5th) months of their probationary period.
- b. **Permanent employees** in a class shall be evaluated by their anniversary date each year.
- c. **The Performance Evaluation for Classified Employees form** located in Appendix B will be used to record the results of the evaluation process. The District may make additional performance evaluations for permanent or probationary employees at any time. Refer to the instructions included with the evaluation form for the conditions under which a supervisor may conduct additional evaluations.
- d. The District may omit probationary performance evaluations for an employee who:
  - (1) Has permanent status in the classified service,
  - (2) Is occupying a position reclassified to another class,
  - (3) Has occupied the same position prior to the reclassification action and, while occupying the position,
  - (4) Has received a performance evaluation during the year preceding the effective date of the reclassification action.

### B. Procedure

1. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. The evaluator either oversees, reviews, and checks the daily work performance of the employee being evaluated, or is the one who is most closely acquainted with the employee's daily work performance. The performance evaluation made by such a first-line supervisor may be supplemented by a separate evaluation by a central staff specialist who exercises functional supervision, when such an evaluation appears to be desirable. Probationary employees may be evaluated by each supervisor under whom the employee has worked during the probationary evaluation period. Permanent employees shall be evaluated by each supervisor under whom the employee has worked at least ninety (90) working days during the performance evaluation period.

2. Steps to be followed and factors to be evaluated by supervisors in completing the Performance Evaluation Forms are described on the reverse side of the forms, see Appendix B.
3. An individual evaluation conference shall be held with each employee at which time an explanation shall be given for:
  - a. The reasons for performance evaluation
  - b. Job content
  - c. The kind of work performance expected
  - d. The basis for the evaluation given
  - e. Areas where work performance may be improved, if any
4. The employee shall have an opportunity to review his or her evaluation prior to placement in his or her personnel file.
5. Review of the performance evaluation by the next higher level of administrative authority is optional. Any comments made by the reviewer shall be signed and shown to the supervisor who made the evaluation and to the employee.
6. A supervisor who believes that an employee's work performance has been exceptional should complete the District's form entitled "Notice of Outstanding Work Performance," in addition to the District's Performance Evaluation Form, or at any time when deemed appropriate. The outstanding work performance described may have occurred on a day-to-day basis, or in an unusually difficult and/or emergency situation. All Notices of Outstanding Work Performance shall be reviewed and signed by the employee's college president or division head or designated representative. Employees shall be provided a copy of any written comments made by the reviewer.
7. The supervisors shall complete the evaluation process by following the steps included on the evaluation form in Appendix B.

### C. Definitions of Evaluation Ratings

1. **Exceeds Work Performance Standards:** A check in this column indicates that the employee's work is better than satisfactory. If there are a number of checks in this column, the supervisor should consider giving a Notice of Outstanding Work Performance.
2. **Meets Work Performance Standards:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
3. **Needs Improvement Performance Standards:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service.

#### **D. Classification of Position**

The employee and the supervisor shall review the duties of the class as listed in the current class description. If either feels that the employee spends an appreciable portion of his/her time performing duties inappropriate to his or her class, either the employee's duties need to be modified to fit the classification description or a reclassification of the position should be initiated with the Personnel Commission.

#### **E. Appeal**

1. Except as provided below, any and all matters related to performance evaluations shall not be subject to the grievance and arbitration provisions of Article 18.
  - a. Only if a permanent employee receives one or more checks in the below "Below Work Performance Standards" column may he/she avail him/herself of the grievance procedure. Such grievances shall only be processed up to and including Step Three (3) of said procedure (see Summary of Due Process, Appendix C).
  - b. Notices of Unsatisfactory Service issued to permanent employees which are not related to a recommendation for further disciplinary action, may be grieved in accordance with the provisions of the grievance procedure (see Summary of Due Process, Appendix C).

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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 County Building and Construction Trades Council; the Supervisory Employees Union, SEIU Local 347; 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 who 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, step-children, 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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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.**

- a. Employees and their dependents may not be enrolled 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.
- b. 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.** If the internal responsibility for the administration of the Health Benefits Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the exclusive representatives within thirty days.

**11. Health Care Legislation.** The District and the Exclusive Representatives shall consult on the implementation of Education Code sections 7000-7008, Medicare Part D provisions and the District's obligation to address Governmental Accounting Standards Board (GASB) Statements 43 and 45. In the absence of an agreement to do otherwise, the Federal Medicare Part D subsidy will be held in a reserve fund for future retiree health care related to GASB 45 obligations. 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.

**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.** The District's Employee Assistance 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. All active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement), and their dependents, shall be eligible for participation in the Employee Assistance Program.

**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 members 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 (see Section II. B. below).

### **A. District Contribution and Premium Only Plan**

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<sup>1</sup> 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.

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 in sections B.1 through B.4 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 (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.
  - 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 B.1 through B.4 are met, the District will contribute \$150.00 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 \$150 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.B.4 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.
  - a. 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.

## B. No District Contribution

Part-time temporary faculty member or temporary adjunct faculty members who meet the eligibility requirements in sections E.1 through E.3 below and who prepay the entire cost (in two installments, each representing six months coverage) of the premium(s) via check, cashier’s check, or electronic fund transfer when it becomes available 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 the 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.

The District and the Exclusive Representatives agree to consult to develop policy regarding vesting rights for employees who are in temporary or limited status or classified specially funded program (SFP) status.

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;
  - b. qualified domestic partner as specified in Appendix I
  - 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, step-children, 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.
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.
4. Any survivor whose eligibility terminates for any reason shall not be eligible for re-enrollment.

**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, only a retiree (and his or her eligible dependents) may, if he or she remains eligible, re-enroll in plans. The retiree may re-enroll in plans at any time and the District shall verify his or her eligibility and process the retiree'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 15<sup>th</sup> 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 rules adopted by the Joint Labor/Management Benefits Committee) 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, dependent's loss of eligibility, 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 of one voting and one non-voting District Member appointed by the Chancellor; six Employee Members, one appointed by each of the Exclusive Representatives; and an additional voting 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. 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. The District shall grant the Chair of the Committee at least 0.2 FTE reassigned time to perform the duties of that assignment.
- 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; and
  9. if health care legislation that necessitates modification of the District's Health Benefits Program is enacted 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 its 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 WAGES AND SALARIES

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### A. Prevailing Wage

The Council 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 Schedule

1. Advancement from the first to the second step shall occur as of the first day of the pay period which follows completion of one hundred thirty (130) days in paid status in regular assignments in the class. For purposes of this rule, one hundred thirty (130) days shall be defined as one hundred thirty (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 (1<sup>st</sup>) day of the correspondingly numbered pay period on which the employee received his/her previous step advancement provided that he/she has completed at least one hundred thirty (130) days in paid status in regular assignments in the class during the twelve (12) 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 one hundred thirty (130) days in paid status in regular assignments in the class.
4. Upon promotion or reclassification which results in a salary increase to other than the first (1<sup>st</sup>) step, salary advancement shall be affected as follows:
  - a. If the employee completes one hundred thirty (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 one hundred thirty (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 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 probationary period must spend at least seventy-five percent (75%) of the required one hundred thirty (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. Reallocation.
    - 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) day of the pay period in the next salary year which corresponds in number to the pay period in which he/she was appointed, provided that he/she 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 (1<sup>st</sup>) day of the pay period which follows his/her completion of one hundred thirty (130) days in paid status in regular assignments in the class following such change.

Subsequent advancement shall take place as of the first (1<sup>st</sup>) 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 has been promoted to a regular position but returns to a lower class before completing his/her probationary period in the higher class shall receive credit toward step advancement in the lower class for the full period of his/her service in the higher class. If his/her anniversary date in the lower class has passed while he/she was serving in the higher class, he/she will receive a step advancement when assigned to the lower class, provided that he/she has met the requirements of this Article. For future step advancement his/her anniversary date in the lower class will be retained.
  - 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 that 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.
  11. Nothing in this Article shall prevent the Board of Trustees from granting or withholding step advancement.
- D.** Effective with the pay period, beginning July 1, 2005, all salary schedules and differentials shall be increased by 5.23%, (COLA plus an additional 1%.) for the 2005-2006 fiscal year.
  - E.** For 2006-2007, compensation matters of this Agreement may be reopened at the request of either party.
  - F.** For 2007-2008, compensation matters of this Agreement may be reopened at the request of either party.
  - G.** Rates of pay for any new classifications implemented during the term of this Agreement shall be determined by the District.
  - H. Special Pay Practices** - Claims for work out of classification shall be processed in accordance with Personnel Commission Rule 550.
  - I. Shift Differential**
    1. All employees covered by this Agreement, except those classifications enumerated in Article 10, Section B.7. shall receive a six and nine-tenths percent (6.9%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of three (3:00) p.m. to twelve (12:00) midnight and a thirteen and eight-tenths percent

(13.8%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of twelve (12:00) midnight to seven (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.

- 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.

**J. Career Differentials**

- Employees will be granted the differential as of July 1 each year. Continuation or granting of the differential will be based on an evaluation of satisfactory service during the immediately preceding year. Satisfactory service is defined for the purpose of this article to mean that no Notice of Unsatisfactory Service was issued during the evaluation year. In the event that a Notice of Unsatisfactory Service is being grieved, the decision to grant or deny the differential will be made after the outcome of the grievance is known.
- The differential will be paid as follows (as of the beginning of the pay period following the pay period in which this Agreement is approved by the parties ):

**Career Differential Rates—Years of Service—Semi-Monthly Rates**

<b>Years of Service</b>	<b>12-Month Employee</b>	<b>10-Month Employee</b>
7 to 9	\$14.73	\$13.68
10 to 14	\$28.94	\$26.83
15 to 19	\$43.67	\$40.51
20 or more	\$57.88	\$53.67

- Years of service shall be defined the same as in Article 12, Vacation

**K. Bilingual Pay**

Employees covered by this Agreement who are required to speak, read, and write a foreign language shall be compensated as shown below if they are required to speak a foreign language. In order to qualify for one of these differentials, the employee must meet all the requirements of Personnel Commission Rule 588.

**Bilingual Pay Compensation—Semi-Monthly Rates**

<b>12-Month Employee</b>	<b>10-Month Employee</b>
\$12.51	\$11.50

**L. Semi-Monthly Pay**

The classifications assigned to the Crafts Unit shall receive pay on a semi-monthly basis in accordance with the District procedures.



**M. Computing Differential**

1. The certification required as a prerequisite for eligibility to receive the monthly computing differential (\$40.78 semi-monthly for 12 month employees, \$37.50 for 10-month employees) shall be:

The Microsoft Office User Specialist (“MOUS”) certification, which shall be valid for three (3) years from the date of issuance.

2. To renew eligibility for the computing differential after three (3) years, an employee must present proof of having successfully tested for and received the most current MOUS certification that exists at the time of retesting. If the employee provides documentation that there is not a more current certification than the one that the employee already possesses, then that certification shall remain valid for purposes of the computing differential, on a year-to-year basis, until a new certification is offered by Microsoft.
3. Differentials shall become effective the pay period following the pay period in which the employee presents proof of the appropriate Microsoft certification to the District.

**N. Degree (Education) Differential**

Employees with degrees above the highest job specifications for their classification/position shall be eligible for only one of the following differentials (i.e. the highest degree attained over what is required for the classification):

**Degree (Education) Differential—Semi-Monthly Rates**

<b>Degree</b>	<b>12-Month Employee</b>	<b>10-Month Employee</b>
AA/AS Degree	\$11.45	\$10.52
BA/BS Degree	\$17.17	\$15.78
MA/MS Degree	\$22.89	\$21.05

In order for a Crafts Unit employee to be eligible for a degree 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.

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## ARTICLE 18 GRIEVANCE PROCEDURE

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### A. Grievance Defined

A grievance is defined as a formal written complaint by an aggrieved permanent employee(s) that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement or of a written rule, regulation or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission. (See appendices for grievance form.)

### 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; disciplinary matters; and complaints by one employee about another. Also excluded are those matters so indicated elsewhere in this Agreement which personally and adversely affects the aggrieved employee.

### C. Definitions

1. Grievant. A permanent employee covered by the terms of this Agreement.
2. Group Grievances. Should the District feel that the significant characteristics of a number of individual grievances or potential grievances 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 grievance shall be carried through the procedure by one designated grievant.
3. Day. A day, for the purposes of this Article, is defined as any day of the calendar year, except Saturdays, Sundays, and legal (or school) holiday.
4. Division Head. A management employee assigned the administrative responsibilities for a division in the District Office.
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. Council Responsibilities
  - a. No Council representative, shop steward, or Council official may solicit grievances either formally or informally.

- b. The Council agrees to encourage the grievant to discuss his/her complaint with his/her immediate supervisor or the appropriate immediate supervisor with authority to adjust the grievance.
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 Council representative. A grievant shall also be entitled to represent himself or 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.

#### **E. Released Time for Employees and Council Representatives**

Grievance meetings and hearings will be scheduled by the District whenever possible during non-working hours of the grievant. 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 the grievant.

#### **F. Effect of 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 shall be deemed a denial of the grievance, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

- G.** The respondent in any grievance shall be the District or individual campus, as appropriate, rather than any individual supervisor or management employee.
- H.** 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.
- I.** 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
- J.** Procedure
  1. Step One
    - a. 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 to the immediate supervisor who has the authority to adjust the grievance. The written grievance shall contain a clear, concise statement of the action(s) taken by the immediate supervisor or management employee, which resulted in the violation of a specific provision of the Agreement; the remedy sought; the specific provision(s) of the Agreement violated; and the name of the employee's representative, if any.

- b. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from the presentation of the grievance. The immediate supervisor or his/her designee shall reply in writing within ten (10) days following the meeting. Unless there is written agreement to the contrary, step one shall terminate at the close of business on the tenth (10<sup>th</sup>) day following the Step One meeting.

## 2. Step Two

If the grievance is not resolved in Step One, the grievant may, within five (5) 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 immediate supervisor's decision. Within five (5) 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. Unless there is written agreement to the contrary, step two shall terminate at the close of business on the tenth (10<sup>th</sup>) day following the Step Two meeting.

## 3. Step Three

If the grievance is not resolved in Step Two, the grievant may within five (5) 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 five (5) 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 ten (10) days following the meeting. Unless there is written agreement to the contrary, Step Three shall terminate at the close of business on the tenth (10<sup>th</sup>) day following the Step Three meeting.

## 4. Step Four

- a. If the grievance is not resolved at Step Three, the Council shall have fifteen (15) days from receipt of the decision in Step Three to file a written request to the Office of Employer Employee Relations for a hearing.
- b. Within twenty (20) days after receipt of the appeal, the Office of Employer Employee Relations shall arrange for the joint selection of a hearing officer. He/she may be a District employee or a hearing officer not employed by the District. If a hearing

officer cannot be mutually agreed to, the services of a hearing officer shall be selected from a permanent panel of twelve (12) arbitrators submitted by the American Arbitration Association. Beginning with the District, each party shall alternately strike a name from the panel until there is one (1) name remaining. The remaining name shall serve as the hearing officer for the grievance. For the term of the 2005-2008 agreement, the District and the Council agree to retain the list of arbitrators submitted by the American Arbitration Association during the term of the predecessor agreement. The parties may agree to select an arbitrator from a source other than the above-mentioned list.

#### **K. Optional Preliminary Hearing on Issues Which do not Involve Merits of Grievance**

If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality), 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 Council in writing prior to selection of the arbitrator.

Immediately after selection of the arbitrator for the preliminary hearing, either the Council or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. 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 Council ten (10) days' notice of its intention to do so.

#### **L. Limitations Upon the Arbitrator**

1. The hearing officer shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The hearing officer's decision shall be limited to a specific finding regarding the alleged violation of a specific term of this Agreement. The hearing officer shall have no authority to recommend a monetary award. 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 an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable grievance procedures which were in effect prior to this Agreement.
2. 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 representative, if any, witnesses while testifying, and representatives of the Office of Employer Employee Relations.
3. 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 Council, and the Board of Trustees.

4. The decision of the Hearing Officer shall be final and it shall constitute the final administrative remedy available to the grievant.

### **M. Expenses**

The District and the grievant shall share equally the payment of the services and expenses of the arbitrator(s). Each party shall bear the expenses of the presentation of its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense.

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## **ARTICLE 19 CONSULTATION FOR JOB SPECIFICATIONS**

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The District will meet with the Council or its credentialed representatives for the sole purpose of consultation when changing or revising Council 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.

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## **ARTICLE 20 TUITION REIMBURSEMENT**

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- A. The Los Angeles Community College District shall establish a fund of seven thousand dollars (\$7,000) for the purpose of professional development. Members of the Crafts Unit may receive tuition reimbursement in accordance with the following requirements:
  1. A maximum of one thousand dollars (\$1,000) not to exceed fifty percent (50%) of the tuition in any one (1) academic year. Any tuition expenses incurred while attending a Los Angeles Community College District facility or Union Training Trust facility shall be reimbursed at one hundred percent (100%) within the conditions set by the District.
  2. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken. This evidence shall be submitted by the employee to the Human Resources Division.
  3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas:
    - a. The unit member's classification.
    - b. A related class.

4. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
5. A request for reimbursement for professional growth must be submitted to the Committee on Tuition Reimbursement prior to enrollment and approved by the same committee.
6. The total amount encumbered for tuition reimbursement shall not exceed seven thousand dollars (\$7,000).

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## **ARTICLE 21 SAFETY**

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- A. The District, the Union, and the employees agree to comply with all applicable state and federal regulations, including the California Occupational Safety and Health Act (CAL/OSHA) in regards to safe and healthful working conditions.
- B. The Union agrees that all unit employees shall comply with all safety rules and regulations. Further, the Union agrees that all employees shall utilize safe working procedures and that safety hazards and unsafe conditions be reported to their immediate supervisor. The District agrees to maintain a safe and healthful work place for employees.
- C. If requested by a CAL/OSHA representative, the District will grant District time to an employee to accompany the CAL/OSHA representative and/or management representative conducting an on-site safety inspection.
- D. No employee will be discriminated against in any way for reporting a real or potentially unsafe condition.

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## **ARTICLE 22 PERSONNEL FILES**

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### **A. Files**

1. Employees covered by this Agreement shall be provided a copy of all adverse written material, prior to or at the time they are placed in his/her personnel file. Employees shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or at the work site. A supervisor's personal notes shall not be considered a part of the personnel file. Employees shall have the right at any reasonable time to inspect their personnel file, provided that their absence from the work site would not have a detrimental effect upon the job at hand and that the supervisor is properly notified. Any adverse material, with the

exception of records of criminal convictions, which the employee has not had opportunity to receive prior to placement in the personnel file, shall be removed from said personnel file. The employee's union representative shall have the right, with written consent of the employee, to inspect the employee's personnel file at a reasonable time. If the representative is an employee of the District, the absence for such purpose shall not have a detrimental effect upon the job at hand and the employee shall properly notify his/her supervisor.

2. Adverse or derogatory material will remain part of the personnel file until such time as the college or division issuing it requests its removal. Such material which has been placed in the personnel file may be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued. The material removed will be maintained separately from any personnel file under the following conditions:
  - a. The material shall be kept in the Employer Employee Relations Office.
  - b. Such material may not be used by the District in any proceedings which affects the status of the employee.
  - c. Such material may only be viewed by the Office of the Chancellor, the Office of the Sr. Vice Chancellor, Sr. Associate Vice Chancellor of Human Resources, Associate Vice Chancellor of Employer Employee Relations, the Office of General Counsel and the Office of Employer Employee Relations. Notwithstanding the foregoing limitation, the material may be utilized by the District in legal proceedings in defense of the District or in compliance with a legal court order.

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## **ARTICLE 23 TOOLS**

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- A. The cost of the purchase, lease, or rental of tools 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. If tools brought to the work site, under the conditions described under Board Rule 101500 and Personnel Guide B580, are lost, stolen, or damaged, the District shall be responsible for their repair or replacement in accordance with the provision of that Board Rule and Personnel Guide.
- C. All Crafts Unit employees shall have an individual mail box, in-box, tray, or other designated place at their primary work location to receive work orders, correspondence, notices, fliers, newsletters and memos.



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**ARTICLE 24 LAYOFF AND FURLOUGH**

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**A. Effects of Layoff**

1. Definition. A layoff is a separation from regular service because of lack of work or lack of funds, or because the position has been abolished or reclassified.
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>Continuation After Layoff</b>
1 - 5	2 months
6 - 10	4 months
11 or more	6 months

4. Severance Pay. Every employee laid off and not reemployed by the District in a regular capacity shall receive a severance grant equal to fifty dollars (\$50) per total years of regular service with the District.
5. Layoff and Reemployment Procedures. 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.

**B. Effects of Furlough**

4. Definition. A furlough is a specific period of time 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.
5. Vacation Pay. Furloughed employees shall not be permitted to receive payment for accumulated vacation hours.
6. Health and Welfare. All benefits will continue as though in paid status.
7. Benefits for Employees on Furlough. 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 be limited to:
  - a. Continuation of health and welfare benefits as mentioned in B.3. above.
  - b. Vacation earning.

c. Seniority for the purpose of:

(1) Step advance.

(2) Probationary period.

(3) Promotional examinations.

8. Vacation Credits for Employees on Furlough. Employees 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 (1) hour of vacation credit on July 1 of the subsequent fiscal year.

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## **ARTICLE 25 UNIT WORK**

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- A. Unit work, including closely related emerging technologies, is defined as work described by the duties of Crafts Unit classifications (Appendix A) found in the class specifications developed by the Los Angeles Community College District Personnel Commission.
- B. Unit work paid by the District at District sites must be performed by journey level craftspeople at wages agreed to in this agreement or higher.
- C. Community volunteer projects that entail unit work shall be supervised by a journeyman or higher level from the appropriate craft or the Facilities Manager.
- D. When disputes arise regarding the assignment of unit work, the District and the Council agree to meet, confer and consult, in a good faith effort at reaching agreement, to resolve the issue.

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## **ARTICLE 26 WORK ENVIRONMENT**

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### **A. District Compliance**

The District will conform with State and Federal law and guidelines governing the use of video display terminals and shall consider and review potential health problems associated with prolonged and intense use of video display terminals.

### **B. Video Display Terminals**

- 1. Definitions. A VDT operator shall be defined as an employee who works twenty (20) hours per week (ten [10] hours for VDT glasses eligibility) or more at a VDT terminal on

tasks including, but not limited to, inputting data or programming computers. Such work is differentiated from casual use of VDT terminals for inquiry purposes.

“VDT user” shall mean all others who use VDTs and are not included in the above definition.

2. Ergonomics. (The Design of a Safe and Healthful Work Environment). The purchase or lease of VDTs and associated equipment and its installation, use and maintenance shall conform to the following ergonomic guidelines:
  - a. Lighting
    - (1) The VDT 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.
    - (2) Whenever possible, the work area shall be painted with a low-reflective color.
    - (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.
  - b. Glare
    - (1) The luminance of VDT characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.
    - (2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the VDT.
  - c. Keyboard and Screen
    - (1) The Keyboard shall be adjustable and detachable.
    - (2) 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.
    - (3) The screen shall be adjustable for brightness and contrast.
    - (4) The minimum dot matrix composition for screen characters shall be five x seven (5 X 7) pixels.

d. Printer

Excessive printer noise (defined as an average of sixty-five [65] DB or above measured over an eight [8] hour shift) at the regular work station of the two (2) employees nearest the source, shall be reduced by a combination of distance and/or noise reducing techniques, such as noise reducing cover or shield, carpeting, and sound absorbing ceilings and walls. Nevertheless, printers that produce eighty (80) db or more shall be in a separate room.

e. Chair and Desk

- (1) 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.
- (2) Either by way of adjustable work surface (i.e. computer table, desktop, etc.) or appropriate accessory, the screen and keyboard must be able to be situated at different levels.
- (3) There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.
- (4) The leg space under the table shall be free from obstructions.
- (5) A glare-inhibiting matte desk.
- (6) Footrests and wrist rests shall be available.

f. Maintenance and Monitoring

- (1) Color monitors with screens measuring more than fourteen (14) inches diagonally shall be inspected annually for excess x-ray emission. Regulation of CRT voltage shall be within the specifications of the manufacturer.
- (2) As necessary, each VDT shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced.
- (3) If an employee discovers a problem with a VDT 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.

- (4) Maintenance records for VDTs and associated equipment shall be maintained by the supervisor or manager responsible for the equipment.
- (5) Indoor temperature in the workplace shall be maintained at not less than approximately sixty-five (65) degrees Fahrenheit. Adequate ventilation shall be provided.
3. Work Breaks. Every employee actively working at a VDT 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.
4. 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 VDT 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 VDT use shall be covered by the VSP/VDT 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 VDT 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.

5. Pregnancy and Disability. Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.
  - a. At their request, pregnant employees shall be reassigned from duties involving VDTs, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT 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.

- b. Disabled employees shall be reassigned from VDT duties or shall be moved from the vicinity of VDTs, or shall remain in their position and shall be relieved of VDT duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving VDTs or to return to a workspace in the vicinity of VDTs, an employee shall be assigned to a position in his/her classification in accordance with the following:
    - (1) 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.
    - (2) 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 5.a. and 5.b. (1) and 5.b. (2) shall be without loss of paid benefits.
6. Training and Education. The District shall develop and distribute a written guide for the safe and healthful operation of VDTs 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 VDTs and associated equipment periodically. Attendance at workshops for newly assigned VDT operators shall be mandatory.

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

- a. VDT operators and users shall be trained on the normal use of VDTs 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. All employees shall be provided training by the District in new office technology that they are required to use and operate. 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.

7. 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.

8. Implementation

- a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this article.
- b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Article.
- c. First priority shall be given to upgrading the equipment and work environment of VDT operators as defined to conform to the guidelines contained in this Article; second priority shall be given to those defined as VDT users. Replacement equipment shall be provided to VDT users according to the approximate number of hours the user works at a VDT, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Article as it becomes necessary to replace such equipment; the work environment shall be improved as necessary.
- d. VDTs and associated equipment and/or accessories which do not presently meet the guidelines in this Article shall be brought up to the guideline standards within one (1) year from the date of this Agreement.
- e. Whenever VDT 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 contained herein. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories

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**EXECUTION OF AGREEMENT**

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In witness whereof, the parties execute this Agreement on the nineteenth day of October, 2005.

**LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

**LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

By \_\_\_\_\_  
Sylvia Scott-Hayes, President  
Board of Trustees

By \_\_\_\_\_  
Richard Slawson  
Los Angeles/Orange Counties  
Building and Construction Trades  
Council

By \_\_\_\_\_  
Darroch F. Young, Chancellor

By \_\_\_\_\_  
Jimmy Adams  
Chief Negotiator

By \_\_\_\_\_  
Susan Carleo, Chief Negotiator  
Senior Associate Vice Chancellor

By \_\_\_\_\_  
Carpenters Local Union #409

By \_\_\_\_\_  
Michael Shanahan  
Associate Vice Chancellor

By \_\_\_\_\_  
Electricians Local Union #11

By \_\_\_\_\_  
Jerry Davis  
Vice President of Administration  
Los Angeles Harbor College

By \_\_\_\_\_  
Electricians Local Union #45

By \_\_\_\_\_  
Painters District Council #36

By \_\_\_\_\_  
Plumbers Local Union #78

By \_\_\_\_\_  
Steamfitters Local #250



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## APPENDIX A CRAFTS UNIT

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### Crafts Classes

Carpenter  
Electrician  
Heating and Air Conditioning Technician  
Lead Carpenter  
Lead Electrician  
Lead Heating and Air Conditioning Technician  
Lead Painter  
Lead Plumber  
Locksmith  
Machinist  
Maintenance Planner and Scheduler  
Painter  
Plasterer  
Plumber  
Power Equipment Mechanic

### Electronics Classes

Computer Technician  
Electronics Technician  
Lead Technician, Electronics & Computer Technology

### Stage Classes

Costume Maker  
Performing Arts Technician

### Studio Classes

Broadcast Engineer  
Projectionist  
Sound Engineer

## APPENDIX B PERFORMANCE EVALUATION FORM

NAME: \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ DIVISION OR COLLEGE: \_\_\_\_\_

EVALUATION PERIOD: \_\_\_\_\_ STATUS:  PROBATIONARY  PERMANENT

REVIEWED JOB CLASSIFICATION DESCRIPTION DURING EVALUATION CONFERENCE?  YES  NO

RATINGS: A—EXCEEDS WORK PERFORMANCE STANDARDS  
 B—MEETS WORK PERFORMANCE STANDARDS  
 C—NEEDS IMPROVEMENT

PERFORMANCE STANDARDS	* A	B	* C	COMMENTS (Site Specific Suggestions or Examples)
1. <b>QUALITY OF WORK:</b> Employee demonstrates job knowledge and is accurate, neat, well organized, and thorough.				
2. <b>QUANTITY OF WORK:</b> Employee is productive and meets reasonable standards				
3. <b>WORK HABITS:</b> Employee shows good daily attendance, is punctual, orderly, complies with rules, regulations and instructions and works without immediate supervision.				
4. <b>PERSONAL QUALITIES:</b> Employee uses good judgment, shows initiative, is professional in manner and demeanor and adapts to emergency and new situations.				
5. <b>RELATIONSHIP WITH OTHERS:</b> Employee works effectively and courteously with fellow employees, students and the public.				
6. <b>SUPERVISORY QUALITIES (if applicable):</b> Employee exhibits leadership, impartiality and fairness in making decisions. Shows good judgment in assigning work and communicates effectively. Assignments are completed in an effective and timely manner.				
7. <b>OTHER FACTORS NOT LISTED ABOVE</b> (Attach additional sheets if necessary)				
8. <b>OVERALL PERFORMANCE RATING</b> (*A-consider Notice of Outstanding Performance) (*C-consider Notice of Unsatisfactory Performance)				<b>OVERALL ASSESSMENT</b>

**Classification of Position:** Do the primary duties of the employee fall within his/her assigned class? If "NO", attach a statement listing duties and responsibilities considered inappropriate to the class.

Supervisor:  yes  no

Employee:  yes  no

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date

My signature is an acknowledgment that I have seen and discussed this evaluation with my supervisor, but does not necessarily imply agreement with the evaluation. I understand that I have the right to respond to any derogatory evaluation or statement and attach such response to this evaluation.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of next level of authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President's signature

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR PREPARING PERFORMANCE EVALUATION FORMS

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1. **An Evaluation Shall be Completed for:**  
Each regular classified employee ~~who is not serving in an initial probationary period.~~ In the event an employee has worked for more than one supervisor during the previous period, a separate evaluation shall be completed by each supervisor for whom the employee has worked more than 120 working days.
2. **The Person Completing the Evaluation:**  
Shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is the one who is most closely acquainted with the employee's work performance. In the event an employee has worked for more than one supervisor during the reporting period, a separate form should be completed by each supervisor under whom the employee has worked.
3. **Before Making the Evaluation, the Supervisor is Requested to:**  
Verify that the name, employee number, class title, name of Division or College and reporting period dates for each employee are correct.
4. **An Employee's Work Performance Shall be Evaluated by:**  
A check mark (✓) in the appropriate box ("Below Work Performance Standards" or Meets or Exceeds Work Performance Standards) opposite the factor being reported. In addition, the supervisor should state in the "Comments" space the suggestions he/she gave to the employee on how to improve his/her work performance if below standards, or why the employee's performance fails to meet or exceeds the standards.
5. **The Supervisor May:**  
Add factors which he/she considers pertinent to the evaluation and record suggestions made to the employee that will aid him/her in improving his/her work or make other pertinent comments.
6. **The Supervisor Shall:**
  - A. Hold a conference with each employee for whom an evaluation is completed.  
Note: The form may be completed at the time of the conference, if the supervisor so wishes.
  - B. Explain to each employee:
    - The reasons for performance evaluation shall be given by the evaluator.
    - The evaluator shall explain the kind of work performance expected.
    - The evaluator shall give the reasons for the evaluation given and any negative evaluation or comments shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made, and
    - The evaluator and the evaluatee may discuss any questions that the evaluatee has concerning his/her job and/or the responsibilities and duties assigned.
    - If the employee feels that the evaluation is improper, he/she may go to the supervisor's immediate superior to resolve differences. No regular employee shall be denied this privilege.
  - C. Sign the performance evaluation form and obtain the signature of the employee.
  - D. Submit the completed form to his/her immediate supervisor for review and signature.
  - E. Retain the triplicate copy of the performance evaluation form for the campus personnel file.
  - F. Give the employee the duplicate copy of the completed form. (If the employee is not available, the supervisor will send a copy of the form by certified mail to him/her at his/her last known address.)
  - G. Send the original copy to District Human Resources Division to be placed in the employee's personnel file.
7. **Additional Forms Which May be Used by the Supervisor:**
  - A. A notice of outstanding work performance is available to provide a record of communication for outstanding work performance in regular, day-to-day activities or in an unusually difficult and/or emergency situation. A notice of outstanding work performance may be completed and filed at any time considered appropriate by the employee's supervisor.
  - B. A notice of unsatisfactory service is available to:
    1. Provide a written record of an employee's unsatisfactory service.
    2. Provide a written confirmation that the employee has been told of his/her unsatisfactory service.
    3. Prepare for further disciplinary action, such as suspension, demotion, or dismissal.  
This notice of unsatisfactory service is given to the employee whenever his/her services are unsatisfactory.
8. If additional comments pertaining to the employee's performances are entered on the form subsequent to the evaluation conference, the employee must be advised of such comments.

### DEFINITION OF COLUMNS

- a. **Exceeds Work Performance Standards:** A check in this column indicates that the employee's work is better than satisfactory. If the employee's work is truly exceptional and worthy of special notice and commendation, a notice of outstanding work performance should also be used.
- b. **Meets Work Performance Standards:** A check in this column indicates that the employee's work is satisfactory.
- c. **Below Work Performance Standards:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory, but that additional effort on his/her part, along with more help on the part of his/her supervisor, will probably be required to bring his/her performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a notice of unsatisfactory service.

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## **APPENDIX C SUMMARY OF DUE PROCESS**

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### **Performance Evaluation (Probationary)**

1. Employees may rebut “Below Work Performance Standards” marks by submitting a written response to the Human Resources Division which will be attached to the Evaluation.
2. Employee may not appeal.

### **Performance Evaluation (Permanent)**

1. Employee may rebut “Below Work Performance Standards” marks by submitting a written response to the Human Resources Division that will be attached to the Evaluation.
2. Employee may file a grievance for one (1) or more “Below Work Performance Standards” marks. Grievance may proceed through Third Step Only (See Performance Evaluation Procedure, Article 15.E.1.)

### **Notice of Unsatisfactory Service**

1. Employees may rebut Notice by submitting a written response to the Human Resources Division which will be attached to the Notice.
2. Employees may file a grievance (See Performance Evaluation Procedure Article 15.E.1.)

### **Suspension, Demotion, Dismissal**

1. Employee may not grieve Notice of Unsatisfactory Service which relates to a recommendation for a suspension, demotion or dismissal (See Performance Evaluation Procedure, Article 15.E.1.)
2. Permanent employees may appeal a suspension, demotion or dismissal to the administrator empowered to reverse the recommendation. (“Skelly Rights” - See Personnel Guide B466, B477, and B479).
3. Permanent employees may appeal suspension, demotion or dismissal to the Personnel Commission after the Board of Trustees has taken action. Probationary employees may not appeal (See Personnel Commission Rule 735).

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**APPENDIX D SALARY RATES AS OF JULY 1, 2005**

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<b>Crafts Classes</b>	<b>Semi-Monthly Rate</b>
Carpenter	2396.85
Electrician	2616.09
Heating and Air Conditioning Technician	2675.25
Lead Carpenter	2667.42
Lead Electrician	2911.89
Lead Heating and Air Conditioning Technician	2978.88
Lead Painter	2484.72
Lead Plumber	3065.01
Locksmith	2396.85
Machinist	2523.00
Painter	2231.55
Plasterer	2536.05
Plumber	2753.55

<b>Monthly Rate*</b>	<b>Level 01</b>	<b>Level 02</b>	<b>Level 03</b>	<b>Level 04</b>	<b>Level 05</b>
Power Equipment Mechanic	3289.69	3471.30	3661.61	3863.89	4075.95
Maintenance Planner and Scheduler	4306.50	4543.58	4793.70	5056.88	5335.28
<u>Electronics Classes</u>					
Computer Technician	3806.25	4016.14	4236.90	4469.63	4715.40
Electronics Technician	3806.25	4016.14	4236.90	4469.63	4715.40
Lead Technician, Electronics & Computer Technology	4235.81	4469.63	4715.40	4974.23	5248.28
<u>Stage Classes</u>					
Costume Maker (C and G basis)	2531.00	2671.00	2818.00	2972.00	3136.00
Performing Arts Technician	3364.73	3550.69	3745.35	3951.98	4168.39
Performing Arts Technician (G basis)	3094.00	3265.00	3444.00	3634.00	3833.00
<u>Studio Classes</u>					
Broadcast Engineer	4713.23	4973.14	5246.10	5535.38	5839.88
Projectionist	3649.00	3850.00	4062.00	4285.00	4521.00
Sound Engineer	3897.00	4112.00	4338.00	4577.00	4828.00

Above rates are A Basis except where noted

\*Each Salary Warrant for will be half the amount of the monthly rate listed above, payable in 2 semi-monthly pay checks.

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## APPENDIX E DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE

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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.
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 IIC, 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](#)



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**APPENDIX F 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**

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1. Step 1 Authority

\_\_\_\_\_  
Name

\_\_\_\_\_  
Job Title

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

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

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**RESPONDENT:** Clearly and concisely state the reason for your decision on a separate sheet and send a copy with this form to the Human Resources Division Office of Employer Employee Relations.