



AGREEMENT

Between the

Los Angeles Community College District and the
Los Angeles and Orange Counties Building and
Construction Trades Council

July 1, 2023 – June 30, 2026

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Preamble

The Los Angeles Community College District Board of Trustees, together with its administrative staff and representatives (hereafter referred to as the “District”) and the Los Angeles and Orange Counties Building and Construction Trades Council, AFL-CIO, together with its officers and representatives (hereafter referred to as the “Council”), hereby enter into this Agreement in a spirit of mutual commitment to enhance welfare, excellence, and prestige of the Los Angeles Community College District and join in dedication to the students and community we are pledged to serve.

Article 1 Recognition

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

Article 2 Agreement

- A. The Articles and Provisions contained herein constitute a bilateral and binding agreement by and between the District and the Council.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- C. The provisions of this Agreement shall be effective on the date it is approved and executed by the parties except as specifically provided otherwise in this Agreement and shall continue in full force and effect until June 30, 2026.

Article 3 Non-Discrimination and Commitment to Diversity

A. Nondiscrimination

The District and the Council 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, veteran status, or sexual orientation, and to the extent prohibited by law no employee shall be discriminated against because of age, sex, or physical handicap.

B. Diversity Policy

1. The District and the Council shall strive to maintain a Crafts Unit workforce that is diverse and reflective of the populations served by the District.
2. Any and all appeals concerning or relating to this Article shall only be filed with the District's Office of Diversity Programs and Services, in accordance with the appeal procedure found in the District's Diversity Program, and shall not be subject to the grievance and arbitration provisions of Article 18. Filing of concerns or complains is an online process available at [Office for Diversity, Equity, Inclusion, and Accessibility | LACCD](#).

Article 4 Management Rights

- A. It is understood and agreed that the Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority of management as indicated in California Government Code Sections 3540-3549.3. Subject to the terms and conditions of this Agreement, the management, direction, supervision, and control of the Los Angeles Community College District operations, working force and facilities are exclusively vested in the Board of Trustees. Without limiting the generality of the foregoing, the Council recognizes that, subject to the express provisions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, assign, suspend, transfer, lay off, discipline or discharge employees; to determine the means and methods by which work is to be performed; to determine job classifications and standards of performance; to introduce or discontinue any program or facilities, including the right to contract out work performed by employees covered by this Agreement in accordance with applicable law; and the right to require employees to observe Board Policies, Administrative Procedures, and Regulations not inconsistent with this Agreement, are all vested exclusively in the Board of Trustees of the Los Angeles Community College District.
- B. It is further understood and agreed that all rights heretofore exercised by, or inherent in the Board of Trustees, not expressly contracted away by the terms of this Agreement, are retained solely by the Board of Trustees; and that should the Board of Trustees (employer) fail to exercise any of said rights or exercise them in a particular manner, it shall not be deemed to have waived such rights or be precluded thereafter from exercising them in some way or manner.
- C. The Board of Trustees may legally delegate or assign any District rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.

Article 5 Renegotiation

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 proposals, negotiations shall commence not later than fifteen (15) working days after all conditions of Government Code Section 3547 are met. The District shall implement the request for renegotiations in accordance with its Collective Bargaining Initial Proposal Procedure.

Article 6 Severability

- A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement. This Article shall not be subject to the grievance provisions of Article 18.

Article 7 Waiver

- A. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- B. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except those matters defined by law to be within the scope of bargaining.

Article 8 Council Rights

- A. The Council shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Council.
- B. The Council shall be entitled to a representative at all public Board of Trustees meeting and shall be allowed to speak on any agenda item in accordance with existing Board Policies.
- C. The District shall furnish to the Council, upon written request, all available information that is available to the public concerning items affecting the Unit subject to a reasonable charge.
- D. A reasonable number of shop stewards not to exceed one (1) shop steward per shift per location shall be designated by the Council in writing; such list shall be provided to the Office of Employee and Labor Relations on or before July 1 of each year. Additions to or deletions from the list shall be reported in writing to the Office of Employee and Labor Relations as they occur. Said shop steward shall be granted reasonable released time for the purpose of representing employees in grievance resolutions, and to attend committees appointed to by the Council.
- E. In order to facilitate the implementation of this Article, the District agrees to provide the Council with a listing of Crafts Unit employees' names, addresses, telephone numbers, and classification titles at least once each month. Such names and addresses received by the Council through this provision shall only be used for the implementation of this Article and for no other purpose.
- F. The Council shall be allowed one (1) representative on each campus shared governance committee that deals with issues directly and specifically relevant to the Crafts Unit, one (1) representative on the District Budget Committee (DBC) and one (1) representative on the Joint Labor Management Benefits Committee. Crafts Unit committee members shall be appointed by the Crafts Unit.
- G. Subsequent to mutual consent on the format, 50 copies of this Agreement shall be printed at shared expense and provided to the Council for distribution to the Crafts unions. District shall also provide to the Council an electronic version of the Agreement. The District shall distribute a copy to all new employees.

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

Article 9 Organizational Security

- A. The District shall deduct and make appropriate remittance to the Council all dues as regulated by the dues structure of the Council, within thirty (30) days of the deduction, in accordance with the following:
1. The District shall deduct union dues for those unit members who have the appropriate union dues deduction card on file with the District Payroll Services.
 2. The District shall not be liable to the Council by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The Council agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article, or, in reliance of any list, notice certification or authorization furnished under this Article. The Council, in addition, agrees it should refund to the District any sums paid to it in error.

Article 10 Hours and Overtime

A. Workweek and Workday

1. The normal workweek shall consist of not more than five (5) days and not more than forty (40) hours per week, Sunday through Saturday. The regular workday shall consist of not more than eight (8) hours per day. Nothing in this Article shall be deemed to restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
2. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours, or preclude the District from establishing a ten (10) hour per day, forty (40) hour per week schedule for any or all employees in accordance with Education Code section 88031. If a ten (10) hour per day, forty (40) hour per week schedule is established for employees, the overtime rule, Article 10, Section B., shall be applicable in excess of ten (10) hours in one day rather than eight (8) hours as indicated. Employees assigned to work a four (4) day, forty (40) hour per week schedule shall revert to a five (5) day, forty (40) hour per week schedule during any week in which a holiday occurs. The District and the Council may consult on additional alternative means of scheduling employees' workweeks who are assigned to four/forty (4/40) work schedules or nine/eighty (9/80) work schedules.
3. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District. An employee's shift may not be changed permanently unless they are given twenty (20) working days written notice. A permanent shift change is defined as any shift change which will last in excess of twenty (20) working days. Employees' regular work schedules must include at least two (2) consecutive days off. An employee who is assigned on a temporary shift shall receive the highest of either their regular shift differential or the temporary shift differential.
4. Nothing contained in this Article shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.
5. For the purpose of computing hours worked, time during which an employee is excused from work because of holiday, vacation, or paid leaves or paid absences, shall be considered as time worked by the employee.
6. Any employee who is required to work a variable shift shall be allowed at least twelve (12) hours of rest between the completion of any one (1) day assignment, including overtime hours, and the beginning of the next day's assignment. Any employee receiving less than twelve (12) hours rest will be compensated up to eight (8) hours at the rate of time and one half for each hour or fraction of an hour by which the twelve

(12) hour rest period is reduced. These payments will be made by compensated time off or cash.

B. Overtime

1. Overtime shall be compensated as either cash payment or compensatory time off (CTO), at a rate equal to time and one-half ($1\frac{1}{2}$) the regular rate of pay of the employee who worked overtime. If compensatory time off is granted in lieu of cash payment, such compensatory time off shall be taken by the employee before the end of the fiscal year in which the overtime was worked. The compensatory time off shall be taken at a time convenient to the employee provided that it is scheduled in advance, and as determined by their supervisor, would not unduly interfere with the operation of the unit. If the employee and their supervisor cannot agree on scheduled time off for compensatory time, the employee shall be required to take the time off within the next pay period. If an employee and their supervisor agree that the employee cannot fully exhaust their CTO balance by the end of the fiscal year, the employee may carry forward up to 240 hours of CTO past June 30th. The CTO balance carried forward must be used by August 31st or it will be paid to the employee in cash within four subsequent pay periods.
2. Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular rate of pay, or compensatory time off, for work authorized and performed in excess of eight (8) hours in one day and in excess of forty (40) hours in any workweek.
3. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
4. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

5. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, they shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.
6. To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed.
7. Assignments to the following classes by reason of their variable daily hours are excluded from the time and one-half provisions of this Article, for hours worked in excess of eight (8) hours a day, but are not excluded from overtime compensation for hours worked in excess of forty (40) hours per week: Performing Arts Technician, Costume Maker.
8. The District and the Council will comply, as appropriate, with the Fair Labor Standards Act.

C. Call Back

1. Full-time employees who are called back to work, after leaving the work site, outside their regular work hours, shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate.
2. In the event an employee is assigned to perform work outside their regular hours of employment, on an emergency or non-scheduled basis as distinguished from a scheduled overtime basis, the performance of which involves the operation of their automobile from their home, they shall be entitled to receive reimbursement for total mileage traveled in connection with such assignment.

D. Lunch Breaks and Rest Periods

1. Lunch Breaks

All employees covered by the Agreement who work four (4) hours a day or more shall be provided an uninterrupted daily unpaid thirty (30) minute lunch break to be scheduled at approximately the halfway point on their work schedule. The unpaid lunch break may be extended for a period of no longer than one (1) hour as determined by the District. Unless the employee is relieved of all duty during the specified lunch break, such break shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty.

2. Rest Periods

All employees who work six (6) hours or more but less than seven (7) hours a day, shall be granted a fifteen (15) minute rest period. All employees who work seven (7) hours or more a day shall be granted two (2) daily fifteen (15) minute rest periods. Such rest periods shall be taken in accordance with a posted schedule but not during the first or last hour of the assignment. The rest periods shall not be used to lengthen the lunch breaks or to shorten the workday.

E. Additional Employment as an Adjunct Instructor

Classified employees may accept an offer to teach credit or non-credit courses in any term. A full-time classified employee must have the approval of the appropriate vice president or their designee to accept additional employment as an adjunct instructor.

If the teaching assignment falls within the employee's regular working hours, the employee may request to adjust their schedule such that they are free to provide instruction during that time. Such adjustments may include a reduction in the regular work or scheduling of the regular work around the course time and be approved by the appropriate vice president or their designee.

1. If the employee has reduced their regular work proportionate to the FTE of the instructional assignment, the employee will be compensated at the standard adjunct rate for classified employees, column L on the appropriate DESK or FESK adjunct pay scales.
2. If the employee has not reduced their regular work, overtime shall be calculated at a blended rate, per FLSA guidelines. A blended rate is the weighted average of the employee's classified pay rate and the adjunct rate, multiplied by 1.5.

Article 11 Holidays and Additional Paid Time Off

- 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 which come within the employee's assignment period, subject to the conditions listed in 11.A.1. through 11.A.3.

Holiday	Day Observed
New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	Third Monday in January
Lincoln Day*	February 12
Washington Day	Third Monday in February
Cesar Chavez Day	March 31
Genocide Remembrance Day*	April 24
Memorial Day	Last Monday in May
Juneteenth*	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day*	Between December 26 and December 30
Veterans Day*	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

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

***Genocide Remembrance Day** shall be observed on April 24 unless an action of the Board of Trustees provides for a different day.

***Juneteenth Day** shall be observed on June 19 unless an action of the Board of Trustees provides for a different day.

***Admission Day** shall be observed between December 26 and December 30, or another date so specifically declared by the Board of Trustees.

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

1. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article 13.J. shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
 2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to a holiday in place of a holiday observed on the employee's regularly scheduled day off.
 3. An employee in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the school holiday of December 24 and December 31 shall receive pay for the four (4) holidays (Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day).
- B. When a holiday falls on the first day of an employee's weekend (usually Saturday), the holiday shall be observed on the preceding working day (usually Friday).
- C. When a holiday falls on the second day of an employee's weekend (usually Sunday), the holiday shall be observed on the following working day (usually Monday).
- D. On July 1st of each year, the District shall grant employees two (2) days of paid time. Bargaining Units may designate these 2 days as Wellness Days, Paid Annual Leave, or days in recognition of culturally significant State and federal holidays, as specified by the Bargaining Unit. The Council has chosen to designate this time as Paid Annual Leave.
1. Unit members shall be granted two (2) Paid Annual Leave days each fiscal year. These days do not accrue year over year.
 2. Unit members shall give their supervisor a minimum of two (2) days written notice prior to taking a Paid Annual Leave day.
 3. Employees who have resigned or are terminated from their employment with the District will not receive pay for any unused Paid Annual Leave, nor can employees take Paid Annual Leave during their resignation notice period.

Article 12 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	Vacation Accrual Factor Based on 40 Hour Workweek Excluding Overtime	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 years but less than 9 years	.05770	15
9 years but less than 10 years	.06155	16
10 years but less than 11 years	.06539	17
11 years but less than 12 years	.06923	18
12 years but less than 13 years	.07308	19
13 years but less than 20 years	.07693	20
20 years or more	.09232	24

- B. For purposes of this Article, a year is defined as the twelve-month period of time between the start and end of each fiscal year (July 1 to June 30).
- C. In order to be credited with a year of service for the purpose of this Article, an employee must have been in regular status during the appropriate year, as defined above, for at least one hundred thirty (130) days in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness, or military service.
- D. Credits for years of service shall be applied, and vacation accrual rates shall be changed as required by this Article, effective on the first day of the employee's anniversary date of each year when it becomes feasible to implement.
- E. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to one hundred thirty (130) days of paid service in regular assignments. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of one hundred thirty (130) days of paid service.
- F. For purposes of this Article, one hundred thirty (130) days shall be defined as one hundred thirty (130) times the average number of regularly assigned hours per day for the employee.
- G. No vacation or part thereof shall be taken at a lesser rate than one (1) hour at a time.

- H. Vacation shall be taken at a time convenient to the employee provided that it is scheduled in advance, and, as determined by their supervisor, it would not unduly interfere with the operation of the unit or be contrary to established vacation policies or procedures of the unit. However, nothing in this Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in Section 12.I and 12.J.
- I. Employees shall be permitted to accumulate vacation credit up to four hundred (400) hours. Unit employees who have accrued more than 360 hours of vacation and are denied vacation requests of eighty (80) hours or more that are made more than one month in advance may cash out 80 accrued vacation hours of vacation in the year that the vacation request was denied. Cash out requests must be made on or before June 1st each fiscal year. A special cash out request period not to exceed 30 days shall be created upon execution of this agreement.
- J. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be at the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless they have served for the equivalent of more than ninety (90) consecutive working days, or receives specific approval from the appropriate administrator.
- Vacation earned for perfect attendance shall continue to accrue regardless of an employee's vacation balance; however, such accrual shall count toward the 400-hour limit.
- K. On voluntary reduction in status, layoff, or separation from the classified service, the money value of vacation balances shall be paid as a lump sum to permanent employees. In cases where separation is not at the end of a pay period, vacation credit shall be computed through the last day in paid status.
- L. Lump sum vacation payments shall be made on the basis of the hourly equivalent rate for the employee's last regular assignment.
- M. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is paid during the summer as a relief, substitute, or provisional employee, the employee shall earn vacation in accordance with the schedule in Section 12.A. of this Article, whichever is applicable to the position in which 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 have served one hundred sixty (160) hours in their regular assignment.

- O. A permanent employee may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave in order to begin illness leave provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity:
 - 1. The basis of the request for change in leave status and provides appropriate supporting documents including a certification of illness from a licensed physician or other recognized practitioner in case of illness.
 - 2. The probable duration of the requested leave.
- P. The responsible administrator shall take such steps, as they deem necessary, to satisfy them that the paid illness leave was in accordance with Section F. of Article 13.
- Q. A permanent classified employee may be, upon approval of the appropriate administrative authority, permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Section B. of Article 13. Bereavement Leave shall not be extended by use of Personal Necessity Leave.

Article 13 Leaves and Absences

A. General Provisions

1. Leaves and Absence Defined

- a. Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service, unless the employee's service would otherwise have been terminated. Leaves are either "permissive" or "mandatory". As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending days of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.
- b. In this Article, "working days" are considered as beginning on the first day for which leave is claimed at the time the employee usually reports for work through the last day for which leave is claimed until the time the employee usually leaves the job.
- c. All leaves which are charged against accrued illness leave shall be charged on an hour-for-hour basis.

2. Rights Upon Return

An employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that they do not have the least seniority in that class.

3. Restrictions

An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section I., Maternity Leave, of this Article. A continuous period of absence or leave shall not exceed one year without a return to active duty, except as provided in Section D., Child Care Leave, Section F., Illness Leave, Section G., Industrial Accident Leave, and Section J., Military Leave, of this Article.

4. Applications

Applications for permissive leaves of absence must be submitted on or before the dates established by this Article or if not, at least ten (10) working days prior to

commencement of the leave. Exceptions may be made at the sole discretion of the District. Applications for leaves of absence for a period of more than twenty (20) consecutive working days shall be made on a prescribed District form and shall indicate the beginning and ending dates of the requested leave and the reasons for the request.

5. Notification Requirements

- a. Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification shall not be later than the first half (1/2) hour of the first day of absence except in unusual circumstances. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written request covering the period of absence to the appropriate supervisor no later than the third (3rd) day of absence.
- b. All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid.
- c. The District will endeavor to notify unit members once each pay period of their current and accrued leaves totals, including vacation, illness leave and compensatory time.

6. Cancellation or Early Return from Leave

A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless an employee other than a substitute has been assigned. Exceptions may be made at the sole discretion of the District.

7. Expiration of Leave

Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for twenty (20) days but less than ninety (90) days, the employee should make every effort to notify the Personnel Office of 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.

8. Revoking Leaves

A leave of absence may be revoked by the District when the good of the service may require it or when evidence shows that the absent employee is engaged in activities for which leave would not have been granted in the original instance

9. Health Examination

- a. If an employee is absent from duty because of illness or injury for more than five (5) consecutive days, the employee must, before returning to duty, submit a written medical clearance and verification of illness or injury from 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 or medical verification for absences of less than five (5) days, if the District deems necessary, provided that management notify the employee of such a requirement in advance or at the beginning of the leave.
- b. An employee shall be required to report for health examination to the District's designated employee health service provider, when in the judgment of 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.

10. Perfect Attendance

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

B. Bereavement Leave

1. A bereavement leave is an approved absence due to the loss by death of a family member or persons who lived in the same domicile as the unit member at the time of death. For the purposes of bereavement leave, "family member" is defined as the

employee's spouse, employee's spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and the equivalent relatives of the employee's registered domestic partner. Bereavement leave is also granted for absence due to:

- a. Official notice in time of war that a member of the family member is "missing in action,"
- b. Official notice that a deceased family member of the family member is being returned by the armed forces for interment in this country, or
- c. A close friend or fiancée that was not a cohabitant.

2. Length of Leave

Up to five (5) days of paid leave shall be granted to the employee for each qualifying family member or cohabitant lost. Up to five (5) days of unpaid bereavement leave per fiscal year may be granted to attend the funeral of a close friend or fiancée that was not a cohabitant.

Bereavement leave can be used intermittently for up to three (3) months following a family member, close friend, or cohabitant's death. Such leaves do not need to be consecutive and may run adjacent to other leaves, including illness leave.

3. Bereavement Leave allowed under the provisions of this Paragraph requires approval by the appropriate administrator, who shall determine the amount of leave of absence with pay to be granted.
4. A permanent employee may interrupt or terminate a vacation period in order to take Bereavement Leave.
5. The employee shall, to the extent practicable, give their immediate supervisor prior notice of their intent to take Bereavement Leave. In all cases in which the granting of the leave is permissive, prior notification shall be required in order to receive compensation.
6. The employee shall furnish evidence acceptable to their immediate supervisor that leave taken in accordance with provisions of this rule was in connection with bereavement. Appropriate documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The supervisor may take steps necessary to verify the validity of the evidence.

C. Casual Absences

1. College Presidents or Division Heads or their designated representatives may grant to employees permission to be absent without loss of salary for parts of a day not exceeding one-half (1/2) when good reason for such absence exists provided that this power shall not be construed to mean a right to reduce the established number of working hours per month of the employee; and provided further that in no case shall the work of the department be disrupted by the granting of such absence.
2. Subject to the conditions of the above Paragraph, College Presidents or Division Heads or their designee may grant employees permission to be absent without loss of salary for not more than one (1) full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided that the verification of such examination is submitted to the Human Resources Division on the designated form provided by that Division.
3. None of the privileges referred to above shall apply to absence in excess of two (2) hours for which salary benefits are provided in other leaves. It is not the intention of the District that casual absence be denied on a blanket basis by a unit supervisor.

D. Child Care Leave

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

E. Court Subpoena Absence

1. If a regular employee, other than a litigant in the case, is necessarily absent because of their appearance before a grand jury; or, in a criminal case, before a court within the State; or, in a civil case, before a court within the county in which the employee resides, or outside such county if within one hundred fifty (150) miles of their place of residence, in response to a subpoena fully served, no deduction will be made from the employee's salary on account of such absence; provided, that each date of necessary attendance in court or before a grand jury, other than the date specified in the subpoena, shall be certified by the clerk or other authorized officer of such court or grand jury; and

provided, further, that in any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Business Services Division.

2. A regular employee receiving a subpoena shall notify their immediate supervisor as soon as possible after the receipt of said subpoena. Subject to the possibility of making reasonable travel arrangements, the employee shall make themselves available to the District for work during the balance of their normal working day or week when their presence is not required in court, or before a grand jury. If the employee's regular assignment is to other than the day shift, the employee may be reassigned to the day shift. If they are assigned to the day shift, the employee shall be available for work when not required to be in court.
3. Salary for time spent in answering a federal subpoena outside the State of California is subject to the approval of the Board of Trustees.

F. Illness Leave

1. Illness is defined as any pronounced deviation from a normal healthy state which makes it disadvantageous to the District and or detrimental to the employee for them to be at work.
2. A new employee must render service before being entitled to illness leave.
3. An employee who is absent from duty on account of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions:
 - a. Each employee who receives an initial regular appointment will be credited as of the date of their appointment with twelve (12) working days of full-time illness leave and eighty-eight (88) days of half ($\frac{1}{2}$) pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and ninety (90) days of half-pay illness leave for all employees assigned to other than a twelve (12) month position.
 - (1) An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) days of full-pay illness leave until the first day of the pay period after completion of one hundred thirty (130) days of paid service in regular assignments. Half ($\frac{1}{2}$) pay illness leave shall not be paid during this time.
 - (2) Thereafter, they will be credited annually with twelve (12) working days of full-pay illness leave and up to eighty-eight (88) working days of half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) pay illness leave if they are assigned to other than a twelve (12) month position, as of the first (1st) date of the pay period in which July 1 falls.

- (3) There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.
- b. No half ($\frac{1}{2}$) pay illness leave shall be allowed until after all full-pay illness leave is exhausted.
 - c. The number of working days of half ($\frac{1}{2}$) pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and one hundred (100) days, provided that the accumulated working days of full-pay illness leave are less than one hundred (100) days.
 - d. A day of paid illness leave for an employee assigned to a position for less than eight (8) hours a day or forty (40) hours a week shall consist of the number of hours in 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.
 - e. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.
 - f. Employees who are absent because of illness or injury resulting from industrial accidents or industrial illness qualifying under provisions of Workers' Compensation shall be allowed illness leave as provided in Section G., Industrial Accident Leave. Employees who have not completed their initial probationary period and are absent because of industrial accident shall receive whatever paid illness benefits as may be provided by other sections of this Article, within the limitations set forth in Section G., Industrial Accident Leave.
 - g. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.
 - h. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is assigned during the summer as a relief, substitute, or provisional employee, the employee shall be allowed to take illness leave with pay during such summer assignment(s) in accordance with the limitations set forth in the previous paragraphs of this Section.

Nothing in this paragraph shall be interpreted to permit such employees to receive illness leave in excess of the limit established in the preceding paragraphs of this Section.
4. An employee who is absent on account of illness or injury shall sign, on the prescribed form, a statement that such absence was due to illness or injury. Compensation for illness leave shall be paid only when the employee's supervisor certifies on the

prescribed form that such absence was on account of illness or injury. Such official may take steps necessary to verify the validity of the illness leave. Upon obtaining such verification, they shall complete the required certification.

- a. If the employee is absent because of illness or injury for more than five (5) consecutive days, the employee must submit a certificate from a licensed physician or other recognized practitioner certifying such absence to have been on account of illness or injury. Nothing in this paragraph shall be construed to limit management from requiring such certification for less than five (5) days, when it appears to management that the employee is attempting to abuse the illness leave privilege.
 - b. In any case, when an employee is incapacitated and unable to sign the prescribed form, the Human Resources Division may approve an illness leave without the employee's signature.
5. In order to receive compensation while absent on illness leave, the employee must notify their immediate supervisor of their absence within the first half-hour ($\frac{1}{2}$) of each day's absence, if possible. Further, they must submit the appropriate illness leave form(s) and physician's certification, if required, upon return to service.

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

6. If an employee has been absent on illness leave, they shall notify their supervisor at least one (1) day in advance of their expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day. An employee returning to duty shall also be subject to the provisions of Section A.9. Health Examinations.
7. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.
8. An employee shall not be allowed to undertake any gainful employment during any part of a day that the employee has claimed absence due to illness or injury. This restriction shall apply to all hours of a twenty-four (24) hour day, irrespective of the employee's assigned working hours. The employee shall certify on the Certification of Illness or

Injury that they were not gainfully employed during the period of illness or injury absence.

9. Fractions of hours shall not be reported for the purpose of this Article.
10. When a permanent employee has exhausted their full-pay illness credit, they shall, at their request, be allowed vacation pay in lieu of half ($\frac{1}{2}$) 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 on which the request is made, and the number of days to be paid as vacation shall not exceed the employee's vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for illness leave.
11. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves in a year, upon the recommendation of the Human Resources Division and the employee's division head or college president, be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six (6) month periods. The total of all paid and unpaid leave allowed starting with the initial six (6) month leave period should not exceed eighteen (18) months.
 - a. Unless notified to the contrary within thirty (30) days, the employee may properly assume the leave has been granted.
 - b. Denial of the requested leave for medical reasons may be a basis for appeal for an Administrative Review by the Office of Employee and Labor Relations.
12. 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 the 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.
13. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of their 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.

G. Industrial Accident Leave

1. General Provisions

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

2. Paid Industrial Accident Leave

- a. A regular employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker's compensation provided that:
 - (1) They have permanent status; or
 - (2) They are a probationary classified employee who has at least one hundred thirty (130) days of paid service; or
 - (3) The Chancellor or their designated representative has determined that the illness or injury was directly related to the performance of their duties and caused by assault and or battery.
- b. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. A paid industrial accident leave granted under:
 - (1) Paragraphs G.2.a (1). and G.2.a (2) shall be for not more than sixty (60) working days in any one (1) fiscal year.
 - (2) Paragraph G.2.a (3), above, shall be for not more than one (1) calendar year.
 - (3) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the year, in which the injury or illness occurred, for the same injury or illness.
 - (4) Allowable leave shall not be accumulative from year to year.
- c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

3. Illness Leave for Industrial Accident Purposes

- a. If the District's Employee Health Services determines that an employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on illness leave, provided they are eligible.
- b. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment when added to compensation without penalties from the workers' compensation fund.
Accumulated half ($\frac{1}{2}$) pay illness leave shall be reduced by no more than eight (8) hours for any one (1) day, or no more than the employee's basic daily assignment.

4. Vacation Pay for Industrial Accident Purposes

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

5. Industrial Accident Leave Without Pay

After the expiration of all accumulated paid leave privileges, the District's Employee Health Services may approve an employee being placed on an industrial accident leave without pay. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.

6. Return to Service

a. From Paid and or Unpaid Leave

- (1) Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in 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.
- (2) An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

b. From a Reemployment List

An employee on a reemployment list shall have the same rights and benefits as an employee laid off because of lack of work or lack of funds. The reemployment rights of an employee with limited term status only shall be limited to the same status the employee had earned previous to the industrial accident or industrial illness.

7. Reemployment List

- a. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be terminated and their name 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.
- b. An employee who fails to accept an appropriate assignment after being medically approved by the District's Employee Health Services shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class at the time of layoff, in their former status and time basis, and in assignment areas in which the employee has made themselves available.
- c. In cases where there is disagreement between the District's Employee Health Services and the employee's attending physician concerning the employee's ability to return or not to return to work when the decision affects the retention or removal of the employee's name from the reemployment list, the employee may request an Administrative Review which shall include a third medical opinion.

8. Compensation

- a. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Los Angeles Community College District shall not, when added to the normal temporary disability allowance award without penalties granted the employee under workers' compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in their basic daily assignment. An employee who is not permanent shall have their regular salary computed on the basis of the average number of hours worked each pay period in which the employee was in paid status during the preceding twelve (12) pay periods. An employee who receives a salary differential, other than a shift differential, shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one (1) accident or illness.
- b. During all paid leaves resulting from an industrial accident or industrial illness, the District shall issue to the employee appropriate warrants for payment of wages, loss

benefits, salary, and or leave benefits and shall deduct normal retirement and authorized contributions.

- c. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Section.

9. Out of State Travel

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

H. Jury Duty Leave

1. Responsibility of the District

Employees shall be granted a jury leave of absence, the paid portion of the leave not to exceed two (2) weeks during any two (2) consecutive fiscal years, when necessarily absent from work because of an order for jury duty. Jury leave of absence shall be granted by the employee's division head, college president, or their designated representative, unless the employee works under the direct supervision of the Chancellor, in which case the Chancellor shall grant the jury leave.

2. Responsibility of the Employee

An employee receiving an order for jury duty shall:

- a. Notify their 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.
- b. Attempt to arrange to be absent at a time within the limits of the court order convenient to the Chancellor, division head, college president, or their designated representative, provided such absence does not conflict with the employee's scheduled and approved vacation period.
- c. Fill out the forms related to jury leave of absence prescribed by the District.
- d. Present a certification from the clerk of the court or other authorized officer indicating attendance and/or service rendered during each day of absence from work while on jury leave of absence.
- e. Collect all jury fees and remit them to the District Payroll Services of the Los Angeles Community College District, except as follows:
 - (1) Any mileage fee may be retained by the employee.
 - (2) Jury fees earned on days for which the District does not pay the employee.

- (3) When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to their daily gross earnings.
- f. Subject to the possibility of making reasonable travel arrangements, make themselves available to the District for work during the balance of their 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 making themselves available between the hours of 8 a.m. and 5 p.m.

3. Pay Provisions

- a. Except as provided below, the number of hours, the time of day, or the days of the week during which an employee is required to be absent for jury duty shall not be the basis for any overtime or shift differential payment of the District. In addition, pay under this rule is limited to those days and hours for which the employee would otherwise have received pay for their assignment if not excused for jury duty. When an employee makes themselves available to the District for work as set forth in Paragraph H.2.f. above, and is required to work more than eight (8) hours in one (1) day or forty (40) hours in one (1) week, including the hours or days for which they were absent from work or jury leave of absence, they shall be paid for overtime if eligible under other sections of this Agreement.
- b. No employee regularly assigned to a position entitled to a shift differential, shall lose such differential for the time spent on jury duty leave.

I. Parental Leave

- 1. An unpaid parental leave shall be granted to pregnant permanent employees. The duration of such leave may be, subject to approval of the Human Resources Division, upon review and recommendation of the District's Employee Health Services and the employee's attending physician. If an employee is eligible, the medical benefits described in Section Q, Family and Medical Leave, shall be applied concurrently.
- 2. For the period of time during which the employee is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery there from, they shall be permitted to utilize their illness absence pursuant to Section F. of this Article.
- 3. Application for parental leave for a period of more than twenty (20) consecutive working days shall be made on a prescribed form to be used by the Human Resources Division and shall indicate the beginning and ending days of the requested leave.

4. Employees returning from a leave of absence may be required to report to the District's Employee Health Services for a health examination.
5. Employees on parental leave may, upon their request, be returned to work prior to the expiration date of the leave granted but, in any case, shall be assigned to a position not later than the date following the leave granted, in accordance with Paragraph I.3.
6. On return to service within ninety (90) working days, requests shall be granted to return to the same position to which assigned at the time the leave was granted. If the employee's former position has been filled on a regular basis, the employee returning from leave shall have the right to return to a regular position in the class. If there are no regular vacant positions, the employee may exercise bumping rights in the class, if the employee does not have the least seniority in that class.
7. Time spent on parental leave shall not be considered a break in continuous service. This time shall be counted toward seniority for the purpose of:
 - a. Establishing retention lists in the event of a layoff;
 - b. Computing seniority credit for promotional examination.
8. Parental leave of absence without pay may be granted at the discretion of the division head or college president to classified employees during their initial probationary period.

J. Military Leave

1. An appropriate military leave shall be granted to an employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this Article. As used in this Article, "Military Leave" means either a Temporary Military Leave or a Military Leave Other Than Temporary or both.

a. Temporary Military Leave

An employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or of the Naval Militia shall be granted a Temporary Military Leave while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

b. Military Leave Other than Temporary

A Military Leave Other Than Temporary shall be granted to an employee who is ordered into active military duty as a member of a reserve component of the Armed

Forces of the United States; is ordered into active Federal military duty as a member of the National Guard or Naval Militia; or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States.

2. Vacation and Illness Privileges

a. Vacation Privileges

Except as herein provided, no vacation privileges shall accrue during military leave. However, vacation privileges already earned but not taken may be granted either prior to or after return from military leave in accordance with the vacation policy in effect at the time the vacation leave is taken. Vacation privileges, as defined in Article 12 of this Agreement, shall accrue to an employee while on temporary military leave.

b. Illness Privileges

Illness privileges shall accrue to an employee while on military leave but no illness leave shall be allowed during military leave.

3. Return to Position

An employee absent from the service of the District because of a military leave shall continue to accrue seniority credit during such absence. An employee returning from military leave shall, upon application made within one (1) year after the cessation of war emergency or within six (6) months of prior completion of active military duty service, be returned to a position in 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 they could terminate or could cause to have terminated their active service. They 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, they shall be returned to a vacant position in a comparable class for which qualified. In the absence of such a vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of their application.

4. Eligibility to Take Examinations

An employee shall be eligible to take examinations for which otherwise qualified during the time of military leave. An employee on a military leave whose name appears on an

eligibility list shall be certified for assignment to a position in the class during the life of any such list when and if 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.

5. Placement on an Eligibility List

An employee returning from a military leave, in accordance with Paragraph J.3., shall be eligible to take a supplementary examination for any class for which there is an eligible list in effect, the examination for which they were unable to take by reason of their 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.

6. Compensation for First Calendar Month of Military Leave

- a. Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid their salary or compensation as an employee of the District for the first calendar month of their military service while on a military leave exclusive of time not covered by their assignment basis code, providing the following conditions are met:
 - (1) The employee is on military leave after October 1, 1949, a member of the National Guard or Naval Militia, or a member of a reserve component of the Armed forces of the United States or the employee is on military leave after July 16, 1951, a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the Armed Forces of the United States.
 - (2) An employee on temporary military leave or on military leave other than temporary must have been in the service of the District for a period of not less than one (1) year immediately prior to the date the absence begins. An employee on temporary military leave may count all previous recognized military service in order to accumulate the required one (1) year in the service of the District. The one (1) year in the service of the District is not required in the case of an employee who is ordered into active military service as a member of the

National Guard under a situation included within Section 146 of the Military and Veterans Code.

- (3) A regular employee with provisional, relief, or substitute status in another class shall receive a military leave from their regular position and shall receive compensation in accordance with their current assignment during the time they are entitled to compensation under the Military and Veterans Code.
- (4) No more than the pay for a period of one (1) calendar month shall be allowed for any military leave or military leaves involving continuous military service or during any one (1) fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first (1st) calendar month of military leave after the applicable dates indicated in Paragraph J.6.a (1). Fractions of less than one (1) month shall be paid on the same basis as if the employee had been in active service as a Board employee. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.

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

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

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

L. Personal Business Leave

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

M. Personal Necessity Leave

1. A classified employee may, at their election, and upon notice to their immediate supervisor at the earliest opportunity, use not more than seven (7) days of illness leave in a school year for personal necessity leave.

2. The leave benefits provided by this Article may be used only for the following personal necessities:
- a. The death of a family member or persons who lived in the unit member's same domicile, or absence due to (1) official notice in time of war that a family member or cohabitant is "missing in action" or (2) official notice that a deceased family member or cohabitant is being returned by the armed forces for interment in this country. This benefit is in addition to any days of paid leave granted under Bereavement Leave. "Family member" is defined consistent with B.1. above, which includes but not limited to the following: the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.
 - b. An accident involving the employee's person not chargeable to illness leave, or industrial illness leaves.
 - c. An accident involving the employee's property or to the person or property of a family member or an illness of a family member, as defined above. Such accident or illness must be:
 - (1) Serious in nature.
 - (2) Involve circumstances the employee cannot reasonably be expected to disregard.
 - (3) Require the attention of the employee during their assigned hours of service.
 - d. An appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under an official governmental order, provided the employee:
 - (1) Presents a certification from the clerk of the court or other authorized officer indicating each date of necessary attendance.
 - (2) Remits any witness fee collected to the District Payroll Services.
 - (3) 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.
 - e. The birth of a child.
 - f. Imminent danger to the home or an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours of service.

- g. Any other significant event, personal to the employee, for which paid leave of absence is not authorized, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during their assigned hours of service.
- 3. The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:
 - a. The total number of days allowed in one (1) school year (July 1-June 30) for such leave or leaves shall not exceed seven (7) days.
 - b. The days allowed shall be deducted from and may not exceed the number of days of illness leave to which the employee is entitled.
 - c. A permanent classified employee may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave to begin personal necessity leave under the provisions of Article 12, provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, the probable duration of the requested leave and provides appropriate supporting documents for the request.
 - d. The employee shall be required to sign, on a prescribed form a statement that such absence was due to a personal necessity, as defined above. Subject to the direction of their 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.
 - e. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for reasons not specified. Such days shall be taken at a time convenient to the employee provided that the employee has notified their immediate supervisor at least two (2) working days in advance of the beginning of the absence.

N. Retraining and Study Leave of Absence

1. Eligibility

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

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

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

2. Length of Leave

- a. The leave may be taken for up to a full year.
- b. A year is defined as the assignment period of the employee's basis.
- c. A full year leave may be split in two (2) half ($\frac{1}{2}$) year leaves with the second (2nd) half ($\frac{1}{2}$) taken at a later time within a three (3) year period.
- d. The District may cancel the leave if an employee fails to maintain an adequate study program.

3. Compensation

- a. An employee on a Retraining and Study Leave will be paid at least one-half ($\frac{1}{2}$) of their regular rate of pay.
- b. Payment may be made to the employee in two (2) equal semi-annual installments or made in the same manner as if the employee were performing service to the District.
- c. The employee must furnish the District with a suitable bond against loss in the event that the employee fails to render two (2) years of service required following the return from the Retraining and Study Leave, or furnish the District with other assurances as the District elects to permit.

- d. An employee who fails to complete the approved leave objectives shall reimburse the District for compensation for the period following the discontinuance of the Retraining and Study Leave Program.

4. Benefits

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

5. Additional Employment

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

6. Applications

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

7. Requirements

- a. Monthly certification of compliance with the conditions of the study program. An employee must fill out and submit to the District form C1124.
- b. Form C1124 must be received by the Human Resources Division no later than the Tuesday proceeding the first (1st) payday of each month.
- c. An interruption of a study program by a serious injury or illness sustained during leave will not be considered a failure to fulfill conditions of the Retraining and Study Leave. Written notice of such illness or injury must be reported to the Human Resources Division within ten (10) days on form C138, or by letter to which a

doctor's statement verifying the situation is attached. Such notice should be sent by certified mail.

- d. After receipt of illness or injury notice, the District shall immediately place the employee on illness leave until the District receives a release from the doctor upon which the employee may elect to return to work or resume the Retraining and Study Leave.
- e. An interruption of a study program due to an involuntary call to active military service will automatically convert the Retraining and Study Leave to a Military Leave without jeopardy to the Retraining and Study Leave already received. If this conversion takes place before the end of the first (1st) pay period, the employee's Retraining and Study Leave shall be preserved for when the Military Leave ends and the employee returns to District service. If the conversion takes place after the close of the first pay period, the employee will be considered as having used one-half ($\frac{1}{2}$) year of Retraining and Study Leave. Such an employee shall have two and one-half ($2\frac{1}{2}$) years to complete the Retraining and Study Leave.
- f. An employee who has failed to complete all the study program requirements due to serious illness in the family or other causes beyond the employee's control may receive compensation on a prorated fractional $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ basis if a significant portion of the requirements have been completed.
- g. Partial compensation for an incomplete leave which was approved for independent study will only be authorized if the composition of the study is such that certain portions can be completed apart from the remainder of the study. The completed units must be significant in themselves. Work that is merely an introduction to other work or a collection of data that is not used in reaching a conclusion will not be considered as meeting any portion of the requirements, regardless of the amount of work involved.

8. Cancellation of Leave

- a. A Retraining and Study Leave may be canceled at any time and converted to a resignation, layoff, return to duty, or any other leave an employee is eligible for.
- b. Cancellation received by the Human Resources Division before the beginning of the effective date of a Retraining and Study Leave shall preserve the employee's Retraining and Study Leave eligibility.
- c. If an employee requests a cancellation after the effective date of the leave but before the end of the first (1st) pay period, leave payment will be canceled but eligibility will be preserved.

- d. An employee who cancels after receiving their first (1st) leave payment but before the second (2nd) payment must refund the Retraining and Study Leave pay and will lose one-half (½) year's Retraining and Study Leave but may take the second (2nd) half (½) of the Retraining and Study Leave within three (3) years of the effective date of the canceled leave.
- e. An employee whose Retraining and Study Leave is canceled for reasons other than that described in this Article shall be deemed as having had a Retraining and Study Leave.

9. Return to Service

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

10. Retraining and Study Committee

- a. The Retraining and Study Committee shall have the sole discretion in determining and approving the study programs.
- b. The Retraining and Study Committee shall be composed of the same members as the Tuition Reimbursement Committee.

O. Work-Related Absences

1. Examinations and Other Employment Procedures

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

2. Epidemics and Emergencies

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

P. Assault and Battery Leave

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

Q. Family and Medical Leave (Mandatory)

1. Definition

Pursuant to the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), 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 (as a serious health condition is defined in the FMLA or CFRA) which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; leave to care for a family member or an employee's designated person with a serious health condition; "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty or was aggravated by service in the line of duty on active duty in the Armed Forces; or a qualifying exigency arising from an employee's family member being on active duty military or called to active military duty.

- a. For the purposes of FMLA leave, "family member" is defined as the employee's spouse, employee's spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic

partner, parent-in-law, and the equivalent relatives of the employee's registered domestic partner.

- b. For purposes of this section, a "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per 12 month-period.

2. Requirements

a. Status

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

b. Service

- (1) **Full-time Employees:** The employee must have been employed for at least twelve (12) months and rendered paid service of 1,250 hours of work during the previous twelve (12) months of employment which does not have to be consecutive.
- (2) **Part-time Employees:** Employees who are on a part-time assignment of eighty (80) hours or more a pay period shall be eligible for the leave if they have been employed for at least twelve (12) months and rendered paid service of a minimum of 625 hours of work or more during the previous twelve (12) months of employment which does not have to be consecutive. The minimum number of hours of service required to achieve eligibility shall be in the same proportion to the employee's part-time assignment.

3. Certification

- a. **Requirements for Certification:** The employee must provide a medical certification of their own serious health condition or the serious health condition of a family member from a health care provider. The employee must provide this certification 30 days prior to the need for leave if the need for leave is reasonably foreseeable. When this is not possible, the employee must provide the medical certification to the District within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
 - (1) For the serious health condition of a family member, the employee must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the family member and a statement that the serious health condition warrants the participation of the employee to provide care

during a period of treatment or supervision of the family member. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.

(2) For a covered service member with a serious injury or illness, the employee must provide written certification that contains information from a health care provider with information regarding the servicemember’s serious injury or illness.

(3) For a qualifying exigency, the employee may be required to provide a copy of the military member’s active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service.

b. **Recertification:** If the employee requests additional leave upon expiration of the time period initially estimated by the health care provider, the employee must obtain recertification from the health care provider.

4. **Length of Leave**

a. Leave shall be granted for a maximum of twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced leave schedule, except that leave shall be granted for a maximum of twenty-six (26) weeks for leave to care for a covered servicemember. It cannot be carried over from year to year.

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

c. If two spouses both work for the District, and are both eligible for leave, they can each have up to twelve (12) weeks for leave of birth, adoption, foster care, or caring for a family member with a serious health condition.

5. **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.

6. **Effect on Benefits**

a. Employees on Family and Medical Leave shall be covered by District Life Insurance Group Coverage and Hospital-Medical, Dental, Vision Group Coverage as though they were in active service.

- b. No credit is allowed for any benefits for time spent on unpaid family illness leave.
- c. Time on leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half ($\frac{1}{2}$), according to the pay allowed, for retirement.
- d. Time on Family and Medical Leave does count as service in meeting requirements for other types of leaves.

7. Request Procedure

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

8. Reinstatement from Leave

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed in active service during the leave period.

If the employee and District have agreed upon a date of reinstatement at the beginning of the leave, the District will reinstate the employee on the date agreed upon. If the reinstatement date differs from the original agreed-upon date, the District will reinstate the employee within two business days of the employee's return to work, where feasible.

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition that made the employee unable to perform their job the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in the denial of reinstatement.

Article 14 Transfers

A. Definition

A transfer is defined as the reassignment of an employee from one location to another location (college campus) in the same classification.

- B. In order to improve the opportunity for District employees within this unit to transfer to other positions within the District, the District will maintain a transfer eligibility list for each class for a period of one (1) year. Of the employees requesting transfer, the two (2) employees with the most seniority in the District shall be interviewed for any vacancy to which the employee has been certified from such file of names prior to an appointment.
- C. Transfer of probationary employees will occur only in the best interest of the District.
- D. The District may transfer an employee without the employee's approval to any position provided that the transfer is in the best interest of the District. An involuntary transfer shall not be used as a form of discipline. A seven (7) day written notice including the reasons for the transfer must be given to the employee prior to implementation.
- E. In the event that an employee is subject to an involuntary transfer, they will be returned to the position from which transferred, if that position becomes available during the thirty-nine (39) months following the involuntary transfer if the employee remains in the same classification. In the event that this provision conflicts with seniority provisions set forth in the appropriate sections of the Education Code, the Education code provisions shall prevail.

Article 15 Performance Evaluation Procedure

A. Schedule

1. Employees shall be evaluated in accordance with the following schedule:
 - a. Probationary employees in a class shall be evaluated during the third (3rd) and fifth (5th) months of their probationary period.
 - b. Permanent employees in a class shall be evaluated each year by June 30th.
 - c. The Performance Evaluation for Classified Employees form located in Appendix B will be used to record the results of the evaluation process. The District may make additional performance evaluations for permanent or probationary employees at any time. Refer to the instructions included with the evaluation form for the conditions under which a supervisor may conduct additional evaluations.
 - d. The District may omit probationary performance evaluations for an employee who:
 - (1) Has permanent status in the classified service,
 - (2) Is occupying a position reclassified to another class,
 - (3) Has occupied the same position prior to the reclassification action and, while occupying the position,
 - (4) Has received a performance evaluation during the year preceding the effective date of the reclassification action.
 - e. **Mandatory Diversity, Equity, Inclusion, and Accessibility Evaluation.** The District shall collect information annually regarding employees' consideration of the demonstrated, or progress toward, understanding issues of diversity, equity, inclusion, and accessibility (DEIA) related competencies. This process shall be separate from the annual performance evaluations conducted by the District. Responses given by employees shall not be used for the purposes of reprimand or discipline.

B. Procedure

1. The employee shall be evaluated by their immediate supervisor. The supervisor is the person who is responsible for overseeing, reviewing and or checking the employee's work performance. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. The evaluator either oversees, reviews, and checks the daily work performance of the employee being evaluated, or is the one who is most closely acquainted with the employee's daily work performance. The employee and or the supervisor may also request input regarding job performance

skills from a lead employee who holds the same area of trade skill expertise as the employee being evaluated. Probationary employees may be evaluated by each supervisor under whom the employee has worked during the probationary evaluation period. Permanent employees shall be evaluated by each supervisor under whom the employee has worked at least ninety (90) working days during the performance evaluation period.

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

C. Definitions of Evaluation Ratings

1. **Exceeds Work Performance Standards:** A check in this column indicates that the employee's work is better than satisfactory. If there are a number of checks in this column, the supervisor should consider giving a Notice of Outstanding Work Performance.
2. **Meets Work Performance Standards:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
3. **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. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service
4. **Unsatisfactory:** A check in this column indicates that the employee's work fails to meet job expectations or performance standards. The supervisor or evaluation must support this rating by a statement of facts within the "comments" section.

D. Classification of Position

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

E. Appeal

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

Article 16 Health and Welfare

The Los Angeles and Orange County Building and Construction Trades Council and the District are both signatories to the “Master Agreement between the Los Angeles Community College District and the American Federation of Teachers College Guild, Local 1521; the American Federation of Teachers College Staff Guild, Local 1521a; the Los Angeles City and County School Employees Union, Local 99; the Los Angeles and Orange County Building and Construction Trades Council; the Supervisory Employees Union, Local 721; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911 Regarding Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and the District’s Employee Assistance Program.” That agreement (including any and all revisions or modifications to the agreement the District and the other signatories subsequently approve) is, by this reference, incorporated herein as if it were set forth in its entirety.

The Master Benefits Agreement can be found online at:

<https://studentlaccd.sharepoint.com/sites/laccd/offices/ELR/SitePages/Collective-Bargaining-Agreements.aspx>

Article 17 Wages and Salaries

A. Prevailing Wage

The Council and the District agree that the wages and salaries negotiated in good faith and listed in this Agreement are at least equal to the prevailing salary or wage for the same quality of service rendered to private employers under similar employment.

B. Salary Placement

Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification unless the District.

C. Step Advancement on the Salary Schedule

1. Advancement from the first to the second step shall occur as of the first day of the pay period which follows completion of one hundred thirty (130) days in paid status in regular assignments in the class. For purposes of this rule, one hundred thirty (130) days shall be defined as one hundred thirty (130) times the average number of regularly assigned hours per day for the employee. A day in paid status shall be defined as any day for which pay is received.
2. Advancements to higher steps shall be made in successive years as of the first (1st) day of the correspondingly numbered pay period on which the employee received their previous step advancement provided that they have completed at least one hundred thirty (130) days in paid status in regular assignments in the class during the twelve (12) pay periods since the preceding advancement.
3. In the event that the employee does not meet the paid status requirement provided above, their step advancement shall be effective as of the first day of the pay period which follows the employee's completion of such one hundred thirty (130) days in paid status in regular assignments in the class.
4. Upon promotion or reclassification which results in a salary increase to other than the first (1st) step, salary advancement shall be affected as follows:
 - a. If the employee completes one hundred thirty (130) days in paid status in regular assignments in the new class as of the date their step advancement is due, no change in their cycle of step advancement shall occur.
 - b. If the employee has not completed one hundred thirty (130) days in paid status in regular assignments in the new class as of the date their step advancement is due, it shall become effective as of the 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 probationary period must spend at least seventy-five percent (75%) of the required one hundred thirty (130) days in paid status in active on-the-job performance of the duties of a position in the class.
5. The following actions shall not affect the employee's cycle of step advancement:
 - a. Reallocation
 - b. Change to an equal or lower class
6. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:
 - a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for their class as of the first (1st) 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 (1st) 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 they meet 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 (1st) day of the pay period which follows their completion of one hundred thirty (130) days in paid status in regular assignments in the class following such change.

Subsequent advancement shall take place as of the first (1st) day of the correspondingly numbered pay period provided the paid status requirement is met.
8. An employee not serving in their 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, their 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 their 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 they have 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 they return to their former class upon termination of leave of absence, they shall be placed at the flat hourly rate of the class or at that 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.
11. Nothing in this Article shall prevent the Board of Trustees from granting or withholding step advancement.

D. For 2023-2026

The LACCD Board of Trustees ("The District") and the Building and Construction Trades Council ("The Union") agree to a salary agreement for fiscal years 2023-2024, 2024-2025, and 2025-2026.

If the District receives COLA that is above 0% that is approved, funded and provided by the State for the Fiscal years 2023-2024, 2024-2025, and 2025-2026, the District will allocate 100% towards the base salary. The same percentage increase will be allocated to salary differentials in respective years.

Wage Parity. Should another bargaining unit receive more in compensation 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 requirement (which is comprised of the contingency reserve, general reserve, Educational Services Center ("ESC") and Information Technology ("IT") ending balances, Districtwide ending balances and any additional undesignated ending balances) must be

identified within the District's projected ending balance by June 30th of each year (Fiscal years 2023-2024, 2024-2025, and 2025-2026).

If the reserve on July 1st is equal to or greater than the required reserve the salary augmentation will be implemented without adjustment to the elements of the formula.

In the event that the reserve on July 1st does not meet the reserve requirement for the fiscal year, the District and union agree that the application of funds received from the State Cost of Living Adjustment, any Growth funding, and any additional salary increase, shall be used to meet the reserve requirement. Funds remaining after the reserve requirement is met will be distributed proportionately to employees using the salary augmentation scheme below.

E. Salary Augmentation

1. Cost of Living Adjustment ("COLA")

When the District receives COLA above zero percent (0%), approved, funded, and provided by the State for fiscal years 2023-24, and 2024-25, and 2025-26, the District will allocate 100% towards salary and differentials.

2. Salary Increases

The District will provide the following salary increases in addition to COLA.

- a. 2% in fiscal year 2023-24
- b. 1% in fiscal year 2024-25
- c. 1% in fiscal year 2025-26

- 3. Salary increase as described in section E.2 will be applied to differentials listed below effective July 1 of each fiscal year.

F. Rates of Pay for Any New Classifications

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

G. Special Pay Practices

Claims for work out of classification shall be processed in accordance with Personnel Commission Rule 550.

H. Shift Differential

1. All employees covered by this Agreement, except those classifications enumerated in Article 10, Section B.7. shall receive a six and nine-tenths percent (6.9%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of three (3:00) p.m. to twelve (12:00) midnight and a thirteen and eight-tenths percent (13.8%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of twelve (12:00) midnight to seven (7:00) a.m. An employee receiving a shift differential shall not be paid the differential if reassigned to a shift not qualifying for such payment.
2. Persons assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change.

I. Career Differentials

1. Employees will be granted the differential as of July 1 each year. Continuation or granting of the differential will be based on an evaluation of satisfactory service during the immediately preceding year. Satisfactory service is defined for the purpose of this article to mean that no Notice of Unsatisfactory Service was issued during the evaluation year. In the event that a Notice of Unsatisfactory Service is being grieved, the decision to grant or deny the differential will be made after the outcome of the grievance is known.
2. The differential rates prior to implementation of salary increases as described in section E above are as follows:

Career Differential Rates Based on Years of Service Shown as Semi-Monthly Rates*

Years of Service	12 Month Employee	10 Month Employee
5 to 9 years	\$22.43	\$20.84
10 to 14 years	\$44.08	\$40.86
15 to 19 years	\$66.53	\$61.74
20 or more years	\$88.20	\$81.78

* **Note:** For Employees paid semi-monthly, increments are paid in two installments, one-half in each paycheck.

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

J. Bilingual Pay

Employees covered by this Agreement who are required to speak, read, and write a foreign language shall be compensated as shown below if they are required to speak a foreign language. In order to qualify for one of these differentials, the employee must meet all the requirements of Personnel Commission Rule 588. Differential rates listed are those in effect prior to salary increases as described in section E, above.

Bilingual Pay Compensation Shown as Semi-Monthly Rates*

Fluency Level	12 Month Employee	10 Month Employee
Speak, Read, and Write	\$20.07	\$18.42
Speak Only	\$14.82	\$13.63

* **Note:** For Employees paid semi-monthly, increments are paid in two installments, one-half in each paycheck.

K. Semi-Monthly Pay

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

L. Computing Differential

1. The certification required as a prerequisite for eligibility to receive the monthly computing differential (\$65.39 semi-monthly for 12-month employees, \$60.12 for 10-month employees) shall be:

The Microsoft Office User Specialist ("MOS") certification shall be valid for three (3) years from the date of issuance.

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

M. Degree (Education) Differential

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

Degree (Education) Differential Shown as Semi-Monthly Rates*

Degree	12 Month Employee	10 Month Employee
Associate Degree	\$17.45	\$16.04
Bachelor Degree	\$26.16	\$24.05
Master Degree	\$34.88	\$32.06

* **Note:** For Employees paid semi-monthly, increments are paid in two installments, one-half in each paycheck.

In order for a Crafts Unit employee to be eligible for a degree 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 equivalent to a U.S. degree by an accrediting agency approved by the District. It is the responsibility of the employee to arrange for such evaluation and to provide such verification of equivalency to the District. Employees shall be eligible for the differential the pay period following the receipt of proof of the degree. Differential rates listed are those in effect prior to salary increases as described in section E. above.

Article 18 Grievance Procedure

A. Grievance Defined

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

B. Matters Excluded

All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to reduction in force; examination procedures, results and references; performance evaluations at or above “meets expectations”; disciplinary matters; and complaints by one employee about another. Also excluded are those matters so indicated elsewhere in this Agreement which personally and adversely affects the aggrieved employee.

C. Definitions

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

D. General Provisions

1. Council Responsibilities

The Council agrees to encourage the grievant to discuss their complaint with their immediate supervisor or the appropriate immediate supervisor with authority to adjust the grievance.

2. Before filing a formal written grievance, the grievant should attempt to resolve it in an informal manner with the appropriate immediate supervisor.
3. 3At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and or represented by a Council representative. A grievant shall also be entitled to represent 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.

E. Released Time for Employees and Council Representatives

Grievance meetings and hearings will be scheduled by the District whenever possible during non-working hours of the grievant. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time including necessary travel time without loss of salary will be provided the grievant.

F. Effect of Time Limits

If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

- G. The respondent in any grievance shall be the District or individual campus, as appropriate, rather than any individual supervisor or management employee.
- H. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties agree to the contrary.
- I. Processing and discussing the merits of a grievance shall not be considered a waiver by the District or the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

J. Procedure

1. Step One

- a. Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on a District's grievance form to the college vice president who has the authority to respond to the grievance. The written grievance shall contain a clear, concise statement of the actions taken by the college vice president or management employee, which

resulted in the violation of a specific provision of the Agreement; the remedy sought; the specific provision(s) of the Agreement violated; and the name of the employee's representative, if any.

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

2. Step Two

If the grievance is not resolved in Step One, the grievant may, within five (5) working days after the receipt of the college vice president's written decision, present the written grievance to the Office of Employee and Labor Relations via grievances@laccd.edu. The written grievance shall contain the same information as in Step One and a copy of the Step One decision. Within five (5) working days from receipt of the grievance, a meeting shall take place to discuss the matter. The Office of Employee and Labor Relations shall reply in writing within ten (10) working days following the meeting. Unless there is written agreement to the contrary, step two shall terminate at the close of business on the tenth (10th) working day following the Step Two meeting.

3. Step Three

- a. If the grievance is not resolved at Step Two, the Council shall have fifteen (15) working days from receipt of the decision in Step Two to file a written request to the Office of Employee and Labor Relations for a hearing.
- b. Within ten (10) working days after receipt of the appeal, the Office of Employee and Labor Relations shall schedule a meeting with the Council for the joint selection of a hearing officer from a list of officers mutually agreed upon by the Council and District (see Appendix G). If a hearing officer cannot be mutually agreed to or the hearing officers are not available, the services of a hearing officer shall be selected from a permanent panel of twelve (12) arbitrators submitted by the American Arbitration Association. Beginning with the District, each party shall alternately strike a name from the panel until there is one (1) name remaining. The remaining name shall serve as the hearing officer for the grievance.

K. Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance

If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Council in writing prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Council or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defense at the regular hearing; provided that it gives the Council ten (10) working days notice of its intention to do so.

L. Limitations Upon the Arbitrator

1. The hearing officer shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The hearing officer's decision shall be limited to a specific finding regarding the alleged violation of a specific term of this Agreement. The hearing officer shall have no authority to recommend a monetary award. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence but shall not be used so as to justify or result in what is, in effect, a modification (whether by revision, addition, or detracting) of the terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable grievance procedures which were in effect prior to this Agreement.
2. The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the Government Code of the State of California. No other Section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their representative, if any, witnesses while testifying, and representatives of the Office of Employee and Labor Relations.
3. The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) working days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Council, and the Board of Trustees.

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

M. Expenses

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

Article 19 Consultation for Job Specifications

The District will meet with the Council or its credentialed representatives for the sole purpose of consultation when changing or revising Council job specifications. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established District rules and procedures.

When revised or new certification or licensing requirements are proposed by the District, the District agrees to meet and confer with representatives from the appropriate crafts union and Council on the implementation timeline and details, costs associated with obtaining required training and or certification or licensing fees, and possible additional compensation for the skill or service to be newly rendered to the District .

Article 20 Professional Development

A. Professional Development Requested by a Unit Member

1. If a unit member believes that additional professional development is necessary and beneficial for the unit member to perform their job, the unit member may submit a proposal to their immediate supervisor. The immediate supervisor will have ten (10) work days to approve or reject the proposal.
2. If the immediate supervisor does not approve the proposal, the unit member may appeal that decision in writing to the Director of Facilities within ten (10) work days. The Director will have 10 work days to approve or reject the proposal.
3. If the Director does not approve the proposal, the unit member may appeal that decision in writing to the Vice President of Administrative Services within ten (10) work days. The Vice President will have ten (10) work days to approve or reject the proposal. The Vice President's decision will be final.

B. Tuition Reimbursement

The Los Angeles Community College District shall establish a fund of seven thousand dollars (\$7,000) for the purpose of professional development. Members of the Crafts Unit may receive tuition reimbursement in accordance with the following requirements:

1. A maximum of one thousand dollars (\$1,000) not to exceed fifty percent (50%) of the tuition in any one (1) academic year. Any tuition expenses incurred while attending a Los Angeles Community College District facility or Union Training Trust facility shall be reimbursed at one hundred percent (100%) within the conditions set by the District.
 - a. Required textbooks shall be included among the reimbursable expenses for tuition reimbursement.
 - b. Reimbursement for books shall be processed upon submission of evidence of successful completion of courses taken.
 - c. Original or electronic receipts listing book titles must be presented by the employee as a condition of reimbursement.
2. Tuition reimbursement shall be processed upon submission of completed Application for Tuition Reimbursement for Professional Development (Non-Faculty) (HR Form R501A), committee approval, and evidence of successful completion of courses taken. This evidence shall be submitted by the employee to the college human resources office or District Human Resources Division.

3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas:
 - a. The unit member's classification
 - b. A related class.
4. Tuition reimbursement shall include costs associated with required book purchases as part of a course, workshop, or other organized activity.
5. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
6. A request for reimbursement for professional growth must be submitted to the college human resources office or District Human Resources Division for review by the Committee on Tuition Reimbursement prior to enrollment and approved by the same committee.
7. The total amount encumbered for tuition reimbursement shall not exceed seven thousand dollars (\$7,000).

Article 21 Safety

- A. The District, the Union, and the employees agree to comply with all applicable state and federal regulations, including the California Occupational Safety and Health Act (CAL/OSHA) in regards to safe and healthful working conditions.
- B. The Union agrees that all unit employees shall comply with all safety rules and regulations. Further, the Union agrees that all employees shall utilize safe working procedures and that safety hazards and unsafe conditions be reported to their immediate supervisor. The District agrees to maintain a safe and healthful work place for employees.
- C. If requested by a CAL/OSHA representative, the District will grant District time to an employee to accompany the CAL/OSHA representative and or management representative conducting an on-site safety inspection.
- D. No employee will be discriminated against in any way for reporting a real or potentially unsafe condition.
- E. Employees who are required by the employer to wear safety shoes or boots at all times on the job shall receive reimbursement by the District up to one hundred and fifty dollars (\$150) per fiscal year, for the cost of such footwear, provided the employee submits a receipt for the purchase of the footwear within sixty (60) days of the purchase. The employee shall submit the receipt to their respective supervisor or manager and the employee shall use the Shoe Allowance Reimbursement Form (Appendix I). The reimbursement shall be provided within sixty (60) days from the date of it being submitted.

A safety shoe is defined as any closed-toe, non-slip shoe or boot designated as safety footwear by its manufacturer.

Article 22 Personnel Files

A. Files

1. Employees covered by this Agreement shall be provided a copy of all adverse written material, prior to or at the time they are placed in their personnel file. Employees shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or at the work site. A supervisor's personal notes shall not be considered a part of the personnel file. Employees shall have the right at any reasonable time to inspect their personnel file, provided that their absence from the work site would not have a detrimental effect upon the job at hand and that the supervisor is properly notified. Any adverse material, with the exception of records of criminal convictions, which the employee has not had opportunity to receive prior to placement in the personnel file, shall be removed from said personnel file. The employee's union representative shall have the right, with written consent of the employee, to inspect the employee's personnel file at a reasonable time. If the representative is an employee of the District, the absence for such purpose shall not have a detrimental effect upon the job at hand and the employee shall properly notify their supervisor.
2. Adverse or derogatory material will remain part of the personnel file until such time as the college or division issuing it requests its removal. Such material which has been placed in the personnel file may be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued. The material removed will be maintained separately from any personnel file under the following conditions:
 - a. The material shall be kept in the Office of Employee and Labor Relations.
 - b. Such material may not be used by the District in any proceedings which affects the status of the employee.
 - c. Such material may only be viewed by the Office of the Chancellor, the Vice Chancellor of Human Resources, Director of Employee and Labor Relations, the Office of General Counsel and the Office of Employee and Labor Relations. Notwithstanding the foregoing limitation, the material may be utilized by the District in legal proceedings in defense of the District or in compliance with a legal court order.

Article 23 Tools

- A. The cost of the purchase, lease, or rental of tools required by the District shall be borne by the District. The aforementioned articles shall be retained as property of the District and shall be surrendered upon demand.
- B. If tools brought to the work site, under the conditions described under Board Policy 7131 and Personnel Guide B580, are lost, stolen, or damaged, the District shall be responsible for their repair or replacement in accordance with the provision of that Board Policy and Personnel Guide.
- C. All Crafts Unit employees shall have an individual mail box, in-box, tray, or other designated place at their primary work location to receive work orders, correspondence, notices, fliers, newsletters, and memos.

Article 24 Layoff and Furlough

A. Effects of Layoff

1. Definition

A layoff is a separation from regular service because of lack of work or lack of funds, or because the position has been abolished or reclassified.

2. Vacation Pay

Bargaining Unit employees will be paid for accumulated hours. Payment will be made no later than the payday for the pay period following the layoff.

3. Health and Welfare

Hospital and medical, dental, vision care and life insurance coverage shall be maintained at existing levels according to the following schedule.

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

4. Severance Pay

Every employee laid off and not reemployed by the District in a regular capacity shall receive a severance grant equal to one week's pay per year of service, up to ten (10) weeks' pay.

5. Layoff and Reemployment Procedures

Layoff and reemployment procedures shall be in compliance with Education Code Sections 88015, 88017, 88117, and 88127; and in accordance with applicable rules and regulations established pursuant to such sections.

B. Effects of Furlough

1. Definition

A furlough is a specific period of time in unpaid status within the employee's assignment basis with a definite return date to the same position in the same classification at the same location and under the same working conditions.

2. Vacation Pay

Furloughed employees shall not be permitted to receive payment for accumulated vacation hours.

3. Health and Welfare

All benefits will continue as though in paid status.

4. Benefits for Employees on Furlough

Employees on furlough shall continue to accrue all rights/benefits and privileges as if they were on paid status as provided by law which shall include, but not necessarily be limited to:

- a. Continuation of health and welfare benefits as mentioned in B.3. above.
- b. Vacation earning
- c. Seniority for the purpose of:
 - (1) Step advance
 - (2) Probationary period
 - (3) Promotional examinations

5. Vacation Credits for Employees on Furlough

Employees furloughed during any fiscal year will receive vacation credit in the subsequent fiscal year on an hour-for-hour basis; for every hour furloughed the employee will receive one (1) hour of vacation credit on July 1 of the subsequent fiscal year.

Article 25 Unit Work

- A. Unit work, including closely related emerging technologies, is defined as work described by the duties of Crafts Unit classifications (Appendix A) found in the class specifications developed by the Los Angeles Community College District Personnel Commission.
- B. Unit work paid by the District at District sites must be performed by journey-level craftspeople at wages agreed to in this agreement or higher.
- C. Community volunteer projects that entail unit work shall be supervised by a journey-level or higher level from the appropriate craft or the Facilities Manager.
- D. When disputes arise regarding the assignment of unit work, the District and the Council agree to meet, confer, and consult, in a good faith effort at reaching agreement, to resolve the issue.
- E. In collaboration with the Los Angeles/Orange Counties Building and Construction Trades, the LACCD commits to establishing an apprenticeship program by June 30, 2018. The terms of the apprenticeship program will include the following:
 - 1. An apprentice may be hired as needed.
 - 2. The apprentice must work under the direction of a journey-level employee.
 - 3. After successful completion of the program, the apprentice shall move to journey-level status.
 - 4. The LACCD will seek to recruit employees within the LACCD (e.g. Maintenance Assistant), however, participation shall not be exclusive to LACCD employees.

Article 26 Work Environment

A. District Compliance

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

1. **Ergonomics** (The Design of a Safe and Healthful Work Environment)

Equipment and its installation, use, and maintenance shall conform to the following ergonomic guidelines:

a. **Lighting**

- (1) The workstation shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.
- (2) Whenever possible, the work area shall be painted with a low-reflective color.
- (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.

b. **Keyboard and Screen**

- (1) The keyboard shall be adjustable and detachable.
- (2) The screen shall be adjustable horizontally and vertically to fit the operator's plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.
- (3) The screen shall be adjustable for brightness and contrast.

c. **Printer**

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

d. Chair and Desk

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

e. Maintenance and Monitoring

Indoor temperature in the workplace shall be maintained at not less than approximately sixty-five (65) degrees Fahrenheit. Adequate ventilation shall be provided.

2. New Technology and Job Security

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

All employees shall be provided training by the District in new office technology that they are required to use and operate. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.

3. Implementation

- a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this article.
- b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines for ergonomic standards issued by the State of California and Cal OSHA.

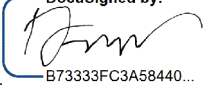


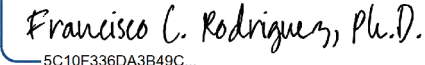
LOS ANGELES / ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

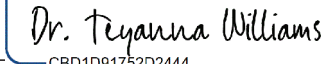
EXECUTION OF AGREEMENT

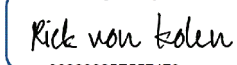
In witness whereof, the parties execute this Agreement on the 8th day of November, 2023.

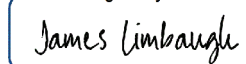
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: DocuSigned by:

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 David Vela, President
 Board of Trustees

By: DocuSigned by:

 5C10F336DA3B49C...
 Francisco C. Rodriguez, Ph.D.
 Chancellor


By: DocuSigned by:

 CBD1D91752D2444...
 Teyanna Williams
 Vice Chancellor, Human Resources

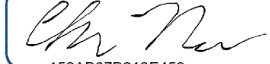
By: DocuSigned by:

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 Rick von Kolen, Chief Negotiator
 Director Employee and Labor Relations

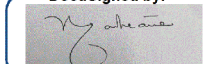
By: DocuSigned by:

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 James Limbaugh
 President, West Los Angeles College


By: DocuSigned by:

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 Rueben Smith
 Vice Chancellor, Facilities Planning & Development

By: DocuSigned by:

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 Leisa Biggers
 Director of Human Resources

By: DocuSigned by:

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 Chris Nersisyan
 Chief IT Manager Engineer & Tech Svc Delivery


By: DocuSigned by:

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 Nyame-Tease C Prempeh
 Assistant Director of Accounting

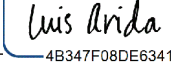
By: DocuSigned by:

 865D0472C7424C7...
 Claudia Abad
 Employee and Labor Relations Specialist

By: DocuSigned by:

 C3268AC22DA946E...
 Emmy Stovall
 Division Operations Specialist (Conf.)

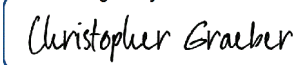
LA/OC BUILDING AND CONSTRUCTION TRADES COUNCIL

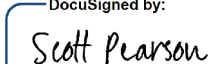
By: DocuSigned by:

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 Chad Boggio, Chief Negotiator
 Council Representative

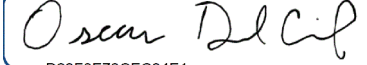
By: DocuSigned by:

 4B347F08DE63418...
 Luis Arida
 Civil Service Business Representative - IBEW Local 11

By: DocuSigned by:

 CA51D38D4DE947B...
 Victor Marrero
 Assistant Business Manager - IBEW Local Union 45

By: DocuSigned by:

 8185D60F039843C...
 Christopher Graeber
 Field Representative Painters and Allied Trades DC #36

By: DocuSigned by:

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 Scott Pearson
 Business Representative - UA Plumbers Local 78

By: DocuSigned by:

 D29F0E73CEC94E1...
 Oscar Delcid
 Business Representative UA Local 250 Fitters

Appendix A Crafts Unit

A. Crafts Classes

1. Carpenter
2. Electrician
3. Heating and Air Conditioning Technician
4. Lead Carpenter
5. Lead Electrician
6. Lead Heating and Air Conditioning Technician
7. Lead Painter
8. Lead Plumber
9. Locksmith
10. Machinist
11. Painter
12. Plasterer
13. Plumber
14. Power Equipment Mechanic

B. Electronics Classes

1. Electronics Technician
2. Utility Systems and Controls Specialist

C. Stage Classes

1. Costume Maker
2. Performing Arts Technician

D. Studio Classes

1. Television or Cinema Engineer
2. Projectionist
3. Sound Engineer

Appendix B Performance Evaluation Form

Access an [Accessible Fillable PDF Form of Performance Evaluation Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Classified%20Staff%20Evaluations/Building%20Trades%20Performance%20Evaluation%20(AI).pdf?csf=1&web=1&e=NJBuBw) at the following webpage: [https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Classified%20Staff%20Evaluations/Building%20Trades%20Performance%20Evaluation%20\(AI\).pdf?csf=1&web=1&e=NJBuBw](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Classified%20Staff%20Evaluations/Building%20Trades%20Performance%20Evaluation%20(AI).pdf?csf=1&web=1&e=NJBuBw)



Performance Evaluation for Classified Employees (Building and Trades)

Name:

Employee Number:

Classification:

Division or College:

Evaluation Period:

Status (choose one):

Probationary

Permanent

Reviewed Job Classification Description during evaluation conference? (choose one)

Yes

No

Ratings:

A - Exceeds Work Performance Standards

B - Meets Work Performance Standards

C - Below Work Performance Standards

D - Unsatisfactory

Performance Standards	A	B	C	D	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.					

Performance Standards	A	B	C	D	Comments (Site Specific Suggestions or Examples)
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.					

Performance Standards	A	B	C	D	Comments (Site Specific Suggestions or Examples)
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.					

Performance Standards	A	B	C	D	Comments (Site Specific Suggestions or Examples)
7. Other Factors not Listed Above. (Attach additional sheets if necessary)					
8. Overall Performance Rating: (If A for #8- consider Notice of Outstanding Performance) (If C or D for #8 - consider Notice of Unsatisfactory Performance)					

Classification of Position: Do the primary duties of the employee fall within their assigned class? If “No”, attach a statement listing duties and responsibilities considered inappropriate to the class.

Supervisor (Choose one.)

Yes

No

Employee (Choose one.)

Yes

No

Signatures

My signature is an acknowledgement 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 Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Next Level of Authority Name

Next Level of Authority Signature

Date

Vice President Name

Vice President Signature

Date

Instructions for Preparing Evaluations Forms

1. An Evaluation Shall be Completed For Each Regular Classified Employee as Follows:

- a. Probationary employees shall be evaluated during the third (3rd) and fifth (5th) months of their probationary period.
- b. Permanent employees shall be evaluated once a year by June 30th.

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 more than 120 working days.

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 ("Unsatisfactory," "Below Work Performance Standards," "Meets Work Performance Standards," or "Exceeds Work Performance Standards") opposite the factor being reported. In addition, the supervisor should state in the "Comments" space the suggestions they gave to the employee on how to improve their work performance if below standards, or why the employee's performance exceeds the standards or is unsatisfactory.

5. The Supervisor May:

Add factors which they consider pertinent to the evaluation and record suggestions made to the employee that will aid them in improving their work or make other pertinent comments. The employee may respond to the supervisor's comments.

6. The Supervisor Shall:

- A. Place comments for all ratings other than "Meets Work Performance Standards."
- B. 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.
- C. Explain to each employee:

- The reasons for the individual ratings and overall performance evaluation.
 - The kind of work performance expected, and
 - The comments, including specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
 - The evaluator and the evaluatee may discuss any questions that the evaluatee has concerning their job and or the responsibilities and duties assigned.
 - If the employee feels that the evaluation is improper, they may go to the Supervisor's immediate superior to resolve differences. No regular employee shall be denied this privilege.
- D. Sign the performance evaluation form and obtain the signature of the employee.
- E. Submit the completed form to their immediate Supervisor for review and signature.
- F. Retain a copy of the performance evaluation form for the campus personnel file.
- G. 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 the employee at their last known address.)
- H. 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 their unsatisfactory service.
 3. Prepare for further disciplinary action, such as suspension, demotion, or dismissal.
- The Notice of Unsatisfactory Service is given to the employee whenever their 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 has exceeded the expected level of performance. If the employee's work is truly exceptional and worthy of special notice and commendation, a notice of outstanding work performance should also be used.
- b. **Meets Work Performance Standards:** A check in this column indicates that the employee's work is satisfactory.
- c. **Below Work Performance Standards:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that 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 their performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a notice of unsatisfactory service.
- d. **Unsatisfactory:** Failure to meet job expectations or performance standards. This may include factors such as failure to complete assigned tasks, low productivity, inadequate communication, or failure to follow institutional policies and procedures. This rating must be supported by a statement of facts within the "comments" section.

Appendix C Summary of Due Process

Performance Evaluation (Probationary)

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

Performance Evaluation (Permanent)

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

Notice of Unsatisfactory Service

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

Suspension, Demotion, Dismissal

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

Appendix D Monthly Salary Rates as of July 1, 2023

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
Carpenter	3433	\$7,656.13				
Costume Maker (C and G Basis)	5393	\$4,917.38	\$5,187.84	\$5,473.16	\$5,774.20	\$6,091.78
Electrician	3322	\$8,358.13				
Electronics Technician	3547	\$6,105.54	\$6,441.36	\$6,795.62	\$7,169.38	\$7,563.70
Heating and Air Conditioning Technician	4036	\$8,557.47				
Lead Carpenter	3432	\$8,521.07				
Lead Electrician	3321	\$9,302.80				
Lead Heating and Air Conditioning Technician	4035	\$9,524.67				
Lead Painter	3471	\$7,935.20				
Lead Plumber	3342	\$9,788.13				
Locksmith	3445	\$7,656.13				
Machinist	3522	\$8,068.67				
Painter	3473	\$7,129.20				
Performing Arts Technician (C and G Basis)	5256	\$5,395.54	\$5,692.30	\$6,005.36	\$6,335.66	\$6,684.12
Plasterer	3330	\$8,101.60				
Plumber	3343	\$8,794.93				

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
Power Equipment Mechanic	5775	\$5,277.34	\$5,567.60	\$5,873.82	\$6,196.88	\$6,537.70
Projectionist (G Basis)	4609	\$6,362.66	\$6,712.60	\$7,081.80	\$7,471.30	\$7,882.22
Sound Engineer (G Basis)	4607	\$6,795.62	\$7,169.38	\$7,563.70	\$7,979.70	\$8,418.58
Television or Cinema Engineer	4605					\$9,370.10
Utility Systems and Controls Specialist	1460	\$8,143.80	\$8,591.70	\$9,064.24	\$9,562.78	\$10,088.74

Note: All salaries are listed as A Basis except where noted. Each Salary Warrant will be half the amount of the monthly rate listed above payable in 2 semi-monthly pay checks.

Appendix E Domestic Partner Policy 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 or retiree, and their 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, or submit a completed, notarized copy of the Affidavit of Domestic Partnership form to the Health Benefits Section, Human Resources Division.
2. **Application for Coverage:**
 - a. Once an employee has registered their domestic partnership with the District, such domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law as are granted to and imposed upon a licensed marriage.
 - b. The employee may enroll a domestic partner and or their children into health, dental, vision and any other applicable benefit.
3. **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 a court, or submit a subsequent affidavit affirming the dissolution of the domestic partnership.
 - 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.
4. **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.

Access an [Accessible Fillable PDF Form of Domestic Partnership Affidavit Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Affidavit%20Form%20(AI).pdf?csf=1&web=1&e=fJc4Rz) at the following webpage: [https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Affidavit%20Form%20\(AI\).pdf?csf=1&web=1&e=fJc4Rz](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Affidavit%20Form%20(AI).pdf?csf=1&web=1&e=fJc4Rz)

Access an [Accessible Fillable PDF Form of Domestic Partnership Termination Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Declaration%20of%20Termination%20Form%20(AI).pdf?csf=1&web=1&e=Q6rckn) at the following webpage: [https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Declaration%20of%20Termination%20Form%20\(AI\).pdf?csf=1&web=1&e=Q6rckn](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Health%20Benefits/Domestic%20Partnership%20Declaration%20of%20Termination%20Form%20(AI).pdf?csf=1&web=1&e=Q6rckn)



Domestic Partnership Affidavit Form

Health Benefits Unit

Los Angeles Community College District
770 Wilshire Boulevard, Sixth Floor
Los Angeles, CA 90017

Information

Print Employee Name:

Employee Social Security Number "SSN":

Print Domestic Partner Name:

Domestic Partner Social Security Number "SSN":

Statement

I,
declare that
and I are domestic partners.

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.

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 Unit 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, or company who suffers any loss due to any false statement contained in this Affidavit, or failure of the employee to notify LACCD Health Benefits Unit of any changes resulting in the partnership no longer meeting the criteria herein or in Appendix D 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 Unit 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 or Retiree Signature:

Date:

Employee Address:

City:

State:

Zip code:

Domestic Partner Signature:

Date:

Domestic Partner Address:

City:

State

Zip code:

(Seal)

Signature Notary Public:

Date Commission Expires:



Domestic Partnership Declaration of Termination

Health Benefits Unit

Los Angeles Community College District
770 Wilshire Boulevard, Sixth Floor
Los Angeles, CA 90017 017

Information

Print Employee Name:

Employee Social Security Number "SSN":

Date of Declaration:

Statement

I,

declare, under penalty of perjury, that the Affidavit of Domestic Partnership attested to and signed by me on _____ is terminated as specified below:

Name of Domestic Partner:

Reason for Termination

Termination of the Affidavit of Domestic Partnership is due to (Choose one.):

change of circumstances attested to in the Affidavit of Domestic Partnership

termination of domestic partnership. Date of termination:

death of domestic partner. Date of death:

marriage to domestic partner. Date of marriage:

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 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.

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

Employee Printed Name:

Employee Signature:

Date:

Witness Printed Name:

Witness Signature:

Date:

Appendix F Grievance Form

Access an [Accessible Fillable PDF Form of Grievance Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Employee%20Grievance%20Form%20HR%20C2024%20(AI).pdf?csf=1&web=1&e=83iBNv) at the following webpage:
[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Employee%20Grievance%20Form%20HR%20C2024%20\(AI\).pdf?csf=1&web=1&e=83iBNv](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Employee%20Grievance%20Form%20HR%20C2024%20(AI).pdf?csf=1&web=1&e=83iBNv)



Employee Grievance Form

Instructions

Section 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 as outlined in your collective bargaining agreement must be followed.

1. Grievant (Full Name):

2. Work Site:

3. Job Title (Position):

4. Employee Number:

5. Names of Union Representatives if any.

6. Office or Department:

Grievance

7. Grievance Step:

Authority Name:

Authority Job Title:

8. Clearly and concisely state your grievance: indicate the alleged misinterpretation, misapplication, or violation of specific provisions of the Agreement and or any other applicable provisions, statutory and constitutional rights, and rules, regulations, policies and procedures of the LACCD, and or the Personnel Commission (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 copy with this form to the Office of Employee and Labor Relations.

Appendix G Arbitrator List

- Sara Adler
- Patricia Barrett
- Robert Bergeson
- Chris Cameron
- Juan Carlos Gonzalez
- Kenneth Cloke
- Walter F. Daugherty
- Edna Francis
- Fred Horowitz
- T. Warren Jackson
- Najeeb Khoury
- Jill Klein
- Angela Reddock-Wright

Appendix H Shoe Allowance Reimbursement Form

Access an [Accessible Fillable PDF Form of Shoe Allowance Reimbursement Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Expense%20Authorizations/Miscellaneous%20Reimbursement%20Request%20Forms/Shoe%20Allowance%20Reimbursement%20Form%20(AI).pdf?csf=1&web=1&e=JTuzcc) at the following webpage: [https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Expense%20Authorizations/Miscellaneous%20Reimbursement%20Request%20Forms/Shoe%20Allowance%20Reimbursement%20Form%20\(AI\).pdf?csf=1&web=1&e=JTuzcc](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Employee/Expense%20Authorizations/Miscellaneous%20Reimbursement%20Request%20Forms/Shoe%20Allowance%20Reimbursement%20Form%20(AI).pdf?csf=1&web=1&e=JTuzcc)



Shoe Allowance Reimbursement Form

LOS ANGELES COMMUNITY COLLEGE DISTRICT

INTER-OFFICE CORRESPONDENCE

Date:

To: DISTRICT ACCOUNT PAYABLE

From:

Re: SAFETY SHOE REIMBURSEMENT- Building and Construction Trades Council

The employee listed below has purchased the required safety shoe and is entitled to up to \$150 reimbursement per Fiscal Year, per Article 11 Section E of the Agreement between the Los Angeles Community College District and Los Angeles/Orange County Building and Construction Trades Council. 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 referen

Appendix I Diversity, Equity, Inclusion, and Accessibility Evaluation Form

Access an [Accessible Fillable PDF Form of Diversity, Equity, Inclusion, and Accessibility Evaluation Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Other%20Evaluation%20Tools/Diversity%20Equity%20Inclusion%20and%20Accessibility%20Evaluation%20Form%20(AI).pdf?csf=1&web=1&e=7TqsQC) at the following webpage:

[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Other%20Evaluation%20Tools/Diversity%20Equity%20Inclusion%20and%20Accessibility%20Evaluation%20Form%20\(AI\).pdf?csf=1&web=1&e=7TqsQC](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Other%20Evaluation%20Tools/Diversity%20Equity%20Inclusion%20and%20Accessibility%20Evaluation%20Form%20(AI).pdf?csf=1&web=1&e=7TqsQC)



Diversity, Equity, Inclusion, and Accessibility Evaluation Form

Instructions

The DEIA competencies and criteria included in this form are meant to define the skills, knowledge, and behavior employees must demonstrate to work, teach, and lead in a diverse environment that celebrates and is inclusive of diversity.

Attach additional pages as necessary.

Evaluatee Information:

Name of Evaluatee:

Location:

Job Title:

Evaluation Period:

From

To

1. Cultural Competency

Reflect on your ability to acknowledge and embrace diverse cultural identities and recognize the impact of racial and social identities in creating oppression and marginalization. Discuss how your understanding of the lived experiences of culturally diverse students, employees, and communities in the District guides your contributions to student success, equity, and inclusion. Evaluate your commitment to seeking DEIA and anti-racist perspectives, and applying that knowledge to create respectful, inclusive environments that affirm diversity.

Comments:

2. Self Reflection, Self Assessment, and Self Improvement

Discuss your commitment to self-assessment and continuous improvement in DEIA and anti-racism. Reflect on your understanding of racial superiority or inferiority, evaluate your awareness of your own internal biases and behaviors, and address the harm they may cause to minoritized communities. Describe your efforts and commitment to enhancing your DEIA and anti-racism knowledge, skills, and behaviors. Discuss how you have implemented DEIA and anti-racism practices in your service and assessed student outcomes and progress to address equity gaps.

Comments:

3. Diversity, Equity, Inclusion, and Accessibility Pedagogy and Curriculum (Faculty Only)

Reflect on your journey to promote diversity, equity, inclusion, and accessibility and incorporate anti-racist pedagogy in your teaching practice. Explore how you have accommodated for diverse learning styles and utilized holistic assessment methods. Consider your participation in training to incorporate culturally affirming pedagogy and how it has influenced your teaching approach. Consider your role in promoting equitable access through your pedagogy and assess your ability to teach culturally affirming pedagogy. Discuss your efforts to foster an anti-racist and inclusive environment for minoritized students.

Comments:

4. Data

Reflect on your use of data to identify inequitable outcomes and engage in equity-mindedness. Consider how you recognize racialized patterns in the data, policies, and practices, and use this information to inform strategies for improving equitable student outcomes and success.

Comments:

5. Diversity, Equity, Inclusion, and Accessibility and Mission

Discuss your understanding of the importance and impact of DEIA and anti-racism within the context of LACCD's mission. Consider how DEIA and anti-racism align with and contribute to the greater mission of the LACCD.

Comments:

6. Service

Explore your role in promoting and advancing DEIA and anti-racist goals and initiatives. Consider your involvement in committees and or activities that promote systemic and cultural change to address equity gaps and support minoritized groups. Discuss how you contribute to student life on campus and support diverse students beyond the classroom. Reflect on your incorporation of DEIA and race-conscious pedagogy or curriculum in campus activities for students, faculty, and staff. Evaluate your understanding and application of asset-based student-centered practices that recognize students' lived experiences, strengths, and capabilities, empowering them to take ownership of their learning. Discuss your development and implementation of student programs and activities that incorporate a race-conscious and intersectional lens. Evaluate your efforts to support minoritized students and create inclusive environments.

Comments:

7. Diversity, Equity, Inclusion, and Accessibility Environment:

Discuss your role in promoting and contributing to a diverse, inclusive, and anti-racist environment for students, colleagues, and community members.

Comments:

8. Professional Development

Reflect on your dedication to continuous self-growth and progress through active participation in DEIA professional development and learning opportunities. Discuss how you have provided professional development and learning opportunities for students, faculty, and or staff to advance DEIA and anti-racist strategies.

Comments:

9. Connected to Mission

Reflect on the connection between DEIA and anti-racist efforts and the mission of LACCD (Los Angeles Community College District) and the Vision for Success.

Comments:

10. Employee Interactions

Supervisors: Reflect on your efforts to recruit, hire, and retain diverse faculty and staff, while promoting DEIA and anti-racism. Consider how you introduce new employees to these values and expectations. Reflect on your contribution to a respectful, diverse, and equitable campus and work environment. Evaluate your engagement in supportive behaviors and attitudes that foster a positive and inclusive atmosphere. Evaluate your engagement in effective communication with diverse individuals, and inclusion of diverse perspectives. Assess your demonstration of respect, compassion, and empathy towards others.

Faculty and Staff: Reflect on your role in promoting a respectful, diverse, and equitable campus and work environment. Consider how you acknowledge and respect colleagues' diverse backgrounds. Evaluate your engagement in supportive behaviors and attitudes that foster a positive and inclusive atmosphere. Evaluate your engagement in effective communication with diverse individuals, and inclusion of diverse perspectives. Assess your demonstration of respect, compassion, and empathy towards others.

Comments:

Statement Review

This evaluation has been reviewed by me and discussed with my supervisor.

Employee Signature:

Date:

Name of Supervisor:

Supervisor Title:

Signature of Supervisor:

Name of First Reviewer:

First Reviewer Title:

Signature of First Reviewer:

Name of Second Reviewer:

Second Reviewer Title:

Signature of Second Reviewer: