

AGREEMENT

BETWEEN THE

LOS ANGELES COMMUNITY COLLEGE DISTRICT

AND THE

LOS ANGELES CITY AND COUNTY SCHOOL EMPLOYEES UNION

LOCAL 99, S.E.I.U.

July 1, 2020 – June 30, 2023

TABLE OF CONTENTS		Page
ARTICLE 1	RECOGNITION	4
ARTICLE 2	AGREEMENT	4
ARTICLE 3	NONDISCRIMINATION AND DIVERSITY COMMITMENT	5
ARTICLE 4	MANAGEMENT RIGHTS	6
ARTICLE 5	RENEGOTIATION, SEVERABILITY, AND WAIVER	7
ARTICLE 6	UNION RIGHTS	8
ARTICLE 7	ORGANIZATIONAL SECURITY	11
ARTICLE 8	HOURS AND OVERTIME	12
ARTICLE 9	LEAVES AND ABSENCES	18
	SECTION 1 GENERAL PROVISIONS	18
	SECTION 2 ANNUAL PHYSICAL LEAVE	21
	SECTION 3 ASSAULT AND BATTERY LEAVE	21
	SECTION 4 BEREAVEMENT LEAVE	21
	SECTION 5 COURT SUBPOENA ABSENCES	22
	SECTION 6 ILLNESS LEAVE	23
	SECTION 7 INDUSTRIAL ACCIDENT LEAVE	26
	SECTION 8 JURY DUTY LEAVE	29
	SECTION 9 MATERNITY LEAVE	30
	SECTION 10 MILITARY LEAVE	31
	SECTION 11 MISCELLANEOUS LEAVES	34
	SECTION 12 PEACE CORPS, RED CROSS OR MERCHANT MARINE LEAVES	35
	SECTION 13 PERSONAL NECESSITY LEAVE	35
	SECTION 14 RETRAINING AND STUDY LEAVE	37
	SECTION 15 UNION CONVENTION LEAVE	39
	SECTION 16 ORGANIZATION LEAVE	39
	SECTION 17 WORK-RELATED ABSENCES	40
	SECTION 18 CASUAL ABSENCES	40
	SECTION 19 FAMILIES AND MEDICAL LEAVE(MANDATORY)	40
	SECTION 20 CA FAMILY RIGHTS ACT LEAVE (MANDATORY)	42
ARTICLE 10	TRANSFER AND SHIFT CHANGE	44
ARTICLE 11	SAFETY	46
ARTICLE 12	PERFORMANCE EVALUATION PROCEDURES	47
ARTICLE 13	VACATION	52

ARTICLE 14	HOLIDAYS	55
ARTICLE 15	UNIFORMS AND TOOLS	57
ARTICLE 16	PROFESSIONAL GROWTH	58
ARTICLE 17	HEALTH AND WELFARE	60
ARTICLE 18	SPECIAL PAY PRACTICES	84
ARTICLE 19	WAGES AND SALARIES	86
ARTICLE 20	GRIEVANCE PROCEDURE	90
ARTICLE 21	WINDOW WASHING	95
ARTICLE 22	EMPLOYEE ASSISTANCE PROGRAM	96
ARTICLE 23	COMMITTEES	96
	EXECUTION OF AGREEMENT	99
APPENDIX A	UNIT 2-MAINTENANCE AND OPERATIONS	100
APPENDIX B	DOMESTIC PARTNER POLICY AND FORMS FOR HEALTH INSURANCE	101
APPENDIX C	PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES	106
APPENDIX D	NOTICE OF OUTSTANDING WORK PERFORMANCE	108
APPENDIX E	NOTICE OF UNSATISFACTORY SERVICE FOR CLASSIFIED EMPLOYEE	109
APPENDIX F	EMPLOYEE GRIEVANCE FORM	111
APPENDIX G	ACCUMULATIVE OVERTIME LOG	112
APPENDIX H	CLASSIFIED CAREER DEVELOPMENT GUIDELINES	113
APPENDIX I	SHOE ALLOWANCE REIMBURSEMENT FORM	119
APPENDIX J	MEMORANDA OF UNDERSTANDING	121
	Memorandum Of Understanding #1 - Process for Hiring Substitutes	121
	Memorandum Of Understanding #2 - Attendance and Punctuality	122
APPENDIX K	HARRASSMENT (NON-SEXUAL) COMPLAINT FORM	123

The Los Angeles Community College District Board of Trustees, together with its administrative staff and representatives (hereafter referred to as "District") and the Los Angeles City and County School Employee's Union, Local 99 of the Service Employees' International Union, together with its officers and representatives (hereafter referred to as the "Union") hereby enter into this Agreement in a spirit of mutual commitment to enhance welfare, excellence, and prestige of the Los Angeles Community College District, and join in dedication to the students, classified employees and community we are pledged to serve.

ARTICLE 1 RECOGNITION

The District recognizes that the Union was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular full-time and regular part-time classified employees of the District who are assigned to classifications in Unit 2, Maintenance and Operations, as enumerated and listed in Appendix A.

Full-time Employee: An employee who is assigned to work from thirty-five (35) to forty (40) hours per week.

Part-time Employee: An employee who is assigned to work less than thirty-five (35) hours per week.

Definition of the following terms shall be in accordance with the version of Personnel Commission Rule 500 which is in effect: Regular Employee, Probationary Employee, Permanent Employee, Provisional Employee, Substitute and Relief Employees.

ARTICLE 2 AGREEMENT

- A. The Articles and Provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Union.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- C. 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, 2023, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days written notice and/or a new contract has been negotiated.

ARTICLE 3 NONDISCRIMINATION AND DIVERSITY COMMITMENT

- A. Nondiscrimination: The District and the Union agree not to discriminate against any employee covered by this Agreement because of their 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. No employee shall be coerced, intimidated or otherwise discriminated against for the exercise of rights guaranteed by federal or state laws, the rules and regulations of the Public Employment Relations Board or the provisions of this Agreement.

C. Harassment (Non-Sexual)

1. The District has established policies regarding sexual harassment, which policies are the exclusive procedures for allegations of such conduct (Board Rule Chapter XV). This section defines harassment of a non-sexual nature.
2. No unit employee shall be subjected to harassment. Harassment, for the purposes of this section, is defined as a verbal or physical behavior, by a manager, or behavior of another of which the manager should reasonably have been aware, or is aware and has taken no corrective action, which creates a hostile work environment.

A hostile work environment, for the purposes of this section, exists when there is specific evidence of a pattern or practice of verbal or physical behavior, which would be offensive to a reasonable person, and which is severe and pervasive enough to adversely affect an employee's work environment or is so deplorable, or egregious, it warrants immediate action. Reasonably omitted are meetings between a supervisor and an employee, wherein discipline will be communicated. Employees shall retain the right to seek SEIU Local 99 representation (Article 12, G).

If harassment occurs between Unit employees and the conflict adversely affects the work environment, the supervisor shall recommend the Employee Assistance Program (EAP) (Conflict Resolution). This allows the employees to utilize this conflict resolution process to avoid a hostile work environment.

3. Complaint Procedure: A complainant of non-sexual harassment shall first present their complaint to their immediate supervisor, in writing, with a copy to the President or Division Head. The Harassment (non-sexual) Complaint Form, Appendix K, may be submitted when filing the complaint. Employees shall retain the right to seek SEIU Local 99 representation (Article 12, G). If the complaint is against the immediate supervisor, the complainant shall present the complaint to the next higher level of supervision. The person to whom the complaint was submitted shall investigate the complaint, interview all parties as identified by the complainant and any other relevant parties, and shall

provide a written response within ten (10) working days to the complainant and the President or Division Head. If the complainant has not received the response or is not satisfied, the complainant may avail themselves to the procedure in paragraph 4 below. There shall be no resolution that is in conflict with the provisions of the contract.

4. Employees who believe they have been subjected to harassment as defined in this section will first attempt mediation. The District shall begin mediation as soon as practicable, no later than fifteen (15) working days from the initial request for mediation. This timeline may be extended by mutual agreement. If after mediation the complaint has not been resolved, the complaining party may file a grievance as set forth in Article 20, E. Steps 1 through 3. No employee shall knowingly file false allegations of harassment.

- D. Commitment to Diversity – The District shall strive to maintain a Maintenance and Operations Unit workforce that is diverse and reflective of the populations served by the District.
- E. Further, the District agrees to treat each employee in a fair and equitable manner, and shall insure that employees do not work in an environment, which is unreasonable, intimidating or hostile. This section shall be grievable under the terms of Article 20, Grievance Procedure.
- F. Discrimination complaints filed with the District or a college by employees covered by this Agreement shall be processed in a timely manner and in accordance with the District's complaint processing procedures for each specific complaint. This section shall not be grievable under the terms of Article 20, Grievance Procedure.

ARTICLE 4 MANAGEMENT RIGHTS

- A. The intention of this Article is to provide that the District retain all rights and powers, which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of the Union or the employees as provided in the other Articles of this Agreement. In the event there is a conflict between the rights of the District under this Article and the rights of the Union or employees as set forth in this Agreement, the provisions of the other Articles of this Agreement shall prevail.
- B. The District has all the customary and usual rights, powers, functions, and authority established in California Government Code Section 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision, and control of the District operations, working force and facilities are vested in the Board. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, suspend, transfer, lay off, discipline

or discharge employees; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the District.

- C. The Board of Trustees may legally delegate or assign any District rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.
- D. The District shall not contract out work, which is exclusively performed by classifications, which are part of the Maintenance and Operations Unit as of the execution of this Agreement, except as specifically provided in other sections of this Agreement.

Any disputes arising out of the interpretation or implementation of this Article shall be resolved by the District and the Union in a good faith effort at reaching agreement.

ARTICLE 5 RENEGOTIATION, SEVERABILITY, AND WAIVER

- A. 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), negotiation shall commence not later than ten (10) working days after all conditions of Government Code Section 3547 are met. The District shall implement the request for renegotiation in a timely manner.
- B. 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.
- C. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.
- D. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

- E. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Article shall not be subject to the grievance provisions of Article 20.

ARTICLE 6 UNION RIGHTS

- A. The Union shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulations, and the right to use institutional facilities and equipment provided that such use does not interfere with nor interrupt normal District or campus operations nor shall use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Union. The District shall provide a mailbox for all bargaining unit employees at all locations and for all shifts.
- B. Each College and the District Office shall provide an office as determined by the college president or designee (the District representative for the District Office), in consultation with the SEIU Local 99, which SEIU Local 99 stewards use on an ongoing non-exclusive basis for purposes of discussing matters of a private and confidential nature with its members. The office shall include a desk, a locking file cabinet, a computer, a scanner, and network access.
- C. The Union shall be entitled to a representative at all Board meetings and shall be allowed to speak on any item of any agenda in accordance with existing Board Rules. The Union shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- D. The District shall furnish to the Union, upon request, all available information that is available to the public concerning items affecting the unit. Such public information may include but not be limited to financial reports and audits, roster of all unit personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and other such information as will assist the Union in fulfilling its function, together with information which may be necessary for the Union to process any grievance or complaint.
- E. The District agrees to recognize Shop Stewards selected by the Union, pursuant to its own procedures, provided that the Union notify the District in writing as to the names and locations of such Shop Stewards.

The Union may select up to a maximum of four (4) Shop Stewards per college campus. If the Union selects the full complement of four (4) Shop Stewards at any one (1) campus, only

one (1) Shop Steward shall be designated per shift from any operational unit. If four (4) Shop Stewards are assigned, one (1) shall serve as an alternate.

Reasonable released time shall be increased to the current District formula as it applies to all units and/or shifts and shall be used by all Shop Stewards for the purpose of representing employees in grievance resolution, disciplinary matters and Personnel Commission matters. Formal grievance meetings, DBPAC, PAC, and committee meetings and related activities shall not be charged against this maximum.

F. Shop Stewards shall have the right to:

1. Post, initial, and date official Union notices on designated bulletin boards,
2. Report to the appropriate administrator, upon discovery and without delay, any unsafe conditions at the work sites,
3. A maximum of thirty (30) minutes after a regularly scheduled staff meeting (e.g. shift meetings and/or safety meetings) involving Local 99 members to access all members during paid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. A tentative annual calendar of regularly scheduled staff meetings involving Local 99 members will be published within the first month of each fiscal year and shall be made available to stewards and the Union upon request.

G. Released Time for Negotiations: No more than nine (9) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District for renegotiating a successor Agreement to this contract. No more than five (5) employees may be released for re-opener negotiations pursuant to Article 19 of this Agreement. Employees shall be granted compensatory time off for time spent on negotiating meetings. This time will be taken off in no less than eight (8) hour segments or a complete work day/shift. Employees attending bargaining team meetings shall be granted four (4) hours, or as otherwise negotiated at the time, release/compensatory release time off for each negotiation session with the District, for the purpose of preparing for negotiations.

H. The District shall make available at all locations and for all shifts, Personnel Commission Rules, Board Rules and site policies for the perusal by employees in the Union. The District shall attempt to maintain said rules on a current basis.

I. The Union shall be responsible for informing both the District and its Unit members of the name(s), shift(s), and work locations(s) of the Shop Stewards at each worksite. The District shall be responsible for keeping appropriate Supervisors and managers informed of these appointments.

J. Site Policies must conform to the provisions of this Agreement. When it is necessary to conform to new site policies or review existing policies, the Shop Steward at the location

who has been designated by the Union shall be consulted by the appropriate management employee; the Shop Steward will be invited to comment on the proposed additions or changes, and where appropriate, and where it affects the unit members, their suggestions shall not be unreasonably denied. Shop Stewards may request to meet with the site managers to discuss either the development of new site policies or the revision of existing site policies. When a site policy affecting bargaining unit employees is developed, revised, or eliminated the college will provide the Shop Steward and the Union with a copy of that site policy prior to the effective date of such policy. Nothing in this section shall be construed as limiting those rights set forth in Article 4, Management Rights.

- K. The College President or their designee and the College Union Representative or their designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement at the college and to discuss matters of mutual interest. Prior to each consultation session, the parties should exchange written agendas. The parties should summarize any agreed upon actions resulting from the consultation prior to the date of the next consultation.

- L. Union Executive Board members and Stewards shall be granted release time, and when applicable compensatory release time, to attend District meetings where the Union holds a voting seat or has a right or invitation to attend. No more than one (1) District employee, whether Executive Board member or Steward, shall be granted release time per meeting. Nothing in this section shall restrict release time pursuant to any other part of this Agreement. Meetings, for the purpose of this section, shall be limited to:
 - a. LACCD Joint Labor Management Benefits Committee
 - b. LACCD Personnel Commission
 - c. LACCD Board of Trustees
 - d. College Council
 - e. College Budget & Finance Committee
 - f. College Safety Committee
 - g. College Environment or Work Environment Committee
 - h. Other ad hoc District-wide committees that directly affect Union members, and in which other classified unions routinely participate.

- M. The District shall grant a maximum of .6 FTE (1248 hours) of release time with pay annually to the Union to be allotted by the Union among its officers and shop stewards. Such time is granted by the District for the purpose of facilitating the union's processing of grievances and the implementation of this Agreement.

The release time shall be taken on a fixed schedule, which may vary upon advance notification, whenever possible, to the employee's Supervisor or designee. The release time shall be considered "on duty" time for the reporting of absences. Written notice requesting the release time and indicating the name(s) of employees, location and amount of release time allocated for each employee shall be provided to the District by the Union at least three (3) weeks before the effective date. As necessary, the union may reassign release time. The Union must inform the District, in writing of such release time.

N. In the event that the federal government terminates a protected status, an immigration program, or takes any other federal government action that terminates the work authorization of employees represented by the Union, LACCD shall provide the Union and affected employees with written notification of the termination of employment and reasons for termination. If an employee loses work authorization based on the federal government's termination of a protected status, or an immigration program, or any other federal government action that terminates the work authorization of an employee, LACCD agrees to rehire the employee within thirty nine (39) months of the date of termination, without loss of seniority, if the employee is able to correct the work authorization issue. LACCD agrees to pay a severance to any employee that is terminated and unable to correct the work authorization issue after the termination of a protected status, immigration program or other federal government action. The severance amount payable to said employee shall be the equivalent of two (2) months pay at the employee's regular rate of pay.

ARTICLE 7 ORGANIZATIONAL SECURITY

- A. The District shall deduct and make appropriate remittance to Local 99 all dues and/or service fees as regulated by the dues structure of Local 99, within thirty (30) days of the deduction, in accordance with the following:
1. The District shall deduct Union dues for those unit members who have the appropriate Union dues deduction card on file with the Disbursements Branch of the Business Services Division.
 2. The District shall deduct amounts equivalent to Union dues for all members of the unit who do not have a Union dues deduction card on file with the Disbursements Branch of the Business Services Division.
 3. Unit members, who object, on religious grounds, to paying Union dues or agency fees, shall apply to Local 99 for exemption to 7.A.1. or 7.A.2. above. If the exemption is agreed upon by Local 99, 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. Employees, having regular status in the District in a classification not represented by the Maintenance and Operations Unit, who are assigned on a provisional basis in lieu of an eligibility list or on a substitute basis to a classification represented by the Maintenance and Operations Unit, shall be represented by the Maintenance and Operations Unit for the duration of that assignment. Such employees shall be responsible for paying Union dues or service fees to the Maintenance and Operations Unit for the period of time they are assigned. Management and confidential employees with additional assignments covered by this Agreement shall not be required to pay Union dues or agency fees.

5. District shall not be liable to Local 99 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 employees. Local 99 agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article, or, in reliance of any list, notice certification or authorization furnished under this Article. Local 99, in addition, agrees it should refund to the District any sums paid to it in error.

The Los Angeles Community College District agrees to deduct and transmit to SEIUCOPE (Committee on Political Education) Local 99, a given amount per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Local 99. These transmittals shall occur for each payroll period and shall be accompanied by an electronic list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

6. The Los Angeles Community College District agrees to provide a monthly electronic list of the employees who work within the bargaining unit that SEIU Local 99 represents. This list should include employee number, name, home address, home phone number, worksite, job classification, hours worked per day, dues deducted and COPE contribution.
- B. After the close of each pay period, the District shall provide the Union with a listing of all newly hired unit members, to include the employee's name, employee number, work location, classification, date of hire, home address and telephone number, and the dues deduction status and a similar listing for all existing unit members which, in addition to the above information, shall contain the type of deduction being taken from each employee in connection with this Article.

ARTICLE 8 HOURS AND OVERTIME

A. Workweek and Workday

1. The normal workweek shall consist of not more than five (5) consecutive days and not more than forty (40) hours per week, Sunday through Saturday. The regular workday shall consist of not more than eight (8) hours per day. Nothing in this Article shall be deemed to restrict the extension of the regular 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 an alternative workweek in accordance to the law. If the District establishes a ten (10) hour per day forty (40) hour per week schedule for any Maintenance and Operations Unit employee, on weeks when holidays occur, such employees' schedules shall revert back to a five (5) day, eight (8) hour per day week. When an employee works an alternative workweek and is out on bereavement, they shall be compensated for a

complete work day/shift. The implementation of an alternative workweek schedule, however, will not occur without prior consultation with the Union. For the purposes of computing hours worked, time during which an employee is excused from work because of holiday, vacation, paid leaves, paid absences, or release time shall be considered as time worked by the employee.

3. Employees' daily hours of work and shift shall be established at the discretion of the District to meet the operational needs of the District. Elimination of an entire shift at any one (1) of the District's locations will not be made without prior consultation with the Union and negotiation over the impact of such change on the affected employees.
4. 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.
5. Work Distribution: Duties assigned to each Unit employee shall be assigned by management in a fair and impartial manner in accordance with the duties found in class specifications approved by the Personnel Commission and the Board of Trustees.

During the year following the execution of the 2011-2014 Agreement, on a pilot basis of not less than one and one half (1½) years in length, at one (1) college to be selected by the District, the District shall assess all Maintenance and Operations Unit work assignments in the Custodial area using the above criteria, a standardized custodial manning formula, or time and motion study, and shall develop written work assignments for custodial employees based on that formula.

- a) The assessment and the development of the formula shall be done prior to the start of the pilot period by a committee composed of equal numbers of District and Union representatives.
- b) The committee shall convene within sixty (60) days from the date this Agreement is executed and shall complete its work within six (6) months. By mutual agreement of the parties, these time limits may be altered. The committee shall reconvene at the end of the pilot period to assess the effectiveness of the scheduling standards.

All assignments shall reflect the amount of work an employee can reasonably be expected to perform during one shift. Upon the request of the Union, the District shall assess the reasonableness of an assignment. If work which cannot be reasonably and equitably performed in a normal workday or workweek is assigned to Maintenance and Operations Unit employees, it shall be compensated as overtime pursuant to Article 8.B. and 8.D., or as additional hours, in accordance with Article 8.F.1.

6. A permanent change in an employee's daily hours of work, workweek, work shift, duties, and/or responsibilities is defined as a change which will exceed twenty (20) working days. However, a temporary change that exceeds twenty (20) working days up to sixty (60) days will be allowed for summer and winter sessions only.

When a reasonable business necessity of the District necessitates a permanent or temporary change in daily hours of work, the work week, or the work shift, and that change does not affect an entire shift, the District shall first call for volunteers at the location where the change is to take place who wish to make the change. If no volunteers are available, the employee(s) in the required classification(s), at the location where the change is to take place, with the least seniority in the required classification(s), may be changed with at least three (3) weeks prior written notice. The Union shall have the right to consult with the District on the effects of the change.

A permanent or temporary involuntary change in work schedule shall not occur more than two (2) times in one (1) year from the last shift change.

7. Employees covered by this Agreement who work at a campus which decides to conduct classes on Saturday and/or Sunday shall not be required to change their work week to accommodate this class schedule without their written consent. No employee shall be required to perform services on Saturday or Sunday if the employee objects in writing that the assignment would conflict with their religious beliefs or practices. Enactment of this section shall not cause any change or disruption of existing work schedules that may already include Saturday or Sunday assignments as regular workdays.
8. Employment of either full-time or part-time students in any college work-study program, of GAIN work experience/education program participants, or of welfare recipients in a welfare-to-work program, shall not result in the displacement of classified employees covered by this Agreement.

B. Overtime

Overtime shall be compensated as either cash payment or compensatory time off at a rate equal to time and one-half (1½) times the regular rate of pay of the employee who worked overtime. The employee shall have the option of cash payment or compensatory time off for overtime worked if cash payment is available. If cash payment is not available, the employee shall have the option to decline the overtime assignment and retain their place on the "Accumulative Overtime Log (AOTL)". Accumulation of compensatory time off shall be limited to 240 hours; if an employee's balance equals or exceeds this amount, overtime must be in the form of cash payment. Compensatory time off remaining on the books at the end of the fiscal year shall be compensated by cash payment, no later than July 31st of the next fiscal year provided the employee has submitted all proper documents by July 1st. Notwithstanding the foregoing, an employee may carryover any portion of their compensatory time off into the next fiscal year through July 31st, upon mutual agreement between the employee and their supervisor. Compensatory time off shall be taken at a time convenient to the employee provided that it is scheduled in advance and would not unduly interfere with the operation of the unit. Nothing in this Article shall be construed to limit the District from requiring employees to take compensatory time off any time during the assignment period. Each unit employee shall be provided with their compensatory time balance upon written request of the employee.

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 (1) day or hours worked in excess of forty (40) hours in a calendar week.

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 (1½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.

Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, they shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1½) times the regular rate of pay for actual hours worked.

C. Distribution of Overtime

1. Overtime will be distributed equally to all qualified employees at a given location. Each department or operational unit will maintain a list of such employees-who have requested to be on the "Accumulative Overtime Log (AOTL) ". The order of placement on the list shall be based on seniority.
2. If overtime requires a special skill or knowledge as determined by the Supervisor, it shall be assigned to the employee with that special skill or knowledge who first appears on the Accumulative Overtime Log (AOTL). Whenever overtime requires a special skill or knowledge, the supervisor shall provide a description of the assignment, and the special skill or knowledge needed, in writing, upon request. Employees with excessive tardiness or absence may, at the District's discretion, be denied overtime. An employee who is denied overtime on the basis of excessive tardiness or absence may appeal this decision for further consideration to their site administrator or designee with five (5) days' notice in writing, and may be represented by the Union, if they so desires, in such appeal.
3. A record of overtime worked shall be maintained by the Department Head or designee. These logs, called the "Accumulative Overtime Log (AOTL)," (Appendix G) shall be the

primary basis for the resolution of disputes over the assignment of overtime in accordance with this Article. The log shall be maintained as follows:

- a. Overtime logs shall be maintained on a pay period basis.
 - b. As overtime assignments are completed, the number of hours, date, and event worked shall be entered next to the employee's name. The number of overtime hours worked shall be totaled for each employee for each pay period.
 - c. Overtime logs shall be maintained up-to-date, and shall be posted for inspection by unit employees at all times.
 - d. Overtime logs shall be made available to SEIU Local 99 Stewards upon request.
4. Management shall attempt to contact the employee for overtime. The employee will indicate preferred method of contact. Employees who work an overtime assignment or are offered an overtime assignment from the Accumulative Overtime Log (AOTL) and do not accept it, shall be placed at the bottom of the list for reassignment. Notwithstanding the foregoing, employees who are offered an overtime assignment to cover for an employee who had previously accepted said assignment may refuse the overtime without losing their place on the "Accumulative Overtime Log (AOTL)". The (AOTL) shall include the preferred method of contact for each employee. Employees who are next on the eligibility list and work a regular schedule during the time the overtime becomes available, shall continuously be next on the list until the overtime is offered to them outside of their regular schedule.

If a college has a need to reach out to another campus to recruit workers for overtime, that college must: (a) utilize its AOTL before reaching out to another campus; and (b) utilize the other campus's AOTL to recruit the workers for overtime. Working overtime at a different campus shall not preclude an employee from being eligible for overtime at their home campus.

5. Nothing in this section shall be deemed to bar the District from requiring the employee to work overtime in cases of emergency as determined by the District.
6. The District and the Union will comply with the Fair Labor Standards Act (FLSA).
7. Overtime opportunities shall be offered to employees as soon as possible when the need for overtime is reasonably foreseeable by management, no less than two (2) working days notice in advance of the assignment shall be given to the relevant employee seniority list. Eligible employees must commit to the overtime within twenty-four (24) hours of being notified or forfeit the assignment. Employees who take illness leave during the notice period after committing to an overtime assignment in the same week pursuant to this section shall forfeit the overtime assignment.

8. Overtime worked shall be paid in the next pay period after it is worked but within 45 calendar days from when the employee provides notification containing the overtime hours.
9. In the event that it is mutually determined, through informal discussions outside of the grievance process, that an employee was skipped and loses their opportunity to work overtime in rotation, compensatory time or cash payment equivalent to the overtime lost shall be provided to the employee. Once a resolution is reached and payment for said error is made, the error shall not be subject to the grievance process.

D. Call Back

Full-time employees who are called back to work, after leaving the work site, outside their regular work hours shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate.

E. Lunch Break and Rest Period

1. Lunch Break: All employees covered by the Agreement who work for more than four (4) hours a day shall be provided an uninterrupted daily unpaid thirty (30) minute or one (1) hour lunch break to be scheduled at approximately the halfway point of their work schedule whenever feasible. At the convenience of the employee and with the concurrence of the Supervisor, the unpaid lunch break may be extended for a period of no longer than one (1) hour as determined by the District. Once an employee has selected a lunch break period as described above, they shall continue with this lunch break period for the fiscal year.
2. 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.
3. Rest Period: All employees who work four (4) hours or more but less than seven (7) hours 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. Management shall allow additional recovery time as reasonable depending on tasks being performed and the work environment, e.g. unusually high heat, etc.

F. Additional Hours

Whenever additional hours of work are available at a worksite and no new positions are created, the additional hours shall be distributed equally as overtime, as defined in Article 8.B., (in minimum half hour increments) insofar as practical, based on the individual assignment and department job function to the permanent full-time and part-time employee at the site, provided, however, that such increase in hours does not require making a part-time employee full-time or a non-benefited employee benefited. Employees

with excessive tardiness or absence may at the District's discretion be denied such additional hours. Employees denied additional hours because of excessive tardiness or absence may appeal this decision to their site administrator and may be represented by the Union if they so desires.

G. Semi-Monthly Pay

The District shall continue to issue salary warrants on a semi-monthly basis for all regular employees assigned to classifications covered by this Agreement. However, an employee whose wages are attached by garnishment or tax levy, shall be paid on a pay period basis.

H. Limited Term Assignments

1. Substitute, relief, special limited term, emergency, and provisional appointees assigned to classifications covered by this Agreement shall be requested, authorized and filled in accordance with Personnel Commission Rule 671 and all related provisions of the California Education Code.
2. This section shall not be grievable under the terms of Article 20, Grievance Procedure.

ARTICLE 9 LEAVES AND ABSENCES

SECTION 1 GENERAL PROVISION

- A. Leave and Absence Defined: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. A leave is an authorized absence from active service granted to probationary or permanent employees for a specified purpose and period of time, with the right to return to active service, unless the employee's service would otherwise have been terminated. Leaves are either "permissive" or "mandatory". As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.
- B. 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 they do not have the least seniority in that class.
- C. Restrictions: An unpaid leave or absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9 of this Article. A continuous period of absence or leave shall not exceed one (1) year without a return to active duty, except provided in Section 11, Miscellaneous Leave; Section 7, Industrial

Accident Leave; Section 12, Peace Corps, Red Cross, or Merchant Marine Leave; Section 10, Military Leave, and Section 6, Illness Leave, of this Article. Notwithstanding provisions to the contrary cited below, the length of any leave described herein shall not exceed the length of time an employee has been in regular, active, consecutive service with the District, with the exception of Military Leave.

- D. Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article or if not indicated at least ten (10) working days in advance of the commencing of the leave. Exceptions may be made at the sole discretion of the District. Applications for leaves of absence for a period of more than twenty (20) consecutive working days shall be made on a prescribed District form and shall indicate the beginning and the ending dates of the requested leave and the reasons for the request.

Employees shall be provided written notification that their formal or informal illness leave requests have been approved or denied within twenty (20) working days from the date that the written request was made by the employee. A denial of the request shall include the reason(s) for the denial. If a written denial of the request is not received by the employee within the specified twenty (20) working day period, the request shall be deemed to have been approved. Denial of such leave request shall be grievable under the terms of Article 20, Grievance Procedure.

E. Notification Requirements

1. 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 (½) hour of the first day of absence except in unusual circumstances. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written notification covering the period of absence to the appropriate Supervisor no later than the third (3rd) day of absence.
2. All employees returning to service must notify the appropriate Supervisor, administrator or designee at least one (1) working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.

- F. 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.

- G. 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 their 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.

H. Leave of absence may be revoked by the District when the good of the service may require it or when the need for the leave no longer exists. The District shall provide the employee of written notice of revocation of the leave and shall cite the reasons(s) for such revocation.

I. Health Examination

1. 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 their own attending physician. Said verification and clearance must be submitted to their 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 at any time the District deems necessary.
2. An employee shall be required to report for a health examination to the District's employee health service when, in the judgment of their 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 their duties, the employee may be required to take sufficient leave to rehabilitate themselves. Written notice of non-approval and the reason therefore shall be provided to the employee together with information concerning the employee's right to appeal to the Office of Employee and Labor Relations for an Administrative Review.

J. AWOL (3-Day) Letter

1. When an employee has been absent for three (3) consecutive work days, and no leave has been granted to cover the employee's absence, the employee's Supervisor shall initiate a request that an AWOL (3-Day) letter be sent to the employee. The initial request for the letter shall be made in writing to the Office of Employee and Labor Relations in the Human Resources Division. The request shall indicate the first day of absence, and shall list any attempts that have been made to contact the employee.
2. The AWOL (3-Day) letter shall be sent by certified with a return receipt requested and regular U.S. mail, and shall direct the employee to contact their immediate Supervisor immediately, and shall provide the employee with the following three (3) options:
 - a. return to work; or
 - b. file an appropriate leave request (illness, vacation, bereavement, etc.); or
 - c. resignation.
3. If the employee fails to comply with the instructions in the letter, a final attempt shall be made by the Office of Employee and Labor Relations in the Division of Human Resources to contact the employee by telephone. If such contact cannot be made, or if it is made,

and the employee does not follow through appropriately, the employee shall be terminated, with the cause of Abandonment of Position cited as the reason.

SECTION 2 ANNUAL PHYSICAL LEAVE

- A. Division heads, college presidents, or their designated representative shall grant employees, upon written request, permission to be absent without loss of salary for not more than a total of one (1) full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided that the results of such examination are submitted to the employee's Supervisor.

SECTION 3 ASSAULT AND BATTERY LEAVE

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

SECTION 4 BEREAVEMENT LEAVE

- A. Employees shall be entitled to fully paid Bereavement Leave of three (3) days, or five (5) days if out-of-state travel or more than 200 miles of travel one way is required, on account of death in the immediate family. Immediate family is defined as husband, wife, registered domestic partner, mother, father, sister, brother, son, daughter, aunt, uncle, cousin,

mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee or any person closely related by blood or marriage, who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received. Up to seven days in total per year shall be granted for all occurrences related to close friend(s). The time taken on this leave shall not be deducted from any leave balance (e.g. vacation or illness time); however, additional time may be taken in accordance with the provisions of Section 13, Personal Necessity Leave, of this Article.

- B. Bereavement Leave is also granted upon:
 - a. Official Notice in time of war that a member of the immediate family is “missing in action,” or
 - b. Official Notice that a deceased member of the immediate family is being returned by the armed forces for internment in this country.
- C. The employee shall, upon request, furnish evidence to their immediate supervisor that leave taken in accordance with the provisions of this Section was in connection with bereavement or other eligible circumstances.
- D. In order to receive payment for Bereavement Leave, the employee shall, upon request, provide documented verification of death. The District has the right to investigate where there is doubt as to the relationship.
- E. 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.
- F. A permanent employee may interrupt or terminate a vacation period in order to take Bereavement Leave.
- G. The employee shall, to the extent practicable, give their immediate Supervisor prior notices of their intent to take Bereavement Leave.

SECTION 5 COURT SUBPOENA ABSENCES

- A. An employee covered by this Agreement, other than a litigant in the case, who is necessarily absent because of their appearance in response to a subpoena, shall have no deductions made from their salary because of such absence. Witness fees shall be collected by the employee and remitted to the District.
- B. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena absence occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to

report for work during the balance of their assigned workday or week, when their presence is not required pursuant to said subpoena.

SECTION 6 ILLNESS LEAVE

- A. Illness is defined as any pronounced deviation from a normal health state which makes it disadvantageous to the District and/or detrimental to the employee for them to be at work. This definition shall include emergency medical, dental, optical, and prosthetic work.
- B. A new employee must render service before being entitled to illness leave.
- C. An employee who is absent from duty because of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions:
 - 1. Each employee who receives an initial regular appointment will be credited as of the date of their appointment with twelve (12) working days of full-pay illness leave and eighty-eight (88) days of half-pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and ninety (90) half-pay days of illness leave for all employees assigned other than a twelve (12) month position.
 - a. An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) days of full-pay illness leave until the first day of the pay period after completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.
 - b. Thereafter, they will be credited annually with twelve (12) working days of full-pay illness leave if they are 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-pay illness leave, if they are assigned to other than a twelve (12) month position, as of the first day of the pay period in which July 1 falls.
 - c. There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.
 - 2. No half-pay illness leave shall be allowed until after all full-time illness leave is exhausted.
 - 3. The number of working days of half-pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and one hundred (100) days, provided that the accumulated working days of full-pay illness leave are less than one hundred (100) days.
 - 4. 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 their basic

daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits. It is understood that the administration will increase temporarily the basic daily assignment in accordance with any authorization to work additional hours which exceeds one (1) full pay period.

5. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.
6. 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 7, 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 7, Industrial Accident Leave.
7. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.
8. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is assigned during the summer as a relief, substitute, or provisional employee, the employee shall be allowed to take illness leave with pay during such summer assignment(s) in accordance with the limitations set forth in the previous paragraphs of this Article.

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

- D. An employee who is absent because 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 because of illness or injury.

Such official may take steps necessary to verify the validity of the illness leave. Upon obtaining such verification, they shall complete the required certification.

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

In any case, when an employee is incapacitated and unable to sign the prescribed form, the

Division of Human Resources may approve an Illness Leave without the employee's signature.

- E. In order to receive compensation while absent on illness leave, the employee must notify their immediate Supervisor or designee specified by that Supervisor, of their absence not later than the first half (½) hour of each day's absence, if possible. Further, the employee must submit the appropriate illness leave form(s) and physician's certification, if required, upon return to service.

When an employee intends to be or is absent because of illness or injury for more than twenty (20) consecutive days, a formal leave of absence, subject to the approval of the Division of Human Resources, is required. Application for such Leave of Absence shall be sent by the employee's college or division to the 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.

- F. If an employee has been absent on illness leave, they shall notify the Supervisor at least one (1) day in advance of the 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 Article 9, Section 1.I., Health Examinations.
- G. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.
- H. 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 form that they were not gainfully employed during the period of illness or injury absence.

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

- I. Fractions of hours shall not be reported for the purpose of this Article.
- J. When a permanent employee has exhausted their full-pay illness credit, and is on an approved formal Illness Leave of Absence of more than twenty (20) consecutive days, they shall, at their request, be allowed vacation pay in lieu of half-pay illness. In order to effect such a change, the employee shall notify their time reporting office of the dates to be paid

as vacation. The beginning date shall not be earlier than the date of which the request is made, and the number of days to be paid as vacation shall not exceed the employee's vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for illness leave.

- K. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves may, upon the recommendation of the Division of Human Resources and the employee's division head or college president, be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six (6) month periods. The total of all paid and unpaid leave allowed starting with the initial six (6) month leave period shall not exceed eighteen (18) months.
 - 1. Unless notified to the contrary within thirty (30) days, the employee may properly assume the leave has been granted.
 - 2. Denial of the requested leave for medical reasons may be a basis for appeal for an Administrative Review by the Office of Employee and Labor Relations.
- L. Upon return to service from such leave, an employee shall be restored to a position in their former class and, if possible, to their former position in the class. If no vacancy exists in their former class, they shall have the right to return to a regular position in that class provided that they do 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 they had attained regular status.
- M. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of the position shall be placed on a reemployment list for a period of thirty-nine (39) months as if they 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.

SECTION 7 INDUSTRIAL ACCIDENT LEAVE

A. General Provisions

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of this Agreement.

B. Paid Industrial Accident Leave

- 1. A permanent employee who is absent from duty because of an illness or injury defined as an industrial illness under provisions of Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from workers' compensation.

2. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. Such paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year.
 - a. 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.
 - b. Allowable leave shall not be accumulative from year to year.
3. 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 worker's 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.

C. Illness Leave for Industrial Accident Purposes

1. 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 they are eligible therefore.
2. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employees' assignment when added to compensation without penalties from the workers' compensation fund. Accumulated half-pay illness leave shall be reduced by no more than eight (8) hours for any one (1) day or no more than the employee's basic daily assignment.

D. 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.

E. Industrial Accident Leave Without Pay

After the exhaustion of all accumulated paid leave privileges, an employee shall be eligible to be placed on an industrial accident leave without pay, provided the employee submits satisfactory medical verification for such request. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one (1) industrial accident or industrial illness.

F. Return to Service

1. From Paid and/or Unpaid Leave

- a. Upon return to service within ninety (90) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be returned to the same position from which they were assigned. If no vacancy exists in their class, they 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.
- b. Upon return to service after ninety (90) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness an employee shall be assigned to a position in their former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in their former class, they 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.
- c. 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.

2. 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.

G. Reemployment List

1. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be placed on the reemployment list for the class from which they were on leave for a period not to exceed thirty-nine (39) months.
2. 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 the former status and time basis, and in assignment areas in which the employee has made themselves available.

H. Compensation

1. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Los Angeles Community College

District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under workers' compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in the basic daily assignment.

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

SECTION 8 JURY DUTY LEAVE

A. Responsibility of the District

Employees shall be granted a jury leave of absence with pay when necessarily absent from work because of a call for jury duty. 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.

B. Responsibility of the Employee

An employee receiving a call for jury duty shall:

1. Notify the immediate Supervisor as soon as possible after the receipt of a letter directing them to appear for qualification for jury service and/or a jury summons.
2. 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.
3. Fill out all forms related to jury leave of absence prescribed by the District.
4. 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.
5. Collect all jury fees and remit them to the Disbursements Branch of the Los Angeles Community College District, except as follows:
 - a. Any mileage fee may be retained by the employee.

- b. Jury fees earned on days for which the District does not pay the employee.
 - c. When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to the daily gross earnings.
6. Subject to the possibility of making reasonable travel arrangements, the employee must be available to the District for work during the balance of the normal working day or week when their 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 being available between the hours of 8:00 a.m. and 5:00 p.m.

C. Pay Provisions

1. Except as provided below, the number of hours, the time of day, or the days of the week during which an employee is required to be absent for jury duty shall not be the basis for any overtime or shift differential payment by the District. In addition, pay under this rule shall not exceed two (2) weeks service during any two (2) consecutive fiscal years. The remainder of jury service shall be unpaid; however, the Chancellor or the appropriate college president shall have the authority to approve payment for state or federal jury service beyond the two (2) weeks provided herein. Additionally, pay is limited to those days and hours for which the employee would otherwise have received pay for the assignment if not excused for jury duty. When an employee becomes available to the District for work as set forth in Paragraph B.6. 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 they were absent from work or jury leave of absence, they shall be paid for overtime if eligible under other sections of this Agreement.
2. No employee regularly assigned to a position entitled to a shift differential, shall lose such differential for the time spent on jury duty leave.

SECTION 9 MATERNITY LEAVE

- A. An unpaid Maternity Leave shall be granted to pregnant 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 Article 9, Section 18, Family and Medical Leave, shall be applied concurrently.
- B. For the period of time during which the employee is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, the employee shall be permitted to utilize illness absence pursuant to Section 6 of this Article.

- C. 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.
- D. Employees returning from a leave of absence may be required to report to the District's Employee Health Services for a health examination.
- E. 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 C of this Section.
- F. 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, provided that the employee does not have the least seniority in that class.

SECTION 10 MILITARY LEAVE

- A. An appropriate military leave shall be granted to an employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this Section. As used in this rule, "Military Leave" means either a Temporary Military Leave or a Military Leave Other Than Temporary or both.
 - 1. 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.
 - 2. 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.
 - 3. A permanent employee may be granted a non-paid leave of absence not to exceed one (1) year to accompany a spouse who had entered into military duty.

4. Qualifying Exigency, FMLA: Up to a total of twelve (12) weeks of unpaid family leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on active military duty or has been notified of an impending call or order to active duty in support of a contingency operation. Qualifying exigency leave is available to family members of a military member of the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces. The leave shall be taken in accordance with the provisions of the Military and Veterans Code.
5. Military Caregiver, FMLA: Up to 26 weeks of unpaid family leave may be taken to care for a spouse, son, daughter, parent, or next of kin service member of the United States Armed Forces, National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retire list for a serious illness or injury in accordance with the provisions of the Military and Veterans Code.

B. Vacation and Illness Privileges

1. Vacation Privileges: Except as herein provided, no vacation privileges shall accrue during military leave. Vacation privileges already earned but not taken may be granted either prior to or after return from Military Leave in accordance with the vacation policy in effect at the time the vacation leave is taken. However, earned vacation shall be granted at the employee's request either prior to or after return from Military Leave Other Than Temporary. Vacation privileges as defined in Article 13 of the Agreement; accrue to an employee while on Temporary Military Leave.
2. Illness Privileges: Illness privileges shall accrue to an employee while on Military Leave but no illness leave shall be allowed during Military Leave.

C. Return to Position

1. An employee absent from the service of the District because of a Military Leave shall continue to accrue seniority credit during such absence. An employee returning from Military Leave shall, upon application made within one (1) year after cessation of war emergency or within six (6) months of prior completion of active military duty service, be returned to a position in their classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to their position is granted provided that they return within twelve (12) months after the first date upon which the employee could terminate or could cause to have terminated their active service. The employee shall be entitled to a position in their 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 their former class has ceased to exist during their absence, the employee shall be returned to a vacant position in a comparable class for which qualified, and 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 the application.

D. Compensation for First Calendar Month of Military Leave

Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid their salary or compensation as an employee of the District for the first calendar month of the military service while on a Military Leave exclusive of time not covered by the assignment basis code, providing the following conditions are met:

The employee is on Military Leave after October 1, 1949, as a member of the National Guard or Naval Militia, or a member of a reserve component of the Armed Forces of the United States; or the employee is on Military Leave after July 16, 1951, as a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the Armed Forces of the United States.

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 with Section 146 of the Military and Veterans Code.

No more than the pay for a period of one (1) calendar month shall be allowed for any military Leave or Military Leave involving continuous military service or during any one (1) fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first calendar month of Military Leave after the applicable dates indicated in Paragraph F.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.

E. Under no conditions shall the rights, privileges, and benefits under this Article exceed those permitted by the Military and Veterans Code.

F. Eligibility to Take Examinations

An employee shall be eligible to take examinations for which otherwise qualified during the time of military service. An employee on a Military Leave whose name appears on an eligibility list shall be certified for assignment to a position in the class during the life of any such list when and if their name is reached. In the event the employee accepts the appointment, they shall be granted the same type of Military Leave from the new position.

G. Placement on an Eligible List

An employee returning from a Military Leave, in accordance with Article 9, Section 10.C., shall be eligible to take a supplementary examination for any class for which they were unable to take by reason of the 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 they were examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

SECTION 11 MISCELLANEOUS LEAVES

- A. Permanent employees covered by this Agreement shall be granted at their request a non-paid leave of absence for care of their own child not to exceed one (1) year. Such leave shall be granted for not less than two (2) months.

An employee, while on such leave, shall not be allowed to enter into new gainful employment.

The District and the Union shall form a committee to study the feasibility of providing on site childcare for Maintenance and Operations Unit employees.

If an employee is eligible, the medical benefits described in Section 18, Family and Medical Leave, shall be applied concurrently.

- B. A permanent employee may be granted a non-paid leave of absence to serve in an elected or appointed position of any governmental agency or organization supported by governmental funds.
- C. Rest leave is an unpaid leave and shall be granted for one (1) year or less but may be extended for a total of two (2) years to a permanent employee who, in the written opinion of a physician or other licensed practitioner, is not ill enough to qualify for Illness Leave but does need a rest. Rest Leave may not be taken in conjunction with other leaves.
- D. A permanent employee covered by this Agreement shall be granted at their request, and upon submission of the required documentation, a non-paid leave of absence for the purpose of caring for members of the immediate family (immediate family as defined in Section 4, Bereavement Leave of this Agreement) for a period of not less than two (2) months and not more than one (1) year. Documentation must be in the form of a certificate from a licensed physician or practitioner, and must specify that care for the family member is required on a full-time basis.

An employee on approved Family Illness Leave shall not be allowed to enter into new gainful employment while on such leave.

If the condition of the family member changes at any time during the leave, including the first two (2) months, so that there is no longer a reason for the leave, Article 9, Section 1.F. of the Agreement shall apply.

If an employee is eligible, the medical benefits described in Article 9, Section 18, Family and Medical Leave, shall be applied concurrently.

- E. Other types of leaves not indicated in this Agreement may be granted.

SECTION 12 PEACE CORPS, RED CROSS OR MERCHANT MARINE LEAVE

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

SECTION 13 PERSONAL NECESSITY LEAVE

- A. A classified employee may, at their election, and upon notice to the immediate Supervisor, at the earliest practical opportunity, use not more than eight (8) days of accumulated illness leave in a school year for personal necessity leave.
- B. The leave benefits provided by this Article may be used only for the following personal necessities:
 - 1. The death of a member of the employee's immediate family when necessary leave beyond that provided by the Agreement for bereavement is required. Immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee, friend living in the same domicile, any other person closely related by blood or marriage who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received.

2. An accident involving the employee's person not otherwise chargeable to illness leave, or industrial accident and industrial illness leave.
 3. 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:
 - a. Serious in nature;
 - b. Involve circumstances the employee cannot reasonably be expected to disregard;
 - c. Require the attention of the employee during their assigned hours of service.
 4. 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:
 - a. Presents a certification from the clerk of the court or other authorized officer indicating each date of necessary attendance.
 - b. Remits any witness fee collected to the Disbursement Branch of the Los Angeles Community College District.
 - c. Makes themselves available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when their appearance in court or before an administrative tribunal is not necessary.
 5. The birth of a child making it necessary for an employee who is the father of the child to be absent from their position during their assigned hours of service.
 6. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during the assigned hours of service.
 7. 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 the assigned hours of service.
- C. The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:
1. The total number of days allowed in one school year (July 1-June 30) for such leave or leaves shall not exceed eight (8) days.
 2. The days allowed shall be deducted from and may not exceed the number of days of illness leave to which the employee is entitled. However, for a "Qualifying Event" as described in Article 9.13.B.7 above, up to one (1) day of the allowed eight (8) days per

year shall be available to the employee for any reason, not chargeable against perfect attendance, if unused, such days shall not accumulate from year to year.

3. A permanent classified employee, may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave to begin personal necessity leave under the provisions of Paragraph B of this Section, provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, the probable duration of the requested leave and provides appropriate supporting documents for the request, if requested.
 4. 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 the division head, the administrator or Supervisor shall take whatever steps are necessary to satisfy that a personal necessity did exist within the limits of this Section.
- D. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified in writing the immediate Supervisor at least three (3) working days in advance of the beginning of the absence. If a request for personal business is submitted within the limitations described above, the request cannot be denied.

SECTION 14 RETRAINING AND STUDY LEAVE

- A. With the approval of the division head and the Human Resources Division, a permanent classified employee who is a member of Unit 2 may be granted a paid leave of absence not to exceed one (1) year for the purpose of study or retraining provided that:
1. The employee has rendered paid service to the District for not less than seventy-five percent (75%) of the regular assigned time in each of the seven (7) consecutive years prior to the granting of Study Leave. For purposes of this Article, Study Leave is defined as leave granted employees for the purposes of maintaining and improving skills used in service of the District, as defined in Paragraph A.2. below.
 2. The employee has rendered paid service to the District for not less than seventy-five percent (75%) of the regular assigned time in each of the three (3) consecutive years prior to the granting for Retraining Leave. For purposes of this Article, Retraining Leave is defined as leave granted employees for the purpose of acquiring new skills required as a result of changes in the District's organization and methods.
 3. The employee's program for study or training while on leave is job related (i.e., related to the duties described in the class description for the employee's classification).

- B. If a request for Study or Retraining Leave is denied by the college president or division head or the designee, or by the Human Resources Division, an employee may request in writing a review by the Classified Employee Study and Retraining Committee. Such request must be made within five (5) working days of receipt of the denial. Such request must be in writing and submitted to the Director of Employee and Labor Relations.

The Classified Employee Study and Retraining Committee shall consist of the Director of Employee and Labor Relations or their designee, a Dean or the designee selected by the Vice Chancellor of Human Resources (Chancellor or their designee), and one (1) classified employee who is a member of the unit selected by the Union. The Director of Employee and Labor Relations or the designee shall be a continuing member of the Committee and serve as Chairperson. The other members shall be appointed for a period of one (1) year.

The Committee shall establish criteria for its review which shall include but not be limited to the efficient operation of the District, the relation of the study or retraining to the employee's current position, the value of the study or retraining in providing improved service to the District, and the seniority of the employee with the District. The Committee may establish procedures and forms necessary for the review.

The Committee shall convene within ten (10) working days of receipt of the employee's request for review and shall render a recommendation to the college president or Human Resources Division within ten (10) working days of the conclusion of the review. Employees who are invited to attend a meeting of the Committee may be represented by a Union representative at such meetings. The decision of the college president or Vice Chancellor of Human Resources (Chancellor or their designee), after this review, shall be conclusive. The denial of a Retraining or Study Leave shall not be grievable through the grievance procedure.

- C. Compensation provided an employee on Study or Retraining Leave shall not be less than one-half (½) of the regular rate of pay. Compensation in excess of one-half (½) of the employee's regular rate shall be subject to the approval of the Chancellor or their designee. The compensation may be paid in two (2) equal semiannual installments as provided in Education Code Section 88224, or in the same manner as if the employee were working for the District, provided that the employee:
1. Furnishes the District with a suitable bond against loss in the event the employee fails to render at least two (2) years of service following return of absence, or
 2. Furnishes the District with such other assurances against loss as the Board of Trustees may elect to permit.
- D. The employee's division head may terminate the leave of an employee, on evidence of their failure to pursue or accomplish the purpose of such leave.

- E. Any Study or Retraining Leave of Absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing time for the granting of subsequent Study Leave.
- F. Upon completion of leave of absence, the employee will be assigned, unless they otherwise consent, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had they remained in active service.
- G. Employees who do not complete the approved leave objectives shall reimburse the District for compensation paid for the period following discontinuance of leave-study program, or failure to maintain adequate study standards.
- H. Employees may, while on leave of absence, provided that there is no conflict in hours continue existing in multiple assignments or previously held outside employment. Acceptance of new additional employment while on leave of absence which would interfere with the achievement of the objective for which leave was granted will constitute a basis for termination of the employee's leave of absence.

SECTION 15 UNION CONVENTION LEAVE

The District shall grant convention attendance leave with pay, but without expenses, for up to five (5) working days per year for a maximum of nine (9) employees for the purpose of attending a Union authorized convention, or other SEIU Local 99 activities such as Leadership Training, Union Campaigns, and Lobby Day provided that no more than one (1) employee is absent from any college for such purpose at one time.

SECTION 16 ORGANIZATION LEAVE

- A. The District shall grant an Organization Leave up to 1.0 FTE to enable a permanent employee, for one (1) year or less, to serve as an officer of SEIU; however, up to 2.0 FTE leaves may be granted to serve in SEIU, such leaves not to exceed eight (8) individual leaves per year. Organizational leaves must be scheduled one (1) month in advance.
- B. Salary shall be paid by the District for the period of service covered by the leave, in accordance with Education Code 88210. SEIU Local 99 shall reimburse the District for SEIU Local 99 approved leaves.
- C. Time spent on Organizational Leave for serving in SEIU counts as service for salary step advance, and for Retraining and Study Leave. If the organization leave is for any officer of SEIU, seniority and other benefits shall continue to accrue as stated in Section B above.

- D. Upon termination of service for the organization, the employee shall return to the same position and same location from which leave was taken.

SECTION 17 WORK-RELATED ABSENCES

Attendance at Hearings

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

Examinations and Other Employment Procedures

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

Epidemics and Emergencies

An employee shall be paid their regular salary for any period during which they are unable to work at the 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 the customary duties of their position. The college or division during this period shall endeavor to assign the employee to work elsewhere.

SECTION 18 CASUAL ABSENCES

Division heads, college presidents, 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) day when good reason for such absence exists, provided that this power shall not be construed to mean a right to reduce the established number of working hours per month of the employee; and provided further that in no case shall the work of the department be materially retarded by the granting of such absence.

SECTION 19 FAMILY AND MEDICAL LEAVE (MANDATORY)

- A. 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:

1. biological, adopted and foster children under eighteen (18) years,
2. anyone under eighteen (18) years who is treated as the employee's child,
3. disabled children of any age -- those who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living,
4. biological parents, and/or custodial parents and anybody who treated the employee as a son or daughter when the employee was under eighteen (18) years or disabled,
5. Common-law husbands and wives.

B. 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 1,250 consecutive hours of work during the previous twelve (12) months of employment, which does not have to be consecutive.

- C. Length of Leave: 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.

For a new child, family leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.

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

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

- D. 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.

- E. Effect on Benefits
 - 1. 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.
 - 2. No credit is allowed for any benefits for time spent on unpaid family illness leave.
 - 3. Time on leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half, according to the pay allowed, for retirement.

- F. Time on Family and Medical leave does count as service in meeting requirements of other types of leaves.

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

SECTION 20 CALIFORNIA FAMILY RIGHTS ACT LEAVE (MANDATORY)

- A. Definition: The California Family Rights Act (CFRA) provides most employees in California with the right to take up to 12 weeks of leave from work to care for themselves or their family members with a serious health condition or to bond with a new child. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (A) inpatient care in a hospital, hospice, or residential health care facility; or (B) continuing treatment or continuing supervision by a health care provider.

- B. FMLA and CFRA Interaction
 - 1. While both FMLA and CFRA apply to employees, note that the requirements for and application of leave differ in certain ways.
 - 2. When both FMLA and CFRA apply to the employee's leave, both FMLA and CFRA will run.

- C. Requirements
 - 1. To be eligible for CFRA leave, an employee must have more than 12 months of service at an employer of five or more full- or part-time employees, and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins.

2. An eligible employee may take job-protected leave to bond with a new child by birth, adoption, or foster care placement, within one year of the child's birth, adoption, or foster placement.
3. An eligible employee may take job-protected leave to care for a child, spouse, domestic partner, a child of a domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition. CFRA leave may also be taken for the employee's own serious health condition.
4. An eligible employee may take job-protected leave for a qualifying exigency related to the covered active duty or call to covered active duty of a spouse, domestic partner, child, or parent in the Armed Forces of the United States.

D. Length of Leave

1. Employees may take leave of up to 12 work weeks in a 12-month period, proportional to an employee's normal work schedule. The leave does not need to be taken in one continuous period of time.
2. Employers of five or more employees must provide job-protected leave or accommodations to employees disabled by pregnancy, childbirth, or a related medical condition.
3. Pregnancy disability leave (PDL) also is available while an employee is actually disabled, up to a total of four months. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition.
4. Employees are entitled to take PDL in addition to any leave entitlement under CFRA.

E. Compensation

1. an employee will be paid for any accrued paid time off they elect or are required to use. An employer may require an employee who is taking leave to care for a seriously ill family member, or to bond with a new child, to use accrued vacation time or other accumulated paid leave other than sick time, unless the employee is receiving Paid Family Leave.

F. Effects on Benefits

1. The employer must continue to make health benefits available during the leave.
2. The employee is entitled to continue accruing seniority and participate in other benefit plans.

G. Request Procedure

1. If the employee's need for CFRA leave is foreseeable, the employee must provide reasonable advance notice and, if due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the employer, subject to the approval of the health care provider of the individual requiring the treatment or supervision. If the employee's need for CFRA leave is not foreseeable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable or 15 days from the employer's request.
2. When this is not possible due to the unexpected nature of the qualifying event, notice should be given as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but an employer may not require disclosure of an underlying diagnosis. An employer must respond to a leave request as soon as possible and no later than 5 business days.
3. The employer may require written certification from the health-care provider of the individual with a serious health condition stating the reasons for the leave and the probable duration of the condition. However, the health-care provider may not disclose the underlying diagnosis without the consent of the patient.

ARTICLE 10 TRANSFER AND SHIFT CHANGE

Definition: A transfer is defined as the reassignment of an employee from one location to another location in the same classification.

Transfer Lists: In order to improve the opportunity for District employees in 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 two (2) years.

Voluntary Transfers: Transfers will be considered along with eligibles for the filling of vacancies.

Of the employees requesting transfer, the two (2) employees with the most seniority in the District, as determined by the length of service in regular employment with the District, shall be interviewed for any vacancy to which the employee has been certified from the transfer list.

Applications for voluntary transfers shall be submitted on a prescribed form provided by the District. Within twenty (20) days from its receipt, the employee shall be sent written notification from the Personnel Commission that the request has been received; giving the date it was received.

- A. Probationary Employees: Transfers of probationary employees will occur only in the best interest of the District or the employee.
- B. Involuntary Transfer Other Than Temporary: No employee will be subject to involuntary transfer, except in the best interest of the District or the employee. The employee so transferred shall be notified in writing no less than one (1) week prior to the transfer, of the reasons for the transfer, if said transfer is of a permanent nature. Further, reasons for any transfer, which is not voluntary, shall first be discussed with the employee by their immediate Supervisor, no less than one (1) week prior to the transfer. Involuntary transfer shall not be used as a form of discipline.
- C. A request for transfer involving the reassignment of an employee from one position to another position in a related class or the same salary schedule or in a position reclassified to another class on the same salary schedule shall be processed in accordance with District procedures.
- D. Shift Change: Any vacancy occurring in a new or existing position, which is assigned to a shift entitled to differential compensation, shall be filled by the most senior employee in the class, as determined by Education Code, who has requested such an assignment. If none of the employees in the class bid for such an assignment, then the position shall be filled from names certified from the current eligibility list. A-shift, or any morning shift under any other designation, to start no earlier than 4:30 am or later; "B" shift, or any afternoon or evening shift under any other designation, shall end no later than 1:00am.
- E. Multiple Worksites

When hiring a new employee to the bargaining unit, the new employee shall be advised that their assignment may (or will) include work at multiple worksites. When a unit member is required to start or end their work day at a worksite other than their normal worksite, written advance notice of the change shall be provided as follows depending on the length of the change (except in cases of emergency as determined by the District):

30+ days; 2 weeks notice

6-30 days; 1 week notice

1-5 days; 1 day notice.

Employees required to start their day at a site other than their normal site shall be allowed a fifteen (15) minute grace period for no more than five (5) days. Employee shall be allowed to make up the grace period only on the same day it was taken.

The District will explore the feasibility of implementing regional custodial crews that will include work at multiple worksites. If implemented, employees will report to a central location and will be dispatched daily to different location(s), as it may be required to meet the operational needs of the District.

- F. All permanent changes shall be accomplished in accordance with the provisions of Article 8, Section A.4. and A.7.

ARTICLE 11 SAFETY

- A. The District, Union, and employees agree to comply with all state and federal regulations, including the California Occupational Safety and Health Act, in regard to safe and healthful working conditions at the work site.
- B. The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate Supervisor. The District shall provide and make available appropriate safety equipment and gear. The District shall not require an employee to work in conditions, which can be shown to be unsafe, unhealthy, and/or hazardous. Management shall provide reasonable notice to affected unit members of such conditions.
- C. The Union will encourage employees to maintain safe working conditions and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.
- D. One (1) Union Steward may be granted released time to accompany a CAL-OSHA representative and management representative conducting an on-site, walk around safety inspection. The Union Steward shall be provided reasonable notice when OSHA conducts an inspection.
- E. No employee will be discriminated or retaliated against in any way for reporting any real or potentially unsafe condition.
- F. The District shall provide telephone answering machines for use in the offices to which B-shift and C-shift custodial employees report for the purpose of receiving emergency calls for B-shift and C-shift custodial employees.
- G. Monthly training shall be provided to Maintenance and Operations employees on topics including, but not limited to, the safe use of power hand tools, equipment, and hazardous chemicals, which such employees encounter on the job. In addition, all new employees shall receive safety training as necessary to perform the duties of their assignment. A tentative annual calendar of the safety meetings will be developed and issued in writing within the first two months of the fiscal year and made available to the stewards and the union. These safety meetings may be rescheduled based on the operational needs of the college. A monthly Safety Training Log Shall be maintained by the Department head or Designee which lists Safety Training topics and attendance.

A fund shall be established to provide supplies and equipment over and above that which is provided in the colleges' budgets. The District shall establish the amount of this fund and

shall determine the items for which funds from it shall be used. The District shall provide a quarterly fund report and accounting of fund disbursement to the Union upon request.

- H. The District and the Union shall form a joint labor management committee composed of Maintenance and Operations Unit employees, other collective bargaining unit employees, and Management employees to determine the status of safety issues, including but not limited to exterior lighting on campuses during the dark hours of the custodial B-shift and C-shift custodians during winter hours.

Recommendations of the committee, as they affect Maintenance and Operations Unit employees, shall be implemented during the calendar year of the determination.

The composition, meeting schedule and agenda of the committee shall be determined by the committee.

- I. The District shall provide completely stocked First Aid Kits for each department; departments shall be defined to mean the Cafeteria, Custodial Operations, Maintenance, and other major organizational areas. The District shall also provide a District-standard first aid kit in every custodial hopper room.
- J. Employees shall wear safety shoes or boots at all times on the job. The District shall reimburse each member, up to \$160 per year, for the cost of such footwear provided the employee presents a receipt(s) for the purchase(s) of the footwear. A safety shoe is defined as any closed-toe, non-slip shoe designated as a safety shoe by its manufacturer. In order to be reimbursed, the employee shall use the Shoe Allowance Reimbursement Form (Appendix I) and present it along with original receipt(s) to the immediate supervisor within (60) calendar days of such purchase. The employee shall be reimbursed within (60) calendar days of submitting the reimbursement request.

ARTICLE 12 PERFORMANCE EVALUATION PROCEDURE

A. Schedule

Employees shall be evaluated in accordance with the following schedule:

1. **Probationary employees** in a class will be evaluated during the third (3rd) and fifth (5th) months of their probationary period.
2. **Permanent employees** in a class will be evaluated by their anniversary date each year.
3. **Performance Evaluation for Classified Employees form** located in Appendix C 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.

4. The District may omit probationary performance evaluations for an employee who:
 - a. Has permanent status in the classified service,
 - b. Is occupying a position reclassified to another class,
 - c. Has occupied the same position prior to the reclassification action and, while occupying the position,
 - d. Has received a performance evaluation during the year preceding the effective date of the reclassification action.

B. Procedure

1. Evaluations shall be based on observations or knowledge, and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file, unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon them, and had such comments attached to the materials.
2. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. The Supervisor 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 work performance of a permanent employee shall be evaluated by each Supervisor under whom the employee has worked for ninety (90) working days during the performance evaluation period. The Supervisor can evaluate an employee only for the period of time they actually supervised an employee.
3. Steps to be followed and factors to be evaluated by Supervisors in completing the Performance Evaluation Form (Appendix C) are described on the reverse side of the form.
4. 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, and
 - e. Areas where work performance may be improved, if any.
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"

(Appendix D.), in addition to the District's Performance Evaluation Form (Appendix C) 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 with a copy of any written comments made by the reviewer.

7. The District will provide training to the Supervisors on how to conduct the evaluation process.

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. **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 their work is not considered unsatisfactory, but that additional effort on their part, along with more help on the part of their Supervisor, will probably be required to bring the employee's performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service (Appendix F).

D. Review Committee: Performance evaluation forms shall be reviewed upon request by the Union or the District and subsequently revised, as needed, by a joint Union Labor-Management Evaluation Procedure Committee which can include up to ten (10) representatives each of the Union and the District. The Union employees while serving on this committee will receive time off without loss of pay and benefits.

E. Appeal. Except as provided below, any and all matters related to performance evaluation shall not be subject to the grievance and arbitration provisions of Article 20.

1. Only if a permanent employee receives one or more checks in the "below work performance standards" column may they avail themselves of the grievance procedure. Such grievances shall only be processed up to and including Step Three of said procedure.
2. Notices of Unsatisfactory Service issued to permanent employees, who are not related to a recommendation for further disciplinary action, may be grieved in accordance with the provisions of the grievance procedure.

3. Claims that the evaluation procedures contained in this Article have not been followed are subject to the grievance and arbitration provisions contained in Article 20, Grievance Procedure, of this Agreement.

F. Personnel Files:

1. A personnel file will mean the personnel file compiled on an employee and maintained in the Division of Human Resources or at the work site. A Supervisor's personal notes shall not be considered a part of the personnel file.
2. 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 their personnel file. Adverse written material must be provided to employees in a timely manner. The parties acknowledge that timeliness is an essential aspect of progressive discipline and just cause.
3. 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.
4. 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.
5. Any adverse material, with the exception of records or 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.
6. 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, their absence for such purpose shall not their Supervisor.

G. Investigative or Corrective Interview:

1. Employees covered by this Agreement shall have the right, if requested, to the presence of a Union representative in any investigative interview with management, in which the employee reasonably believes that the investigation may result in disciplinary action against them. This does not limit management from acting on disciplinary matters in certain instances in a timely manner, if a Union representative is not immediately available.
2. Before taking disciplinary action, defined to mean a Notice of Unsatisfactory Service, or a suspension, demotion or dismissal, in most cases, Supervisors shall conduct at least one (1) corrective interview or discussion with an employee. Such an interview may not be feasible or warranted in cases where immediate suspension is necessary (cases

including, but not limited to, insubordination, acts of violence, intoxication by drugs or alcohol).

3. The corrective interview shall be used to accomplish the following objectives:
 - a) to define for the employee their work related problem, and to inform the employee of what is acceptable behavior and/or performance.
 - b) to develop with the employee a reasonable plan for improvement.
 - c) to set forth a reasonable deadline for an acceptable change in the employee's behavior and/or performance.
4. Corrective interviews shall be summarized in writing in the form of a counseling memorandum. Employees shall be required to sign such documents as an indication that they have been given (or offered) a copy of them.
5. Corrective or investigative interviews shall be conducted in private in a place where the discussion cannot be overheard by any other person. Supervisors and managers shall make every reasonable effort to avoid conversations in public with employees about unsatisfactory performance or other work related problems.
6. Any counseling memorandum for which there is no repetition of the concern, event, conduct or incident which gave rise to the counseling memorandum, except for those relating to serious misconduct such as theft, substance abuse, or violence, shall be void after two (2) years. Upon request of the employee, such counseling memorandum shall be removed from the employee's files.

H. Custodian Assignment Inspection Sheets: In instances where a check mark is made in the unsatisfactory column on a custodial assignment inspection sheet for a custodian assigned to a fixed assignment, whenever possible, the sheet should also indicate the approximate amount of time the custodian was reassigned to another assignment during the period indicated in the inspection sheet.

I. If a custodial employee must "double up" and work on assignments other than their own, any evaluation of their own assignment shall take into account that the employee had to "double up." If an employee has had to "double up" on an average of two (2) times or more per pay period over the period of a year, such will be noted in Section 7, Additional Factors, of the annual Performance Evaluation.

ARTICLE 13 VACATION

A. Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

Creditable Years of Paid Service Excluding Overtime	Vacation Accrual Factor Based on a 40-hour Workweek	Days of Vacation Based on a 12-Month Assignment
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 or more 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 or more but less than 20 years	.07693	20
20 years or more	.09232	24

Effective July 1, 2000, the maximum earning rate for vacation shall be 24 (twenty-four) days annually. Effective June 29, 2002, the maximum vacation balance which an employee may maintain without ceasing to earn additional vacation credit shall be 400 hours.

- B. For purposes of this Article, a year is defined as the 12-month period ending on June 30 each calendar year.
- C. In order to be credited with a year of service for the purpose of this Article, an employee must have been in regular status during the appropriate year, as defined above, for least 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 each fiscal year.
- 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 130 days of paid service in regular assignments, except for employees subject to the provisions of Paragraph 13.F. below. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of 130 days of paid service. Vacation taken as provided in Paragraph 13.F of this Article shall not be considered in conflict with this provision.

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

- F. Employees may be required to take vacation to the extent that it has been earned, on the days during the school year which are designated by the Board of Trustees as school holidays or at any time during the assignment period to avoid leave without pay. Such vacation shall not count against computation of the vacation bonus described in 13.Q. below.

Employees may request to use accrued vacation at any time during the calendar year to avoid leave without pay if the reason for the leave without pay is not a result of a violation of this Agreement.

Employees assigned on a "J" or "K" basis shall be eligible to take vacation, to the extent that it has been earned, during the period between the fall and the spring semesters, as defined by the academic calendar.

- G. No vacation or part thereof shall be taken as a lesser rate than one (1) hour at a time.
- H. Vacation shall be granted at a time convenient to the employee, provided that it is requested not less than fifteen (15) working days in advance. If the vacation time is requested less than 15 days in advance it shall be granted, unless it unduly interferes with the operation of the college. The Supervisor shall approve or deny the request for the vacation within three (3) working days of the receipt of the request. If in such three (3) working day period a vacation denial has not been received, in writing, the vacation shall be deemed to have been approved. Any denial of a vacation request based on the dates requested or length of vacation requested shall include an explanation in writing and alternative dates or length of vacation reasonably close to the original dates requested that would be approved. Vacations may be changed at any time; however, vacations once approved shall not be changed without the employee's consent unless an emergency, as determined by the District, exists. ***Nothing in this paragraph shall preclude an employee from requesting or being granted vacation at any time.*** However, nothing in this Article shall be construed to limit the District from requiring an employee to take vacation anytime during the assignment period. If the employee consents to reschedule or cancel their vacation at the request of the District or the vacation has been canceled because of an emergency, the District shall reimburse the employee for all cancellation penalties for transportation, hotels, motels and other travel-related expenses to include reimbursement for the difference between any higher fare and/or rate for hotels or other accommodations and the fare and/or the rate employee originally had confirmed. To be eligible for reimbursement, the employee must provide written evidence that they made reservations and paid a financial commitment for those reservations, or that the employee was assessed a penalty or other fee for having changed the reservation.
- I. If employees are not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year. Employees shall be permitted to accumulate vacation credit up to four hundred (400) hours.* For any pay period in which a Maintenance

and Operations Unit employee's vacation balance equals or is more than four hundred (400) hours, the employee shall not earn any additional vacation credit.

All vacation earned, including vacation for perfect attendance, will count toward the 400 hour limit. However, regardless of the balance, the District shall continue to add vacation earned for perfect attendance to an employee's vacation balance.

- 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 the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless they have served for the equivalent of more than ninety (90) consecutive working days, or receives specific approval from the appropriate administrator.
- 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 Paragraph 13.A. of this Article, whichever is applicable to the position in which they serve during the Summer.
- N. A regular employee who serves in their 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 they had served one hundred sixty (160) hours in their regular assignment.

Regular employees assigned on other than a twelve (12) month basis, who are paid during the summer as a relief, substitute or provisional, shall participate through payroll deduction in the current Public Agency Retirement System (PARS) plan at the rate of 7.5% of compensation for such assignments. Contributions shall be made to the PARS plan in lieu of cash which would otherwise have been paid to the employee. In no event shall the employee have the right to receive such cash outside of their retirement or separation from District service unless otherwise specified by PARS.

- O. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin illness leave provided such leave is necessary for not less than (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.

The responsible administrator shall take such steps as deemed necessary to satisfy that the paid illness leave was in accordance with Article 9, Section 6.

- P. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Article 9, Section 4. Bereavement Leave shall not be extended by use of Personal Necessity Leave, Article 9, Section 13.
- Q. For each pay period an employee has perfect attendance (no tardiness and no absences any reason other than holidays, casual absence, the personal necessity day described in Article 9 Section 13.C.2, compensatory time, Jury Duty Leave, approved vacations, except vacation taken in lieu of illness day pay (in Accordance with Article 13, Section H of this Agreement), and union release time their vacation balance shall be credited with three-tenths (0.30) days of vacation, to an annual maximum of four (4) additional days. For those working less than full-time, and on bases other than "A" the additional vacation shall be in the same proportion that other vacation is accrued. Any unpaid days taken due to the employee's assignment basis, shall not be recorded as an absence.
- For employees with perfect attendance as described above for one (1) complete fiscal year (July 1 through June 30) shall receive a perfect attendance award of \$184, which shall be paid 60 calendar days from the end of the fiscal year.

ARTICLE 14 HOLIDAYS

- A. An employee in a regular assignment or in an assignment in lieu of their 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 unless it is a special or limited holiday which come within the employee's assignment period, subject to the conditions listed in Paragraph 14.A.1. through 14.A.3.

New Year's Eve Day
New Year's Day
Martin Luther King's Day
Lincoln's Day
Washington's Day
Cesar Chavez Day
Memorial Day
Juneteenth Day

Labor Day
Independence Day
Admission Day*
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day

*Admission Day shall be observed in accordance with the District's academic calendar, on the Tuesday after Labor Day or on another date so specifically declared by the Board of Trustees.

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 9, Section 10, shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
 2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall be entitled to pay for any holiday observed on the employee's regularly scheduled day off. Should the District move the observance of a holiday from an employee's regularly scheduled work day to an employee's regularly scheduled day off, the employee shall be entitled to that holiday on the day it was originally scheduled.
 3. An employee in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the school holidays of December 25 and January 1 shall receive pay for the two (2) holidays.
- 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 Maintenance/Operations 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 fulltime assignment.
 2. Employees whose regularly scheduled day off is Friday shall receive the equivalent number of hours to which they are eligible not later than the pay period following the pay period in which that Friday occurred.

3. Employees whose regular work schedule is less than five (5) days per week and forty (40) reported hours per week shall receive the equivalent number of hours to which they are eligible not later than the pay period following the pay period in which that Friday occurred.
4. Full-time employees who are on vacation, or who have reported in as being ill on that Friday, shall receive four (4) hours of vacation credit for that day; employees assigned for less than full-time who are on vacation or are ill on that day shall receive a proportional number of hours, in accordance with Paragraph 1 above.
5. Employee who are required to work on the Friday of spring break afternoon shall receive four (4) hours (or a proportional number of hours for employees assigned less than full time) as a floating holiday, to be taken at the convenience of the employee with the concurrence of the Supervisor, prior to the close of the academic year in which it was granted.

ARTICLE 15 UNIFORMS AND TOOLS

- A. The cost of the purchase, lease, or rental of uniforms, tools, and protective gear, identification badges, emblems, and cards required by the District shall be borne by the District. The aforementioned articles shall be retained as property of the District and shall be surrendered upon demand.

It is each employee's shared responsibility with supervision to store and safeguard the district's tools, equipment and other property necessary to perform their assigned duties. The employee is responsible for safeguarding those tools, equipment and other property for which the employee has in their use and care and has the ability to secure.

- B. The District shall provide rain gear to those employees who are required to work outdoors in inclement weather.

- C. Changing Facilities

At worksites where the college required employees to change into a uniform at work, the District shall provide the time to change, and a private and adequate facility for employees to change into their uniform. For the purposes of this section, restrooms are not considered a private or adequate facility.

- D. The District shall reimburse employees for any stolen or damaged personal property in accordance with Board Rule 101500. Employees shall be provided the District's procedures for filing claims concerning damage and/or loss incurred to any personal property.
- E. The District will provide supplies, tools and equipment necessary to perform assigned responsibilities as determined by the Director of College Facilities. The District will provide necessary supplies, tools and equipment in a timely manner.

ARTICLE 16 PROFESSIONAL GROWTH

- A. The District and the Union shall form a joint committee to further analyze the Career Development Program under this Article. The District shall continue the current Career Development Program as outlined in the District's Affirmative Action Program (Appendix H). This Program may be expanded, but not deleted, at any time by the Board of Trustees.
- B. Employees who are given release time for the purpose of career development will be required to work makeup time at the rate of one (1) hour of makeup time for each two (2) hours of released time. Time spent for makeup purposes, which results in an employee being in paid status for a total of more than eight (8) hours in any one (1) day, shall not be considered as authorized and compensable overtime for purposes of cash payment or compensatory time off.
- C. Tuition Reimbursement
1. The District shall grant tuition and books reimbursement to permanent full-time and part-time Union employees under the conditions specified below:
 - a. Programs eligible for reimbursement shall include, but not be limited to courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service, provide career advancement opportunities, or encourage retraining of employees who may otherwise be subject to layoff as a result of technological change or budget cuts.
 - b. Approval for reimbursement shall be obtained on an appropriate form signed by a District designee before any expense is incurred by the employee. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to receive a written explanation for the disapproval and shall be able to appeal disapproval. Employees who submit a reimbursement request shall receive a response within ten (10) business days from immediate supervisor. Reimbursement is subject to approval by Human Resources.
 - c. The approved courses or programs shall not be taken during the employees' assigned duty hours without prior approval from their immediate Supervisor or designee.
 - d. Reimbursement shall be made within sixty (60) days following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or programs(s). Successful completion shall be defined as a grade of A, B, C, or Passing.
 - e. Employees eligible for tuition reimbursement shall be reimbursed for tuition and books. Tuition reimbursement shall be limited to a maximum of \$2,000 for any

individual employee during any fiscal year. The total amount available for all such reimbursement for a fiscal year shall be \$16,000. This section shall be reviewed by both parties on an annual basis.

- f. Provisions of this article shall apply to any employee eligible for reimbursement by any other governmental agency, organization or association.
 - g. An employee who resigns from their employment with the District within six (6) months of receiving a tuition reimbursement pursuant to this article shall refund the amount of the reimbursement to the District, or it shall be deducted from the employees' final warrant. This requirement shall be waived in the event of the employees' death, physical or mental disability which prevents the employee's return to District employment or termination by the District.
- D. Appeals concerning this Article may only be filed under procedures established in the Career Development Program. The Union may represent employees in such appeals, if requested.
- E. The District shall explore the feasibility of instituting an apprentice-based training within the term of this agreement for all Local 99 members (July 1, 2017-June 30, 2020). The voluntary program would allow employees to receive additional training and/or obtain certification for trades.
- F. Training and Development
The District will allocate \$10,000 dollars annually for group training specific for Local 99 unit members, as designated by College and District Management.

Master Benefits Agreement

between

The Los Angeles Community College District

and

**the Los Angeles College Faculty Guild, AFT Local 1521,
the AFT College Staff Guild, Los Angeles, AFT Local 1521A,
the Los Angeles City and Counties School Employees Union, SEIU Local 99,
the Los Angeles/Orange Counties Building and Construction Trades Council,
The Los Angeles Community College District Administrators' Unit Represented
by California Teamsters Public, Professional & Medical Employees Union Local 911
and the Supervisory Employees Union, SEIU Local 721**

Regarding

Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and the
District's Employee Assistance Program/Wellness Services

The Los Angeles Community College District (the "District") and the exclusive representatives of the District's employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911, and the Supervisory Employees Union, SEIU Local 721 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/wellness services, 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 Employees¹ 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 (JLMBC) and approved by the District's Board of Trustees (the "Board") under which eligible District employees (and their eligible dependents) receive hospital, medical, dental, and vision care coverage.

Effective beginning the 2010 plan year, as a result of JLMBC recommendation and bargaining among the parties, the hospital and medical coverage shall be administered by the California Public Employees' Retirement System (CalPERS) Health Care Program in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA). 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. "Limited term" academic appointments must have a duration of at least a semester
- 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 Programs include an eligible employee:

- a. **Spouse.** Marriage certificate and social security number of spouse must be on file
- b. **Qualified domestic partner as specified in Appendix I.**
- c. **Children (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 unmarried.** Coverage will terminate at the end of the month in which dependent turns age 26.

¹ For this section 'Active Employees' does not include less than half time (0.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.

- d. Economically Dependent Children.** Children up to age 26 (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, who are economically dependent (as being claimed as dependents on the employee's federal income tax returns) upon the subscriber (eligible employee or retiree). The subscriber must have been granted legal or joint legal custody of the child; or the child resides with the subscriber (generally in the absence of natural or adoptive parents).
 - e. Disabled Children Over Age 26.** Children (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, without regard to age, who are physically or mentally incapacitated (and therefore incapable of self-support), and who are being claimed as dependents on the employee's federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.
- 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, Section 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. The employee's hire date will establish an event date by which the employee will need to enroll all eligible family members into an eligible health plan within 60 (sixty) days. (Enrollment in the Premium Only Plan described in Section II takes place during the designated time periods.)

If the District receives the employee's enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month. If the District receives the employee's enrollment forms after the 60 (sixty) day eligibility timeframe,

this will be considered a Late Enrollment. Under this situation, the employee will either have to wait a 90-day period or until the next CalPERS Open Enrollment period. The earliest effective date of enrollment will be the first of the month following the 90-day waiting period or the January 1 following the Open Enrollment period.

- b. Re-enrollment Following a Break in Coverage.** Following a break in coverage an eligible employee may re-enroll in hospital, medical, dental, and vision care plans. The employee can re-enroll at any time where the break in coverage was due to an error by the District or if there is a qualifying life event. If the District receives the employee's re-enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month.
- c. Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall announce the dates of such open enrollment period, and shall publish and web-post open enrollment materials fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he/she shall continue to be covered under his or her existing plan until January 1 of the following year when the new plan can become effective.
- 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:
 - i.** 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 CalPERS, via 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 sixty (60) days after the employee established his or her new permanent residence.
 - ii.** 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 CalPERS, via the District, temporarily change his or her enrollment to a plan that provides service in

the area in which he/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.

- iii. 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 CalPERS, via the District. To be timely, the application for a change in enrollment must be received by the District within sixty (60) days after the employee's enrollment was terminated. Qualified, covered individuals will not have their health plans terminated due to claims or increased utilization.
- iv. 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 CalPERS, via the District. To be timely, the application for a permissible "qualified life event" change must be received by CalPERS via the District within thirty-one days of the qualifying event. Refer to CalPERS' "Health Enrollment Reason Codes" for specific qualifying events and effective dates for coverage.
- v. Contact the District Benefits Office for this information.

e. Mandatory Re-enrollment During Open Enrollment. Under normal circumstances CalPERS does not require mandatory re-enrollment each year in its health plans. They will notify current participating active employees of their options to change health plans or add/remove dependents during open enrollment. If the employee does not elect any changes, his or her hospital/medical coverage will continue with the same plan and dependents (pending eligibility). If the employee does not elect any changes to the dental, vision and life insurance benefits during open enrollment, coverage will continue with the same plans and dependents

5. District Contribution Towards Premiums.

Eligible employees shall be entitled to a contribution from the District towards the premium costs of the plan in which they and their dependents are enrolled. Depending on the selected plan in which the employee and their dependents are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the employee and their dependents may select. Employees will be entitled to the benefit 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/she would have earned had he/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; or
- 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/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/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 thus are not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled can continue to receive benefits under the Health Benefits Program by establishing a direct payment between the employee and the health plan provider for the period of the leave.

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/she paid for the months during which he/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 (a furlough is a temporary lay-off for a specified period with a

definite return date) 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.

When an employee is laid off (a layoff is a separation from regular service for lack of work or lack of funds, or because of a reduction in force) CalPERS' business rules stipulate termination of coverage for layoff beginning the next month after separation date. Employees who have been laid-off shall, upon applying and qualifying for COBRA (see section I.A.9 below), continue to be entitled to the District's contribution towards the COBRA premium costs of their plans, according to the following table:

Years of Service	Months of Continuation Following Layoff
1-5	2 months
6-10	4 months
11 or more	6 months

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status.

8. Conditions of and Limitations on Eligibility and Coverage

- a. **Dual Coverage.** Employees and their dependents may not be enrolled in more than one CalPERS 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.
- b. **Split Enrollment.** 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.
- c. 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/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA).
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.** In the event that new health care legislation is enacted and the District is required to implement a plan pursuant to such legislation, the District and the exclusive representatives shall consult in order to assess the effects of such legislation.
12. **Pre-funding Retiree Health Benefits Costs.** The District has established and will maintain a Trust with (CalPERS) to prefund retiree health benefit costs for all eligible full-time employees. The Trust is funded with annual contributions to the trust of 1.92% of the total full-time salary expenditures in the District. Additionally, the District will direct an amount equivalent to all of the Federal Medicare Part D subsidy returned to the District each year into the trust fund. Funding from both of these sources commenced with fiscal year 2006-07. An annual Trust status report will be made to the JLMBC and to the District Budget Committee at their first meetings of the fiscal year. Annual funding of the Trust from both these sources shall continue until/unless then parties agree otherwise due to changes in the healthcare landscape which make prefunding no longer necessary. Should that prove to be the case the 1.92% of the total full-time salary expenditures will be placed on the salary schedules of all full-time employees, effective the end of the payroll month that the decision is made to no longer fund the trust.

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

1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for group term life insurance benefits under the program.
2. The limits of coverage under the program shall be \$50,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the

minimum amount required by Federal Law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.

- C. Employee Assistance Program/ Wellness Services.** The District shall make available to all active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement) employee assistance and wellness services. The services shall help employees deal with problems that might adversely impact their work performance, health, and well-being and shall include assessment, short-term counseling, informational resources and referral services. Such services hold the same level of privacy/confidentiality as other medical services. Modification to the employee assistance and wellness services may be recommended by the Joint Labor Management Benefits Committee to the Board.
- 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.
- E. Health Reimbursement Arrangements (HRAs).** The District shall continue its HRAs under IRC Section 105 for eligible, benefited active employees and early retirees (under age 65). The District's contributions will be for plan year 2021, \$1500, for plan year 2022, \$1500, and for plan year 2023, \$1500. The District and Joint Labor Caucus agree that the HRA will be subject to negotiations in subsequent contracts. The process for selecting a TPA for these HRAs 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 a TPA based on the recommendation of the task group.
- F. IRC 125 and 129 Plans (Flexible Spending Accounts).** The District shall continue its voluntary Flexible Spending Account (FSA) plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129. The process for selecting a TPA for FSAs 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 a TPA based on the recommendation of the task group.

G. Ordering Rules for HRAs and Medical FSAs. In compliance with internal Revenue Code Sections 125 and 129 employees shall be informed at the time of enrollment *amounts available under an HRA must be exhausted before reimbursements may be made from the medical FSA.*

II. Health Benefits Program for Part-time Temporary Adjunct Faculty² and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty member's access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he/she will have access via the District's Contribution and Premium Only Plan (see Section II. A. below).

A. District Contribution and Premium Only Plan

1. Eligibility. A part-time temporary faculty member or temporary adjunct faculty member is eligible to receive access to the CalPERS hospital/medical group coverage, except the District life insurance plan, under this section if he/she has been assigned and working as a part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below (including, by virtue of his or her participation in the POP, in subsection 'e' below, he/she is deemed to effectively be in a position lasting greater than six months as required by CalPERS' resolutions,

- AND-

he/she is a member of the CALSTRS DB or CB retirement plans or the CalPERS retirement plan or the PARS, but not Social Security). Dependent Eligibility is the same as indicated in Section I A 2.

² 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 0.50 (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.

Specific Eligibility Requirements for the POP

- a. Be assigned to a 0.33 (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.
- c. Have completed at least a 0.2 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. 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 amounts 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 plans.
- e. **District Contribution.** If criteria a-d above is met, the District will contribute as follows:

Medical. For plan years 2021, 2022 and 2023, the District's monthly contribution will be a dollar amount equal to 50% of the mathematical average of the single-party monthly premium of the five most utilized medical plans for the Los Angeles area offered by CalPERS excluding PERSCare PPO, plus \$100 dollars per month in plan year 2021, \$110 dollars per month in plan year 2022, and \$120 dollars per month in plan year 2023. Beginning in plan year 2020, the District's monthly contribution in the new plan years 2021, 2022 and 2023 shall not exceed 110% of the prior year, excluding the specified "plus" dollar amounts from above. The District's contribution may be used toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's individual, two-party or family medical premium only.

Vision. In addition to being eligible for the above medical benefits, a temporary adjunct faculty member who satisfies the criteria in II.A.1.a-d and, further, who is assigned to a 0.5 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. The District will pay the full amount of the VSP single-party premium, for each eligible temporary

adjunct faculty member. For plan years, 2021, 2022, and 2023, the District's contribution will be equal to the VSP single-party premium for the respective plan year, but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct as condition of receiving the District's contribution towards the vision benefit.

Dental. In addition to being eligible for the above medical and vision benefits, a part-time temporary faculty member or temporary adjunct faculty member who satisfies the criteria in II.A.1. a-d and, further, who is assigned to a 0.50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards dental benefits.

The District will pay 50% of the full amounts of the dental single-party premium, for each eligible temporary adjunct faculty member. For plan years 2021, 2022, and 2023, the District's contribution will be 50% of the full amounts of the dental single-party premium for the respective plan year but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct faculty member as a condition of receiving the District's contribution towards the dental benefit.

- f. **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.
- g. **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 unless a qualifying event occurs which falls under the conditions set by the IRC 125 plan year rules. (See Plan Description Los Angeles Community College District Temporary Faculty Member Premium-Only Plan, Article II, section 4.3 and section II A.2 d below.) The District will conduct limited "open enrollment" periods in August and in January for adjuncts who become eligible for the POP.

- h.** For plan years 2021, 2022, and 2023, when an adjunct faculty member gains eligibility and buys in to a POP plan, that years' medical premium district payment will be maintained for the remainder of that plan year regardless of any subsequent loss of eligibility. In the event that the adjunct faculty member has an insufficient salary warrant to cover the employee portion of the premium costs the employee shall pay the District the remaining premium amount including a 2% administrative fee to continue to participate in the POP plan. Failure by the faculty member to pay any of the monthly premiums will result in loss of eligibility and coverage.
- i.** If any provision herein regarding the POP conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.

2. Premiums

- a. To receive medical or vision 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 (if any) as defined in section II.A.1.e of this article.
 - b. To participate in the District's dental plans, the eligible part-time temporary faculty member or temporary adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The participant agrees that premiums will be deducted, pre- tax, from his or her monthly salary warrants as described in Section II.A.1.e above, or post-tax and considered as taxable income as described in Section II.A.1.h above.
 - c. A part-time temporary faculty member or temporary adjunct faculty member's coverage (with a District contribution) shall cease immediately upon his or her failure to pay the balance of the required insurance premium(s) in accordance with District procedures. The faculty member's deductions for the required payments will be made for the last working day of each month preceding the month in which coverage will be effective.
 - d. The District will conduct limited "open enrollment" periods in August and in January for part-time temporary faculty member or temporary adjuncts.
- 3. Extension of Coverage.** Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination (non-retirement) of employment with the District, shall be in accordance with applicable state and/or federal law. 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/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA.
- 4.** Colleges will make every effort to report information regarding adjunct faculty assignments to the District's Benefits Section by the deadline for enrollment. If an eligible adjunct is denied coverage in error, the District will cover its portion of the premium costs retroactive to the date of the adjunct's eligibility up to the start of the plan year.

a. Health Benefits for Part-time Temporary Faculty Retirees & Temporary Adjunct Faculty Retirees under CalPERS Health Care Plans.

AB 528 Health Plans: Rights of retired certificated employees to enroll in health and dental plans offered to active certificated employees; Education Code Section: 7000 – 7008. The following guidelines sets-forth the requirements of eligibility, enrollment, and limitations of the District "AB 528" health plans.

- b.** Eligible part-time temporary faculty retirees & temporary adjunct retirees and their eligible dependents and survivors, not otherwise eligible for District-paid retiree health benefit coverage, shall have the right to participate in the CalPERS Health Care Program available to them as active part-time employees, subject to the terms and conditions of this Agreement and CalPERS resolutions. 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 CalPERS Health Care Program, as well as the plans available under the Program remain subject to alteration by action of CalPERS, the or the JLMBC any future agreement between the District and its Exclusive Representatives.

- 1.** Eligibility Certificated retirees of the Los Angeles Community College District who have retired from any public employee retirement system may be covered.

- a.** Retirees and their spouse, or the surviving spouse of a retiree, shall be eligible for participation. Children are not eligible for coverage. A new spouse, upon remarriage of a surviving spouse, is not eligible for this benefit.
- b.** Retirees are eligible for participation in health and dental plans offered by the District.
- c.** Retirees must enroll within 30 days of retirement from the District. Retirees who fail to enroll in the AB 528 plan upon retirement shall not be eligible to enroll at a later date, except as follows: Should a retiree have health coverage elsewhere, and subsequently lose that coverage, he/she may enroll in the AB 528 plan with 31 days of losing said coverage. The retiree must provide documentation to substantiate loss of coverage.

2. Guidelines

- a. Upon retirement and notification of discontinuance of benefits, retiree may contact the Health Benefits Unit (HBU) and completes appropriate enrollment documents for health care, no later than 30 days after retirement.
- b. Retiree shall remit premium payments to the Accounting Department at least one month in advance. Payments shall be made monthly. Failure to pay premium by the due date shall result in immediate cancellation on the last day of the month for which coverage has been paid.
- c. Each year there shall be held an open enrollment period during which the retiree and/or surviving spouse may change health plans. Retirees shall be notified by mail of the open enrollment period and new plan rates by the HBU.
- d. Coverage will continue indefinitely as long as full premiums are paid.

3. Limitations

- a. Retirees may select medical, vision, and dental coverage, or they may select medical coverage only. A retiree may not select dental vision coverage only.
- b. A retiree will not be allowed to reenroll in the AB 528 plan once coverage has been terminated. If a retiree has other coverage upon retirement and later loses that coverage, then he/she may enroll in AB 528 within 30 days of losing said other coverage.
- c. Children of a retiree are not eligible for coverage in the AB 528 plan. A new spouse, upon remarriage of a surviving spouse, is not eligible for coverage in the AB 528 plan.
4. A part-time faculty retiree who continues to be employed in active service for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as he/she continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d and is not eligible for District coverage under a different status. An eligible part-time faculty retiree is one who has retired from District service under the rules of the California State Teachers Retirement System (CalSTRS) DB or CB plans, the California Public Employees Retirement System (CalPERS), or the Public Agency Retirement System (PARS) and who is receiving a retirement allowance from

that system and who will have rendered “paid service” to the District in a “qualifying position” for thirty five years or more immediately preceding retirement. For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under this Section (II). A year of “paid service” is attained by having had any faculty assignment in the District for two (primary fall and spring) semesters.

5. A part-time faculty who retires from LACCD and is not yet eligible for Medicare and is 60 years of age or older and continues to be employed for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as the faculty member continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d. Once the faculty member becomes eligible for Medicare Part B they will no longer be eligible for the POP as outlined I.A.a-e but they must enroll in Medicare Part B as their primary plan. The retiree will be reimbursed once per year for the same contributions made by the District for active part-time employees as outlined in II.A.e.

III. Health Benefits for Retirees (retiring from a “qualifying position” §), 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 (CalPERS Health Care Program), as well as the plans available under the Program, remain subject to alteration by action of CalPERS, the Joint Labor/Management Benefits Committee or any future agreement between the District and its exclusive representatives.
- B. Eligibility.** A retiree who is eligible to continue his or her participation in the health benefits plans which are available to active employees is one who has retired from District service under the rules of the California Public Employees Retirement System (CalPERS) or the California State Teachers Retirement System (CalSTRS), 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.

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 (See section III F for district contribution toward premiums.)

An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under CalPERS or CalSTRS is no later than 120 days after his or her resignation from District employment. Retirees do not have to be enrolled in health benefits at the time of their retirement; they just need to have been eligible as indicated above.

Employees who have been assigned in a specially funded program (SFP) shall vest in the retiree benefits provided they meet the eligibility requirements in III.B.1. or 2 above.

In addition, no absence from the service of the District under any paid leave of absence, or any unpaid leave of absence, or layoff of thirty-nine (39) months or less, shall be deemed a break in the continuity of service required by this section. § See **section III B.**

- 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. A spouse married anytime less one year before retirement only qualifies as a survivor to continue to receive health benefits if the retiree left a survivor’s allowance under CalPERS or CalSTRS at the time of retirement.
 - b. qualified domestic partner as specified in Appendix I, on the date of retirement from District service;

- c. child (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 (coverage will terminate at the end of the month in which dependent turns age 26); or
- d. a child up to age 26 (not otherwise eligible under subsection 1.c, above) who is *economically dependent upon* the retiree (as being claimed as dependents on the retiree's federal income tax returns) and for whom the retiree must have been granted legal or joint legal custody, or, in the absence of natural or adoptive parents, the child resides with the retiree; or
- e. a *disabled* child (not otherwise eligible under subsection 1.c or 1.d, above) without regard to age, who is physically or mentally incapacitated (and therefore incapable of self-support), and who is being claimed as a dependent on the retiree's federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.

—and—

- 2. A dependent may not be enrolled in any plans other than those under which the retiree is covered.

D. Limitations on Survivor Eligibility. A survivor's eligibility to continue his or her participation in the Health Benefits Program depends on whether he/she is an annuitant under the employee's retirement system. The eligibility of a surviving child receiving a survivor's benefit continues until the end of the month in which he/she turns age 26.

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/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 CalPERS Health Care Program shall establish and announce the dates of such open enrollment period. If an eligible retiree requests a change of plan, he/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 CalPERS via 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 CalPERS via 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 CalPERS via the District within ninety (90) days after the retiree's enrollment was terminated.

4. Mandatory Re-enrollment During Open Enrollment. Upon recommendation of the JLMBC the District may designate any open enrollment period as a mandatory enrollment period during which every eligible retiree or survivor must re-enroll for himself or herself and for each of his or her eligible dependents. If a retiree or survivor fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, a retiree or survivor (and his or her eligible dependents) may, if he/she remains eligible, re-enroll in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility to CalPERS so that it can process the retiree's or survivor's re-enrollment forms as if they were initial enrollment forms—i.e. if CalPERS, via the District, receives the re-enrollment forms at any time during 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.

F. District Contribution Towards Premiums.

Eligible retirees and his or her eligible dependents and survivors enrolled shall be entitled to a contribution from the District towards the premium costs of the plans in which they and their dependents and survivors are enrolled. Depending on the selected plans in which the retiree and their dependents and survivors are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the retiree

and their dependents and survivors may select. The retiree will be entitled to the benefit if:

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 subject to any plan limitations as set forth in LACCD/CalPERS resolutions as follows.
2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will contribute towards the retiree’s premiums in a “qualifying position as follows:

% of District Contribution	Years of Service Rendered Toward Premium
50%	At least ten years but fewer than fifteen years.
75%	At least fifteen years but fewer than twenty years.
100%	At least twenty 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. **Dual Coverage.** Retirees, their dependents, and survivors may not be enrolled in more than one CalPERS 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.
3. **Split Enrollment.** 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.
4. 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 aged 65 and older must (unless exempted from this requirement under Board Rule 101701.16C) apply

for and obtain coverage under Part A (Hospital benefits) – either paid or premium free – and Part B (medical benefits) of Medicare.

The district shall pay the Part A Medicare premium, if required and the Part B Medicare premiums. 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. The retiree shall submit evidence of medicare premium payments annually and will be reimbursed once per year for the costs.

5. 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 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 retiree, or death of a dependent.
6. 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 CalSTRS or CalPERS and becomes eligible for health benefits by virtue of that employment.

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

- A. The District shall convene, and the exclusive representatives shall all participate in, a Joint Labor/Management Benefits Committee (JLMBC). The role of the Committee is to contain the costs of the District's Health Benefits Program while maintaining and, when feasible, improving the quality of the benefits available to employees.
- B. The Committee shall be composed as follows:

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

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

Committee Chair: an additional voting faculty member who shall serve as chair, nominated by the president of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. The chair shall work jointly with the management member or designee to develop the monthly JLMBC agenda. The agenda will be posted and made available to JLMBC members at least three

days prior to each JLMBC meeting. The District shall grant the chair of the committee at least 0.2 FTE reassigned time to perform the duties of that assignment. The faculty chair may make an annual request to the District for an additional 0.2 FTE reassigned time to complete specified projects recommended by the JLMBC.

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

C. The Committee shall have the authority to:

1. review the District's Health Benefits Program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to recommend substitution of other plans for the District's existing health benefits plans, including reviewing and providing input on the management of the District's participation in the CalPERS Health Care Plans);
2. recommend the selection, replacement, and evaluation of benefits consultants when deemed necessary;
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 as necessary, beyond those provided by CalPERS;
6. study recurring enrollee concerns and complaints and make recommendations for their resolution;
7. anticipate in an annual review of the District's employee health benefits program, to include the CalPERS hospital/medical program, the dental and vision benefits, and EAP, wellness, HRA and FSA benefits;
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 four 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. The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the “overall cost to the District of maintaining the Health Benefits Program.”

V. Managing the Health Benefits Program

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

VI. Term of Agreement

This agreement shall cover the period of July 1, 2020 through June 30, 2023.

Tentative Agreement Reached: 6-10-2020

For District:

Albert Román:

For Labor Caucus:

William Elarton-Selig: _____

ARTICLE 18 SPECIAL PAY PRACTICES

A. Work Out of Classification

Employees may not be required to perform duties which are not prescribed by their job description for more than five (5) days in any fifteen (15) day calendar period unless the duties reasonably relate to those fixed by the position. An employee required to perform duties with those prescribed by their job description for more than five (5) days in any fifteen (15) day calendar period shall be compensated in such amount as will reasonably reflect the duties required for the entire period of out-of-class work. Claims for Work out of Classification shall be processed in accordance with Personnel Commission Rule 550 and/or California Education Code 88010. The District and the Commission may provide for an upward adjustment in salary for any period of time less than five (5) days.

B. Shift Differential

1. All employees covered by this agreement shall receive a 7.2% shift differential for each day that fifty percent (50%) of their shift falls within the hours of 3:00p.m. to 12:00 midnight and a 13.8% shift differential for each day that fifty percent (50%) of their shift falls within the hours of 12:00 midnight to 7:00a.m. An employee receiving a shift differential shall not be paid the difference if reassigned to a shift not qualifying for such payment. The work location will be allowed to adjust employee work schedules once to comply with the provisions of this section without violating Article 8, Section A 8.
2. No employee shall be scheduled to work earlier than 4:30 a.m. nor later than 1:00 a.m. except in cases of emergency as determined by the District, effective February 2, 2009.
3. 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.

C. Crew Leader Compensation

1. An employee covered by this Agreement who is temporarily assigned Supervisory responsibilities over a crew of three (3) or more employees, shall receive \$5.63 per day in additional compensation. For the purposes of this section, temporary is defined as no more than 80 working days.
 - a. However an employee may not receive such additional compensation if the employee supervises only employees in those classes in which the employee's class normally has Supervisory responsibility. An employee must have an assignment that takes their crew leader responsibilities into account.

2. The selection of a crew leader position shall be announced, posted, distributed ten (10) working days in advance, and open to all interested employees, not on probation, covered by this Agreement. Interested employees shall submit their request in writing. Priority for this position shall be given based on an employee's satisfactory attendance and monthly inspections.

D. Bilingual Pay

1. Employees covered by this Agreement who are required to speak, read, and write a foreign language shall be compensated 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.

Employees shall be paid a differential in accordance with Personnel Commission Rule 588.

E. Window Washing Differential

1. Window washing shall be performed by the classification of Custodian. A differential of \$2.58 per hour for each full hour of window washing shall be paid. No window washing assignment shall be less than one (1) hour in length (see Article 21, Window Washing).
2. Custodial employees shall be eligible for assignment to window washing duties only after they have completed a prescribed course of safety training. Assignment to this training and to window washing duties shall be on a voluntary basis. Assignments from those who volunteer shall be on a rotating basis. The differentials authorized in this Article shall not affect salary step advancement, promotion or classification status.

F. Career Differentials

1. Effective July 1, 2014, all Maintenance and Operations Unit employees will be eligible for a salary increment as set forth in Article 19.
2. The differential will be paid as shown below. Years of service shall be defined the same way as in Article 13, Vacation.

Differentials	Semi-Monthly Amount 12-month employees	Semi-Monthly Amount 10-month employees
After 5 – 9 years	\$7.78	\$7.44
After 10 years but less than 15	\$22.68	\$21.39
After 15 years but less than 20	\$47.93	\$44.71
After 20 and over	\$81.64	\$75.80

G. Education Differential

1. Employees with a degree above the highest degree specified in their class specification shall be eligible for the following differential:

Degree	Differential per Month (12 month employee)
AA/AS Degree	\$59.24
BA/BS Degree	\$67.68

In order for an employee to be eligible for an education differential, they 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 equal to a U.S. (accredited institution'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.

ARTICLE 19 WAGES AND SALARIES

A. 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.

B. Step Advancement on the Salary Schedules

1. Advancement from the first to the second step shall occur as of the first day of the pay period which follows completion of 130 days in paid status in regular assignments in the class. For purposes of this rule, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee. A day in paid status shall be defined as any day for which pay is received.
2. Advancements to higher steps shall be made in successive years as of the first day of the correspondingly numbered pay period which the employee received their previous step advancement provided that they have completed at least 130 days in paid status in regular assignments in the class during the twelve (12) months since the preceding advancement.

3. In the event that the employee does not meet the paid status requirement provided above, their step advancement shall be effective as of the first day of the pay period which follows their completion of such 130 days in pay status in regular assignments in the class.
4. Upon promotion or reclassification which results in salary increase to other than the first step, salary advancement shall be affected as follows:
 - a. If the employee completes 130 days in paid status in regular assignments in the new class as of the date their step advancement is due, no change in their cycle of step advancement shall occur.
 - b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date their step advancement is due, it shall become effective as of the first day of the pay period which follows their completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.
 - c. An employee who is subject to a new probation period must have at least 75% of the required 130 days in paid status in active on-the-job performance of the duties of a position in the class.
5. The following actions shall not affect the employee's cycle of step advancement:
 - a. 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 their class as of the first day of the pay period in which the accelerated step or shortened range became effective, provided that they meet 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 their class on the first day of the pay period in the next salary year which corresponds in number to the pay period in which they were appointed, provided that he meets the paid status requirement. Subsequent advancements shall be based on the cycle thus established.

7. An employee who changes from a flat hourly rate to a rate on a salary schedule shall receive their initial step advancement in the class as of the first day of the pay period which follows their completion of 130 days in paid status in regular assignments in the class following such change. Subsequent advancements shall take place as of the first day of the correspondingly numbered pay period provided the paid status requirement is met.
 8. An employee not serving in his/her regular assignment shall be treated as follows:
 - a. An employee who is temporarily serving in a limited-term assignment in an equal or higher class shall receive credit toward step advancement in their regular class during the period of their limited term assignment. The employee's step in the limited-term assignment shall not be adjusted unless an adjustment is necessary to maintain a differential over their 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 their probationary period in the higher class shall receive credit toward step advancement in the lower class for the full period of their service in the higher class. If the employee's anniversary date in the lower class has passed while they were serving in the higher class, they will receive step advancement when assigned to the lower class, provided that the employee has met the requirements of this Article. For future step advancement, their anniversary date in the lower class will be retained.
 - c. An employee who is on leave of absence from their 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 the employee returns to their former class upon termination of leave of absence, they shall be placed at the flat hourly rate of the class or at the step of the schedule which is closest to their 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.
- C. Nothing in this Article shall prevent the Board of Trustees from withholding step advancement provided it is first negotiated with the Union.
- D. The District agrees to continue the provisions of Section 414 (h) (2) of the Internal Revenue Code concerning tax treatment of employee retirement contributions to the Public Employment Retirement System.

- E. The LACCD Board of Trustees ("The District ") and the S.E.I.U. Local 99 ("The Union") agree to a three-year salary agreement for fiscal years 2020-2021, 2021- 2022, and 2022-2023.

Effective for the years 2020-2023, all salary schedules will remain status quo. After the May Revise is issued for the Proposed 2022-23 State Budget, the District will discuss with Local 99 whether there are funds in addition to any funded COLA from which additional compensation may be provided to the bargaining unit. If, after those discussions, the District determines that there are additional funds available for that purpose in 2022-23, the parties shall reopen only compensation for the 2022-23 fiscal year. If the District receives COLA that is above 0% that is approved, funded and provided by the State for the Fiscal years 2020-21, 2021-2022, 2022-2023, the District will allocate 100% towards the base salary. COLA will also apply to all elements of the salary schedule, including steps, columns, and all differentials, in each of the three years. The 5.07% COLA for fiscal year 2021-2022 will be implemented effective July 1, 2021.

Effective July 1, 2021, the District also will implement the Salary Reallocations and Master Salary Schedule Adjustments for Selected Local 99 Job Classes ("Salary Reallocations") which was approved by the Personnel Commission on October 20, 2021 (Case No. 3957).

Wage Parity. Should another bargaining unit receive more in wages as defined in the section above, during the term of the agreement, said difference shall be applied to this bargaining unit.

The District and the Union have agreed that before the salary augmentation is implemented, a 10% reserve, which is comprised of the contingency reserve and general reserve, must be identified by June 30th of each year. If the contingency reserve and general reserve and are less than ten percent (10%) combined, the salary increase shall not be implemented.

- F. The District shall not make any involuntary deductions from employees' wages due to overpayment. When an overpayment is discovered, the District shall notify the employee of the details of the overpayment and allow the employee to establish a reasonable method and schedule of repayment.
- G. The District reserves the right to grant additional salary increases to any class or classes of positions as it deems appropriate provided the District confers with the Union prior to granting said salary increases.

Rates of pay for any new classifications implemented during the term of this Agreement shall be determined by the District.

ARTICLE 20 GRIEVANCE PROCEDURE

A. Grievance Defined

1. A grievance is defined as a formal written complaint by an aggrieved permanent employee(s) that there has been a violation of a specific provision(s) of this Agreement or;
2. An appeal of a Notice of Unsatisfactory Service which is not a basis for nor has become a basis for further disciplinary action. Provided that such appeal is based on either (a) an abuse of discretion and/or (b) such notice is not in accord with the facts. Notwithstanding the foregoing, notices issued during an initial probationary period shall not be appealable under this procedure.

B. Matters Excluded: All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to reduction in force; examination procedures, results and references; performance evaluations, except as provided above and in Article 3.C.4 and Article 12.E.1; disciplinary matters; and complaints by one employee about another. Also excluded, are those matters so indicated elsewhere in this Agreement. Claimed violation of Article 3, Nondiscrimination and Affirmative Action, are to be handled under other District review procedures and/or statutory procedures, rather than the grievance procedure, with the exception of Section 3.D, which shall be grievable.

C. Definitions

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

D. General Provisions

1. Union Responsibilities:

- a. The Union agrees to encourage the Grievant to discuss their complaint with their immediate Supervisor or the appropriate immediate Supervisor.
- b. Before filing a formal written grievance, the Grievant should attempt to resolve it in an informal manner with the appropriate immediate Supervisor.
- c. At all grievance meetings under this Article, the Grievant shall be entitled to be accompanied and/or represented by a Union representative. A Grievant shall also be entitled to represent themselves. 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.
- d. Released Time for Employees and Union Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time including necessary travel time without loss of salary will be provided to the Grievant.
- e. Effect on Time Limits: If a grievance is not processed by the Grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by written agreement.
- f. The respondent in any grievance shall be the District or individual campus as appropriate, rather than any individual Supervisor or management employee.
- g. 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.
 - 1) Within 60 days of the date of the ratification of the 2020-2023 Agreement, the District shall develop the framework for the Grievance Resolution Training. The District shall meet and consult with Local 99 on the framework and subjects of the training. The framework of this training shall be reflected in the attached Grievance Resolution Training MOU.

- h. 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.
- i. Only District employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the Grievant.

E. Procedure

1. Step One: Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on a District's grievance form (Appendix F) to the immediate Supervisor who has the authority to respond to 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 violated, and the name of the employee's representative, if any. If the grievance concerns a Notice of Unsatisfactory Service, the grievance form should also contain a reason for the appeal (i.e., abuse of discretion or not in accord with the facts).

A meeting between the Grievant and the immediate Supervisor or designee shall take place within ten (10) days from presentation of the grievance. The immediate Supervisor or designee shall reply in writing within ten (10) days following the meeting.

2. Step Two: If the grievance is not resolved in Step One, the Grievant may, within ten (10) days after the receipt of the immediate Supervisor's written decision, present the written grievance to the next level of authority or designee. The written grievance shall contain the same information as in Step One and a copy of the immediate Supervisor's decision. Within ten (10) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority or designee shall reply in writing within ten (10) days following the meeting.
3. Step Three: If the grievance is not resolved in Step Two, the Grievant may, within ten (10) days after receipt of the decision in Step Two, present the written grievance to the College President or Division Head or designee. The written grievance shall contain the same information as in Step One, copies of the Step One and Step Two decisions, and reasons for the appeal. Within ten (10) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The College President or Division Head or designee shall reply in writing within ten (10) days following the meeting.

4. Step Four - Request for Hearing:

- a. If the Grievant is not satisfied with the decision at Step Three, the Grievant, with the concurrence of the Union, may submit the matter to the Office of Employee and Labor Relations for a hearing. This written request must be made within ten (10) days after termination of Step Three. The request for hearing may also include a request to the Board of Trustees for final and binding arbitration. The Grievant may agree to optional mediation before proceeding to final and binding arbitration.
- b. Within ten (10) days from the date the request for hearing is received by the Office of Employee and Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator. The arbitrator shall be selected by mutual agreement of the District and the Union. If the arbitrator indicates that they will not be available for a hearing within a reasonable time not to exceed sixty (60) days, the parties will proceed to select another arbitrator as indicated above.
- c. Final and Binding Arbitration: The decision rendered by the arbitrator in Article 20.E.4.g. if exercised, or in Article 20.E.4.j., shall become final and binding upon the Grievant(s), the District, and the Union.
- d. The Office of Employee and Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other service required by the arbitrator in fulfilling their responsibilities.
- e. The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.
- f. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- g. Optional Preliminary Hearing of Issues Which Don't Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merit (e.g. mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Union or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the arbitrator's decision on the preliminary matter(s) and hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defense at the regular hearing, provided that it gives the Union ten (10) days notice of its intention to do so.

- h. Limitation Upon the Arbitrator: The arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the Grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of \$2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount, in excess of \$2,500, to be granted. In grievances involving alleged contract violations, the arbitrator's decision shall be limited to a specific finding regarding that alleged violation of a specific term of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or detraction) of the terms of this Agreement. The arbitrator shall have no power to render recommendations on any grievance occurring before or after the terms of this Agreement or to grant a remedy exceeding that sought by the Grievant.
- i. The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the Government Code of the State of California. No other section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, witnesses while testifying and representatives of the Office of Employer-Employee Relations.
- j. The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Union, and the Board of Trustees. The decision shall be final and it shall constitute the final administrative remedy available to the Grievant.
- k. Expenses: The District and the Union will share equally the payment of the services and expenses of the arbitrator. Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense.
- l. Grievance Files: The District's Office of Employee and Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file, unless it is reasonably necessary or appropriate to do so.
- m. No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a Grievant pursuant to these procedures,

provided such utilization or assistance conforms to rights established under this Agreement.

ARTICLE 21 WINDOW WASHING

A. Window Washing – District Workforce

1. Window washing, when performed by the District's work force, shall be assigned to the classification of Custodian.
2. Custodians shall be paid a differential for window washing in accordance with the following section.

B. Differentials

1. Custodians performing window washing duties from ground level using high pressure hoses or other such devices to reach windows above ground level shall be paid a \$2.36 per hour differential for a minimum of one (1) hour.
2. Window washing shall remain a duty in the Custodian class specification. Nothing in this article shall be construed to limit any Custodian from accomplishing incidental window washing of interior or exterior ground level windows in their assigned area for periods of less than one (1) hour.

C. Training

1. Window washing for which a differential is authorized shall only be assigned to Custodians who have successfully completed window washing training which will include but not be limited to:
 - a. training in window washing skills and techniques; and
 - b. training in all applicable safety requirements, methods and standards.
2. Each college shall insure that a sufficient number on that campus has successfully completed window washing training at all times.
 - a. Volunteers for training shall be solicited first.
 - b. If a sufficient number of volunteers are not found, then management shall assign custodians to make up the complement of trained employees per campus.
 - c. Training shall be made available to all Custodians who volunteer for it.

D. Assignments

1. Window washing assignments shall be made on a rotating basis to eligible Custodians.
 - a. Eligible custodians who decline a window washing assignment for any reason shall be rotated to the bottom of the assignment list.

E. Contracting Out

1. Contracting out of window washing shall be permitted if the use of boatswain's chairs, swing stages or other similar equipment is required for a specific job.
2. If, for reasons other than those cited in E.1 above, the work required is beyond the capability of District employees, window washing jobs may be contracted with the mutual agreement of the Union and the District.

F. Safety

1. The District and the Union shall insure that all Custodians trained for window washing shall receive training in all existing federal, state and local safety requirements.

ARTICLE 22 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) shall be continued for the duration of this Agreement. The District and the Union, in concert with the Joint Labor Management Benefits Committee, shall evaluate the program and shall make recommendations to the Board of Trustees regarding needed modifications and/or renewals.

ARTICLE 23 COMMITTEES

A. District-wide Committees.

The District and the Union agree to establish a district wide committee to discuss workplace issues of mutual concern.

1. Purpose: to discuss areas of concern, resolving ongoing problems and/or proposing methods of fostering better cooperation and communication. Areas of discussion may include but not be limited to: Supervisory-employee concerns, safety issues, retraining needs, time and motion studies, issues or concerns related to pay including payroll systems and emergency pay, and other concerns related to the work of the unit members.

2. Members: up to five (5) selected by the District and ten (10) stewards, no more than two (2) per college, selected by the Union, one of which may be a Union representative, will serve on the committee. Employees selected to participate on the committee are eligible for release/compensatory release time from their regular duties to enable them to participate in the committee meetings.
3. Meeting schedule: At the request of either party, the committee will convene as needed but at least once a month or as otherwise agreed to.
4. Specific topics to be addressed will include:
 - a. Evaluation Procedures
 - b. Study and Retraining
 - c. Safety, to address issues including, but not limited to, those cited in Article 11.H. of this Agreement.

B. College/Worksite Committees.

The District and the Union further agree that college/worksite committees shall be convened on an as needed basis, but not less than once each academic year, to discuss worksite issues including but not limited to the topics listed in article 23.A above. Membership on the college/worksite committees should include 2 members from the administration and 2 members from the union and may include one representative from Local 99.

C. Union Representation on Committees.

If the Board of Trustees, Chancellor, Vice Chancellor, or College President appoint a campus/work-site, and/or District-wide advisory committee, for accreditation, budget planning/development, sexual harassment, AIDS education, staff development, and/or Affirmative Action, the Union may appoint at least one (1) member to each of those committees. At least one (1) SEIU Local 99 member, appointed by SEIU Local 99, shall be appointed to each campus, District Office and District-wide Planning and Advisory Committee (PAC) and any other Shared Governance Committee, not identified above, that will have a direct effect on SEIU Local 99 employees.

D. Computer Access for Committee Service.

Whenever a member of the Union is appointed to serve as a Union representative on a district wide or college/worksite committee, such as the Joint Labor Management Benefits committee, computer access will be provided to enable them to carry out their representative role on the committee.

E. Joint Labor-Management Leave Committee.

The District, no later than January 2006, will convene a Joint Labor-Management Leave Committee comprised of one representative from each of the District's classified employee unions, selected by the respective unions, and the Associate Vice Chancellor of Employee and Labor Relations *[sic]*.

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

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

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

- F.** The District may invite the Union or the Union may request to appoint at least one (1) Unit member to any selection/hiring committee/panel for the following positions: Chancellor, Deputy Chancellor, Vice Chancellors, Director of Business Services, Director of Diversity, Director of College Facilities, College President, Vice Presidents.

G. Release/Compensatory Time

The bargaining unit members of these committees shall have release time to carry out the obligations of this Article.



LOS ANGELES CITY AND COUNTY SCHOOL EMPLOYEES UNION, LOCAL 99, S.E.I.U

EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the 19th day of November, 2021

LOS ANGELES COMMUNITY COLLEGE DISTRICT

LA CITY AND COUNTY SCHOOL EMPLOYEES UNION, LOCAL 99, S.E.I.U.

DocuSigned by: Steven F. Veres
By: Steven F. Veres, President
Board of Trustees
DocuSigned by: Francisco C. Rodriguez, Ph.D.
By: Francisco C. Rodriguez, Ph.D.
Chancellor
DocuSigned by: Mercedes Gutierrez
By: Mercedes Gutierrez,
Interim Vice Chancellor, Human Resources
DocuSigned by: Mary Gallagher
By: Mary Gallagher, Chief Negotiator
President, Los Angeles City College
DocuSigned by: Seher Awan
By: Seher Awan, President
Los Angeles Southwest College
DocuSigned by: Myeshia Armstrong
By: Myeshia Armstrong, VP, Administrative Services
East Los Angeles College
DocuSigned by: Silvia Barajas
By: Silvia Barajas, VP, Administrative Services
West Los Angeles College
DocuSigned by: Annie Reed
By: Annie Reed, Interim Dean
Employee and Labor Relations

DocuSigned by: Manny Rangel
By: Manny Rangel, Chief Negotiator
S.E.I.U. Local 99
DocuSigned by: Christzann Ozan
By: Christzann Ozan
Los Angeles Trade-Technical College
DocuSigned by: Emiliano Paniagua
By: Emiliano Paniagua
Los Angeles Trade Tech College
DocuSigned by: Shytovia Jernigan
By: Shytovia Jernigan
East Los Angeles College
DocuSigned by: Irma Lopez
By: Irma Lopez
Los Angeles Mission College
DocuSigned by: Ismael Villanueva
By: Ismael Villanueva
Los Angeles City College
DocuSigned by: Carlos Diaz
By: Carlos Diaz
Los Angeles Harbor College
DocuSigned by: James Bradley
By: James Bradley
Los Angeles Southwest College
DocuSigned by: Keon Hamilton
By: Keon Hamilton
Los Angeles Southwest College
DocuSigned by: Lawrence Shepherd
By: Lawrence Shepherd
Los Angeles City College

APPENDIX A: UNIT 2 – MAINTENANCE AND OPERATIONS

Agriculture Assistant
Agricultural Technician
Automotive Mechanic
Child Development Center Food Services Aide
College Event and Venue Technician
Courier
Custodian
Event Assistant
Gardener
Groundskeeper
Instructional Aide, Vocational Arts
Instructional Assistant – Horticulture
Instructional Media Specialist
Lead Gardener
Maintenance Assistant
Physical Education/Athletic Facilities Assistant (Female)
Physical Education/Athletic Facilities Assistant (Male)
Pool Operations Technician
Senior Agriculture Technician
Theater Management Assistant

APPENDIX B: DOMESTIC PARTNER POLICY AND FORMS FOR HEALTH INSURANCE

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 Benefits Section, Human Resources 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 17IA, 2 or IIIC, 1 and 2, and one of the following is true:

- a. the child becomes a legally adopted child of the employee
- b. the employee retains legal guardianship of such child
- c. the domestic partner is the natural or adoptive parent or legal guardian of the child, and the employee shows proof that such child is not otherwise eligible for health benefits.*

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 Benefits 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 Benefits 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.

* *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.*

LOS ANGELES COMMUNITY COLLEGE DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____ declare that _____
(print) name and SSN (print) name of domestic partner and SSN

and I are domestic partners, and we declare that we meet the following criteria of Domestic Partnership:

1. We share the same regular and permanent residence, and have been living as a couple in the same household for at least 12 months; and
2. We have a close personal relationship in lieu of a lawful marriage; and
3. We have agreed to be jointly responsible for basic living expenses, as defined below, incurred during the partnership; and
4. We are not married to anyone; and
5. We are both eighteen (18) years of age or older; and
6. We are not related by blood as close as would bar marriage; and
7. We are mentally competent to consent to a contract; and
8. We are each other's sole domestic partner and are responsible for each other's common welfare; and
9. We acknowledge joint ownership of acquisitions since the start of the partnership, to an extent equal to that pertaining to community property in the case of marriage. We are aware that we have been advised to consult an attorney regarding the possibility that the filing of this Affidavit may have other legal and/or financial consequences, including the fact that it may, in the event of termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.
10. We declare that any dependent child of the domestic partner, to be eligible for coverage, is not otherwise eligible for health benefits.

Employees are advised that unless the domestic partner is also considered the employees dependent for tax purposes under Section 152 of the Internal Revenue Code, the Internal Revenue Service currently treats as imputed income to the employee the value of the health coverage provided to domestic partners and their dependents, if any. Employees are advised to review the consequences of electing this benefit with their own tax advisors.

"Basic living expense" means the cost of basic food, shelter, medical care, clothing, and any other expenses of the common household. The partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them.

It is understood that:

1. This declaration shall be terminated upon the death of the domestic partner of the employee or by a change of the circumstances attested to in this Affidavit.
2. We agree to notify the Health Benefits Section of the LACCD if the domestic partnership no longer meets all of the criteria attested to in this declaration within thirty-one (31) calendar days of the change by filing a Declaration of Termination of Domestic Partnership.
3. Following filing of a Declaration of Termination of Domestic Partnership, I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period for filing a second Affidavit of Domestic Partnership with respect to a partner as to whom I previously filed both an Affidavit of Domestic Partnership and a Declaration of Termination of Domestic Partnership.

Acknowledgements:

1. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit, or failure of the employee to notify LACCD Health Benefits Section of any changes resulting in the partnership no longer meeting the criteria herein or in Appendix E of the Agreement, within the time limit provided, may bring a civil action against either both of us to recover their losses, including reasonable attorney's fees.
2. We have provided the information in the Affidavit for use by the LACCD Health Benefits Section for the sole purposes of determining our eligibility for domestic partner health benefits.
3. We affirm, under penalty of perjury, that the assertions in the Affidavit are true to the best of our knowledge.

Employee/Retiree Signature Date

Address City State Zip Code

Domestic Partner Signature Date

Domestic Partner Address City State Zip Code

(Seal)

Signature Notary Public

Commission Expire

LOS ANGELES COMMUNITY COLLEGE DISTRICT
DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, declare, under penalty of perjury,
(print) name of employee/social security number
that the Affidavit of Domestic Partnership attested to and signed by me on _____
date of declaration
is terminated as specified below:

Name of Domestic Partner: _____

Termination of the Affidavit of Domestic Partnership is due to:

() change of circumstances attested to in the Affidavit of Domestic Partnership

() termination of domestic partnership on _____
date

() death of domestic partner on _____
date

() marriage to domestic partner on _____
date

I shall mail a copy of this signed statement to my surviving former Domestic Partner within 14 days of signing this notice.

I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period required for filing a second Affidavit of Domestic Partnership with respect to a partner as to whom I previously filed both an Affidavit and a Termination of Domestic Partnership.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signed: _____

Witness: _____

Print: _____

Print: _____

Date: _____

Date: _____

APPENDIX C

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

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. QUALITY OF WORK: Employee demonstrates job knowledge and is accurate, neat, well organized, and thorough.				
2. QUANTITY OF WORK: Employee is productive and meets reasonable standards				
3. WORK HABITS: Employee shows good daily attendance is punctual, orderly, complies with rules, regulations and instructions and works without immediate supervision.				
4. PERSONAL QUALITIES: Employee uses good judgment, shows initiative, is professional in manner and demeanor and adapts to emergency and new situations.				
5. RELATIONSHIP WITH OTHERS: Employee works effectively and courteously with fellow employees, students and the public.				
6. SUPERVISORY QUALITIES (if applicable): 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. OTHER FACTORS NOT LISTED ABOVE (Attach additional sheets if necessary)				
8. OVERALL PERFORMANCE RATING (*A-consider Notice of Outstanding Performance) (*C-consider Notice of Unsatisfactory Performance)				OVERALL ASSESSMENT

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

1. **An Evaluation shall be completed for:**
Each regular classified employee. 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:**
The employee's Supervisor is responsible for completing the evaluation. 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:**
Placing a check mark (✓) in the appropriate box (Needs Improvement 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 exceed 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 Supervisor.
 - The Supervisor shall explain the kind of work performance expected.
 - The Supervisor 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 Supervisor and the employee may discuss any questions that the employee 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 a copy of the performance evaluation form for the campus personnel file.
 - F. Give the employee a 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. **Needs Improvement:** 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.

APPENDIX D

LOS ANGELES COMMUNITY COLLEGE DISTRICT
NOTICE OF OUTSTANDING WORK PERFORMANCE

INSTRUCTIONS FOR PREPARING NOTICES OF OUTSTANDING WORK PERFORMANCE

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

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

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

Name _____ Employee Number _____
Last First

College/Division _____ Classification _____

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

Signature of Supervisor	Title	Date
Signature of Employee	Title	Date
Signature of Reviewer (Optional)	Title	Date

LACCD Form 80.21 (Rev. 4-12-2006)

APPENDIX E

LOS ANGELES COMMUNITY COLLEGE DISTRICT
NOTICE OF UNSATISFACTORY SERVICE FOR CLASSIFIED EMPLOYEE

Name _____ Employee Number _____
College/Division _____ Classification _____

This Notice is issued for the period from _____ to _____

Recommendation for discipline (if any): _____

NOTE: Attach appropriate "Recommendation" form: C2005 - Suspension; C2012 - Demotion; C2004 - Dismissal

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

Immediate Supervisor _____ Date _____

Employee _____ Date _____
My signature indicates that I have received a copy of this Notice, and not that I necessarily agree with its content. I understand that I may forward a written statement to the Office of Employer-Employee Relations that will be attached to the original Notice in my Personnel File.

Next higher level Supervisor _____ Date _____

President, Vice Chancellor _____ Date _____
Or Chancellor

Witness _____ Date _____
(in the event employee Refuses to sign Notice)
Note: If employee is unavailable to sign, please send to Employer-Employee Relations for issuance by certified mail

LACCD Form C1065-6 7/02

INSTRUCTIONS FOR PREPARATION AND ISSUANCE OF NOTICE OF UNSATISFACTORY SERVICE FORM

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

APPENDIX F

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
EMPLOYEE GRIEVANCE FORM**

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

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

GRIEVANCE

7. Step 1 Authority

Name	Job Title
------	-----------

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

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

Signature of Grievant Date

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

LACCD Form C2024-1 1/92

APPENDIX G: ACCUMULATIVE OVERTIME LOG (AOTL)

Accumulative Overtime Log (AOTL)

Classification: _____

Employee Name	Preferred Method of Contact	Date Overtime was offered	Employee's Response (Accepted/ Denied)	Event Date	Start Time	End Time	Hours Worked	Assignment (event if applicable)	Special Skill (If Applicable)
Ex: Jane Doe	Call Cellphone	12/9/2014	Accepted	12/13/2014	8 a.m.	2 p.m.	6	Stadium	

APPENDIX H: CLASSIFIED CAREER DEVELOPMENT GUIDELINES

I. Purpose

To provide permanent, regular, full-time classified employees the opportunity to maximize their career potential by commencing career development programs which will assist them in their present position and/or help them qualify for a more satisfying position within the Los Angeles Community College District.

II. Definition

Career development (as opposed to in-service training) is a program elected by employees for their personal career growth and development which will assist them in their present positions or may lead to other positions within the Los Angeles Community College District. (To be considered for any classified positions in the District an employee must meet the entrance qualifications for the classification established by the Personnel Commission.)

III. Eligibility

All permanent, regular, full-time classified employees shall be eligible to participate in this program.

IV. Program Operation

The period of time established for the District's Career Development Program is from September through June of each year.

V. Release Time

All permanent, regular, full-time employees with approved career development programs who elect to take courses during their working hours may be released up to five hours per week during working hours. Such employees must make up one-half of the time granted for training on a weekly basis. Career development programs and make-up time shall be arranged according to a schedule mutually agreeable to the employee and supervisor. Lunch and rest break periods cannot be used as make up time. Employees should be encouraged to take classes at times which are convenient to the work schedule at their location.

VI. Activities Suitable for Career Development

The following activities may be considered suitable for personal career growth and development.

- a. Completion of job-related courses, credit or non-credit, to enhance the employee's capabilities in the current position. The subject matter of the course should relate directly to the job or duties assigned to the employee.
- b. Participation in workshops, seminars or conferences which relate to the employee's professional or career growth within the District.
- c. Completion of credit or non-credit courses which are directly related to promotional positions within the Los Angeles Community College District. The subject matter of the courses should meet the educational

requirements of positions for which employees are striving.

- d. Completion of a degree program at an accredited institution of higher learning for eventual promotion into a position in the District requiring a higher degree.

(Under special circumstances, a provision for tuition reimbursement under Personnel Commission Rule 831 may be requested. Prior approval is required by the employee's immediate supervisor and the college president or division head involved.)

VII. Career Development Procedures

Each college and the administrative offices shall have a career development advisory committee which will assist in the development and implementation of career development. The committee will be composed of at least three management persons, classified or certificated, appointed by the Chancellor at the administrative offices and the president at each college. The committee will assume the responsibility of reviewing career development requests which are denied and appealed. The committee will make recommendations regarding such requests to designated administrators.

- a. Employees must fill out and submit to their supervisor, a "Career Development Request and Career Plan" (AAPS F-19) at least a month prior to class registration to allow supervisors to have a workable schedule for their office. The privilege of released time may be exercised only upon authorization by the designated administrator.
- b. After review and recommendation, the supervisor forwards form AAPS F- 19 to his or her administrator (designated administrator) for action.
- c. After action by the administrator, the administrator's office makes copies for employee's career development file and the location's Affirmative Action Representative, and returns the form to the supervisor.
- d. Supervisor notifies employee of the outcome of request as soon as possible. If the request is denied, the reason(s) shall be stated on the career development form.
- e. If the request is denied by the supervisor or designated administrator on the basis of work circumstances, the employee may appeal to the next level of authority. If the request is denied based upon the appropriateness of the course or content in relation to the career goal, the employee may then appeal to the Career Development Advisory Committee. A denial appeal from the appropriate administrator or the Career Development Advisory Committee may be appealed to the president or division head whose decision shall be final.
- f. Requests that are denied may be amended and resubmitted or new requests may be submitted by the applicant at a later date for consideration.
- g. Upon the completion of, or withdrawal from a course, a copy of the employee's grade report, or Form AAPS F-20, shall be submitted to the supervisor and forwarded to the appropriate office for inclusion in the employee's career development file to indicate progress toward the career goal.

- h. Completion of courses under this program will not relieve an employee of the need to meet the current entrance qualifications of the class for which applying.
- i. If an employee drops the class, the employee must immediately inform the supervisor and the privilege of released time will cease. Failure to comply with this notification requirement will result in the employee having to make up or reimburse the District for total hours allowed from the time the employee dropped the class.
- j. Modifications and extensions of original requests because of illness or emergency situations directly involving the employee may be granted by the designated administrator upon written request.

Los Angeles Community College District Career Development Request

The District Career Development Program is designed to provide regular, full-time, permanent, classified employees the opportunity to maximize their career potential within the Los Angeles Community College District. The program permits employees with approved programs to take up to five hours per week during working hours for career development with one-half of the time to be made up. Approval of Career Development Plans or completion of Career Development

Programs will not automatically entitle an employee to any position with the District. Please complete the form and submit it to your supervisor for consideration. A new request form must be submitted each semester.

1. _____

Last Name	First Name	Job Classification
-----------	------------	--------------------
2. Career Goal: _____
3. If Degree or Certificate is not required for this goal, complete the following:
 - a) Skills to be improved:
 - b) Class/Workshop/Conference requested:
 - c) Sponsor:
4. If Degree or Certificate is required for this goal, complete the following:
 - a) Type of Degree or Certificate:
 - b) Major:
 - c) Class Requested:
 - d) College or University:
5. This program is scheduled from: _____ to _____

Day	Mo	Year	to	Day	Mo	Year
-----	----	------	----	-----	----	------
6. Day(s) of class: _____, Time Begin _____ End _____

My acceptance into the Career Development Program is based on compliance with the District's Career Development Program Guidelines which are available at each location. If my class is scheduled during working hours, I agree to make up one-half of the time spent in class on a weekly basis according to the following schedule:

Day	Time	Day	Time	Day	Time
-----	------	-----	------	-----	------

Signature _____ Date _____

Supervisor Approved _____ Denied _____ Signature _____ Date _____

Designated Admin Approval _____ Denied _____ Signature _____ Date _____

Request denied because: _____

Career Development Plan

A Career Development Plan is essential to determine whether the career goal will assist employees in their present positions or may lead to other career positions within the Los Angeles Community College District. Once a Career Plan had been approved, it should be updated or modified by the employee as needed. Assistance in developing a plan is available from counselors in the College Career Counseling Center or the Office of Staff Development Programs and Services, for District Office employees. Employees should keep a copy of their approved Career Development Plan for reference.

Approved requests for release time during working hours for career development will be based on the office work schedule each semester.

Briefly describe your career goal: _____

List the courses required to accomplish your career goal and the expected dates of completion.

Course	No. of Units	Expected Date of Completion
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a request is denied, employees have the right to appeal to the appropriate administrator or the Career Development Advisory Committee.

Los Angeles Community College District Career Development Class Completion

This form should be completed and turned in to the supervisor by the employee for their career development file only in case of withdrawal from the course or if a grade card, transcript, or other verification of class completion is not given.

_____ has been enrolled in
Name

_____ and
Class, Workshop, etc.

has/has not (cross one out) successfully completed this program with a grade of _____.

Date class began _____, Ended

Total number of hours of the course

Instructor's Signature

Date

APPENDIX I: SHOE ALLOWANCE REIMBURSEMENT FORM



LOS ANGELES COMMUNITY COLLEGE DISTRICT
INTER-OFFICE CORRESPONDENCE

Date:

To: DISTRICT ACCOUNT PAYABLE

From:

Re: SAFETY SHOE REIMBURSEMENT- SEIU Local 99 Employees

The employee listed below has purchased the required safety shoe and is entitled to up to \$160 reimbursement per Fiscal Year, per Article 11 Section J of the Agreement between the Los Angeles Community College District and County School Employees Union Local 99, S.E.I.U. The original receipt is being presented within the 60 calendar days of the purchase. The original receipt is attached as proof of purchase.

PLEASE SELECT ONE:

- Self-purchase from the District's Approved Vendor List-see back of form for list of vendors,
- Self-Purchase (please note that not using the Approved Vendor List may delay the shoe reimbursement process and additional documentation),

OR

- Self-Purchase for special circumstances (ADA accommodation documentation required)

Charge this expenditure to account: _____(WBS/cost center)

This transaction is for the amount of \$ _____ for Fiscal Year _____

Employee Name (print) _____ Employee No.: _____

APPROVED BY : _____
Supervisor Name/Signature

APPROVED BY : _____
Vice President Name/Signature

Approved Vendor List

The hyperlinks below depict footwear that complies with the Local 99 collective bargaining agreement and Cal/OSHA rules*:

1. Red Wing Shoes:

http://www.redwingshoes.com/assets/content/redwingshoes/page/crv.html?utm_source=rwsc&utm_medium=rotational-banner&utm_campaign=crv-collection&utm_content=curved-design

2. Industrial Shoe Company:

<http://www.industrialshoecompany.com/>

3. Wolverine:

<http://www.wolverine.com/US/en/work-boots/?CID=MAR-wolverine%20boots-e-Brand>

4. Craftsman:

<http://www.craftsman.com/search=WORK%20SHOES>

5. Timberland:

http://www.timberland.com/timberlandpro.html?S:M:TMS:timberland_work_shoes:TBL

* §3385(c)(1) Protective footwear for employees purchased after January 26, 2007 shall meet the requirements and specifications in American Society for Testing and Materials (ASTM) F 2412-05, Standard Test Methods for Foot Protection and ASTM F 2413-05, Standard Specification for Performance Requirements for Foot Protection which are hereby incorporated by reference.

APPENDIX J: MEMORANDA OF UNDERSTANDING (MOUs)

Memorandum Of Understanding #1 - Process for Hiring Substitutes

Memorandum of Understanding Between the

Los Angeles Community College District


and the

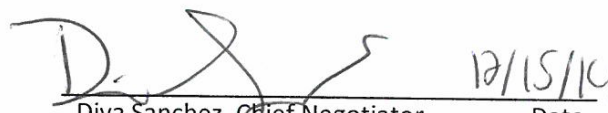
Los Angeles City and County School Employees Union, Local 99, S.E.I.U.

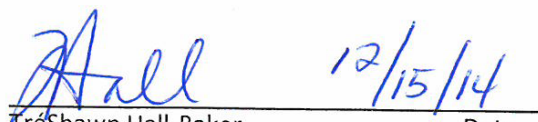
December 15, 2014

Process for Hiring Substitutes

The District, Personnel Commission and the Union shall meet upon ratification of the collective bargaining agreement to review the process previously established in 2012 for hiring substitute custodians. Based on the review, a process shall be implemented no more than 60 calendar days from the approval of the new collective bargaining agreement.


Albert Román, Chief Negotiator
District
12/15/14
Date


Diva Sanchez, Chief Negotiator
S.E.I.U Local 99
12/15/14
Date

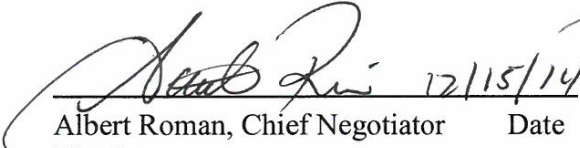



TréShawn Hall-Baker
Co-Chief Negotiator
12/15/14
Date

Memorandum Of Understanding #2 - Attendance and Punctuality

**Memorandum of Understanding Between the
Los Angeles Community College District
and the
Los Angeles City and County School Employees Union, Local 99, S.E.I.U.
December 15, 2014**

Attendance and Punctuality

The District and Union shall meet upon ratification of the collective bargaining agreement to develop a policy that addresses excessive absences and tardiness for Local 99 members. The policy shall be developed no more than 60 calendar days from the approval of the new collective bargaining agreement. The policy shall address the guidelines and expectations with regards to attendance and punctuality and shall stipulate suggested performance management measures for violation of the policy.

 Albert Roman, Chief Negotiator District	12/15/14 Date	 Diva Sanchez, Chief Negotiator S.E.I.U. Local 99	12/15/14 Date
 Tre'Shawn Hall-Baker Co-Chief Negotiator	12/15/14 Date		

APPENDIX K: HARASSMENT (NON-SEXUAL) COMPLAINT FORM



LOS ANGELES COMMUNITY COLLEGES
HUMAN RESOURCES
770 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017

**HARASSMENT (NON-SEXUAL)
COMPLAINT FORM**

A hostile work environment exists when there is specific evidence of a pattern or practice of verbal or physical behavior, which would be offensive to a reasonable person, and which is severe and pervasive enough to adversely affect an employee's work environment or is so egregious it warrants immediate action.

Name _____ Date _____

Worksite _____ Employee # _____

Department/Division _____

Shift _____ Office Hours _____ Ext. _____ Home Phone _____

Status: Permanent _____ Probationary _____ Part-time _____ Other _____

Job Classification _____

Nature of Complaint (Describe briefly: Who? What? When? Where? Why?)
(Attach additional sheets if necessary)

Relief/Remedy Sought (Attach additional sheets if necessary)

Submitted to immediate supervisor or to the next higher level supervisor:

Name _____ Date _____

Complainant's Signature _____

Copy to: College President / Department Head

DO NOT USE THIS FORM If you are physically injured or the victim of a crime; you should file a Workers' Compensation Claim and/or a police report.

LACCD Form HR R-901 02/24/2022