

# **AGREEMENT**

**2002-2005**

**July 1, 2002 through June 30, 2005**

**Between the**

**AMERICAN FEDERATION OF TEACHERS  
COLLEGE STAFF GUILD  
LOCAL 1521A, CFT/AFT, AFL/CIO**

**And the**

**LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

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**NOTES**

## **ARTICLE 1, PREAMBLE**

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board) and the American Federation of Teachers College Staff Guild, Local 1521A, AFT/AFL-CIO, (hereafter referred to as the AFT) hereby enter this agreement in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Los Angeles Community College District (hereafter referred to as the District) and join in dedication to the students and community we are pledged to serve.

## **ARTICLE 2, EXCLUSIVE REPRESENTATIVE**

The Board of Trustees hereby recognizes that the AFT was certified by the Public Employment Relations Board (PERB) as the exclusive representative for the Clerical/Technical Unit as enumerated and listed in Appendix A and PERB modifications thereto in accordance with the California Educational Employment Relations Act, California Government Code sections 3540-3549.3. The Clerical/Technical Unit may be modified in accordance with the rules and regulations of PERB. Any such modification automatically becomes a part of this Agreement.

## **ARTICLE 3, NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY, AMERICANS WITH DISABILITIES, SEXUAL HARASSMENT, AND HARASSMENT (NON-SEXUAL)**

- A. **Non-Discrimination:** The District and the AFT agree not to discriminate against any unit member on the basis of race, color, creed, national origin, religion, sex, pregnancy, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, veteran status, job status, physical disability or perceived disability (i.e. an individual who is perceived to be a member of or is associated with members of a high risk group for AIDS or any other infectious disease or an individual who has tested positive in an AIDS antibodies test or an individual who associates with those in high risk groups, those perceived to be in high risk groups, and those who actually have the disease), or medical condition, (cancer related). The District and the AFT agree to comply with all federal and state laws regarding non-discrimination. Further, the District agrees to treat each employee in a fair and equitable manner and not to discriminate against an employee because of his/her membership in AFT or because of the exercise of his/her rights under District written rules, the law, and this Agreement.
- B. **Equal Employment Opportunity and Diversity:** The policy of the District and the AFT is to actively implement equal opportunity to all qualified employees and applicants for employment without regard to race, color, national origin, ancestry, religion, creed, sex, age, handicap, perceived handicap, marital status, sexual orientation, or veteran status. In accordance with applicable state and federal laws and Title 5 regulations, the District and AFT agree on the principle and concept of the District's Equal Opportunity and Diversity in Employment Program and further agree to work together towards the goals of that program. In furtherance of these goals, the District and the AFT will work together towards promoting diversity and ensuring equal employment opportunity.
- C. **Americans With Disabilities:** Notwithstanding any other provision in this Agreement, the decision to make or refuse any reasonable accommodation or to take any other action to fulfill legal obligations imposed by the Americans with Disabilities Act shall be made by the Committee for the Disabled (Article 19, Section I.f.). Any decision of this Committee shall comply with this Agreement.
- D. **Sexual Harassment:** No employee shall be subject to sexual harassment. The District and the AFT agree to review and, if necessary, make recommendations for the revision of the existing Sexual Harassment Policy to a committee structure convened by the Board of Trustees for the purpose of considering such recommendations. Said Committee shall be convened at the request of the AFT Staff

Guild or any other District constituency. The AFT shall be represented on that Committee in accordance with Article 24 of this Agreement. The policy shall comply with all federal and state laws including the distribution of brochures on the District's Sexual Harassment Policy, procedures and training to all District employees. The District shall be responsible for the preparation and the distribution of brochures on the District's Sexual Harassment Policy after consultation with the AFT, in accordance with Article 5, Section D., and shall provide training on the policy and associated procedures to all District employees.

**E. Harassment (Non-Sexual):**

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

A hostile work environment exists when there is specific evidence of a pattern or practice of verbal or physical behavior, which would be offensive to a reasonable person, and which is severe and pervasive enough to adversely affect an employee's work environment or is so egregious it warrants immediate action. Reasonably omitted are meetings between a supervisor and an employee, wherein discipline will be communicated. Employees shall retain the right to seek AFT representation (Article 16, E.).

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

3. Complaint Procedure: Complaints of non-sexual harassment shall first be presented to the complainant's immediate supervisor, in writing. If the complaint is against the immediate supervisor, the complainant shall present the complaint to the next higher level of supervision. The person to whom the complaint was made shall investigate the complaint, and shall provide a written response within ten (10) working days. If the complainant has not received the response or is not satisfied the complainant may avail himself/herself of the procedure in paragraph 4 below.
4. Employees who believe they have been subjected to harassment as defined in this section will first attempt mediation. If after mediation the complaint has not been resolved, the complaining party may file a grievance as set forth in Article 22, Steps 1 through 3. No employee shall knowingly file false allegations of harassment.

**ARTICLE 4, BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES**

The Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority established in California Government Code sections 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision, and control of the Los Angeles Community College District operations, working force and facilities are vested in the Board of Trustees. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, classify in accordance with Personnel Commission rules,

assign, evaluate, suspend, transfer, lay off, and to discipline or discharge employees; to determine the means and methods by which work is to be performed not inconsistent with this Agreement; to determine job classifications and standards of performance in accordance with Personnel Commission rules; to introduce or discontinue any programs or facilities; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the Board of Trustees of the Los Angeles Community College District.

The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.

## **ARTICLE 5, GENERAL PROVISIONS**

- A. 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.
- B. All public information of the District shall be made available to the Exclusive Representative upon request. All information given general distribution to management necessary for the enforcement of the contract shall be provided to AFT upon issuance and/or distribution. All documents available to the Board of Trustees shall be provided, upon request, to the AFT upon issuance and/or distribution, except in those areas excluded by law.
- C. The Board shall not discriminate against unit members or applicants for unit positions because of their membership in the AFT or because of their exercise of other rights to meeting and negotiating as provided by law.
- D. This Agreement shall modify, replace or add to any policies, rules, regulations, or procedures which shall be contrary to, or inconsistent with, any provisions of this Agreement. The Board or its representatives shall take no action to adopt or modify any written policy, rule, regulation or procedure within the scope of bargaining in effect at the time of this Agreement's execution and which is not superceded by this Agreement without consulting with the AFT to reach agreement.
- E. This Agreement is not intended to modify or replace by any of its terms the right of every unit member in the bargaining unit under the law. Both parties agree to comply with state and/or federal laws.
- F. In the event that any provisions of this Agreement are, or shall be, at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.
- G. The Board is committed to protecting the integrity of the Clerical/Technical Unit.
- H. The Los Angeles Community College District shall strive to maintain a sufficient level of permanent staff in the Clerical/Technical Unit to perform the duties of the Clerical/Technical Unit. Budgeting and staffing shall reflect this policy.

Student Employee Workers as defined in Personnel Guide B 385, shall be employed in accordance with applicable federal and state laws, Education Code provisions, District and Personnel Commission rules and procedures and Public Employment Relations Board (PERB) Settlement Agreement LA-CE 2398 (Appendix P). Student Employee Workers shall not supplant Clerical Technical Unit employees but may supplement them. Student Employee Workers shall not be hired in lieu of filling a Unit I vacancy, displace any Unit I employee, nor assume the regular duties and responsibilities of Unit I employees.

It is the District's intent to implement a "position control" system that will identify and document every authorized position in the District, whether it is filled or vacant. Once that system is in place the District shall provide the AFT with a report on classified Unit 1 staffing levels at each college and the District Office once every six months.

The AFT and the District shall consult on the appropriate regular Unit I staffing for Specially Funded Programs.

## **ARTICLE 6, AFT RIGHTS**

- A. Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Shelter Annuities (TSA), AFT College Staff Guild Committee on Political Education (COPE), Legal Defense, and Insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.
- B. The AFT shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards (including an AFT designated mailbox on each campus), mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment 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 AFT.
- C. The AFT shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules. AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- D. Subsequent to mutual agreement on the format, copies of this Agreement shall be printed at the shared expense of the parties within sixty (60) days after execution of this Agreement and a copy distributed by the AFT to each unit member now employed. The District shall distribute a copy to new employees, and to all supervisors, managers and administrators. A copy of the Agreement shall be permanently housed in the reference section of the Learning Resource Center at each college. At the Educational Services Center, a copy of the Agreement shall be available in the Office of Labor Relations. Current updated copies of Board Rules, Personnel Guides and Personnel Commission Rules shall be maintained in the same locations.
- E. Upon written request of AFT, the District shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all unit personnel, tentative budgetary requirements, allocation of state and federal funds, student enrollment data, and such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the staff and students, together with information which may be necessary for the AFT to process any grievance or complaint. The District shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the Clerical/Technical Unit based on current information in District computer files. The District shall provide the AFT a copy of the database documentation maintained by its technical staff. Corrected documentation shall be provided to the AFT as it becomes available.
- F. At the close of each pay period, the District shall provide the AFT with a list of all newly employed and newly terminated unit members. Addresses, telephone numbers and location shall be provided in list

form and provided in electronic form to the AFT by the District as soon as possible. All AFT access to District data in electronic form shall be via extract files. The AFT shall, at its request, be provided access to the LACCD network to include E-mail, Internet access, and limited file transfer, but not including TPE, time-sharing, or other services such as word processing. The AFT shall bear the cost of one-time (startup) charges and monthly charges associated with such network access.

- G. Designated representatives of the District and the AFT shall meet on a mutually agreed upon date, place and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Both parties may submit an agenda for discussion. The AFT representatives shall be allowed released time to attend the meeting(s).
- H. The College Presidents or their designees (the District representative for the District Offices) and the designated location AFT representative shall meet on a mutually agreed upon date, place and time at least once a month for the purpose of reviewing the administration of the Agreement articles relating solely to location matters. Both parties may submit an agenda for discussion. The location AFT representative shall be allowed released time to attend the meeting(s).
- I. The District shall grant a maximum of 3.00 FTE (based upon 160 hours per pay period) of released time with pay to the AFT per pay period. Written notice indicating the name(s) of the employees, location, and amount of released time for each employee must be provided to the District by AFT at least three (3) weeks before the effective date. As necessary, the AFT may reassign released time. The AFT must inform the District, in writing, of such reassigned time. The AFT may request of the District to utilize released time previously unused during prior pay periods for special, unusual or unforeseen circumstances; with the mutual agreement of the District and the AFT, the request shall be granted. The released time shall be taken on a fixed schedule, which may vary upon advance notification, whenever possible, to the employee's supervisor or designee. The released time shall be considered as "on duty" time for the reporting of absences. Such reduced load is for the purpose of facilitating the AFT's processing of grievances and the implementation of the Agreement.

Additionally, the AFT shall be granted up to three (3) hours of released time, plus reasonable travel time, per month, per college location and the District Office, for the purpose of attendance at AFT Staff Guild Executive Board meetings. Such time is to be allocated by the AFT. Upon mutual agreement of the AFT and the District, such released time may be redistributed. The AFT shall notify the District, in writing, of those employees to be released each month no later than five (5) working days before the date of the meeting.

- J. The District and the AFT shall develop methods to ensure that inter-office and U.S. mail reach the Unit I employee to whom it was addressed. The method which is developed shall not result in increased costs to the District or individual campuses. Where possible, Unit I employees shall be provided with individual mailboxes.

Mail marked **Personal and/or Confidential** shall only be opened by the employee to whom it was addressed.

- K. Use of E-mail: Electronic mail (e-mail) shall not be used to issue employees' Performance Evaluations, counseling memoranda, letters of reprimand and/or Notices of Unsatisfactory Service. If e-mail is used to communicate an assignment to an employee, the employee shall be furnished a "hard copy" of such e-mail immediately, if the employee has previously requested it.

## **ARTICLE 7, AGENCY SHOP**

- A. The District shall deduct and make appropriate remittance to the AFT all dues and/or service fees as regulated by the dues structure of AFT in accordance with the following:
1. The District shall deduct AFT dues in accordance with Article 6, Section A.
  2. The District shall deduct amounts, designated by the AFT, in accordance with Article 6, Section A, for all members of the unit who are not members of the AFT College Staff Guild.
  3. Unit members, who object, on religious grounds, to paying union dues or agency fees, shall apply to the AFT for exemption to Section 1 or 2 above. If the exemption is agreed upon by the AFT, the District shall deduct the equivalent of AFT dues and pay that sum to one of three organizations mutually agreed upon by the parties and selected by the person.
  4. The District shall not be liable to the AFT 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 AFT agrees that it shall pay reasonable attorney fees, indemnify and save the District harmless, its officers, employees and agents against any liability arising from any and all claims, demands, actions or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification, or authorization furnished under this Article. The AFT, in addition, agrees it should refund to the District any sums paid to it in error.

## **ARTICLE 8, WORK ENVIRONMENT**

- A. **District Compliance:** The District shall conform to, and comply with, all applicable health, safety, fire, and sanitation requirements imposed by state, federal, city or county laws or regulations adopted under state, federal, city or county law or applicable OSHA regulations. The District will also conform with state and federal law and guidelines governing the use of computer terminals. The location Work Environment Committee, as indicated below, shall also consider and review potential health problems associated with prolonged and intense use of computer terminals.

By January 15, 2003, each college and the District Office shall begin work on developing or revising its disaster and emergency preparedness plan to insure compliance with legal mandates and the establishment of methods for ongoing training.

The District and the AFT shall work towards providing conditions for a safer, more healthful and more sanitary work environment.

- B. **Computer Terminals/Technological Changes:** The District and the AFT shall form a Technological Environment Committee (TEC) whose purpose it shall be to develop guidelines for the safe, healthful, and efficient use and operation of new technology and any affects on the Clerical/Technical Unit as a result of the implementation of technological changes. When necessary the Committee shall meet and develop guidelines for other technological changes and the District and the AFT shall reopen negotiations on this Article in order to negotiate a good faith agreement on guidelines proposed by the TEC (see also paragraph J.).

The AFT retains the right to negotiate or consult as needed on the effects of changes in educational delivery systems.

C. All Unit I employees shall be provided a workspace that is free of tobacco smoke.

The AFT College Staff Guild and the District shall encourage worksite Staff Development Committees and the EAP director to implement educational non-smoking support programs. Clerical/Technical Unit employees shall have the option of attending such sessions where provided. Clerical/Technical Unit employees shall have the option of enrolling in non-smoking programs provided by the District's health care carriers.

D. The District and the AFT shall propose to the Joint Labor Management Benefits Committee that the Committee assess the need for and development of a "wellness" program, with the goal of providing in-service training in areas such as mental and physical health, fitness, prenatal and postnatal care, nutrition, stress management, asbestos information, AIDS prevention and other such areas of common interest.

E. The District and the AFT shall establish a committee to assess the need for and with mutual agreement to implement a program which will provide child care facilities for members of the Clerical/Technical Unit.

F. **Work Environment Committee:** The District Office and each campus shall establish a Work Environment Committee (the "WEC") composed of two (2) Staff Guild members designated by the AFT Staff Guild and two (2) administrators designated by the College President or appropriate Senior or Associate Vice Chancellor or his/her designee and other employees as designated by their contracts with the District. The chair of the Committee shall be a bargaining unit member selected by the Committee. This Committee shall consider all work environment matters including, but not limited to: facilities, office space, air quality, temperature control, lighting, computer usage, health, safety, sanitation, fire and working conditions to ensure compliance with Section A. The Committee shall make recommendations in a written report to the Administration. The Administration shall respond in writing to the recommendations within twenty (20) working days. Members of the WEC, as authorized by the Committee, have the right to make site visits, assess work environment conditions, and report to the WEC as a whole. The Committee shall work with the College President or his/her designee towards implementation of the Committee's recommendations, and, when necessary, through the appropriate shared governance procedures. Any violation of section A shall be corrected by the District/campus in an expeditious manner with the exception of imminent hazards which shall be corrected immediately. Training and education shall be provided to the Work Environment Committee on the above matters as needed.

G. **Released Time:** The bargaining unit members of the Committee shall be allowed reasonable released time to carry out the obligations under Section A & F.

H. **No Discrimination:** No employee shall be in any way discriminated against or suffer repercussions as a result of reporting any condition, either to the District or to any other relevant agency, believed to be a violation of Section A, or the paragraph below.

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

I. Unless otherwise provided, every Unit I employee shall have an ergonomic chair at his/her work station(s).

J. **Computer Terminals:**

1. **Compliance:** The Los Angeles Community College District and the American Federation of Teachers College Staff Guild are committed to the use, purchase, and maintenance of computer/microelectronic technology and, specifically, computer terminals, in a manner which is safe, which complies with all applicable laws, OSHA regulations, and guidelines, and which conforms to current "state of the art" ergonomic standards.
2. **Technological Environment Committee:** A committee, composed of equal numbers of members appointed by the Union and the District, shall meet to develop proposals for guidelines in addition to those contained in this Article for the purchase and use of new computers and associated equipment according to current ergonomic factors. Employees who are operators of such equipment shall participate in Committee meetings. With the agreement of both parties, but no more frequently than once per fiscal year, this Article may be reopened to consider the incorporation of the Committee's findings.

The AFT and the Committee shall have access to all requisitions and purchase orders for computers and associated equipment.

3. **Definitions:** A computer operator shall be defined as an employee who works twenty (20) hours per week or more at a computer terminal on tasks including, but not limited to, inputting data or programming computers.
4. **Ergonomics - The Design of a Safe and Healthful Work Environment:** The District shall provide training to ensure that the purchase or lease of computers and associated equipment, its installation, use and maintenance shall conform to the following ergonomic guidelines:
  - a. **Lighting**
    - (1) The computer workstation shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.
    - (2) Whenever possible, the work area shall be painted with a low-reflective color.
    - (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.
  - b. **Glare**
    - (1) The luminance of computer characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.
    - (2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the computer.
  - c. **Keyboard, Pointing Device and Screen**
    - (1) The keyboard shall be adjustable and detachable, and on a slightly downward slant away from the operator, but his/her wrists should remain in a neutral, flat, not bent, position.

- (2) The screen shall be adjustable horizontally and vertically to fit the operator's plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.
- (3) The screen shall be adjustable for brightness and contrast.
- (4) Newly purchased monitors shall have screens larger than fifteen (15) inches.
- (5) Employees shall have a choice from at least two (2) different types of keyboards and pointing devices before purchase.

**d. Printer**

- (1) Excessive printer noise (defined as an average of 65 db or above measured over an eight 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 80 db or more shall be in a separate room.

**e. Chair and Desk**

- (1) The chair shall be adjustable for seat height, backrest height and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with appropriate casters, depending on floor surface (carpeting or tile). 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. Ergonomic stools shall be provided in counter office areas. Employees shall be given the option to select their own chair and/or stool from a selection of appropriate chairs or stools.
- (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 mouse and a mouse pad, 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 surface is desirable.
- (6) Footrests and wrist rests shall be available.
- (7) Footrest rungs shall be available in counter office areas to assist employees in relieving musculo-skeletal problems.
- (8) Employees shall be provided appropriate floor mats in both sitting and standing areas.

**f. Maintenance and Monitoring**

- (1) Color monitors with screens measuring more than 14 inches diagonally shall be inspected annually for excess x-ray emission. Regulation of computer voltage should be within the specifications of the manufacturer.

- (2) As necessary, each computer shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced in accordance with section 8.J.4.
  - (3) If an employee discovers a problem with a computer or accessory, he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner.
  - (4) Maintenance records for computers and associated equipment shall be maintained by the supervisor or manager responsible for the equipment. These records shall be available at reasonable notice to the operator working on a particular piece of equipment and to the AFT for all equipment.
  - (5) Indoor temperature in the workplace shall be maintained at not less than approximately 65 degrees Fahrenheit. Adequate ventilation shall be provided.
5. **Work Breaks:** Every employee actively working at a computer terminal shall be required to take a fifteen (15) minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Employees shall not be required to operate computer equipment fifteen (15) minutes before the end of his/her shift.
6. **Eye Examinations:** New operators (those employees newly assigned to positions requiring the operation of computers and associated equipment twenty [20] hours or more of operation per week, or those employees whose duties have changed to require such operation) shall have their eyes examined within two (2) months of having been assigned to such a position (see Article 19.D.). The examination shall be performed by an optometrist or ophthalmologist covered by the District's hospital/medical or vision care insurance. Employees presently assigned as operators who have not had their eyes examined within the last year shall have such an examination within two (2) months from the effective date of this Article. All operators shall have their eyes examined annually thereafter. In addition to routine optical testing, the examination shall include tests for visual field acuity, color vision, cataracts, and accommodation. Operators shall inform the attending physician that they are computer operators and that the above conditions must be tested for.

Operators or users required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for computer use shall be covered by the VSP/Computer plan for lenses, frames and basic treatment for the initial prescription and each time the prescription changes (frames to be replaced when they are no longer serviceable). If an operator or user is required by an optometrist or ophthalmologist to have an eye examination more frequently than once a year, the cost of the additional examination(s) shall be covered by the plan. Lenses and frames not required exclusively for computer use shall be paid for by the operator or user who may utilize the benefits available from the district's hospital/medical and/or vision care insurance plans.
7. **Pregnancy and Disability:** Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.
  - a. At their request, pregnant employees shall be reassigned from duties involving computers, shall be moved from the vicinity of computers, or shall remain in their positions and shall be relieved of their computer duties, for the term of the pregnancy. At the conclusion of the pregnancy, the

employee shall have the right to return to the position from which she was last reassigned. If the employee does not return immediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.

- b. Disabled employees shall be reassigned from computer duties or shall be moved from the vicinity of computers, or shall remain in their position and shall be relieved of computer duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving computers or to return to a work space in the vicinity of computers, an employee shall be assigned to a position in his/her classification in accordance with the following:
  - (1) Employees returning from a reassignment of ninety (90) working days or less shall be returned to the same position from which the reassignment was made.
  - (2) Employees returning from a reassignment of more than ninety (90) days to one hundred twenty (120) working days shall be returned to a position in his/her classification at the location to which the employee is assigned.
  - (3) If an employee remains reassigned for more than one hundred twenty (120) working days, the applicable portions of Article 19, Section I, 8. f. shall apply.
- c. Temporary reassignments cited in paragraphs 7.a. and 7.b. (1) and 7.b. (2) shall be without loss of pay and benefits.

As research further clarifies the effects of radiation and other factors on computer operators, the TEC Committee shall make recommendations for the modification of these guidelines.

- 8. **Training and Education:** The AFT and the District shall develop and distribute a written guide for the safe and healthful operation of computers and associated equipment. The guide shall include, but is not limited to, instructions on relaxation exercises for visual and musculoskeletal strain, the proper use of footrests and wrist rests, proper posture and other beneficial work habits. As new information becomes available, it shall be incorporated into this guide.

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

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

- a. Computer operators and users shall be trained on the normal use of computers and associated equipment and its safe and healthful operation. Such training shall be made available through formal classes, in-service training, on the job training, and/or training, provided by manufacturers and vendors.
- b. 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.

**9. New Technology and Job Security:**

- a. No employee shall be laid off or demoted as a consequence of the introduction of computer/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.
- b. As new job classifications are created in response to the introduction of new or changing technology, the AFT shall have the right to consult on those classifications in accordance with Article 15. When appropriate, and with the approval of the Public Employment Relations Board (PERB), the new classifications shall become part of the Clerical/Technical Unit.
- c. Current bargaining unit work or new bargaining unit work which results from new or changing technology shall remain the work of the bargaining unit. The District and the AFT recognize that upon the implementation of software developed by outside sources, the application, routine maintenance and normal modification of such software to District needs and functions remains the work of the Clerical/Technical Unit. Exceptions to the above may be made by joint agreement between the AFT and the District.

**10. Implementations:**

- a. The purchase and installation of new computer/microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this Article.
  - b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Article.
  - c. First priority shall be given to upgrading the equipment and work environment of computer operators as defined to conform to the guidelines contained in this Article; second priority shall be given to those defined as computer users. Replacement equipment shall be provided to computer users according to the approximate number of hours the user works at a computer, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Article as it becomes necessary to replace such equipment; the work environment shall be improved as necessary.
  - d. Computers and associated equipment and/or accessories which do not presently meet the guidelines in this Article shall be brought up to the guideline standards within one (1) year from the date of this Agreement.
  - e. Notwithstanding the implementation guidelines contained in this Article, whenever computer equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, the equipment and accessories shall be replaced immediately with equipment and accessories which meet the standards contained in this Article. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.
11. Any disputes arising out of the implementation of this Article shall be resolved by the AFT and the District in a good faith effort to reach agreement.

**K. Violence in the Workplace**

1. In an effort to provide a safer work environment, and to make Clerical/Technical unit and management employees aware of issues regarding violence in the workplace, the District and the AFT shall develop training programs, which shall include, but not be limited to, the following topics:
  - a. Security measures already existing in the work place.
  - b. "Sensitivity" training.
  - c. Recognizing threatening or potentially threatening situations, and the proper procedure for reporting them to campus and/or local law enforcement.
  - d. Personal safety training to assist employees in avoiding violent or potentially violent situations, and to prepare them to better deal with such situations should they arise.

Violence in the Workplace procedures shall be published and distributed. The District and the AFT shall be responsible for providing an education and training program. Clerical/Technical Unit employees shall attend the initial training and shall receive appropriate released time for this and subsequent training. The AFT and the District shall develop procedures for training new employees. Training programs shall be open to all District managers, administrators, supervisors, Los Angeles County Sheriff personnel and all other District employees who shall be encouraged to attend.

2. During hours of darkness, or when an employee's workstation or parking space is in a remote area, Clerical/Technical Unit employees may request that campus security provide an escort for them upon employees' request. The escort shall be designated by district security services, or other District designated personnel.
3. The District and the AFT shall review and evaluate existing security plans, and make recommendations to worksites for changes.
4. The District and the AFT shall continue discussions regarding violence in the workplace during the term of this Agreement. The District and the AFT shall reach consensus on the number of participants. Each constituency shall select its own participants. These discussions shall include, but not be limited to, an investigation of electronic security devices. The discussions shall be conducted using Interest Based Bargaining or other effective communication processes. When needed, those employees involved in such discussions shall be granted appropriate released time.
5. Where additional funding for any of the above provisions is required, the District and the AFT shall develop funding sources for implementation.

**ARTICLE 9, UNIFORM, TOOLS AND PERSONAL PROPERTY**

- A. The cost of the purchase, lease, or rental of uniforms, tools, identification badges, emblems, cards, and other such property required by the District shall be borne by the District. The aforementioned articles shall be retained as property of the District and shall be surrendered upon demand.
- B. Each Unit I employee shall be provided with a facility for the purpose of storing coats, jackets and other articles of clothing. Employees, upon request, shall be issued a secured storage area (desk, locker, etc.) with a key for the purpose of storing personal property.

Items of personal property on an employee's desk shall not be disturbed or removed. If it is necessary to remove documents or other materials from an employee's desk, the person so doing shall inform the employee at the first possible opportunity. Every effort shall be made not to rearrange or otherwise disturb materials.

- C. The District shall reimburse employees for any stolen or damaged personal property in accordance with Board Rule 101500. Each Unit I employee shall be provided the District's procedures for filing claims concerning damage and/or loss incurred to any personal property. These procedures shall be posted in or near the mailroom and at campus security. Campus security shall facilitate the filing of any forms necessary.
- D. Unit I employees, who, as part of their District assignment, regularly lift and/or push items of more than fifteen (15) pounds, shall be issued back support belts. These employees shall be required to wear such belts consistently unless the employee presents written medical documentation to the contrary. The belts shall be selected, after approval by the AFT and the District, and purchased by the District. The belts shall remain District property. Employees in such assignments shall receive training in the proper methods of lifting and pushing weights and in the proper ergonomic design of areas where lifting and pushing occurs. Employees shall be responsible for performing their duties according to that training.

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

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

- E. **Athletic Trainer Professional Liability Insurance and Professional Dues:** By March 30, 1994 the LACCD shall provide proof of medical malpractice liability insurance to all Unit I Athletic Trainers. If not, the District shall reimburse, upon receipt of proof of payments, Unit I Athletic Trainers for their Professional Liability Insurance premiums.

The District shall also, upon receipt of proof of payments, reimburse, within a reasonable time period, Unit I Athletic Trainers for their National Athletic Trainers Association (NATA) dues as of September 1, 1993. The California Athletic Trainers Association (CATA) dues were incorporated into the NATA dues effective July 1996.

**ARTICLE 10, VACATION**

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

<b>Days of Vacation</b> <b>Creditable Years</b> <b>of Paid Service</b>	<b>Vacation Accrual Factor</b>	
	<b>Based on 40-Hour, 5-Day</b> <b>Workweek Excluding Overtime</b>	<b>Based Upon a</b> <b>12-Month Assignment</b>
Less than 1 year	.03846	10
1 year but less than 2 years	.04231	11
2 years but less than 3 years	.04615	12
3 years but less than 4 years	.05000	13
4 years but less than 9 years	.05770	15
9 years but less than 10 years	.06155	16
10 years but less than 11 years	.06539	17
11 years but less than 12 years	.06923	18
12 years but less than 13 years	.07308	19
13 years but less than 20 years	.07693	20
20 years or more	.09232	24

B. For purposes of this Article, a year is defined as the period of time between the beginning of the Second Special School Month in successive calendar years. For the period prior to initiation of the Special School Month payroll calendar, a year shall be the 12-month period ending on June 30 of each calendar year.

For purposes of this Article, a day of vacation is based on a five (5) day, forty (40) hour workweek, and means eight (8) hours.

- 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 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 Second Special School Month each year.
- E. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to 130 days of paid service in regular assignments, except for employees subject to the provisions of Section F. below. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of 130 days of paid service. Vacation taken as provided in Section F. of this Article shall not be considered in conflict with this provision.

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

- F. Employees may be requested to take vacation to the extent that it has been earned, on the days during the school year which are determined by the Board of Trustees as school holidays or at any time during the assignment period to avoid leave without pay, except A basis employees.
- G. Fractions of hours shall be reported in quarter hour increments.
- H. Vacation shall be taken at a time convenient to the employee, provided that it is requested not less than fifteen (15) working days in advance. The supervisor shall approve or deny the request for vacation within three (3) working days of the receipt of the request. If in such three (3) working day period a vacation denial has not been received, in writing, the vacation shall be deemed to have been approved. Such denial may be on the vacation request form. Vacations may be changed at any time, however, vacations once approved, shall not be changed without the employee's consent. ***Nothing in this paragraph shall preclude an employee from requesting and being granted vacation at any time.***
  - 1. If the employee consents to reschedule or cancel his/her vacation at the request of the District, the District shall reimburse the employee for all cancellation penalties, to include reimbursement for the difference between any higher fare and/or rate for hotels or other accommodations and the fare and/or rate the employee originally had confirmed. To be eligible for reimbursement, the employee must provide written evidence that he/she made reservations and paid a financial commitment for those reservations, or that the employee was assessed a penalty or other fee for having changed the reservations.

The employee shall receive Casual Leave to facilitate the above process.

The District shall make every reasonable effort to reimburse the employee within ten (10) working days upon submission of appropriate evidence.

- 2. The District and the AFT shall implement a procedure for the receipt by the employee of "vacation pay" in advance of a vacation at the option of the employee. The District and the AFT shall negotiate a procedure for the request of and issuance of "vacation pay".
- I. In order to promote a "wellness" concept, the AFT and the District encourage Unit I employees to take their annual vacation. No request for vacation by a Unit I member shall be unreasonably denied.

For any pay period in which a Unit I employee's vacation balance reaches 400 hours, the employee shall not earn any additional vacation credit.

Hours earned pursuant to Article 19.H.8. (Perfect Attendance) shall count towards the 400-hour limitation on vacation accrual, however perfect attendance vacation shall continue to accrue even if an employee's vacation balance equals or exceeds 400 hours.

Notwithstanding the provisions of Article 19.H.3.m. (Illness Leave), and Article 19.I.5.c. (Industrial Accident Leave), an employee on an appropriately certified Illness Leave or Industrial Accident Leave shall be allowed to use vacation when the vacation accrual balance has reached 400 hours.

If employees do not take their full annual vacation, the amount not taken shall accumulate for use in the next year, not to exceed the vacation accrual limit.

Employees with more than 400 hours will be limited to their accumulation as of July 26, 1980 (see Appendix R).

There shall be no payment for excess vacation.

When an employee's vacation balance reaches 350 hours, an informational reminder will appear on the employee's pay stub. It is the employee's responsibility to request vacation to avoid going over the vacation accrual limit. If the employee's vacation request is denied, the employee has the option to take or schedule vacation within the next thirty (30) days.

- J. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless he/she has served for the equivalent of more than twenty (20) consecutive working days, or receives specific approval from the appropriate supervisor.
- 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 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 A. of this Article, which is applicable to the position in which he/she serves during the summer.
- N. A regular employee who serves in his/her regular assignment and also in a summer substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if he/she had served 160 hours in his/her regular assignment.
- O. A permanent classified employee shall, upon notification to the appropriate supervisor, be permitted to interrupt or terminate vacation in order to begin Illness Leave provided that the employee indicates, at the earliest practical opportunity, in accordance with Illness Leave Section H. of Article 19, the basis of the request for change in leave status and provides appropriate supporting documents and the probable duration of the requested leave.

- P. A permanent classified employee shall, upon notification to the appropriate supervisor, be permitted to interrupt or terminate vacation in order to begin Bereavement Leave in accordance with Bereavement Leave, Section C. of Article 19.

## **ARTICLE 11, HOLIDAYS**

- A. **Holidays.** An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Trustees, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in A.1. through A.3. The date the following listed holidays are observed shall be determined, where appropriate, by the academic calendar.

### HOLIDAYS

New Year's Eve Day  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln Day  
Washington Day  
Cesar Chavez Day  
\*Four Hours Friday of Spring Break  
Memorial Day  
Independence Day  
Labor Day  
Admission Day (Tuesday after Labor Day)  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day  
\*See Appendix I

When the date on which a holiday is celebrated is changed, through mutual agreement between the AFT and the District, or when a change in the academic calendar causes a change in the date that a holiday is celebrated, and, as a result, employees lose a holiday due to their work schedule, those employees shall be granted another holiday as determined by the AFT and the District.

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 Section L., Article 19, 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) reported hours per week shall be entitled to a holiday in accordance with 4 and 5 below if the employee was in paid status a portion of the working day immediately preceding or succeeding the holiday. A substitute holiday may be taken in agreement with the supervisor before the end of the following pay period.

3. An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 24, 25, December 31, and January 1, shall receive pay for the four (4) holidays.
4. 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).
5. 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).

## **ARTICLE 12, HOURS AND OVERTIME**

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

1. The normal workweek shall consist of not more than five (5) consecutive days and not more than forty (40) hours per week, Sunday through Saturday. The regular workday shall consist of not more than eight (8) hours per day. Except as may be indicated in B.1. below, 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. By the mutual consent of the AFT and the District, a forty (40) hour, four (4) day work week and an eighty (80) hour nine (9) day work week shall be established (see Appendices J and K).
3. Employees' daily hours of work and shifts shall be established at the discretion of the District. An employee's shift may not be changed on a permanent basis without the consent of the employee. If it is necessary to change an employee's hours of work, within a shift, volunteers will be solicited first. If no volunteers are available, then with three (3) weeks prior written notice, an employee's hours of work within a shift may be permanently changed. Training, as approved under the provisions of Article 17, Professional Growth, or similar training shall not be interrupted by a change of hours within a shift, while such training is in progress. Such change shall only be for a reasonable business necessity of the District. Employees may request flexible or alternative work hours, based on family situation needs and/or catastrophic conditions effecting employees, their work environment and/or community where they live and travel. Every effort shall be made to accommodate the requested changes in working schedule. Denials shall be reviewed on a case-by-case basis by the local administrator and the AFT representative to reach an agreed upon accommodation.

When the District as a whole, or an individual campus/worksites experiences a shutdown during working hours, employees shall be paid as if they had worked.

4. For the purpose of computing hours worked, time during which an employee is excused from work because of holiday, vacation, paid leaves, paid absences, paid lunch or released time shall be considered as time worked by the employee.
5. All persons covered by this Agreement whose assigned time requires them to work one-half ( $\frac{1}{2}$ ) or more of their assigned time between the hours of 3 p.m. and 12 midnight shall be paid 6.9 percent above their regular daytime rate; and if one-half ( $\frac{1}{2}$ ) or more of their assigned time occurs between the hours of 12 midnight and 7 a.m., they shall be paid 13.8 percent above their regular daytime rate. If such shifts are worked less frequently than four days a week, such higher rates shall be paid for those days on which such shifts are worked. If such shifts are worked on a temporary basis (i.e.,

one day at a time), such higher rates shall be paid only for those days on which such shifts are worked. All other provisions of Personnel Commission Rule 586 shall continue in force.

6. When it is necessary, because of a reasonable business necessity of the District, to temporarily change any employee's hours of work, the District shall first call for volunteers. If no volunteers are available, an employee may have his/her hours of work changed temporarily, with at least three (3) weeks prior written notice to the employee. If not possible, then notice shall be given and the employee shall be informed in writing of the reasons that three (3) weeks notice was not possible. Training, as approved under Article 17, Professional Growth, or similar training, shall not be interrupted by a temporary change of hours, while such training is in progress.

## B. Overtime

1. **Overtime and Required Overtime.** 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 notice, at least two (2) weeks in advance, whenever possible, an employee shall be required to work overtime as needed.
2. **Scheduled and Unscheduled Overtime Lists.** Scheduled overtime is anticipated overtime planned for peak workload periods due to extended hours of operation or temporarily increased workload. Unscheduled overtime occurs when the need for additional hours of operation or increased workload has not been anticipated. Notices of office/department overtime shall be posted and updated quarterly. When a need for overtime exists, either scheduled or unscheduled, the overtime opportunity shall be offered first to employees from the specific office in which the need exists based on job classification and job duties. An overtime list shall be developed and posted based on seniority in the class with the overtime issued on a rotational basis. The AFT and the District shall reach agreement on the determination of seniority. If there are not sufficient employees in the office where the overtime exists, Unit I employees may volunteer. In such cases, notice of the overtime shall be posted in the Personnel Office and the mailroom. An overtime list shall also be developed and posted in accordance with seniority and rotation. Overtime need not be offered to employees who are not assigned to the classification in which the overtime is available.

**Overtime Lists.** Lists of employees who are available for scheduled and unscheduled overtime shall be maintained at each college location in the office in which the need for overtime exists. Each office may establish an overtime list at the beginning of each fiscal year, however, each office must establish an overtime list when the first overtime opportunity arises during a fiscal year. Once an overtime list is established, it must be posted in the office for which it was developed, it must be sent to the AFT Staff Guild Chapter Chair, and must be updated as necessary.

**Distribution of Overtime.** Overtime shall be distributed on a rotational basis, with employees who worked overtime most recently going to the bottom of the list. At the beginning of each fiscal year, or at the time the first overtime list is established in an office for the new fiscal year, available employees shall be assigned to the overtime list in the order of their District seniority. Thereafter, employees who wish to be added to the list shall be added to the bottom of the list.

If no employees in the office or operating unit are available for overtime, then all other employees in the same classification at the college or division shall be given the opportunity to work the overtime. Such overtime shall be distributed based on seniority and on a rotational basis.

3. **Non-worksites and Temporary Employees**

- a. If employees in addition to those assigned to a college or District Office location are needed for an overtime assignment, the worksite at which the need occurs shall solicit volunteers from other locations based on seniority and on a rotational basis. Lists shall be maintained by the office where the overtime occurs.

If a classification needed by an office or operating unit on campus is not available on that campus, the Personnel Offices at other locations may be notified for posting overtime availability for that class code.

- b. Overtime providing premium pay (time and one-half) shall be offered to Unit 1 employees before hiring temporary employees to perform such work whenever it is within the budget operating limitations within a unit.
  - c. No overtime providing premium pay (time and one-half) shall be offered to temporary employees until such overtime has first been offered to Unit 1 employees at the worksite, in accordance with the above procedures.
4. **Refusal of Overtime Offer.** Employees who indicate their availability for overtime, and subsequently refuse an offer of overtime, shall be rotated to the bottom of the list, as if they had accepted the assignment of overtime. If no Unit 1 employee who has indicated availability for overtime is available, the overtime will be assigned in accordance with B.1. above.
  5. **Unclassified Assignments** - In addition to overtime assignments, a Unit 1 employee may be eligible to have an unclassified assignment of up to forty (40) hours per pay period at the unclassified rate of pay above their full-time, 160 hour per pay period assignment.
  6. Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1 ½) times the regular rate of pay, or compensatory time off, at a rate of one and one-half (1 ½) hours for each hour worked, for work authorized and performed in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week.
  7. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1 ½) hours for each hour worked, for any work authorized and performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
  8. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1 ½) hours for each hour worked, for any work authorized and performed on the seventh (7<sup>th</sup>) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
  9. Employees assigned a workday of ten (10) hours and a workweek of forty (40) hours shall receive compensation at a rate equal to one and one-half (1 ½) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1 ½) hours for each hour worked, for work

authorized and performed in excess of ten (10) hours in any one day or in excess of forty (40) hours in any workweek. Work performed and authorized on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days shall be compensated for at a rate equal to one and one-half (1 ½) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1 ½) hours for each hour worked.

10. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.
11. If compensatory time off is granted the employee in lieu of cash payment, such compensatory time off shall be earned and accumulated in accordance with the Fair Labor Standards Act (FLSA). Accumulation of compensatory time off shall be limited to a total of 240 hours per fiscal year. Such compensatory time off shall be taken by the employee at a time determined by the employee, provided he/she consults with his/her supervisor and provides at least three (3) working days notice, or notice may be waived with the approval of the supervisor. If the employee does not schedule compensatory time off, the employee may be required to take the time off to avoid cash payment before the end of the fiscal year.
12. Employees assigned to the following classes by reason of their variable daily hours shall receive compensation at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1 ½) hours for each hour worked, for any work authorized and performed in excess of ten (10) hours in any one day or forty (40) hours in any calendar week:

Athletic Trainer  
Community Services Aide  
Community Services Assistant  
Examination Proctor  
Security Guard  
Senior Examination Proctor  
Senior Sign Language Interpreter Specialist  
Sign Language Interpreter Specialist I  
Sign Language Interpreter Specialist II

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

**D. Lunch Break and Rest Periods**

1. Lunch Break. All employees covered by this Agreement who work for eight (8) hours a day shall be provided an uninterrupted daily unpaid thirty (30) minute lunch break and an uninterrupted daily thirty (30) minute paid lunch break, which totals to a one (1) hour lunch break to be scheduled at approximately the halfway point of their work schedule. Those employees who work less than eight (8) hours but more than four (4) hours shall be provided an uninterrupted daily unpaid thirty (30) minute lunch break and an uninterrupted daily fifteen (15) minute paid lunch break which totals a forty-five (45) minute lunch break to be scheduled at approximately the halfway point of their work schedule. Unless the employee is relieved of all duty during the specified lunch break, such break shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty with the approval of the employee's supervisor and/or manager.

2. **Rest Periods.** All employees whose regular assignment is four (4) hours a day shall be granted one (1) fifteen (15) minute rest period. All employees who work four (4) hours per day or more but less than seven (7) hours a day, shall be granted a fifteen (15) minute rest period. All employees who work seven (7) hours or more a day shall be granted two (2) daily fifteen (15) minute rest periods. Such rest periods shall not be taken during the first or last hour of the assignment.

- E. **Salary Payments and Pay Periods:** The District shall issue salary warrants on a bi-weekly basis for all regular employees assigned to classifications covered by this Agreement.

The AFT and the District will consult in a good faith effort to reach agreement on the following issues:

1. Maintaining electronic banking and/or warrants delivered to worksites.
2. Implementation of vacation pay in accordance with Article 10, Vacation.
3. All benefits which accrue upon successful completion of any initial probationary period or benefits which accrue with time shall become available on the 131<sup>st</sup> day of paid District service or, if applicable, on the 366<sup>th</sup> day from the anniversary date.
4. Illness Leave balance on warrants.

## **ARTICLE 13, LAYOFF**

### **A. Notification of Layoff**

Classified employees subject to layoff shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights. Such sixty (60) day notice requirement shall be waived if the layoff is scheduled to occur within sixty (60) days of employment or reemployment. In such case, the notice shall be given at the time of the offer of employment or reemployment.

### **B. Order of 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 said sections including, but not limited to, Personnel Commission Rules concerning layoff.

### **C. Demotion, Voluntary Reduction in Assigned Hours or Retirement in Lieu of Layoff**

All Unit I employees as defined in D. below and including those Unit I employees who elected retirement, reduction in hours, reduction in class, or reduction in status in lieu of layoff shall be afforded all rights provided under all applicable Education Code provisions and applicable Personnel Commission Rules. If an employee who elected demotion in lieu of layoff subsequently promotes, he/she shall promote from the step of the salary schedule of the class from which he/she was laid off, provided that the rate of that step is higher than the employee's current rate.

### **D. Layoff Defined**

Layoff is defined as separation from regular service because of lack of work or lack of funds, or because the position has been abolished or reclassified.

**E. Reemployment List**

An employee who has exhausted all leave privileges after illness or accident shall be placed on a reemployment list for a period of thirty-nine (39) months and shall be considered laid off.

**F. Effects of Layoff**

1. **Seniority Rosters.** The District will provide AFT with seniority roster(s) which shall include the names of all unit members to be laid off, classifications and locations. This roster shall be given to the AFT prior to the notification to the unit members.
2. **Content of Notice of Layoff.** Written notice of layoff shall include at least the following:
  - a. The effective date of layoff
  - b. Displacement rights of the employee
  - c. Reemployment rights of the employee
  - d. The date, time, and place of a scheduled meeting with the Senior Associate Vice Chancellor of the Division of Human Resources or his/her designee and the employees to discuss the employees' displacement rights; such meeting shall be within ten (10) working days of mailing of written notice of layoff. The AFT shall receive a form copy of the letter to the employees and may attend the meeting.
3. **Leave of Absence Prior to Layoff.** Any regular unit employee who has received notice of layoff may, at the option of the employee, take a leave of absence from the date of such notice until the effective date of layoff. Seniority credit shall be accumulated during the leave of absence. Rescission of the notice of layoff shall cancel all such leaves. Employees shall be allowed twenty-eight (28) calendar days in which to return to employment.
4. **Severance Pay and Fringe Benefit Maintenance**
  - a. An employee whose regular employment with the District has been terminated because of layoff under the provisions of Paragraph D., above, and the employee is not reemployed or offered reemployment by the District in regular status within sixty (60) calendar days of the date of layoff shall receive a severance grant. The severance grant shall be equivalent to the dollar value of the annual earnable vacation which would be earned by the employee applying the earning rate in effect at the close of the pay period immediately preceding the date of layoff. The severance grant shall be computed by multiplying the hourly vacation earning rate times the number of hours assigned per pay period times the number of pay periods assigned in a calendar year times the hourly wage rate of the employee. Employees who elect retirement in lieu of layoff shall receive the severance grant and all applicable benefits.

If an employee is reemployed or offered reemployment within the sixty (60) calendar day period and the employee has already received the severance grant, the employee shall refund the full amount of the severance grant to the District. The District and the employee will establish a mutually agreeable repayment plan which provides for full payment within twelve (12) months from the date of reemployment or offer of reemployment.

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

<b>Years of Service</b>	<b>Months of Continuation After Layoff</b>
Less than 6 years	2 months
6 years but less than 10 years	4 months
10 years or more	6 months

- c. If a laid off employee is covered by health/medical programs under other employment during the period mentioned in 4.b. above, the District's provided coverage shall cease. The District shall provide AFT Staff Guild with proof of "other" coverage for the laid off employee of Unit I before terminating District coverage.
- d. In the event a laid off unit member who is covered under provision 4.b. above, dies during the period of coverage, the District will continue fringe benefits for the dependents in the same manner as outlined in Article 21.
- e. Laid off employees shall be paid any salary due the employee including unused vacation and severance grant no later than twenty (20) working days from the date of layoff.
- f. Layoff is not a break in service for vesting purposes for Health and Welfare benefits.
- g. Every employee with seven (7) or more years of regular service in the Los Angeles Community College District, who is laid off and who retires from PERS or STRS within one (1) year from the effective date of layoff, will be eligible for continuation of benefits as a retiree, in accordance with Article 21 of this Agreement.

**5. Procedures for Recall to Regular Positions**

- a. The laid off employee shall be required to maintain a current mailing address on file with the Division of Human Resources.
- b. Offers of reemployment shall be by telephone directly to the employee or by certified mail (including copy sent to employee by regular mail) to the employee's last known address if unable to contact by telephone. If the laid off employee refuses the telephonic offer of reemployment, a confirmation letter shall be sent via certified mail. A copy of all certified letters shall be sent by the District to the AFT.
- c. A laid off employee who received an offer of reemployment shall have up to twenty-eight (28) calendar days in which to report to work.
- d. Employees laid off from employment shall continue to receive all District Classified Employment Opportunity Job Bulletins and Voluntary Transfer/Reassignment Bulletins for the duration of the reemployment list. Said Bulletins shall be sent via U. S. mail to the last known mailing address.

**G. Job Placement Prior to and After Layoff**

- 1. The District shall form a task force to assist employees scheduled for layoff and for those employees who have been laid off. An AFT representative shall be given released time to serve on the task force.

2. The employees to be laid off and employees who have been laid off may submit a resume indicating current and past work experience, educational qualifications, certifications and levels of training.
3. Reasonable Casual Leave shall be granted to enable employees to interview for other positions.

#### H. Retraining

1. Every employee laid off and not expected to return to service will be eligible to enroll in any college within the Los Angeles Community College District for six (6) semesters and the District will pay enrollment fees.
  2. Notwithstanding any other provisions of this Agreement, those employees enumerated in C. above, except retirees, shall be entitled to retraining and study leave to prepare themselves for new positions in accordance with rules and procedures developed by the Retraining and Study Leave Committee.
  3. Notwithstanding any other provisions of this Agreement, those employees enumerated in C. above, except retirees, shall be entitled to retraining according to Article 17, Section D.
  4. Employees scheduled for layoff shall also be eligible for retraining in accordance with Article 17.
- I. **Re-openers.** If at any time during the term of this Agreement, the Board of Trustees takes action to lay off Unit I employees, as defined in D. above, the parties agree to reopen negotiations on item F.4. (Severance Pay).

### ARTICLE 14, TRANSFER AND REASSIGNMENT

#### A. Definition

1. A transfer is defined as the assignment of an employee from one location to another location, in the same classification, within the District. Location shall mean one of the nine (9) colleges, the District Offices, and/or any location where Unit I members are assigned.
2. A reassignment is defined as the assignment of an employee from one supervisory unit to another supervisory unit in the same classification at the same location.
3. In all cases of transfer and reassignment, whether voluntary or involuntary, whether permanent or temporary the employee shall be provided in writing the following information:
  - a. Hours of work
  - b. Length of assignment
  - c. Location
  - d. Immediate supervisor's name
  - e. Other pertinent information, if any

#### B. Procedure for Voluntary Transfers or Voluntary Reassignments - Other Than Temporary

1. **Definition.** A voluntary transfer or voluntary reassignment is defined as a transfer or reassignment which has been requested by the employee.
2. **No Reprisal.** There shall be no reprisal against an employee for utilizing the voluntary transfer or voluntary reassignment procedures.
3. A permanent employee in the class must submit a request for transfer or reassignment on the District's prescribed form to his/her immediate supervisor. The request shall be processed through normal channels and acknowledged by the President or his/her designee or the Chancellor or his/her designee within three (3) working days from receipt thereof and must be forwarded to the Personnel Commission within three (3) working days after acknowledgment thereof. The Personnel Commission shall, upon receipt of transfer request, issue an acknowledgment to the employee requesting the transfer. Requests for reassignment shall be submitted to the College Personnel Assistant or Division Personnel Assistant who shall, upon receipt of reassignment request, issue an acknowledgment to the employee requesting the reassignment. A copy of the reassignment request shall be forwarded to the Personnel Commission.
4. A request for transfer or reassignment by an employee who is not permanent in the class may not be processed without the approval of the President or his/her designee or Senior Associate Vice Chancellor of Human Resources or his/her designee.
5. A file of names of employees requesting transfer or reassignment shall be maintained by the Personnel Commission and such names shall be certified to any vacancy in the class of the employees requesting transfer or reassignment. 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. Part-time employees shall be certified for full-time vacancies in accordance with Personnel Commission Rule 537.
6. Written requests for transfer or reassignment are valid for a two (2) year period. A new request must be submitted in order to be considered after that period.
7. A request for transfer or reassignment may be withdrawn at any time prior to the official confirmation that the request has been effected.

#### C. **Temporary Transfer or Temporary Reassignment**

1. **Definition.** A temporary transfer or temporary reassignment is a transfer or reassignment made for a specific period of time at the District's discretion to meet the operational needs of the District.
2. **Limitations.**
  - a. Temporary transfers and temporary reassignments may not be used as a form of discipline.
  - b. Except where prohibited by a bona fide business necessity, a minimum of twenty (20) working days written notice shall be provided the employee temporarily transferred or reassigned.
  - c. When the District intends to transfer or reassign the employee for longer than six (6) months, the transfer or reassignment procedures in D. below shall apply.

#### D. **Involuntary Transfer or Involuntary Reassignment - Other Than Temporary**

1. **Definition.** An involuntary transfer or involuntary reassignment is defined as a transfer or reassignment which is performed without the employee's approval. Involuntary transfers or involuntary reassignments are made at the discretion of the District to meet the operational needs of the District.
2. In instances of involuntary transfers and involuntary reassignments other than temporary the following conditions will apply:
  - a. Prior to involuntary transfer or reassignment, the District shall review the file of voluntary transfer or reassignment requests for the locations indicated and involved in the transfer and reassignment and shall interview for full consideration all eligible employees from these lists. If no volunteers for transfer or reassignment exist, the District, after consultation with the AFT, may publish a "Transfer and Reassignment Bulletin" to solicit volunteers.
  - b. In order of District seniority in the class, offer the position to the eligible employee identified in 2.a. above (District seniority shall be determined under provisions of Education Code section 88127).
  - c. Refusal by an employee to accept a transfer or reassignment shall automatically cancel the voluntary transfer or reassignment request.
  - d. If voluntary transfer or reassignment cannot be facilitated by the above method indicated in 2.a. and 2.b., involuntary transfer or reassignment shall be in accordance with the following:
    - (1) The employee with the least seniority in the class, from the classification indicated shall be transferred. The employee with the least worksite seniority in the classification indicated shall be the first considered for reassignment. Exception to reassignment based upon seniority shall be allowed only when the position to which the reassignment is to be made requires specific knowledges, skills, and abilities which the least senior employee does not possess.
    - (2) In case of ties, the employee with the least District seniority in all classes shall be transferred. In case of ties, the employee with the least campus seniority in all classes shall be reassigned.
  - e. Except where prohibited by a bona fide business necessity, a minimum of thirty (30) working days written notice shall be provided to an employee involuntarily transferred. Except where prohibited by a bona fide business necessity, a minimum of fifteen (15) working days notice shall be provided to an employee involuntarily reassigned.
  - f. The person being involuntarily transferred may appeal to the Senior Associate Vice Chancellor of Human Resources or his/her designee only on the basis of physical handicap or medical condition. The person being involuntarily reassigned may appeal to the Campus President or Senior Associate Vice Chancellor or his/her designee at the District Office on the basis of physical handicap or medical condition. If an appeal is granted, the next least senior person (as above) shall be transferred or reassigned.
  - g. No person involuntarily transferred shall be involuntarily transferred again until all employees in the class at the receiving location have been transferred. In the case of involuntary reassignment, the reassigned employee shall not be reassigned again before one (1) year from the date of involuntary reassignment.

h. The employee who has been involuntarily transferred or reassigned and is in the same classification shall have the right to return to the location and same classification from which transferred or reassigned if and when a permanent vacancy occurs. If more than one (1) employee has a right to return to the vacancy, the position shall be offered in District seniority order.

E. Involuntary transfer and involuntary reassignment shall not be used as a form of discipline. F. A request to change from one position to another position in a related class on the same salary schedule or in a position reclassified to another class on the same salary schedule shall be processed in accordance with Personnel Commission Rules.

G. If a vacancy cannot be filled under the provisions of Section D.2.A. or D.2.B. above, a provisional assignment may be made in accordance with Personnel Guide B494. Notices of Vacancy posted or available in the Personnel Office, on AFT Staff Guild bulletin boards, and other bulletin boards are for employee information. The AFT Staff Guild Chapter Chair shall receive a copy of all Notices of Vacancy.

## **ARTICLE 15, CLASSIFICATION AND RECLASSIFICATION**

A. Employees in the classified service shall only be required to perform those duties contained in a class specification as those duties relate to and/or apply to the employee's position assignment. After appropriate consultation and review of proposed changes in any Unit I class specification, the AFT and the District shall make available to all employees in that class a copy of any revised class specification.

Any Unit I employee who, on a regular basis, has supervised one (1) or more student workers, other non-regular classified and/or unclassified employees, and/or has exercised functional supervision over regular classified employees, for at least ninety (90) calendar days during the evaluation period, shall have such supervisory responsibilities noted and evaluated on the Annual Performance Evaluation in Section 6, Supervisory Qualities (Appendix C).

B. If employees perform duties outside the class specification, the employee may file Temporary Work Out of Classification (PC Form 100) claim(s) in accordance with Personnel Commission Rule 550.

C. If an employee believes that he/she spends an appreciable portion of his/her time performing duties inappropriate to the employee's classification the employee, or the initiator of the request, may file a Request for Reclassification (PC Form C1121) with the Personnel Commission. The employee will attach a list of duties which he/she believes are inconsistent with those in the assigned job specification. The Reclassification Request shall be acknowledged by the employee's immediate supervisor and the College President or District Office Sr. Associate Vice Chancellor of Human Resources and forwarded to the Personnel Commission within twelve (12) working days from date of the reclassification request. The Personnel Commission will review the request for reclassification. The rules regarding reclassification are contained in Personnel Commission Rules 545 and related rules, and in Education Code provisions cited in those rules. The Personnel Commission will notify the AFT Staff Guild when the request has been received.

D. Employees may initiate requests for reclassification in accordance with the provisions of Article 16, Procedures for Performance Evaluation. Such requests shall be reviewed by the Personnel Commission. The employee and the AFT Staff Guild shall be notified when the Personnel Commission has received the employee's request.

- E. Employees shall be encouraged to participate in the development and implementation of their work responsibilities and duties. Supervisors are encouraged to listen and seriously consider suggestions made by Clerical/Technical Unit employees. The District and the AFT shall consult on written suggestions submitted by Clerical/Technical Unit employees in this area, and will make appropriate recommendations to worksites regarding the implementation of these suggestions. The District and the AFT shall consult in a good faith effort to reach agreement on a procedure which would provide appropriate recognition to those employees whose suggestions are of particular value.
- F. The District shall encourage and support promotional opportunities for Clerical/Technical Unit I employees and shall consult with the AFT on methods of enhancing these opportunities.
- G. District Job Available Bulletins posted or available in the Personnel Office, on AFT Staff Guild bulletin boards, and other bulletin boards are for employee information. The AFT Chapter Chair shall receive a copy of all Job Available Bulletins.
- H. Personnel Commission Rule 624 contains the guidelines for notification of applicants of examination results and their appeal rights.
- I. Substitute, relief, limited and special limited-term, provisional, and emergency appointments shall be made and shall be subject to the limitations contained in applicable Education Code provisions and Personnel Commission Rule 671.
- J. The District and the AFT shall consult on the need for and the feasibility of establishing a substitute pool for the classification of Athletic Trainer.

## **ARTICLE 16, PROCEDURE FOR PERFORMANCE EVALUATION**

- A. **Schedule:** Employees shall be evaluated in accordance with the following schedule:
  - 1. Probationary employees in a class shall be evaluated during the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) months of their probationary period. Said written evaluation shall be made on the form entitled "Performance Evaluation for Probationary Classified Employees" (Appendix B).
  - 2. Permanent employees in a class shall be evaluated at least once each year. Said written evaluation shall be made on the District's form entitled "Performance Evaluation for Permanent Classified Employees" (Appendix C).
  - 3. The District may omit probationary performance evaluations for an employee who:
    - a. Has permanent status in the classified service.
    - b. Is occupying a position reclassified to another class.
    - c. Has occupied the same position prior to the reclassification action and, while occupying the position,
    - d. Has received a performance evaluation during the year preceding the effective date of the reclassification action.

4. The performance of probationary employees may be evaluated by each supervisor/evaluator under whom the employee has worked during the probationary evaluation period, provided that the evaluations shall only be made and/or presented by a non Clerical/Technical Unit employee who is probationary or permanent in a position higher than the evaluatee under whom the evaluatee works or a Certificated/Academic employee under whom the evaluatee works.

## B. Procedure

1. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. In addition, evaluations shall only be made and/or presented by a non Clerical/Technical Unit employee who is probationary or permanent, in a position higher than the evaluatee, under whom the evaluatee works, or a Certificated/Academic employee under whom the employee works. 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 work performance of permanent employees shall be evaluated by each supervisor/evaluator under whom the employee has worked for one hundred twenty (120) working days during the performance period.
2. Steps to be followed and factors to be evaluated by the supervisor/evaluator in completing the Performance Evaluation Forms are described on the reverse side of the forms.
3. Except in cases of extended absence, transfer, retirement or resignation, an individual evaluation conference shall be held with each employee at which time:
  - a. The reasons for performance evaluation shall be given by the evaluator,
  - b. The evaluator shall explain the kind of work performance expected,
  - c. The evaluator shall give the reasons for the evaluation given and any negative evaluation or comments shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made, and
  - d. The evaluator and the evaluatee may discuss any questions that the evaluatee has concerning his/her job and/or the responsibilities and duties assigned.
  - e. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. This does not preclude the evaluator from receiving and using information from the evaluatee's functional supervisor, provided the evaluator investigates and verifies the information.
4. 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/evaluator who made the evaluation and to the employee.
5. An employee shall have the opportunity to review his/her evaluation prior to the placement of said evaluation in the employee's personnel file. A copy of any and all evaluations shall be provided to employees whether the employee has signed it or not. Issuance by certified mail shall fulfill the requirements of this paragraph.

Completed Performance Evaluations shall be treated in a manner to ensure their confidentiality, and shall pass through as few hands as possible. Means for insuring confidentiality include envelopes, folders and other methods to prevent the evaluation from being seen.

6. **Negative Evaluations.** Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation or comment and attach a statement. If such a statement is provided by the employee, he/she may request that the supervisor/evaluator who prepared the evaluation and the next higher level of administrative authority, if any, review and initial the statement.
7. A supervisor/evaluator who believes that an employee's work performance has been exceptional shall complete the District's form entitled "Notice of Outstanding Work Performance" (Appendix D), in addition to the District's Performance Evaluation Forms (Appendices B and C), or at times when the periodic evaluation is not required. 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.

The steps to be followed by supervisors/evaluators in completing the abovementioned forms and the factors to be discussed are described on the reverse side of the forms.

### C. Definition of Evaluation Columns

1. **Performance Evaluation for Permanent Classified Employees.**
  - a. **BELOW WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work must improve to meet the standards and serves as a guide to the employee for concentration of effort to bring work performance up to work standards. A check in this column is not to be construed as a "Notice of Service" (Appendix E), nor as a disciplinary action. The supervisor/evaluator should be sure to define clearly the performance standards he/she is applying.
  - b. **MEETS OR EXCEEDS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work clearly and consistently meets or exceeds the work standards and that his/her services are satisfactory or better.
2. **Performance Evaluation for Probationary Classified Employees.**
  - a. **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/evaluator should consider giving a "Notice of Outstanding Work Performance" (Appendix D).
  - b. **MEETS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
  - c. **BELOW WORK PERFORMANCE STANDARDS:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory.

Continued failure to show improvement may lead to preparation of a "Notice of Unsatisfactory Service" (Appendix E).

**D. Classification of Position**

1. The employee and the supervisor/evaluator should compare the duties of the evaluatee with the typical duties of the evaluatee's class as listed in the current class specification. If either feels that the employee spends an appreciable portion of his/her time performing duties inappropriate to his/her class, he/she should check "no," and attach a statement giving his/her reasons. If either the employee or the supervisor/evaluator checks "no," on the evaluation form, a copy shall be sent to the division head or College President for forwarding to the Personnel Commission.
2. In classes where the use of a particular skill is the primary basis for classification, the lack of use of that skill is sufficient reason to check "no" (for example, a person working as a Senior Secretary-Stenography is not properly classified if he/she never takes dictation, even if all his/her other duties are appropriate to the class). If either the employee or the supervisor/evaluator checks "no," the evaluation form, with a copy, shall be sent to the division head or College President for forwarding to the Personnel Commission. Article 15, Classification and Reclassification, time limits and requirements are hereby incorporated in Article 16.

E. **Representation:** Employees covered by this Agreement shall have the right, upon request, to AFT representation in all employment relations with the District, including the right to be present at any meeting or conference which the employee reasonably believes may result in discipline.

**ARTICLE 17, PROFESSIONAL DEVELOPMENT AND RETRAINING**

A. The Los Angeles Community College District shall establish a fund of at least \$65,000 per fiscal year for the purpose of professional development.

Members of the Clerical/Technical Unit may receive tuition reimbursement in accordance with the following requirements:

1. A maximum of \$3,000 not to exceed 50% (100% if classes are taken in the Los Angeles Community College District), including computing differential certification classes and one (1) certification test, of the tuition in any one (1) academic year except as provided in Section 6. below. (See Appendix N for required textbooks and materials reimbursement).

Members of the Clerical/Technical Unit shall be reimbursed for Student Health Fees for all classes taken within the Los Angeles Community College District.

2. Tuition reimbursement shall be processed upon submission of evidence of successful completion (a grade of C or better or "pass" or "credit") of courses taken (except tuition may be paid in advance when tuition would be authorized under paragraph 6. below). This evidence shall be submitted by the employee to the Personnel Relations Branch.
3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas:
  - a. The employee's current classification.

- b. A related classification or career ladder.
  - c. Retraining, requested by the employee, and/or recommended by the College President or Division Head and approved by the Chancellor.
4. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
  5. A request for reimbursement for professional growth must be submitted to the Committee on Tuition Reimbursement prior to enrollment and approved by the same Committee. The Committee shall be composed of three (3) AFT Staff Guild Unit members designated by the AFT Staff Guild and two (2) management employees designated by the Sr. Vice Chancellor or his/her designee (See Personnel Guide B 575).
  6. If reimbursement is approved in accordance with section A.3.c. and E.3., the District shall pay the full cost of tuition, books, and materials for such employee so enrolled.
- B. Request and approval of conference attendance shall be in accordance with current District procedures.
- C. **Career Development Program**
1. The District remains committed and shall continue the current Career Development Program as outlined in the District's Diversity Program, except that the three (3) hour maximum shall be increased to a maximum of five (5) hours per week (see Appendix U).
  2. Employees who are given released time for purposes of career development will be required to work makeup time at the rate of one (1) hour of makeup time for each two (2) hours of released time. Time spent for makeup purposes, which results in an employee being in paid status for a total of more than eight (8) hours in any one day, shall not be considered as authorized and compensable overtime for purposes of cash payment.
- D. **Staff Development Program**
1. There shall be at least one (1) AFT Staff Guild member, appointed by the AFT Staff Guild, on the worksite Staff Development Committee.
  2. In accordance with Assembly Bill 1725, Clerical/Technical employees shall have the option to attend Staff Development activities and shall be afforded appropriate release time.
- E. **Retraining Program**
1. All costs of training and retraining specifically required by the District shall be paid by the District. The employees shall not incur any out-of-pocket expense. Eligible employees shall include:
    - a. Employees who are scheduled for layoff or who have been laid off shall have thirty-nine (39) months from the effective date of layoff to request retraining.
    - b. Employees whose classification is abolished, or significantly altered by any process such as reform, reorganization, and/or decentralization.

- c. Employees who, as a result of Industrial Accident or Industrial Illness, shall be retrained in accordance with Article 19.I., Industrial Accident Leave.
  - d. Employees whose job duties require changes and/or advancement in level of skill due to the implementation of changes in technology shall be trained in accordance with Article 8, Work Environment (funding shall be independent from A. or E.1.).
2. Prior to implementing a program of retraining, the Division of Human Resources shall assess the employee's educational and employment history, and shall make available career counseling and guidance.
  3. The District shall pay the full cost of tuition, health fees, books and materials for retraining which has been requested by the employee, and/or recommended by the College President or Division Head and approved by the Chancellor (see A.6.).
  4. Retraining programs shall consist of the following options, and the following conditions:
    - a. Formal Study - Los Angeles Community College District
      - (1) Limited to six (6) semesters or a maximum of seventy-two (72) semester units or their equivalent.
      - (2) Payment, in accordance with E.3. above shall only be made for courses completed with a grade of "C" or better ("Credit" is acceptable, if the class is taken on a credit/no-credit basis).
    - b. Formal Study - Other Accredited Institutions of Higher Education
      - (1) Limited to four (4) semesters, or forty eight (48) semester units, or the quarter system equivalent.
      - (2) Payment, in accordance with 3. above, shall only be made for courses completed with a grade of "C" or better ("Credit" is acceptable, if the class is taken on a credit/no-credit basis).
    - c. If the retraining requires additional formal study, the District and the AFT shall consult on the extended program.
  5. Employees eligible for retraining shall receive full released time with pay, (for non-laid off employees), flexible working hours (for non-laid off employees), tuition, fees, books, and materials reimbursement, (see A.6. and E.3.) and reasonable travel time.

Employees eligible for training due to, but not limited to, the implementation of technological changes, shall receive the necessary released time, flexible working hours, and any out-of-pocket expenses associated with the training (see Article 8, Work Environment).

## **ARTICLE 18, PERSONNEL FILES**

- A. **Definition:** The Official Personnel File will mean the personnel file which is compiled on an employee and maintained by the Division of Human Resources. The local file which is maintained at a designated

site at the campus or the Division Offices shall be the Worksite Personnel File. The College President/Division Head or designee shall advise the AFT as to the location of the Worksite Personnel File. Excluded from both such files are supervisor's personal notes regarding the employee and records relating to grievances and/or arbitrations. The material in the Official Personnel File shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. Such material is not to include ratings, reports, or records which:

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

**B. The Official Personnel File may contain:**

1. The original Employment Application.
2. Performance Evaluations and employee's responses, if any.
3. Leave of Absence Requests. Records of Attending Physician's Statement (not to be copied and/or included in the Worksite Personnel File).
4. Pre-employment and in-service processing papers (Oath of Allegiance, Certification of Information, signed class specification, Requests for Transfers, assignment documents).
5. Notices of Outstanding Work Performance and letters of commendation.
6. Notices of Unsatisfactory Service and employee's response, if any. Statement of Charges.
7. Resignations, Reinstatement Requests.

**C. The Staff Relations File may contain:**

1. Record of criminal convictions.
2. Notices of Unsatisfactory Service and employee's response, if any. Statement of Charges.
3. Privileged legal correspondence and working papers.
4. Materials removed from the Official Personnel File and the Worksite Personnel File.

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

1. Prior to placing any material in either the employee's Official or Worksite Personnel File, the employee shall be given the opportunity to sign the material. The employee's signature will indicate that he/she has been given a copy of the material. If the employee refuses to sign the material, a witness's signature will indicate that he/she has received or has been offered a copy of the material. When an employee is not available for issuance, the material will be placed in certified mail to the employee's address of record. A copy shall be sent to the address of record via regular mail.

2. No material whose origin cannot be identified may be placed in these files. Derogatory or adverse material must bear the name of the administrator who placed the material in the file along with the date of such placement, and the employee's signature signifying that the employee has been offered a copy or the signature of a witness, if the employee refuses to sign.

Materials relating to B. and C. above placed, kept, or sent, on electronic media, files, or network, shall be excluded from Personnel Files unless documents are signed and dated.

3. After adverse or derogatory material is placed in the Official or Worksite Personnel File, the employee must be given reasonable time to respond in writing to the material. Such written response must be submitted to the Office of Labor Relations within twenty (20) working days from issuance to or review by the employee of the derogatory or adverse material. This response will then be attached to the material and entered in the Official and/or Worksite Personnel file. No adverse or derogatory material shall be placed in any file maintained on an employee after he/she is no longer employed by the District.
4. Adverse or derogatory material will remain part of the personnel files until such time as the college or division issuing it requests its removal unless the employee asks that the material be retained. If the material is ordered removed as a result of a grievance or arbitration, the original and all existing copies shall be returned to the employee within ten (10) days of receipt of decision. Adverse or derogatory material which has been placed in the personnel files shall be removed from the files at the written request of the employee no earlier than three (3) years from the date it was issued.
5. The material removed from an employee's Official Personnel File and Worksite Personnel File may be maintained separately from any personnel file under the following conditions and shall be placed in a sealed envelope after three (3) years upon request of the employee.
  - a. The material shall be kept in the Staff Relations File in the office of Labor Relations.
  - b. Such material may not be used by the District in any proceeding which affects the status of the employee.
  - c. Whenever possible, the employee will be notified when any such material is to be viewed. If it is not possible to notify the employee before such material is viewed, then the employee shall be notified by the Office of Labor Relations within five (5) days of viewing. Notification shall include the date and purpose of the viewing and the identity of the viewer.
  - d. Such material may only be viewed by the Office of the Chancellor, the Office of the Senior Associate Vice Chancellor, Human Resources, the Office of the General Counsel, and the Office of 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.
6. Any improperly issued adverse or derogatory material placed in any file that is maintained on the employee shall be withdrawn and destroyed and may only be reissued after the supervisor consults with the office of Labor Relations, Division of Human Resources.

#### **E. Viewing the File**

1. An employee, upon request, shall have the right at any reasonable time, to inspect the Official Personnel File in the Personnel Relations Branch in the Division of Human Resources, the Worksite

Personnel File at the local worksite, and material referred to in Section C. 2. and C. 4. (see D. 5.) in the Staff Relations File in the Office of Labor Relations.

2. The employee may be accompanied by a representative of the AFT.
3. The employee's AFT representative shall have the right, with the written consent of the employee, to inspect any file designated by the employee at any reasonable time.
4. Request to view files shall be made to the following:
  - a. Official Personnel File and Staff Relations File, to the Office of Labor Relations, Division of Human Resources.
  - b. Campus/Worksite Personnel File to the Vice President of Administrative Services.
  - c. District Office Worksite Personnel File to the appropriate Division Head.

#### **F. Employee Review and Appeal**

The District shall arrange for consultation with representatives of the Personnel Commission, the District, and the AFT Staff Guild to discuss all matters regarding classified non-confidential examination procedures, including Appraisals of Promotability. Appropriate recommendations for change in Personnel Commission Rules shall be made.

If an employee wishes to review an Appraisal of Promotability, or any other portion of an examination for a classified service position in the Los Angeles Community College District, the employee shall be granted reasonable released time to do so in accordance with Personnel Commission Rule 624, Reviews and Appeals of Examinations.

#### **G. Privacy and Security of Files**

1. All Personnel Files and Staff Relations files shall be maintained in a manner to reasonably insure their security. At a minimum, such files shall be kept in a locked filing cabinet.
2. Personnel Files shall only be viewed by individuals other than the employee on a "need-to-know" basis. Generally, this will mean, but not be limited to, those employees at the college or in the District Office who are responsible for maintaining the files, the supervisors and managers in the employee's chain of command, Personnel Commission staff, AFT Staff Guild representatives, and those individuals listed in D.5.d. above.
3. Whenever files, or parts of files, are moved, are in the possession of an authorized individual, are photocopied or microfilmed, or are transported or transmitted (i.e. by FAX or other electronic method) reasonable steps will be taken to insure the security of the materials.
4. Whenever materials, other than those referred to in D.5., from the Personnel File(s) are permanently removed, administratively or at the request of the employee, they shall be destroyed.

### **ARTICLE 19, LEAVES AND ABSENCES**

#### **A. General Provisions**

1. Definitions.
  - a. A leave of absence is authorized absence from active service for a specific period of time and for an approved purpose.
  - b. FORMAL LEAVE: A leave granted for more than twenty (20) consecutive working days.
  - c. INFORMAL LEAVE: A leave granted for twenty (20) consecutive working days or less.
2. Leave Categories. Leaves are either mandatory or optional.
  - a. MANDATORY LEAVES. The District shall grant mandatory leaves requested by the employee if all requirements are met and reasons suitably documented.
  - b. OPTIONAL LEAVES. All other leaves requested by employees may or may not be granted, depending on status and service of the employee, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. The District retains discretion as to whether an optional leave is granted. Denial of written requests for optional leaves for longer than twenty (20) consecutive working days in duration require that reason(s) for such denial be stated in writing.
3. Requirements. Each leave category has specified requirements which must be met before the leave can be granted.
4. Length of Leave. The minimum and maximum length of leave (including extension) depends on the type of leave.
5. Extension.
  - a. The District reserves the right to, at its sole discretion, grant additional forms of leaves, lengths of leaves, and/or additional levels of compensation during such leaves. Such grant or refusal of grant shall not be used to establish precedent.
  - b. UPON 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 the expiration of a leave for twenty (20) days but less than ninety (90) days, the employee should make every effort to request an extension of leave, if desired and eligible. Unless such notice is given, or if notice is given and the employee's request is denied, failure to return to work upon expiration of the leave may be considered resignation from service.
6. Compensation and Benefits. In accordance with applicable leave provisions and Article 21, Health and Welfare.
7. Notification and Request Requirements.
  - a. MANDATORY LEAVES:
    - (1) Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator, or designee the working day

prior to the beginning of an absence, but notification shall not be later than the first hour of the first day of absence except in unusual circumstances.

(2) Notwithstanding other provisions of this Article, an employee must also submit a written verification covering the period of absence to the appropriate supervisor. This verification must be on the prescribed form, and whenever possible, be submitted at least ten (10) working days prior to the commencement of the leave. If not possible, the leave verification must be submitted immediately upon return from mandatory leave of ten (10) working days or less, or must be submitted no later than the eleventh (11<sup>th</sup>) working day of absence of longer than ten (10) working days.

b. Optional Leaves. Applications for optional leaves of absence must be submitted on or before the dates established by this Article or, if not indicated, at least ten (10) working days prior to the commencement of the leave. Exceptions may be made at the sole discretion of the District. Unless otherwise indicated in this Article, all applications for leaves of absence 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.

If a request for optional leave is denied, the employee shall be so notified in writing within five (5) working days of the filing of the request.

8. Effect on Step Advance. Step advance shall be in accordance with Article 23, Wages and Salaries. No credit towards step advance shall be granted for employees on unpaid leave except as otherwise specified in said leave provisions.

9. Rights Upon Return.

a. Unless otherwise provided, an employee returning from a leave of ninety (90) working days or less shall be returned to the same position from which the leave was taken and an employee returning from a leave of one hundred twenty (120) working days or less will be returned to the location from which the leave was taken except as in c. below.

b. An employee returning to service from a Pregnancy Disability Leave of one hundred twenty (120) working days or less shall have the right to return to the same position and location from which she was assigned at the time the leave was granted.

c. An employee returning from Assault and Battery Leave, or Industrial Accident Leave, or Organizational Leave shall be returned in accordance with the provisions of those leaves. An employee returning from Pregnancy Disability Leave of one hundred twenty (120) working days or less, shall be returned to the same position and location from which leave was taken. An employee returning from Military Leave, Retraining and Study Leave, or Jury Duty Leave of one hundred twenty (120) working days or less shall be returned to the same position from which leave was taken, and for those same leaves taken for more than one hundred twenty (120) working days but less than one (1) year (except in d. below) employees shall be returned to the same location from which leave was taken.

d. The employee may be reassigned or transferred if such reassignment or transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class.

10. Restrictions. An unpaid leave of absence may not be converted to a paid leave of absence, unless otherwise indicated in this Article. A continuous period of absence or leave shall not exceed one (1) year without a return to active duty, unless otherwise indicated in this Article.
11. 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.
12. Optional Leave Revocation. Optional Leaves of Absence may be revoked by the District when the absent employee is not continuing to fulfill the activity requirements of the leave.
13. Health Examination. See Health Examination Section under Illness Leave (H.6.f.).
14. Employee Pre-designation of Physician. Labor Code section 4600 provides that, if an employee has pre-designated his/her personal physician to be the physician who treats the employee in the event of an industrial accident, illness or injury, the physician so designated shall be authorized to treat the employee from the first day of the injury or illness. To pre-designate a physician, the employee must do so in writing, using the Employee's Pre-designated Physician Form (EH&S RA-03-5 Rev. 1 [02/02]). This form must be submitted to the Risk Management Office, District Office.

## **B. Assault and Battery (Mandatory)**

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

8. Request Procedure. Employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the fact that the employee cannot work because of injury, and a copy of the report to the law enforcement agency.

This report and medical statement shall be placed and maintained only in the Worker's Compensation File and will not be part of any other Personnel File.

9. Return to Service. As in Section 8 of Industrial Accident Leave.

### **C. Bereavement Leave (Mandatory)**

1. Definition. A Bereavement Leave is approved absence due to the loss by death of a member of the "immediate family," defined to be any person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or lived in the same domicile. Bereavement Leave is also granted for absence due to:

- a. Official notice in time of war that a member of the immediate family is "missing in action," or
- b. Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

Late Term Miscarriage. Availability of Bereavement Leave for this reason shall be limited to the father or the mother of the miscarried child. In the event that Health and Welfare coverage, as defined in Article 21, Health and Welfare, is extended to domestic partners, the provisions of this section shall be extended to them as well.

2. Requirements. STATUS: Probationary or permanent.
3. Length and Time of Leave. Maximum of three (3) working days, or five (5) working days, if more than 200 miles of travel is required, for death of a member of "immediate family," not necessarily consecutive, within ten (10) calendar days after demise or notification of date of funeral. A three (3) or five (5) day Bereavement Leave shall be granted for each death described above even though more than one death occurs simultaneously; such leaves may be consecutive.

A permanent employee may at his/her option interrupt or terminate a vacation period in order to take Bereavement Leave.

4. Extension. Permanent employees may extend Bereavement Leave under provisions and limits of Personal Necessity Leave.
5. Compensation. Full salary will be paid.
6. Effect on Benefits. Bereavement absence with pay counts towards benefits as paid service.
7. Request Procedure. The employee shall, upon request, furnish evidence to his/her immediate supervisor that leave taken in accordance with the provisions of this Section was in connection with bereavement.

**D. Casual Absence (Optional/Mandatory)**

1. Definition. Casual Absence is excused paid absence when good reason for such absence exists.
2. Requirements.
  - a. STATUS: Probationary or permanent.
  - b. SERVICE: In order to receive Casual Absence, the balance of the work day must be in paid active service (except as in 4.b.below).
3. General Policy.
  - a. The granting of casual absence shall not be construed to mean a right to reduce the established number of working hours per month of the employee.
  - b. In no case shall work of the employee's department be materially retarded by the granting of casual absence.
  - c. It is not the intention of the AFT or the District that Casual Absence be denied on a blanket basis by a unit supervisor.
4. Length of Leave.
  - a. A maximum of two (2) hours per day, however, a maximum of four (4) hours per day may be authorized if the absence is for reason(s) not covered by other paid leave provisions of this contract.
  - b. One (1) full day per year, which can be taken in two (2) half ( $\frac{1}{2}$ ) days, of Casual Absence, (Mandatory) for the purpose of obtaining a comprehensive annual physical examination and one (1) half ( $\frac{1}{2}$ ) day for each eye examination in accordance with Article 8, Section J, provided that a verification of such examination is submitted to Personnel Relations Branch on a designated form.
5. Compensation. Casual Absence is paid absence.
6. Request Procedure. Requests for Casual Absence may be made verbally except for 4.b. above. Prior authorization must be received (either in written or verbal form) before the employee may absent himself/ herself on casual absence.
7. Medical Approval. Casual Absence shall be granted to employees enrolled in the Blue Cross Program to enable employees to receive second and third medical opinions.

**E. Family Illness Leave (Mandatory)**

1. Definition. A Family Illness Leave is one granted to an employee who is needed at home because of the illness of any person related by blood or marriage or whose domestic relations are close or who is a close friend and lives in the same domicile. If an employee is eligible the medical benefits described in Section 19.U. Family and Medical Leave shall be applied concurrently.
2. Requirements. STATUS: Employee must have permanent status in the District on the effective

3. Length of Leave. Leave shall not be granted for more than two (2) years.
4. Compensation. No salary will be paid by the District for the period of the leave.
5. Effects on Benefits. No credit is allowed for any benefits for time spent on Family Illness Leave. Employee may pay his/her own premiums for medical/hospital, dental and group life insurance, unless the employee is eligible for the twelve (12) weeks of paid health benefits in accordance with Article 19. U.
6. Request Procedure. The employee shall, upon request, furnish evidence to his/her immediate supervisor that leave taken in accordance with the provisions of this section is in connection with family illness.

#### **F. Government Service Leave (Mandatory)**

1. Definition. Government Service Leave is leave to serve in some elected or appointed capacity in local, state or national government.

Government Service Leaves shall include election to full-time public office, Peace Corps, ACTION, and appointment to government service in a non-protected position.

2. Requirements. STATUS: Permanent.
3. Length of Leave. Full-time government service leave shall be for the term of the office, or four (4) years, whichever is longer, and shall not be renewable.
4. Extension of Leave. Part-time government service leave may be extended beyond the four (4) year limit.
5. Compensation. No salary will be paid by the District for the period of the leave.
6. Effect on Benefits. No credit for any benefits is allowed for time spent on Government Service Leave.

#### **G. Governmental Order Leave (Mandatory)**

1. Definition. A Governmental Order Leave is granted to an employee to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
2. Requirements. STATUS: Probationary or permanent.
3. Length of Leave.
  - a. The date or dates specified in the order. Absence for dates in addition to those specified must be certified by an authorized officer of the governmental jurisdiction.
  - b. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such Governmental Order absence occurs. Subject to the possibility

of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned workday or week, when his/her presence is not required pursuant to said governmental order.

4. Compensation.

- a. Regular salary is allowed for period of leave if evidence of governmental order is provided. Salary differentials shall be included in computing Governmental Order pay for employees who receive such salary differentials.
- b. If any compensation is received for responding to governmental order, other than mileage and/or subsistence or compensation for District non-working days, such compensation shall be given to the college or division timekeeper for forwarding to the Disbursements Branch.

**H. Illness Leave (Mandatory)**

1. Definition. An Illness Leave is a paid or unpaid leave granted to an employee who is compelled to be absent from duty because of illness or injury or because of quarantine occasioned by his/her own or another's illness. Illness is defined as a deviation from a normal healthy state which makes it disadvantageous to the District and/or detrimental to the employee to be at work. This definition shall include absences for emergency medical, dental, optical and prosthetic care and work.

- a. FORMAL ILLNESS LEAVE: A leave granted for more than twenty (20) consecutive working days.
- b. INFORMAL ILLNESS LEAVE: A leave granted for twenty (20) consecutive working days or less.

2. Requirements.

- a. STATUS: Probationary or permanent
- b. SERVICE: A new employee must render service before being entitled to Illness Leave.

3. Calculation and Compensation of Illness Leave.

- a. Each employee, when he/she receives an initial regular appointment, will be credited as of the date of his/her appointment with twelve (12) working days of full-pay illness leave, and eighty-eight (88) working days of half-pay illness leave if the employee is assigned to a twelve (12) month position (A or G basis); or ten (10) working days of full-pay illness leave and ninety (90) working days of half-pay illness if the employee is assigned to less than a twelve (12) month position.
- b. EMPLOYEES ASSIGNED LESS THAN FULL-TIME: A day of paid illness leave for an employee assigned to a position for less than eight (8) hours per day or forty (40) hours a week shall consist of the number of hours in his/her basic daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits. It is understood that the administration will increase temporarily the basic daily assignment in accordance with any authorization to work additional hours which exceed one (1) full pay period.

- c. An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) working days of full-pay illness leave until the first day of the pay period following completion of one hundred thirty (130) days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.

Thereafter, an employee will be credited annually, on the first day of the pay period in which July 1 falls, with twelve (12) working days of full-pay illness if assigned to a twelve (12) month position (A or G basis), or ten (10) working days if assigned to less than a twelve (12) month position. At the same time, half-pay illness leave will be credited to make up the difference between the number of full-pay days an employee has accumulated and one hundred (100) days. If the number of full-pay illness days accumulated is equal to or more than one hundred (100), no half-pay days will be credited.

- d. There shall be no limit to the year-to-year accumulation of full-pay illness days.
- e. No half-pay illness days shall be allowed until an employee has exhausted accumulated full-pay illness days.
- f. No paid Illness Leave shall be allowed during layoff. Other leaves of absence may be interrupted for Illness Leave of absence in accordance with the applicable provisions for those leaves.
- g. 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 I., Industrial Accident Leave.
- h. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.
- i. 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.
- j. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.

Employees shall receive service credit with the Public Employees' Retirement System (PERS) for accumulated unused sick leave in accordance with existing law at the time of retirement.

- k. Fractions of hours shall be reported in increments of one-quarter ( $\frac{1}{4}$ ) hour.
- l. When an employee is absent because of illness and such absence is properly reported and verified, the employee will be paid his/her full salary up to the total number of full-pay illness days to his/her credit. Additional illness absence will be paid at half salary up to the total number of half-pay days accumulated. Additional illness absence will be non-paid until the beginning of the next year, at which time new balances will be credited as described above.

- m. When a permanent employee has exhausted his/her full-pay illness credit, he/she shall, at his/her request, be allowed vacation pay in lieu of half-pay illness. In order to effect such a change, the employee shall notify his/her time report office of the dates to be paid as vacation. The beginning date shall not be earlier than the date of which the request is made, and the number of days to be paid as vacation shall not exceed the vacation period. The employee may again be paid illness leave if available.
- n. UNPAID ILLNESS LEAVE: A permanent employee who has exhausted all paid illness leave, vacation, and other available paid leaves shall 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 illness leave allowed shall not exceed eighteen (18) months.

4. Effect on Benefits.

- a. Employees on Illness 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. Time on Illness Leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half, according to the pay allowed, for retirement.

Time on Illness Leave does not count as service in meeting requirements for other types of leaves.

5. Request Procedure.

- a. INFORMAL ILLNESS LEAVE: In order to receive compensation while on illness leave for twenty (20) consecutive working days or less, an employee must comply with the notification procedures required under the General Provisions Section. Compensation also depends on submission by the employee of the verification in accordance with paragraph 6.e.
- b. FORMAL ILLNESS LEAVE:
  - (1) When an employee becomes aware that he/she will be absent because of illness, injury, or quarantine for more than twenty (20) consecutive working days, the employee must request a formal illness leave of absence. Verification for such a leave will be sent to an employee who has been absent because of illness, injury or quarantine for ten (10) consecutive working days by the employee's college or division. Verification for illness leave of absence is subject to the approval of the Personnel Services Division based upon the recommendation of the District's Employee Health Services. Salary payments shall be withheld for an employee who has been absent for more than twenty (20) consecutive workdays if a formal leave of absence has not been requested.
  - (2) Requests for formal illness leave of absence must be accompanied by an Attending Physician's Statement which has been completed by the employee and a licensed physician or practitioner.
  - (3) The required forms must be submitted by the employee to the college or division prior to the twentieth (20<sup>th</sup>) consecutive day of absence to avoid withholding of salary payments.

- (4) Unless notified to the contrary within twenty (20) working days, an employee may assume that a formal illness leave of absence has been granted. The employee shall be paid during this twenty (20) working day period.
  - (5) Disposition of the leave request will be sent to the employee by the Personnel Relations Branch in writing.
  - (6) Denial of a formal illness leave of absence for medical reasons may be a basis for request for an Administrative Review by the Office of Labor Relations. If there is disagreement between the employee's physician and the District's physician, the review shall include a third medical opinion from a physician jointly selected by the parties to this Agreement.
6. Return Procedure and Health Examination Procedures.
- a. 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 or quarantine. Such form must be approved for payment by the proper administrator. Payment for absence due to illness shall be made only upon certification by the Chancellor or his/her designated representative that such absence was for reason of illness or injury.
  - b. An employee who is on formal illness leave of absence must submit the certification mentioned in 6.a. above once per pay period for each pay period he/she is on leave in order to receive salary payment.
  - c. In any case, when an employee is incapacitated and unable to sign the prescribed form, the Division of Human Resources may approve pay without the employee's signature.
  - d. If an employee has been absent on formal illness leave, he/she shall notify his/her supervisor at least one (1) day in advance of his/her expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day.
  - e. If an employee has been absent because of illness or injury for more than five (5) consecutive days, the employee must, before returning to duty, submit a written medical clearance and verification of illness or injury from his/her own attending physician. Said verification and clearance must be submitted to his/her immediate supervisor immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance or medical verification for absences of less than five (5) days when there is an unusual pattern or an unusual frequency of illness leave use, provided that management notify the employee in writing, of such a requirement in advance or at the beginning of the leave.
  - f. An employee shall be required to report for health examination to the District's employee health service, when in the judgement of his/her supervisor, the apparent health condition of the employee warrants it. If the report of the physician shows that an employee in service or returning to service is not medically qualified to perform his/her duties, the employee may be required to take sufficient leave to rehabilitate himself/herself. Written notice of non-approval and the reason therefore shall be provided to the employee together with information concerning the employee's right to appeal to the Office of Labor Relations for an Administrative Review.

- g. **ABSENCE DUE TO QUARANTINE:** If employee has been absent because of quarantine, regardless of length of such absence, a county health office exclusion and readmittance card must be obtained, in addition to the verification required in the appropriate section of 6.e. above.

7. Employment While on Leave.

An illness leave period is considered as beginning on the first day for which illness is claimed at the time the employee usually reports for work extending through the last day for which illness is claimed until the time the employee usually leaves the job. If, between these two times, the employee is engaged in any gainful employment, he/she will be required to forfeit any illness pay claimed during the period of employment.

8. Attendance Incentive Program.

Upon approval of written application to the Office of Labor Relations at the close of the fiscal year, if an employee has not been absent for that fiscal year, he/she shall be granted a \$150 award to be paid at the end of the 03 pay period. Absences for this purpose do not include holidays, Jury Duty Leave and scheduled vacations. In addition, the employee shall be recognized at a public meeting of the Board of Trustees.

For each pay period an employee has perfect attendance (no tardiness and no absence for any reason other than holidays, Jury Duty Leave, and vacations, except vacation taken in lieu of one-half (1/2) illness day pay, in accordance with Article 10, Section H of this Agreement), his/her vacation balance shall be credited with 0.30 days of vacation, to an annual maximum of four (4) additional days. For those working less than full-time, and on bases other than "A" the additional vacation shall be in the same proportion that other vacation is accrued. Any unpaid days taken due to the employee's assignment basis, shall not be recorded as an absence.

9. **Illness /Catastrophic Leave Bank**

**The following provisions are in memory of Ellen Fulton.**

A permanent Unit I employee may donate to any other permanent Unit I employee who is absent because of long-term illness one (1) or two (2) full-pay days of illness leave per fiscal year. One (1) day equals eight (8) hours. For an employee to be eligible to donate, he/she must have a minimum accumulated balance of seventy-five (75) days of full-pay illness leave at the time of his/her donation. For an employee to be eligible to receive donated days, he/she must have exhausted all full-pay illness and vacation days.

The District and the AFT agree to continue discussions on this Article in accordance with the provisions of Article 24, Committees, Section C.

**I. Industrial Accident Leave (Mandatory)**

- 1. Definition. An Industrial Accident Leave is one granted for absence because of occupational illness or injury which arose out of and in the course of District employment, and which qualifies under Workers' Compensation. When an industrial accident or illness is reported to an employee's supervisor, the supervisor shall obtain and complete the required form (Employer's Report of

Industrial Accident or Injury, Form 5020) and submit it to the campus Sheriff's office or the District Office Risk Management Office.

2. Requirements. STATUS: Permanent.
3. Length of Leave.
  - a. Paid Industrial Accident Leave shall be granted from the first (1<sup>st</sup>) day of absence but shall not exceed sixty (60) working days (when the employee would have been performing his/her duties) for one (1) accident and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one (1) day for each day of authorized absence, regardless of the amount of a temporary disability indemnity award.
  - b. The sixty (60) days are not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same accident is available.
4. Extension of Leave. An employee who is unable to return after sixty (60) days shall be continued on Industrial Accident Leave but may be paid from accumulated Illness Leave benefits. At the exhaustion of regular Illness Leave, if still unable to return, the employee shall be placed on unpaid Industrial Accident Leave. The total time of all leave benefits provided under this Article, including unpaid Industrial Accident Leave, shall not exceed thirty-six (36) months for any one (1) industrial accident or industrial illness.
5. 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 from Workers' Compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who receives a salary differential shall not lose the advantage of the differential during paid Industrial Accident Leave.
  - b. ILLNESS LEAVE FOR INDUSTRIAL ACCIDENT PURPOSES: During the initial sixty (60) day absence, the employee shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the employee's accumulated illness balance. If the sixty (60) day maximum is exceeded, the employee may start drawing the regular illness compensation to which he/she may be entitled.

Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment when added to compensation, without penalties, from the Workers' Compensation Fund. Accumulated half-pay Illness Leave shall be reduced by no more than eight (8) hours for any one (1) day or no more than the employee's basic daily assignment.
  - c. VACATION PAY FOR INDUSTRIAL ACCIDENT PURPOSES: After all illness 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.

- d. 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. Such warrants are subject to normal retirement and other authorized deductions.
  - e. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Section.
  - f. If an employee has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.
6. Multiple Assignments. Persons who have multiple assignments will be given Industrial Accident Leave from the assignment in which the accident occurred and from any other assignments held within the District in which the employee is eligible for illness absence pay.
7. Effect on Benefits. Time on Industrial Accident Leave does not constitute a break in service; the first sixty (60) days is not charged against illness pay balance; time on District paid Industrial Accident Leave counts towards salary advance and retirement credit; time does count towards eligibility for other leaves. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
8. Return to Service.
- a. Health approval is required before a return to service from injury or illness.
  - b. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be terminated and his/her name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
  - c. An employee certified to return to service without restrictions from an Industrial Accident Leave shall have the right to return to the same location and position from which he/she was assigned at the time the leave was granted, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class. If an employee is certified to return to service with restrictions paragraph 8.f. applies.
  - d. An employee who fails to accept an appropriate assignment after being medically approved by the District's Employee Health Services shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class at the time of layoff, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available.
  - e. In instances when the employee is permanently unable to perform the duties required in the class/position, that he/she held at the time the leave was granted, the District shall comply with state and federal regulations and District policy concerning accommodation to another position/classification and/or rehabilitation/retraining of the employee.

- f. If an employee is certified to return to service with restrictions and is unable to perform some of the duties required by his/her position, and in place of vocational rehabilitation, the employee wishes to be accommodated in another position in the employee's classification, the Committee for the Disabled shall convene within fifteen (15) days of notification by the employee and verification by the District that such accommodation is medically advisable and would be in accordance with vocational rehabilitation requirements. If, however, an employee is unable to be accommodated in his/her regular classification and the employee wishes to be accommodated in a position in another classification and such accommodation is medically advisable and in accordance with vocational rehabilitation requirements, the Committee shall place the employee in that classification. In either case, every effort shall be made to place the employee in a suitable position within twenty (20) working days of the Committee meeting. In all instances where a Clerical/Technical Unit employee is being considered by the Committee, the AFT shall have one (1) representative appointed by the AFT on the Committee (see Article 3.c.).

9. Activities While on Leave.

- a. An Industrial Accident Leave period begins on the first (1<sup>st</sup>) day for which injury is claimed at the hour the employee usually reports for work and extends through the last day for which injury is claimed until the hour the employee is engaged in any gainful employment. The employee will be required to forfeit any injury pay received from the District during any period of employment.
- b. An employee on Industrial Accident Leave shall remain within the state unless the governing board authorizes travel outside the state.

**J. Jury Duty Leave (Mandatory)**

1. Definition. A Jury Duty Leave is a leave which shall be granted when an employee is regularly called for jury duty in a manner provided by law.
2. Requirements. STATUS: Probationary or permanent.
3. Length of Leave.
  - a. The length of leave shall be for the actual period of jury duty. If possible the employee shall attempt to arrange to be absent at a time within the limits of the court order convenient to the District.
  - b. Subject to the possibility of making reasonable travel arrangements, employee shall make himself/herself available to the District for work during the balance of his/her normal working day or week when his/her presence is not required in court or elsewhere for jury duty. If the employee's regular assignment is to other than the day shift, the above requirements shall be fulfilled by making himself/herself available between the hours of 8:00 a.m. and 5:00 p.m.
4. Compensation. Pay shall be for those days and hours for which the employee would otherwise have received pay for his/her assignment if not excused for jury duty not to exceed two (2) weeks during any two (2) consecutive fiscal years. The remainder of jury service shall be unpaid, however, the Chancellor or the appropriate College President, shall have the authority to approve payment for jury service beyond the two (2) weeks provided herein. Such compensation shall not be unreasonably denied. When an employee makes himself/herself available to the District for work as set forth in paragraph 3.b., and is required to work overtime, he/she shall be paid in accordance with

5. Effect on Benefits. None.
6. Request Procedure. An employee receiving a call for jury duty shall:
  - a. Notify his/her immediate supervisor as soon as possible after the receipt of a letter directing him/her to appear for qualification for jury service and/or a jury summons.
  - b. Fill out all forms related to Jury Duty Leave prescribed by the District.
  - c. 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 Duty Leave.
  - d. Collect all jury fees and remit them to the Payroll Branch of the Los Angeles Community College District, except as follows:
    - (1) Any mileage fee may be retained by the employee.
    - (2) Jury fees earned on days for which the District does not pay the employee.
    - (3) When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to his/her daily gross earnings.
7. If any employee is required to serve on a District designated holiday, the employee shall receive a replacement holiday immediately at the conclusion of the employee's jury service.

#### **K. Maternity Leave (Mandatory)**

1. Definition. A Maternity Leave is an unpaid leave of absence for a prescribed period of time granted because of pregnancy of the employee. If an employee is eligible, the medical benefits described in section 19.U. Family and Medical Leave shall be applied concurrently.
2. Requirements. STATUS: Probationary or permanent.
3. Length of Leave. The duration of such leave of absence shall be for a period not to exceed the period of confirmed pregnancy.
4. Compensation. Maternity Leave is unpaid leave; however, for the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness absence pursuant to Section H., Illness Leave, of this Article.
5. Effect on Benefits. No credit is allowed for time spent on Maternity Leave for probationary employees for any benefits, including step advance, eligibility for other leaves, or retirement. Time shall be counted towards seniority for the purpose of establishing a retention list in the event of a layoff and computing seniority credit for promotional examination. Time spent on leaves of one hundred twenty (120) working days or less for permanent employees shall count for eligibility for other leaves and step advance, but shall not count for retirement. For probationary employees holding permanent status in the District, time spent on leaves of one hundred twenty (120) days or less shall count for eligibility for other leaves and shall count towards seniority for the purpose of establishing a retention list in the event of a layoff and computing seniority credit for promotional

examinations. To the extent the employee is eligible, in accordance with Article 19. U., Family and Medical Leave, twelve (12) weeks of paid health benefits may be provided. 6. Return Rights. Refer to Article 19., A.9.

## **L. Military Leave (Mandatory)**

### 1. Definition.

- 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 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) 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. Requirements. STATUS: Probationary or permanent.

### 3. Length of Leave.

- a. TEMPORARY MILITARY LEAVE: The period of ordered duty, not exceeding one hundred eighty (180) calendar days including time involved in going to and returning from such duty.
- b. MILITARY LEAVE OTHER THAN TEMPORARY: The period of time that the employee is engaged in active military duty.

### 4. Compensation. An employee who has been in the service of the District for a period of not less than one (1) year immediately prior to the date on which the leave begins shall be entitled to receive his/her full salary for the first thirty (30) calendar days of the leave. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.

Notwithstanding any other provision of this Article, an employee who commences Military Leave, 1. a. or b., as a result of a military crisis shall receive for a period of one hundred eighty (180) calendar days the difference between the amount of his/her military pay and the amount of the employee's salary. If such employee does not return to District service within sixty (60) days of being released from active duty, such compensation received shall be treated as a loan from the District, and shall be paid back to the District at the interest rate earned by the State of California's Pooled Money Investment Account, except in the case of death or a disability that prevents the employee's return to active LACCD employment. Any Study & Retraining Leave requirements shall be forgiven.

### 5. Effects on Benefits.

- a. Time spent on temporary military leave counts towards salary step advance.

- b. **TEMPORARY MILITARY LEAVE:** An employee who has been in the service of the District for a period of not less than one (1) year immediately prior to the date upon which his/her temporary military leave of absence begins, shall receive the same vacation, illness leave, and holidays and the same rights to promotion, continuance in service, employment, or re-employment that he/she would have enjoyed had he/she not been absent therefrom.
  - c. **MILITARY LEAVE OTHER THAN TEMPORARY:** No vacation time shall accrue during Military Leave Other Than Temporary. However vacation time already earned but not taken shall be granted either prior to or after return from military leave in accordance with Article 10., Vacation.
  - d. Illness days shall accrue to an employee while on Military Leave, but no Illness Leave shall be allowed during Military Leave Other Than Temporary.
  - e. An employee absent from the service of the District because of a Military Leave shall continue to accrue seniority credit during such absence.
6. Return to Service. 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 shall be returned to a position in his/her classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a lesser amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified. In the absence of such vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of his/her application.
7. Eligibility to Take Examination. An employee shall be eligible to take examinations for which otherwise qualified during the time of military service. An employee on a Military Leave whose name appears on an eligibility list shall be certified for assignment to a position in the class during the life of any such list when and if his/her name is reached. In the event the employee accepts the appointment, he/she shall be granted the same type of Military Leave from the new position.
8. Placement on an Eligibility List. An employee returning from a Military Leave, in accordance with Section 6., shall be eligible to take a supplementary examination for any class for which there is an eligibility list in effect, the examination for which he/she was unable to take by reason of his/her military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.
9. The rights, privileges, and benefits under this Leave shall not exceed any mandatory limits established by the Military and Veterans Code.

**M. Organization Leave (Mandatory)**

1. Definition. An Organization Leave is a leave which is granted to enable an employee to serve any officially recognized Los Angeles Community College District professional organization. Only one (1) such leave may be granted for each organization as approved by the organization's president; however up to four (4) FTE leaves may be granted to serve in AFT, such leaves not to exceed eight (8) individual leaves.
2. Requirements. STATUS: Employee must have permanent status in the District on the effective date of the leave.
3. Length of Leave. Leave may be granted in increments of one (1) year or less and shall terminate upon termination of service for the organization.
4. Compensation. Salary shall be paid by the District for the period of service covered by the leave, in accordance with Education Code 88210 as amended by SB 1142 (Rosenthal) 1987. The AFT shall reimburse the District for AFT approved leaves.
5. Effect on Benefits. Time spent on Organization Leave for serving in AFT counts as service for salary step advance and for Retraining and Study Leave. If the Organization Leave is for any officer of the AFT, seniority and other benefits shall continue to accrue as in 4. above.
6. Return Rights. Upon termination of service for the organization, the employee shall return to the same position and same location from which leave was taken (see Appendix H for more detail).

**N. Child Care /Parental Leave (Optional /Mandatory)**

1. Definition.
  - a. Optional Child Care Leave is a leave granted to an employee when it is necessary to be absent for the purpose of supervision of his/her own minor child (minor child is defined as a child under eighteen [18] years of age). Said employee must be a parent or legal guardian of his/her own minor child. If an employee is eligible, the medical benefits described in Article 19.U. Family and Medical Leave, shall be applied concurrently. After the expiration of Family and Medical Leave, the employee shall be eligible for medical benefits, paid in accordance with Article 21, Health and Welfare, for a period not to exceed thirty (30) days. If the employee is not eligible for Family and Medical Leave, the employee shall be eligible for medical benefits, paid in accordance with Article 21, Health and Welfare, for a period not to exceed thirty (30) days from the commencement of Child Care/Parental Leave.

Appeals of denials of optional Child Care Leave may be made, in writing, to the Senior Associate Vice Chancellor of Human Resources. If the Child Care Leave request of an employee under the overall supervision of the Senior Associate Vice Chancellor of Human Resources is denied, the employee may appeal the denial to the Chancellor in writing.

- b. Mandatory Parental Leave is a leave granted to an employee due to the birth of his/her own child or the arrival of his/her own adopted child. Medical benefits shall be paid by the District.

2. Requirements. STATUS: Employee must have permanent status in the District on the effective date of the leave.
3. Length of Leave.
  - a. Optional Child Care Leave may be granted for a period of up to one (1) year and may be extended for a total of three (3) years for any given minor child.
  - b. Mandatory Parental Leave shall be granted for a maximum of twenty (20) consecutive working days.
4. Compensation.
  - a. Optional Child Care Leave is an unpaid leave.
  - b. Mandatory Parental Leave is paid leave deducted from accumulated paid illness leave and shall not be deducted from Personal Emergency Leave. In the absence of sufficient paid illness leave, such leave will be unpaid, unless the employee requests vacation pay. Such request shall be made to the employee's time reporting office, in accordance with the procedure set forth in Article 19.H.3.m. of this Agreement.
5. Effect on Benefits. No credit is allowed for time spent on unpaid leave, unless the employee is eligible for the twelve (12) weeks of paid health benefits in accordance with Article 19. U.

#### **O. Personal Leave (Optional)**

1. Definition. A Personal Leave is unpaid leave which is granted for a specific reason(s). Such reason(s) may include, but is (are) not limited to, travel, study, significant personal needs, and/or opportunity (i.e., service in relevant employment or volunteer work).
2. Requirements. STATUS: Permanent (Probationary employees may be granted informal Personal Leave only).
3. Length of Leave. Informal Personal Leave may be granted for up to twenty (20) days. Formal Personal Leave may be granted for up to one (1) year and may be granted on a full-time, part-time, and/or alternate period basis.
4. Extension of Leave. Under exceptional circumstances, a formal Personal Leave may be extended to a total of two (2) years.
5. Compensation. No salary will be paid by the District for the period of the leave.
6. Effect on Benefits. No credit is allowed for the time spent on Personal Leave for any benefits, which are determined on the basis of the number of days for which pay is received.
7. Request Procedure. Request for informal Personal Leave should be made orally to the District. Request for formal Personal Leave should be made on a prescribed form and submitted to the District.

**P. Personal Necessity Leave (Mandatory)**

1. Definition. Personal Necessity Leave of Absence is a paid leave granted to permit an employee to be absent without loss of pay when the specific conditions or events (see below) require the personal attention of the employee during his/her assigned hours of service and involve circumstances the employee cannot reasonably be expected to disregard.
2. Requirements. STATUS: Employee must be in a status which qualifies the employee for illness pay.
3. Length of Leave. Leave may be requested for one (1) or more hours of absence. After leave of one (1) hour, fractions of hours shall be reported in increments of one quarter ( $\frac{1}{4}$ ) hour. The total paid hours allowed in any one (1) fiscal year shall not exceed the equivalent of seven (7) days.
4. Compensation. Full salary will be paid upon approval for all hours of absence for which proper certification is made, which do not exceed the above limits and which do not exceed the total full-pay illness balance of the employee. All hours paid will be deducted from the full-pay illness balance of the employee.
5. Qualifying Events. The following are those events which may be used as the basis for requesting Personal Necessity Leave:
  - a. (1\*) BEREAVEMENT: The death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or lived in the same domicile, or absence due to (1) official notice in time of war that a member of the immediate family is "missing in action," or (2) official notice that a deceased member of the immediate family 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.
  - b. (2\*) ACCIDENT: An accident to any employee's person (not covered by Illness Leave or Industrial Accident Leave),
  - c. (3\*) or to his/her property or to the person or property of a member of his/her family (see a. above), which is serious and requires the attention of the employee during his/her assigned hours of service.
  - d. (4\*) COURT APPEARANCE: Appearance of an employee as a litigant or party in any court or administrative tribunal, provided that the employee:
    - (1) Presents certification from the Clerk of the Court or other authorized officer indicating each date of necessary attendance.
    - (2) Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or tribunal is not necessary.
  - e. (5\*) WITNESS: Appearance of an employee as a witness under official governmental order, provided that the employee:
    - (1) Presents a certification from the Clerk of the Court or other authorized officer indicating

- (2) Remits any witness fee collected to the Payroll Branch of the District.
  - (3) Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or before an administrative tribunal is not necessary.
- f. (6\*) FAMILY ILLNESS: Illness of a member of the employee's family (see a. above).
  - g. (7\*) PATERNITY: The birth of the employee's child.
  - h. (8\*) HOME PROTECTION: Necessary action taken by an employee in the face of imminent danger to his/her domicile occasioned by a natural event, such as flood, fire, or earthquake.
  - i. (9\*) Any other significant event, personal to the employee for which other paid leave of absence is not authorized, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.

\* "Reason" number to be indicated on District form.

6. Limitations.

- a. The days allowed shall be deducted from and may not exceed the number of days of Illness Leave to which the employee is entitled. However, for a "Qualifying Event" as described in item 5.i. above (9\*), up to one (1) day of the allowed seven (7) days per year shall be available to the employee without being deducted from the number of full-pay days allocated to the employee; if unused, such days shall not accumulate from year to year. To identify such day, the employee shall, in addition to the information already required, designate the day as "Personal Annual Leave."
  - b. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified in writing his/her immediate supervisor at least two (2) working days in advance of the beginning date of the absence. Such two (2) personal business days shall be charged to an employee's illness balance as described in a. above, and shall not be the one (1) day designated as "Personal Annual Leave."
7. A permanent classified employee shall be permitted to interrupt or terminate vacation leave to begin Personal Necessity Leave under the provisions of Article 10, Vacation, provided such leave is necessary and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, and the probable duration of the requested leave.
8. Administrative Approval. 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, and may be required to provide reasonable verification of such necessity.

**Q. Position Leave (Mandatory)**

1. Definition. A Position Leave shall be granted to an employee who is on an eligibility list for a higher classification to serve temporarily in that higher classification or a Position Leave shall be granted to an employee to serve in the certificated service in a probationary or temporary position. Employees who are appointed to temporary assignments in higher classifications who were not appointed from an eligibility list will be limited to a mandatory Position Leave of not more than ninety (90) working days; extensions may be optional in accordance with Personnel Commission Rule 671.
2. Requirements. STATUS: Probationary or permanent.
3. Length of Leave. A Position Leave shall be granted for one (1) year or less and extended to two (2) years. A Position Leave or any combination of Position Leaves may be extended from two (2) years to a maximum of three (3) consecutive years only upon the specific request of the College President or Division Head and upon the approval of the Chancellor.
4. Compensation. No salary shall be paid while on leave; however, compensation shall be earned for the position in which service is rendered.
5. Effect on Benefits.
  - a. SALARY: Service in a position in a higher class than that of the regular assignment counts towards step advance in the regular assignment.
  - b. OTHER BENEFITS: Time on Position Leave does not count towards other benefits except as may be provided by other District rules.
6. Request Procedure. The District is responsible for initiating a Position Leave. No formal request is required from the employee. All Position Leaves shall have ending dates.

**R. Rest Leave (Mandatory)**

1. Definition. A Rest Leave is one granted to an employee who, in the opinion of a physician or other licensed practitioner, is not ill enough to qualify for Illness Leave but does need a rest. If an employee is eligible the medical benefits described in Section 19. U. Family and Medical Leave shall be applied concurrently.
2. Requirements.
  - a. STATUS: The employee must hold permanent status on the effective date of the leave.
  - b. SERVICE: No prior service is required.
  - c. DOCUMENTATION: A statement from a physician or other licensed practitioner indicating that the employee is not well enough to resume the responsibilities of a full-time position must be attached to the leave request.
3. Length of Leave. Rest Leave may be granted for one (1) year or less but may be extended for a total of two (2) years (including any consecutive Illness Leave).

4. Compensation. No salary will be paid by the District for the period covered by the above leave.
5. Effect on Benefits. No credit is allowed for time spent on Rest Leave for any benefits, unless the employee is eligible for the twelve (12) weeks of paid health benefits in accordance with Article 19. U.

### **S. Retraining and Study Leave (Mandatory/Optional)**

1. Definition. A Retraining and Study Leave is one which shall be granted to an eligible employee for the purpose of acquiring new skills as a result of changes in the District's organization and methods and/or acquiring, maintaining, or improving skills used in the service of the District. Retraining and Study Leave is a mandatory leave except that a leave which includes work experience is an optional leave. Approval of Retraining and Study Leave, which involves work experience shall be at the sole discretion of the District.
  - a. STATUS: The employee must have permanent status in the District at the time the leave begins.
  - b. SERVICE: The employee must have rendered paid satisfactory service (overall Performance Evaluation rating must be "Meets or Exceeds Work Performance Standards" in the previous two [2] years; exceptions may be made at the discretion of the District) to the District for not less than 75% of his/her assigned time in each of the seven (7) consecutive years prior to the granting of the leave. Leaves do not break time service continuity for Retraining and Study, but may reduce the days served in a year below the minimum requirement. Only service rendered subsequent to return from the most recent Retraining and Study Leave and subsequent to the most recent break in service is counted except that all time served between the two (2) periods of a split Retraining and Study Leave counts for a subsequent Retraining and Study Leave.
  - c. PROGRAM: The employee's program for study or retraining must be evaluated as being related to the duties described in the employee's job specification, related classification, or career ladder as determined by the Retraining and Study Committee. Retraining leave may include work experience in an established organization or business enterprise.

A study plan shall indicate enrollment in at least five (5) semester units each semester (eight [8] semester units each semester for "A" basis employees) or its equivalent in an accredited institution of higher education for any period of the leave or the pursuit of an equivalent program of independent study. The leave plan may combine elements of formal study and independent study in ratio so as to meet the minimum requirements.

3. Length of Leave. The leave may be taken for a half (½) or a full year. The second half of a one (1) year leave may be taken immediately following the first half or may be taken at a later time on a split basis provided the second half of leave is completed within three (3) years of the beginning date of the first leave. A year shall be defined as the assignment period of the employee's basis.
4. Compensation. An employee on a Retraining and Study Leave will be paid at least one-half (½) of his/her regular rate of pay; compensation in excess of one-half (½) of regular rate of pay shall be subject to the approval of the Chancellor or his/her designee. Payment may be made to the employee in two (2) equal semi-annual installments in accordance with Education Code Section 88224, or may be made in the same manner as if the employee were performing service for the District, provided that the employee:

- a. Furnishes the District with a suitable bond against loss in the event that the employee fails to render the two (2) years of service required following return from the leave, or
  - b. Furnishes the District with other assurances of loss as the District elects to permit.
5. Effect on Benefits. Time spent on Retraining and Study Leave will not be considered a break in service for any purpose.
  6. Return to Service. An employee must render paid service in the District after return from a Retraining and Study Leave which is equal to twice the period of the leave. Upon completion of leave of absence, the employee will be assigned, unless he/she otherwise consents, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had he/she remained in active service.
  7. Failure to Complete Leave Objectives. Employees who do not complete the approved leave objectives shall reimburse the District for compensation paid for the period following discontinuance of leave study program for failure to maintain adequate study standards.
  8. Additional Assignments. Employees may, while on leave of absence, provided that there is no conflict in hours, continue existing multiple assignments or previously held outside employment. During any period of the leave in which the income from the new employment is greater than the Retraining and Study Leave pay for that month, the amount in excess of the leave pay will be deducted from the leave pay so that the total of new employment and leave pay does not exceed the regular pay of the employee including differentials for which the employee would have been eligible had he/she not been on leave.
  9. Request Procedure. Request for Retraining and Study Leave cannot be received any earlier than April 1 of the year preceding the fiscal year in which the leave is taken. Applications must be received at least sixty (60) calendar days prior to the effective date of the leave. If two (2) semesters or periods of leave outlined above are taken consecutively, they must be requested separately.
  10. Retraining and Study Leave for Formal Study.
    - a. REQUIREMENTS: Courses which are undertaken for the purpose of meeting Retraining and Study Leave requirements must:
      - (1) Be taken at an accredited institution of higher education;
      - (2) Be related to the duties described on the employee's job specification, career ladder or related classification as determined by the Retraining and Study Committee;
      - (3) Be initiated subsequent to the filing and approval of the leave;
      - (4) Be initiated or completed during the period of the leave;
      - (5) Be completed with a grade of "C" or better (credit is acceptable if the class is offered on a credit or no-credit basis);

- (6) Require enrollment in an educational institution for a minimum of fifty percent (50%) of the leave period.
  - b. CHANGE OF PLAN: Any change of plan must be approved in advance.
  - c. FINAL REPORT: Each employee must file a typewritten report with the Personnel Relations Branch.
    - (1) The report should include a brief description of the courses completed and their professional implications.
    - (2) Form C140 (Statement of Formal Study Completed) must be submitted with the Retraining and Study Leave Report.
    - (3) Transcripts verifying successful completion of approved courses must be provided. Grade Report Forms are not acceptable.
11. Independent Study. Independent study is a program of independent study, research, and/or experience directly related to the duties described in the employee's job description or related classification as determined by the Retraining and Study Committee, which promises professional values equivalent to that derived from formal study at a recognized educational institution.

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

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

The Independent Study Report must be filed with the Personnel Relations Branch person or by mail at the conclusion of the leave. If not filed prior to return to service, the report must be filed within the first two (2) ensuing pay periods. The salary warrant for the third (3<sup>rd</sup>) pay period will not be released until the final report is submitted and accepted by the Committee.

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

12. Requirements of Employees While on Retraining and Study Leave. The following are required of personnel on Retraining and Study Leave:
- a. MONTHLY CERTIFICATION OF COMPLIANCE WITH CONDITIONS OF STUDY AND RETRAINING LEAVE  
Form C351: This card must be received in the Personnel Relations Branch not later than the Tuesday preceding the first payday of each pay period if the warrant is to be mailed on time.
  - b. NOTIFICATION OF ILLNESS OR INJURY WHILE ON RETRAINING AND STUDY LEAVE: Interruption of a program of Retraining and Study Leave by a serious injury or illness sustained during the leave will not be considered a failure to fulfill the conditions of the leave. Written notice of such interruptions must be forwarded to the Personnel Relations Branch within ten (10) days on Form C138, or by letter to which a doctor's statement verifying the illness or injury is

attached. Such communication, either Form C138 or letter, should be forwarded by certified mail.

- c. CHANGE OF PLAN: All changes of Retraining and Study Leave plans following approval of the original plan must be filed on the appropriate form. Changes will be authorized only if in conformance with established criteria. Disapproval of change could result in failure to meet leave requirements, therefore, request for change approval should be filed prior to change.

13. Policy on Incomplete Leaves.

- a. FAILURE TO COMPLETE REQUIREMENTS DUE TO INJURY OR ILLNESS: Interruption of the program of Retraining and Study Leave caused by serious injury or illness during said leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such employee under the terms of the leave agreement, provided:
  - (1) Notification as soon as practicable of injury or illness during Retraining and Study Leave is given to the Sr. Associate Vice Chancellor, Division of Human Resources, by means of certified letter; and
  - (2) Written evidence (Form C138) verifying the interruption of the program due to a serious injury or illness is filed with the Personnel Relations Branch within ten (10) days. A Retraining and Study Leave may be changed to an Illness Leave with District approval prior to the end of the first pay period of the leave without loss of Retraining and Study Leave. Changes made after the first pay period of the leave will result in the loss of Retraining and Study Leave.
- b. FAILURE TO COMPLETE REQUIREMENTS DUE TO MILITARY SERVICE: Involuntary call to active military service will justify the conversion of a Retraining and Study Leave to a Military Leave without jeopardy to Retraining and Study Leave salary already received. If this conversion takes place before the end of the first pay period, Retraining and Study Leave rights will be preserved. If such conversion takes place after the close of the first pay period, the employee will be considered as having used one-half ( $\frac{1}{2}$ ) year of the Retraining and Study Leave. Such employee will be permitted, however, to complete the second half of the Retraining and Study Leave within two and one-half ( $2\frac{1}{2}$ ) years following an honorable discharge and return to service with the District.
- c. FAILURE TO COMPLETE REQUIREMENTS DUE TO OTHER CAUSES: An employee who has been approved for a Retraining and Study Leave of Absence but who fails to complete all of the requirements of the leave due to serious illness in the family or other causes beyond one's control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an incomplete leave originally approved for one (1) year, fractional portions of requirements completed may be one-fourth ( $\frac{1}{4}$ ), one-half ( $\frac{1}{2}$ ), or three-fourths ( $\frac{3}{4}$ ). A year's leave of absence for an "A" basis employee means 13 pay periods; for a "C" basis employee, 10 pay periods; for a "G" basis employee, 239 assigned days.

The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the Retraining and Study Leave was authorized and prior

to return to active duty or prior to the beginning of a leave immediately following the Retraining and Study Leave.

- d. INCOMPLETE LEAVE: To receive partial compensation for a Study and Retraining Leave, the significant portion of the requirements must have been completed.
  - e. INCOMPLETE LEAVE - INDEPENDENT STUDY: To receive partial compensation for an incomplete leave which was approved for study, the nature of the study must be such that certain units can be and are completed apart from the remainder of the study. The completed units must have significance in themselves, and not be merely an introduction to other work and must have been completed in the required time. Regardless of the amount of work involved, the collection of data which is not summarized, and which is not used in reaching conclusions in completed units, shall not be considered as meeting any portion of the requirements for the leave.
  - f. EFFECT OF INCOMPLETE LEAVE ON BENEFITS: Incomplete leave can count towards benefits only to the extent that leave pay is received.
14. Retraining and Study Leave Committee. A Retraining and Study Leave Committee shall consist of four (4) members. The Sr. Associate Vice Chancellor, Division of Human Resources, or his/her designee, shall select two (2) members, one (1) of which is a management employee from a campus and the other is a management employee from the Division of Human Resources. The AFT shall select two (2) members, one (1) of which is a Unit member from a campus and the other is a Unit member from the District Office. The Committee shall have the sole and exclusive authority to rule on any and all issues concerning Retraining and Study Leave. The Committee shall develop procedural guidelines. The Committee shall meet within twenty (20) working days of receipt of the employee's Study Leave Request. The employee shall be notified in writing of the Committee's decision within ten (10) working days of the above meeting. Approval of employees' leaves shall be determined by a majority vote of the members of the Committee who are present and voting but no approval will take place in the absence of at least one (1) affirmative management vote and one (1) affirmative AFT vote. Failure to reach such majority shall be considered non-approval. If a leave is not approved, the employee shall be given the reason for nonapproval. A meeting shall be called at the request of any member of the Committee when deemed necessary.
15. Limit on the Number of Retraining and Study Leaves. There shall be no more than eighteen (18) Retraining and Study Leaves granted per year. The limit shall be attained in order of receipt. Ties shall be broken by selecting the employee with the greatest District seniority.
16. Cancellation of Retraining and Study Leave.
- a. A Retraining and Study Leave may be cancelled at any time and converted to a resignation, return to duty, or other type of leave, if eligible.
  - b. If the request for such cancellation is received by the Personnel Relations Branch before the beginning date of the leave, the Retraining and Study Leave eligibility will be preserved.
  - c. If the request for such cancellation is received by the Personnel Relations Branch after the beginning date of the leave but before the end of the first pay period, the Retraining and Study Leave will be cancelled with an effective date of the beginning date of the Retraining and Study Leave; leave pay will be cancelled, but leave eligibility will be preserved.

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

#### **T. Part-Time Service Leave (Mandatory)**

Employees, fifty-five (55) years or older, covered by this Agreement may go on Part-Time Service Leave and through the California Education Code Section 88038 pay the balance of their PERS contribution (see Appendix Q).

Any change(s) to Education Code section 88038 which become(s) effective during the term of this Agreement shall be incorporated into this Article and into Appendix Q., effective the date the change(s) become(s) effective.

#### **U. Family And Medical Leave (Mandatory)**

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

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

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

2. Requirements:

**STATUS:** The employee must have permanent status in the District at the time the leave begins.

**SERVICE: 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.

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

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

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

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

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

5. Effect on Benefits.

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

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

## **ARTICLE 20, CONFERENCE/CONVENTION ATTENDANCE**

The District shall grant conference/convention attendance with pay but without expenses up to but not to exceed a cumulative total of 2,000 hours for the duration of this Agreement for employees designated by

AFT, for the purpose of attending CFT's and/or AFT's annual conferences and/or conventions or other AFT/CFT activities such as Union Leadership Institute (ULI), Lobby Day, and Council of Classified Employees (CCE), provided the number of employees who are to be absent from any office or operational unit would not impede the work of the office or operational unit.

## **ARTICLE 21, HEALTH AND WELFARE**

The American Federation of Teachers College Staff Guild, Local 1521a, 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/Orange County Building and Construction Trades Council; the Supervisory Employees Union, Local 347; 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.

As indicated, the Master Agreement remains subject to modification or revision by the signatory parties. However, for information purposes, the text of the Agreement as of October 29, 2002, is set forth on the following pages.

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

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

1. Eligibility. Each of the following employees and his or her dependents are eligible to receive benefits and enroll in plans under the Health Benefits Program:
  - a. Every member of a classified bargaining unit who is employed at least half-time as either a probationary or regular classified employee.
  - b. Every faculty member who is employed at least half-time in one or more monthly rate assignments.
  - c. Every member of the administrators' bargaining unit who is employed at least half-time.
2. Dependents. Dependents who are eligible to enroll in plans under the Health Benefits Program include an eligible employee's:
  - a. Spouse.
  - b. Qualified domestic partner as specified in Appendix T.
  - c. Unmarried dependent children under age 19.

- d. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
- e. Unmarried dependent children without regard to age who are physically or mentally incapacitated, and who are being claimed as dependents on the employee's federal income tax returns. (However, a dependent's coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage, the dependent shall not be eligible to re-enroll.)

As used in this section, "dependent children" include an employee's natural children, step-children, legally adopted children, and foster children only, and the dependent children of a domestic partner who meets the criteria listed in section A.4. of Appendix T.

- 3. Enrollment. Enrollment and re-enrollment in plans shall be administered as follows:
  - a. Initial Enrollment. Upon employment, each new employee who is eligible to enroll in plans under the Health Benefits Program shall receive complete information regarding the District's Health Benefits Program. An eligible employee who is not currently enrolled may enroll in a plan during an open enrollment period or within thirty-one days of becoming eligible. However, an employee or dependent previously enrolled in a plan during the current "benefit year" must, upon re-enrollment, enroll in the same plan he or she left when his or her previous enrollment ended. Provided the effective date of a new employee's employment is on or before the fifteenth day of the calendar month, the District shall process the employee's enrollment forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the effective date of the employee's employment.
  - b. Open Enrollment. There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to employees fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
  - c. Changes in Enrollment other than during Open Enrollment. Once enrolled in a plan, employees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:
    - (1) Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by the District within six months after the employee established his or her new permanent residence.
    - (2) Any employee who is enrolled in a closed panel plan and who, during an approved study, retraining or sabbatical leave of absence of sixty days or more, temporarily relocates to a location that is outside the service area of the plan may, by submitting a timely application to the District, temporarily change his or her enrollment to a plan that provides service in the area in which he or she will be temporarily located. To be timely, the application for a

temporary change in enrollment must be received by the date on which the employee's leave commences.

- (3) Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within sixty days after the employee's enrollment was terminated.
4. District Contribution Towards Premiums. Eligible employees shall be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled if:
  - a. the eligible employee was in paid status for at least twelve working days during the calendar month preceding the month during which benefit coverage is effective. An employee shall be deemed to be in paid status during any recess or intercession if he or she is scheduled to return to paid status at the end of the recess or intercession; or
  - b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months.
5. Payment of Premiums during Unpaid Leaves. Eligible employees who have been granted an unpaid leave of absence and who are therefore not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by reimbursing the District in advance for the full monthly premium of the plans. The amount of the reimbursement shall be determined by dividing the annual premium for the plans by twelve and multiplying the result by the number of months of leave during which the employee will not be entitled to the District's contribution towards premium costs.

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

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

6. Continued Eligibility and Payment of Premiums following Layoff or Furlough. Notwithstanding anything in Sections I.A.1 and I.A.5 to the contrary, employees who have been furloughed shall remain eligible to receive benefits under the Health Benefits Program, and shall continue to be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled, during the period of their furlough. Furthermore, employees who have been laid-off shall remain eligible to receive benefits, and shall continue to be entitled to the District's contribution towards the premium costs of their plans, according to the following table:

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

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

7. Conditions of and Limitations on Eligibility and Coverage.

- a. Employees and their dependents may not be enrolled in more than one District sponsored plan at any one time. For that reason, an employee may be enrolled in a plan in his or her own capacity as an employee, or as a dependent of another employee, but not simultaneously in one plan as an employee and in another plan as a dependent. Likewise, children or other individuals who qualify as dependents may be enrolled in a plan only once as a dependent, not simultaneously in one plan as a dependent of one employee and in another plan as a dependent of another employee.
- b. Every employee (or in the event of his or her incapacity, the employee's representative or agent) shall report any event or change of circumstance that has an effect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to, change of address or telephone number, marriage, divorce, dependent's loss of eligibility, death of the employee, or death of a dependent.

8. COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he or she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law.

9. If the internal responsibility for the administration of the Health Benefits Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the exclusive representatives within thirty days.

10. Health Care Legislation. In the event that health care legislation is enacted and the District is required to implement a plan pursuant to such legislation prior to the termination of this Agreement, the District agrees to provide the current level of health care benefit coverage to those employees currently covered, for the duration of this agreement. Except as provided under Section V (Funding the Health Benefits Program and the District's Contribution towards Premiums), the District agrees to pay any additional cost, beyond that which the District currently pays, as required by the legislation, in order to maintain the current level of health care benefits and any other mandated health care benefits under such legislation. The District and the Exclusive Representatives shall consult on this Article when such health care legislation is enacted, in order to assess the effects of such legislation.

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

1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for

2. The limits of coverage under the program shall be \$40,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the minimum amount required by federal law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.
- C. Employee Assistance Program. The District's Employee Assistance Program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board. All active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement), and their dependents, shall be eligible for participation in the employee assistance program.
- D. Tax Sheltered Retirement Plans. The District shall continue its voluntary salary reduction agreement program under which employees may contribute to tax sheltered retirement plans under Internal Revenue Code Section 403(b). In addition, by March 1, 2003, the District shall establish a tax sheltered retirement plan under Internal Revenue Code Section 457. The process for selecting a third-party administrator for the plan shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the Exclusive Representatives, and selection of an administrator based on the recommendation of the task group.
- E. IRC 125 Plan. By March 1, 2004, the District shall be prepared to implement a voluntary flexible spending account plan under Internal Revenue Code Section 125. The JLMBC will be in charge of selecting a TPA for the plan. Each exclusive bargaining agent that is a party to this agreement shall have the sole authority to determine whether or not to implement this plan for the members of its unit.

## **II. Health Benefits for Adjunct Faculty**

- A. Scope. The District shall provide part-time temporary (adjunct) faculty access to its hospital/medical, vision and dental group coverage plans as provided in this Section II, Health Benefits for Adjunct Faculty. Access to the District life insurance plan is not included.
- B. Eligibility. An adjunct faculty member is eligible to receive access to hospital/medical group coverage under this section if he or she has been assigned and working as an adjunct faculty member in the District:
1. at some time during the semester for which coverage is requested (open but inactive assignments—no work, no pay—do not constitute employment in this context); and
  2. during three or more semesters out of the previous eight consecutive semesters.

An adjunct faculty member who was eligible for coverage for the entire Fall or Spring semester of any academic year shall remain eligible for coverage during the time between the end of that Fall or Spring semester and the beginning of the subsequent semester provided that he or she remits the required premium payments in a timely manner.

- C. Premiums.
1. Except as provided in Subsection C.2, to receive coverage under this agreement, an eligible adjunct faculty member must, in advance and in accordance with applicable District procedures, pay

the District the amount which represents the District's monthly premium for an individual in the hospital/ medical insurance plan selected by the faculty member.

2. Notwithstanding Subsection C.1, once an eligible adjunct faculty member has established his or her eligibility under the provisions of Education Code Sections 87860 through 87869, he or she shall be required to pay the District only 50% of the applicable hospital/medical premium (but 100% of the applicable vision and dental premium, if relevant) in order to receive coverage under this agreement. To establish eligibility under the Education Code, the adjunct faculty member must, in accordance with applicable District procedures, satisfy all eligibility requirements, including but not limited to submittal of all required forms and certifications in a timely manner.
  3. An adjunct faculty member's coverage shall cease immediately upon his or her failure to pay the required insurance premium in accordance with District procedures. It is the faculty member's responsibility to make the required premium payments on or before the tenth day of each month preceding the month in which coverage will be effective. The District will not bill the employee for the required premium payments.
- D. Extension of Coverage. Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination of employment with the District, shall be in accordance with applicable state and/or federal law.
- E. MOU. All provisions, not contrary to statute or the terms of this Agreement, of the Memorandum of Understanding between the parties signed June 24, 1999 relating to part-time health benefit coverage shall remain in effect.

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

- A. Health and Medical Benefits. Eligible retirees and their eligible dependents and survivors shall have the right to continue their participation in the hospital and medical plans available to active employees, subject to the terms and conditions of this Agreement. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the District's Health Benefits Program, as well as the plans available under the Program, remain subject to alteration by action of the Joint Labor/Management Benefits Committee or any future agreement between the District and the exclusive representatives.
- B. Dental and Vision Benefits. If a retiree's retirement was effective June, 1969, or later, the retiree and his or her dependents shall also have the right to participate in dental plans as prescribed by the Joint Labor/Management Benefits Committee, and if a retiree's retirement was effective January, 1978, or later, the retiree and his or her dependents shall also have the right to participate in the district's vision plan as prescribed by the Joint Labor/Management Benefits Committee.
- C. Eligibility. A retiree who is eligible to continue his or her participation in the hospital and medical plans available to active employees is one who has retired from District service under the rules of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS), who is receiving a retirement allowance from that system, and who:
1. —for employees whose most recent uninterrupted District Employment began before February 11, 1992—has rendered continuous paid service to the District in a “qualifying position” for three or more years immediately preceding his or her retirement; and—for employees whose most recent uninterrupted District Employment began before July 1, 1998—has rendered continuous paid

service to the District in a “qualifying position” for seven or more years immediately preceding his or her retirement; or

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

For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under the Health Benefits Program. In addition, no absence from the service of the District under any paid leave of absence, or any unpaid leave of absence of thirty-nine months or less, shall be deemed a break in the continuity of service required by this section. An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under PERS or STRS is no later than the day after his or her resignation from District employment.

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

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

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

(As used in this section, "dependent children" include an employee's natural children, step-children, legally adopted children, and foster children only, and the dependent children of a domestic partner who meets the criteria listed in section A.4 of Appendix T.)

—and—

2. the retiree must be enrolled in the plans under which the dependent is covered, or in the case of any survivor, the survivor must have been enrolled in plans as a dependent at the time of the retiree’s death.

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

1. A surviving spouse for his or her life, or until he or she remarries, enters into a domestic partner relationship, or becomes eligible for group coverage under his or her own employment.
2. A surviving qualified domestic partner shall remain eligible for his or her life, or until he or she marries, enters into a another domestic partner relationship, or becomes eligible for group coverage under his or her own employment.
3. A surviving child shall remain eligible only as long as the retiree's surviving spouse or domestic partner remains eligible.
4. Any survivor whose eligibility terminates for any reason, shall not be eligible for re-enrollment.

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

1. Initial Enrollment. Upon retirement, each new retiree who is eligible to enroll in plans under the Health Benefits Program shall receive uninterrupted coverage under the plan in which he or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.
2. Open Enrollment. There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to retirees fourteen or more days before the beginning of the open enrollment period. If an eligible retiree requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
3. Changes in Enrollment other than during Open Enrollment. Once enrolled in a plan, retirees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:
  - a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by the District within six months after the retiree established his or her new permanent residence.
  - b. Any retiree whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within sixty days after the retiree's enrollment was terminated.

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

1. For retirees (and their eligible dependents and survivors) who became eligible under Section III.C.1, the District will pay 100% of the District's contribution towards premiums.

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

H. Conditions of and Limitations on Eligibility and Coverage.

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

IV. Joint Labor/Management Benefits Committee

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

- B. The Committee shall be composed of one voting and one non-voting District Member appointed by the Chancellor; six Employee Members, one appointed by each of the Exclusive Representatives; and an additional voting member who shall serve as Chair, nominated by the President of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. Although each Exclusive Representative will appoint one regular voting member on the Committee, the Committee shall adopt rules under which each Exclusive Representative may appoint additional non-voting members in proportion to the size of each unit. The District shall grant the Chair of the Committee at least 0.2 FTE reassigned time to perform the duties of that assignment.
- C. The Committee shall have the authority to:
1. review the District's health benefits program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to substitute other plans for the District's existing health benefits plans);
  2. recommend the selection or replacement of benefits consultants;
  3. evaluate and select benefit plan providers;
  4. review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it;
  5. review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms;
  6. study recurring enrollee concerns and complaints and make recommendations for their resolution;
  7. participate in an annual review of the District's administration of the health benefits program; and
  8. review and make recommendations about the District's health benefits budget.
- D. Any action of the Committee must be approved by the affirmative vote of the voting District member and all but one of the voting Employee Members at a meeting of the Committee at which a quorum is present. A quorum shall consist of the voting District member and any five voting Employee Members.
- E. Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.
- F. The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the "overall cost to the District of maintaining the Health Benefits Program."

**V. Funding the Health Benefits Program and the District's Contribution towards Premiums**

- A. The JLMBC shall, by April 30, 2003, make recommendations to restructure the Health Benefits Program (effective at the beginning of the 2003-2004 benefit plan year) in a manner that will ensure that the Program continues to provide quality health care to the District's employees, retirees, and their eligible dependents at a reasonable and sustainable cost to the District.

The District shall implement JLMBC recommendations approved by the Board. The District shall consider all relevant information gathered or produced by the JLMBC and the District's health benefit consultant.

If the JLMBC fails to make recommendations to restructure the Health Benefits Program by April 30, 2003, or if the District reasonably determines that the recommendations will not materially reduce the

overall cost to the District of maintaining the Health Benefit Program when compared to the projected overall cost without restructuring, the Board shall have full authority to implement any changes to the District's Health Benefits Program (other than the implementation of employee/retiree contributions towards premiums) that the Board determines to be necessary to address the excess costs.

Before adopting any changes, the Board shall give the members of the Joint Labor/Management Benefits Committee notice of the specific changes it intends to implement.

- B. For 2004-2005, the parties agree to reopen negotiations on matters related to funding the Health Benefits Program and the District's contribution towards the cost of premiums no later than March 1, 2004.

## **ARTICLE 22, GRIEVANCE PROCEDURE**

A. **Grievance Defined:** A grievance is defined as a formal written complaint alleging that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement, or of a written rule, regulation, policy, or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission.

B. **Matters Excluded:** The grievance procedure is not for the adjustment of complaints relating to any of the following:

1. Matters relating to the selection and/or hiring of employees except selection and/or hiring procedures.
2. Suspensions, demotions, and dismissals for which review procedures are provided by Personnel Commission rules.
3. The review of performance evaluations in which the overall evaluation indicates that the employee "meets or exceeds work performance standards," except any procedural violations of Article 16. Also, any and all probationary performance evaluations except probationary evaluations issued to permanent employees.
4. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
5. Notices of Unsatisfactory Service which are the basis for further disciplinary action and Notice of Unsatisfactory Service issued to probationary employees.

### **C. Definitions**

1. Grievant. A grievant is an employee or group of employees covered by the terms of this Agreement.
2. Group Grievance. Grievances of a similar or like nature may be consolidated as a single grievance. Such consolidation may be made by the AFT only after consultation with the District in a good faith effort to reach agreement. Such consolidated grievance shall be carried through the procedure by one (1) designated grievant. The final decision shall be binding upon all parties to the consolidated grievance.

3. Day. A day, for the purpose of this Article, is defined as any day of the calendar year, except Saturdays, Sundays, and legal (or school) holidays.
4. Division Head. A "Division Head" is defined as a management employee assigned the administrative responsibility for a division in the District Office.
5. College President. College President is defined as the chief administrative officer of a college.
6. Management Employee. A management employee is defined as any employee designated by the Board of Trustees as management, consistent with the provisions of Government Code 3540 et seq.
7. Administration. A management employee.
8. Respondent. The respondent in any grievance is the supervisor or management employee who has the authority to adjust the complaint as determined by the campus or District.

**D. Rights and Responsibilities**

1. At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by an AFT representative(s). A grievant shall also be entitled to represent himself/herself (but may not be represented by any other person other than an AFT representative) up to and including Step Three of the Grievance Procedure. The supervisor or administrator shall have the right to be accompanied by another supervisor or administrator or District representative at all such meetings. By mutual agreement, other persons such as witnesses may also attend grievance meetings. Unit members may have a grievance adjusted without the intervention of the AFT as long as the adjustment is not inconsistent with the terms of this Agreement. The AFT shall be provided copies of any grievance filed by unit members and any response by the District. Prior to resolution of any grievance, the Union shall be provided a copy of the proposed resolution and given the opportunity to respond. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be submitted to Step Four for resolution.
2. Released Time for Employees and AFT Representatives. Grievance meetings and hearings will be scheduled at mutually convenient times and places during District business hours. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant. If grievance meetings and/or hearings are conducted outside the AFT's Representative's regularly scheduled released time, he/she shall be released from his/her assignment for the period of the meeting or hearing plus reasonable travel time without loss of pay.
3. Any rights granted to one party to the complaint shall be granted to the other.
4. 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.
5. 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.
6. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with or interruption of District business at the employee's work.

7. The immediate supervisor or management employee shall inform the grievant of any limitation upon his/her authority which prevents full resolution of the grievance and shall direct the grievant(s) to the employee who has the authority to resolve the grievance.
8. Copies of all documents and communications related to the processing of the grievance shall be filed in the Office of Labor Relations and shall be kept separate from the personnel files of all the participating parties.
9. Both parties to the complaint have a professional obligation to act in a cooperative and respectful manner for an early adjustment of the complaint.
10. A list of witnesses or other persons who will attend any grievance meeting shall be provided to the other party at least one (1) working day prior to any scheduled meeting.
11. The grievant and respondent and their representative(s), if any, shall have equal access to any documents and District records which are relevant to and will assist in adjusting the grievance.

#### **E. Waivers and Time Limits**

1. Failure of the grievant(s) to act on any grievance within the prescribed time limits, unless mutual agreement to extend the time has been reached, shall conclude the grievance.
2. Failure by a supervisor or management employee to respond to the employee's grievance within the specified time limits shall permit the grievant to proceed to the next step unless mutual written agreement to extend the time has been reached.
3. The day following actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.
4. Any level of review may be waived by mutual agreement of the parties to the grievance. Any time limits established in this procedure may be extended by mutual agreement of the parties to the grievance.
5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### **F. Procedure**

1. Step One. Within twenty (20) working days after the grievant knew or by reasonable diligence could have known of the condition upon which the grievance is based, the grievance must be presented in writing on a District's grievance form (Appendix F) to the immediate supervisor who has the authority to adjust the grievance. The written grievance shall contain a clear concise statement of the alleged misinterpretation, misapplication or violation of a specific provision(s) of the Agreement or of a written rule, regulation, policy, or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission; the remedy sought; the specific provision(s) of the Agreement violated; and the name of the employee's representative(s), if any.

A meeting between the grievant and the immediate supervisor shall be arranged within five (5) days from presentation of the grievance. Said meeting shall occur within the next five (5) days. The immediate supervisor shall reply in writing within five (5) days following the meeting. The decision shall contain a clear and concise statement as to the reason(s) for said decision.

2. Step Two. If the grievance is not resolved in Step One, the grievant may, within five (5) days after receipt of the immediate supervisor's written decision, present the written grievance to the next level of authority. The written grievance shall contain the same information as in Step One and a copy of the immediate supervisor's decision. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority shall reply in writing within five (5) days following the meeting. The decision shall contain a clear and concise statement as to the reason(s) for said decision.
3. Step Three. If the grievance is not resolved in Step Two, the grievant may within five (5) days after receipt of the decision in Step Two, present the written grievance to the College President or Division Head. The written grievance shall contain the same information as in Step One, copies of Step One and Step Two decisions, and reasons for the appeal. Within five (5) days after receipt of the appeal, the College President or Division Head shall schedule a meeting with the grievant and/or other persons whose assistance the College President or Division Head deems necessary to adjust the grievance. Within fifteen (15) days after receipt of the appeal, the College President or Division Head shall communicate his/her decision in writing to the grievant. The decision shall contain a clear and concise statement as to the reason(s) for said decision.
4. Step Four.
  - a. If the grievance is not resolved at Step Three, the grievant, subject to the approval of AFT, may file a written request to the Office of Labor Relations for a hearing. The grievant shall have ten (10) days from receipt of the decision in Step Three to file said request.
  - b. Within fifteen (15) days after receipt of the appeal, the Office of Labor Relations shall make arrangements for the joint selection of an arbitrator. He/she may be a District employee or an arbitrator not employed by the District.

Selection of Arbitrators. The District and the AFT shall jointly prepare a request for proposals (RFP) to be sent to prospective arbitrators or arbitration panels. After reviewing responses to the RFP, the District and the AFT shall either a) select a group consisting of no fewer than five (5) nor more than ten (10) arbitrators to serve on the permanent panel of arbitrators who are eligible for selection as a grievance arbitrator under Article 22, or b) agree upon an alternative means of appointing arbitrators for grievances.

Each party shall alternately strike a name from the panel until there is one (1) name remaining. The party that strikes first shall be determined by lot. Within five (5) working days of striking, the Office of Labor Relations shall contact the remaining arbitrator. Should he/she not be available to hold a hearing within sixty (60) working days of the contact, the Office of Labor Relations shall contact the last arbitrator struck from the list and contact him/her in accordance with the above procedure. The process shall be repeated until an arbitrator is obtained who is available within the sixty (60) working days. If every member contacted by the above method is unavailable within the prescribed time limits, the arbitrator available at the earliest date shall be chosen.

- c. The arbitrator 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 misinterpretation, misapplication or violation of a specific provision(s) of this Agreement, or of a written rule, regulation, policy, or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission.

- d. The hearing shall be conducted in accordance with the rules and procedure prescribed in Section 11513 of the Government Code of the State of California. No other Section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, witnesses while testifying, and representatives of the Office of Labor Relations.
- e. The Office of Labor Relations shall be responsible for the arrangements of the hearing, the recording of the proceedings, the maintenance of records, and such other services required to assist the arbitrator in fulfilling his/her responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- f. The hearing shall be tape recorded. A transcript of the record shall be prepared at the request of either party or the arbitrator. The cost of the transcript shall be borne by the party requesting the transcript, except that the parties shall share the cost of the transcript if requested by the arbitrator. If no request for a transcript is made, the parties shall have access to the tapes.
- g. Either party may request the presence of witnesses and the production of records and shall supply the Office of Labor Relations with a list of the witnesses to be called and the records requested at least five (5) days in advance of the hearing. The arbitrator shall be empowered to direct the attendance of any District employee to attend the hearing, without loss of salary to the employee and direct the production of records relevant to the hearing.
- h. Advocates for parties shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) working days before the first day of the hearing.
- i. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case. The arbitrator's decision shall be limited to a specific finding regarding the alleged misinterpretation, misapplication, or violation of a specific provision(s) of this Agreement, or of a written rule, regulation, policy, or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission.
- j. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of \$2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount of the award to be granted.

The arbitrator shall have no power 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.

- k. The arbitrator shall render written findings, conclusions, and recommendations within sixty (60)

days of the termination of the hearing. The findings, conclusions and recommendations shall be final and binding on both parties.

- I. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.
- m. All documents and communications related to the process of the grievance shall be filed with the Office of Labor Relations and shall be kept separate from the personnel files of the participating parties.

## **G. Mediation**

1. With the mutual agreement of the AFT and the District, mediation shall be available as an alternative to the grievance procedure for the resolution of disputes. A list of qualified mediators shall be jointly agreed to by the AFT and the District. The mediator for each mediation shall be jointly selected from the list by the AFT and the District. The costs of mediation shall be shared equally by the AFT and the District.
  - a. If mediation is selected in lieu of the grievance procedure, the time deadlines associated with the grievance procedure shall be held in abeyance until the completion of the mediation or until either the District or the AFT chooses not to proceed with the mediation.
  - b. AFT Grievance Representatives and Compliance Officers shall be trained in mediation procedures. In addition to the list of mediators mentioned above, the parties may select a Compliance Officer or Grievance Representative as a mediator.
2. With the mutual agreement of the AFT and the District, mediation may be employed to resolve intra-unit disputes and management disputes.
3. The objective of the mediation effort shall be to resolve disputes at the lowest possible level in the shortest amount of time. The timeline for mediation should not exceed forty-five (45) working days from the date that the request for mediation was agreed upon by the District and the AFT without mutual agreement to extend this timeline.
4. The mediation process shall be strictly confidential. No statement by parties to the mediation made during the mediation and no reports, decisions and recommendations issued by the mediator may be entered as evidence during any subsequent arbitration by any party to the process. The recommendations of the mediator shall be advisory and shall be implemented only with the mutual agreement of the District and the AFT. Mediation reports, decisions and recommendations shall be confidential and shall become the property of the AFT and the District.

## **ARTICLE 23, WAGES AND SALARIES**

A. **Salary Placement:** Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes hiring at a higher rate.

### **B. Step Advancement on the Salary Schedules**

1. Advancement from the first to the second step shall occur as of the first day of the pay period which follows completion of 130 days in paid status in regular assignments in the class. For purposes of

this rule, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee. A day in paid status shall be defined as any day for which pay is received.

2. Advancements to higher steps shall be made in successive years as of the first day of the correspondingly numbered pay period on which the employee received his/her previous step advancement provided that he/she has completed at least 130 days in paid status in regular assignments in the class during the thirteen (13) pay periods since the preceding advancement.
3. In the event that the employee does not meet the paid status requirement provided above, his/her step advancement shall be effective as of the first day of the pay period which follows his/her completion of such 130 days in paid status in regular assignments in the class.
4. Upon promotion or reclassification which results in a salary increase to other than the first step, salary adjustment shall be affected as follows:
  - a. If the employee completes 130 days in paid status in regular assignments in the new class as of the date of his/her step advancement is due, no change in his/her cycle of step advancement shall occur.
  - b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, it shall become effective as of the first day of the pay period which follows his/her completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.
  - c. An employee who is subject to a new probationary period must spend at least seventy-five percent (75 %) of the required 130 days in paid status in active on-the-job performance of the duties of a position in the class.
5. The following actions shall not affect the employee's cycle of step advancement:
  - a. Reallocation.
  - b. Change to an equal or lower class.
6. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:
  - a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for his/her class as of the first day of the pay period in which the accelerated step or shortened range became effective, provided that he/she meets the paid status requirement.
  - b. A person initially employed in a class on an accelerated hiring step or with a shortened salary range shall advance to the next higher step of the schedule for his/her class on the first day of the pay period in the next salary year which corresponds in number to the pay period in which he/she was appointed, provided that he/she meets the paid status requirement. Subsequent advancements shall be based on the cycle thus established.

7. An employee who changes from a flat hourly rate to a rate on a salary schedule shall receive his/her initial step advancement in the class as of the first day of the pay period which follows his/her completion of 130 days in paid status in regular assignments in the class following such change.

Subsequent advancements shall take place as of the first day of the correspondingly numbered pay period provided the paid status requirement is met.

8. An employee not serving in his/her regular assignment shall be treated as follows:
  - a. An employee who is temporarily serving in a limited-term assignment in an equal or higher class shall receive credit towards step advancement in his/her regular class during the period of his/her limited-term assignment, his/her step in the limited-term assignment shall not be adjusted unless an adjustment is necessary to maintain a differential over his/her current regular rate as determined by the District.
  - b. An employee who has been promoted to a regular position but returns to a lower class before completing his/her probationary period in the higher class shall receive credit towards step advancement in the lower class for the full period of his/her service in the higher class. If his/her anniversary date in the lower class has passed while he/she was serving in the higher class, he/she will receive a step advancement when assigned to the lower class, provided that he/she has met the requirements of this Article. For future step advancement his/her anniversary date in the lower class will be retained.
  - c. An employee who is on leave of absence from his/her regular class in order to serve in an apprentice class shall not receive credit towards step advancement in the former class during such period of leave. If he/she returns to his/her former class upon termination of leave of absence, he/she shall be placed at the flat hourly rate of the class or at that step of the schedule which is closest to his/her current apprentice rate.
9. Time spent by an employee on leaves resulting from an industrial accident or an industrial illness, temporary military leave, or military leave other than temporary, shall be credited as time in paid status for purposes of step advancement.
10. Employees who are allowed to take vacation during periods which are excluded from their regular assignment periods shall receive credit towards step advancement for the time they are in paid status during such periods.

C. The Board of Trustees shall not withhold step advancement.

**D. Career Increment/Longevity:**

1. All regular employees assigned to the Clerical/Technical Unit shall be eligible for Career Increments/Longevity in accordance with the following schedule:

<b>Years of Service</b>	<b>Differential per Pay Period</b>
7 years but less than 10 years	\$40.00
10 years but less than 15 years	\$60.00
15 years and over	\$80.00

Employees shall receive the appropriate differential the pay period following their anniversary date.

**E. Career Differentials:**

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

<b>Degree</b>	<b>Differential per Pay Period</b>
AA/AS Degree	\$20.00, or
BA/BS Degree	\$30.00, or
MA/MS Degree	\$40.00

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

**Computing Differential:**

Unit I employees who provide documentation of having successfully completed training leading to Microsoft Office User Specialist (“MOUS”) certification, and who have received such certification, shall receive a differential of \$75.00 per pay period upon certification to the District.

1. The Microsoft Office User Specialist (“MOUS”) 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 MOUS certification that exists at the time of retesting. If the employee provides documentation that there is not a more current certification than the one that the employee already possesses, then that certification shall remain valid for purposes of the computing differential, on a year-to-year basis, until a new certification is offered by Microsoft.

Notwithstanding the above provisions, those employees who already possess the required certification and if that certification is recent enough to qualify the employee for said differential, the employee shall be eligible for the differential upon execution of this Agreement.

Employees shall be eligible for the differential the pay period following the receipt of the proof of certification.

- F. Effective at the beginning of the 0703 pay period (December 2, 2002), all salary schedules shall be increased by 3.187%.

In addition, Unit 1 employees shall receive a one-time lump sum payment, with each full-time employee receiving \$250.00 and each part-time employee receiving an appropriate portion of that amount based on the percent of a full-time assignment for which the part-time employee is employed.

G. Effective the pay period in which July 1, 2003 falls (the 0103 pay period beginning June 29, 2003) for the 2003-2004 fiscal year, all salary schedules shall be increased by the final value for the percentage increase for an inflation adjustment (COLA) granted by the state to the District for the 2003-2004 year.

H. For 2004-05, compensation matters of this Agreement shall be reopened at the request of either party.

I. Additional salary increases to any class or classes of positions shall be negotiated with the AFT.

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

J. The District agrees, to continue the provisions of Section 414 (h) (2) of the Internal Revenue Code concerning tax treatment of employee retirement contributions to the State Teachers Retirement System and the Public Employees Retirement System.

## **ARTICLE 24, COMMITTEES/SHARED GOVERNANCE**

### **A. Worksite and District-Wide Committees and Shared Governance**

If a College President, Division Head, the Chancellor, or the Board of Trustees appoint a campus/worksite and/or District-wide advisory committee, for accreditation, budget, planning/development, sexual harassment, AIDS education, staff development, and/or equal employment opportunity and diversity, the AFT College Staff Guild shall be entitled to have at least one of its members appointed to the committee by the AFT Staff Guild. At least one (1) AFT Staff Guild Unit member, appointed by the AFT, shall be appointed to each campus, District Office and District-wide Planning and Advisory Committee (PAC) and any other Shared Governance Committee, not identified above, that will have an effect on Unit I.

The AFT Staff Guild shall appoint one (1) Unit member to any selection committee for College President; this member shall be appointed from the campus at which the selection is occurring. The District may ask the Staff Guild to appoint a Unit member or members to any selection committee.

If the AFT Staff Guild is asked to participate in any other committee (including selection), appointment shall be made by the AFT. The District and the AFT shall comply with the provisions of SB 235 (Education Code section 70901.2)

### **B. Classified Service Committee**

The District and the AFT agree to reestablish the Classified Service Committee. The Committee shall consist of three (3) management representatives selected by the District, and three (3) Clerical/Technical unit representatives selected by the AFT. The Personnel Commission shall be invited to participate in the Committee, and shall be allowed one (1) representative. Regardless if it participates or not, the Committee shall establish liaison with the Personnel Commission. The Committee members shall be trained to use Interest Based Bargaining or other effective communication processes.

The Committee shall redefine its roles and functions, however, at a minimum, it shall:

1. review policy and procedures for recruitment and selection (including appraisals of promotability), development of career ladders, classification and compensation, diversity guidelines and other

2. review concerns from management and classified staff.
    - a. appropriate released time shall be granted to employees invited by the Committee to address it.
  3. examine Education Code and corresponding Personnel Commission Rules.
- C. The parties agree to establish a joint committee or committees to meet on a regular basis, discussing areas of mutual interest, such as contractual issues and improved efficiencies in District operations, conducting discussions using Interest Based Bargaining (IBB) or other mutual problem-solving methods. The District shall provide the training and support necessary for this effort.
- D. The bargaining unit members of these committees shall have released time to carry out the obligations of this Article.

#### **ARTICLE 25, EMPLOYEE ASSISTANCE PROGRAM (see Article 21)**

An Employee Assistance Program shall be continued for the duration of the Agreement. The District and the AFT, in concert with the Joint Labor Management Benefits Committee, shall evaluate the Employee Assistance Program and make a recommendation to the Board of Trustees concerning the program.

#### **ARTICLE 26, AQMD COMPLIANCE**

In compliance with the requirements of the South Coast Air Quality Management District's (SCAQMD) Regulation XV, the AFT College Staff Guild and the Los Angeles Community College District agree that the following alternatives be available to the colleges and the administrative office as ride reduction measures. Individual college and administrative office plans shall be developed in consultation with the local AFT Chapter Chair or his/her designee and the College President or Administrative Office Division Head (or his/her designee). Such plans may utilize the alternatives listed below, and may add more detail to them when necessary. Proposed alternatives not listed shall be considered only after consultation between the AFT Staff Guild Chapter Chair or his/her designee and the AFT Staff Guild President or his/her designee and the Sr. Vice Chancellor or his/her designee and the College President or his/her designee in a good faith effort to reach agreement; when necessary, such proposals shall be negotiated.

1. Implement a "4/10" or a "9/80" workweek in accordance with the Memoranda of Understanding agreed upon by the District and the AFT, and in accordance with Article 12, Section A.2. of the Agreement (see Appendices J and K).
2. Provide preferential parking places for carpoolers.
3. Provide bus passes or bus pass subsidies to those who agree not to travel by private automobile to work.
4. Institute a "guaranteed ride home" in an emergency for those who rideshare, van pool or use public transportation to get to and from work. The District shall provide appropriate insurance coverage for this activity.

5. Provide District vehicles for travel to appointments on official District business for employees who ride share, van pool or use public transportation to get to and from work. The District shall provide appropriate insurance coverage for this activity.
6. Provide one (1) day off per year for employees who ride share, van pool or use public transportation to go to and from work, at the employee's choice.
7. Provide for payroll deduction for van pool fees.
8. Within A/shift, B/shift, and C/shift hours, stagger arrival times for classified employees to be agreed to by the employee on a voluntary basis.
9. Provide other incentives such as theater and restaurant discount tickets for employees who carpool, rideshare, or otherwise avoid using private automobiles to travel to and from work.
10. Develop computer-based ride sharing lists and provide employees with assistance, information, and guidelines to form carpools.
11. Provide SCAQMD Regulations XV education and Public Transit information to employees.

## **ARTICLE 27, TERM OF AGREEMENT AND RENEGOTIATIONS**

- A. **Term:** This Agreement is for the period July 1, 2002 to June 30, 2005. Changes from the previous Agreement which have been negotiated in this Agreement shall become effective upon execution by the parties except as specifically provided otherwise in this Agreement.

This Agreement shall constitute the full and complete commitment between both parties.

- B. Negotiations for a successor Agreement shall commence upon request of either the District or the AFT at any time after January 1, 2005.

**EXECUTION OF AGREEMENT**

**(See original document for signatures.)**

**APPENDIX A**  
**CLERICAL/TECHNICAL CLASSES IN UNIT I**

Accountant  
Accounting Aide  
Accounting Assistant  
Accounting Technician  
Administrative Aide  
Administrative Assistant, Academic Affairs  
Administrative Assistant, Administrative Services  
Administrative Intern  
Administrative Secretary  
Administrative Secretary (Stenography)  
Admissions and Records Assistant  
Admissions and Records Evaluation Technician  
Art Gallery Preparator  
Assistant Administrative Analyst  
Assistant Computer and Network Support Specialist  
Assistant Contracts Analyst  
Assistant Financial Analyst  
Assistant Personnel Analyst  
Assistant Programmer  
Assistant Programmer Analyst  
Assistant Research Analyst  
Athletic Trainer  
Auditor  
Bookstore Assistant  
Bookstore Buyer  
Cashier  
Chemistry Laboratory Technician  
College Procurement Specialist  
Community Services Aide  
Community Services Assistant  
Computer and Network Support Specialist  
Computer Laboratory Technician  
Computer Operator  
Construction Inspector  
Cosmetology Laboratory Technician  
Data Communications Specialist  
Data Control Assistant  
Engineering Laboratory Technician  
Examination Proctor  
Facilities Assistant  
Financial Aid Assistant  
Financial Aid Technician  
Graphic Arts Assistant  
Graphic Arts Assistant (Restricted)  
Instructional Aide - Liberal Arts  
Instructional Assistant – Apparel

**APPENDIX A: CLERICAL/TECHNICAL CLASSES IN UNIT I**

Instructional Assistant – Art  
Instructional Assistant - Automotive Technology  
Instructional Assistant – Child Development  
Instructional Assistant - Culinary Arts  
Instructional Assistant – Dietetics  
Instructional Assistant - Information Technology  
Instructional Assistant - Labor Relations  
Instructional Assistant - Language Arts  
Instructional Assistant – Mathematics  
Instructional Assistant – Music  
Instructional Assistant - Nursing  
Instructional Assistant – Office Administration  
Instructional Assistant - Photography  
Instructional Media Assistant  
Job Developer  
Library Assistant  
Library Technician  
Life Sciences Laboratory Technician  
Office Aide  
Office Assistant  
Payroll Assistant  
Payroll Technician  
Personnel Assistant  
Personnel Field Representative  
Physical Sciences Laboratory Technician  
Piano Accompanist  
Programmer Analyst  
Purchasing Agent  
Purchasing Aide  
Registration Assistant  
Reprographics Equipment Operator  
Secretary  
Security Guard  
Senior Cashier  
Senior Computer Operator  
Senior Construction Inspector  
Senior Examination Proctor  
Senior Facilities Assistant  
Senior Office Assistant  
Senior Payroll Technician  
Senior Personnel Assistant  
Senior Secretary  
Senior Secretary (Stenography)  
Senior Sign Language Interpreter Specialist  
SFP Program Office Assistant  
SFP Program Specialist  
SFP Program Technician

**APPENDIX A**  
**CLERICAL/TECHNICAL CLASSES IN UNIT I**

Sign Language Interpreter Specialist I  
Sign Language Interpreter Specialist II  
Special Services Assistant  
Stock Control Aide  
Stock Control Assistant  
Student Health Center Assistant  
Student Recruiter  
Student Recruitment Coordinator  
Student Services Aide  
Student Services Assistant  
Student Services Specialist  
Word Processing Operator  
Workers Compensation Technician

**APPENDIX B**

**Please see a hard copy of contract to view this form.**

**APPENDIX C**

**Please see a hard copy of contract to view this form.**

**APPENDIX D**

**Please see a hard copy of contract to view this form.**

**APPENDIX E**

**Please see a hard copy of contract to view this form.**

**APPENDIX F**

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APPENDIX G

**CLERICAL/TECHNICAL UNIT FOUR-WEEK PAY RATES  
EFFECTIVE DECEMBER 2, 2002**

<u>CLASS TITLE</u>	<u>CLASS CODE</u>	<u>FLAT RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Accountant	1163		2911	3072	3241	3419	3607
Accounting Aide	1348		2083	2198	2319	2446	2581
Accounting Assistant	1328		2318	2446	2580	2722	2872
Accounting Technician	1325		2580	2722	2872	3030	3197
Administrative Aide	2460		2707	2856	3013	3179	3354
Administrative Assistant, Academic Affairs	2442		3010	3176	3351	3535	3729
Administrative Assistant, Administrative Services	2440		3010	3176	3351	3535	3729
Administrative Intern	5090		2769	2922	3082	3252	3431
Administrative Secretary	2468		2664	2811	2966	3129	3301
Administrative Secretary (Stenography)	2463		2739	2890	3049	3217	3394
Admissions and Records Assistant	2598		2223	2346	2475	2611	2754
Admissions and Records Evaluation Technician	2596		2475	2612	2755	2907	3067
Art Gallery Preparator	5253		2735	2886	3045	3212	3389
Assistant Administrative Analyst	5084		3079	3249	3427	3616	3815
Assistant Computer and Network Support Specialist	1146		3020	3187	3362	3547	3742
Assistant Contracts Analyst	5086		3079	3249	3427	3616	3815
Assistant Financial Analyst	5087		3079	3249	3427	3616	3815
Assistant Personnel Analyst	5018		3079	3249	3427	3616	3815
Assistant Programmer	1171		2713	2863	3020	3186	3361
Assistant Programmer Analyst	1145		3020	3187	3362	3547	3742
Assistant Research Analyst	2081		3079	3249	3427	3616	3815
Athletic Trainer	5310		3538	3733	3938	4155	4383
Auditor	1216		3815	4025	4247	4480	4727
Bookstore Assistant	5172		1766	1864	1966	2074	2188
Bookstore Buyer	5162		2435	2569	2711	2860	3017
Cashier	5166		1966	2075	2189	2309	2436
Chemistry Laboratory Technician	5254		2735	2886	3045	3212	3389
College Procurement Specialist	5120		3505	3698	3902	4116	4343
Community Services Aide	5064		2210	2332	2460	2596	2738
Community Services Assistant	5062		2735	2886	3045	3212	3389
Computer and Network Support Specialist	1144		3742	3948	4165	4395	4636
Computer Laboratory Technician	5280		2735	2886	3045	3212	3389
Computer Operator	1152		2474	2611	2754	2906	3065
Construction Inspector	1660		4559	4810	5075	5354	5648
Cosmetology Laboratory Technician	5257		2735	2886	3045	3212	3389
Data Communications Specialist	1074		4635	4890	5159	5443	5742
Data Control Assistant	1334		1999	2109	2225	2348	2477
Engineering Laboratory Technician	5261		2735	2886	3045	3212	3389
Examination Proctor	2293	\$13.40					

2002-2005 Collective Bargaining Agreement for LACCD AFT College Staff Guild

Facilities Assistant	2449	2856	3014	3179	3354	3539
Financial Aid Assistant	2584	2223	2346	2475	2611	2754
Financial Aid Technician	2582	2773	2926	3087	3257	3436
Graphic Arts Assistant	4625	2713	2863	3020	3186	3361
Graphic Arts Assistant (Restricted)	4626	2713	2863	3020	3186	3361
Instructional Aide – Liberal Arts	4589	2210	2332	2460	2596	2738
Instructional Assistant – Apparel	5251	2735	2886	3045	3212	3389
Instructional Assistant – Art	5252	2735	2886	3045	3212	3389

**APPENDIX G**

**CLERICAL/TECHNICAL UNIT FOUR-WEEK PAY RATES  
EFFECTIVE DECEMBER 2, 2002**

<u>CLASS TITLE</u>	<u>CLASS CODE</u>	<u>FLAT RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Instructional Assistant - Automotive Technology	4577		2735	2886	3045	3212	3389
Instructional Assistant – Child Development	4583		2735	2886	3045	3212	3389
Instructional Assistant - Culinary Arts	4578		2735	2886	3045	3212	3389
Instructional Assistant - Dietetics	4581		2735	2886	3045	3212	3389
Instructional Assistant - Information Technology	4569		2735	2886	3045	3212	3389
Instructional Assistant - Labor Relations	5265		2735	2886	3045	3212	3389
Instructional Assistant - Language Arts	4560		2735	2886	3045	3212	3389
Instructional Assistant - Mathematics	4579		2735	2886	3045	3212	3389
Instructional Assistant - Music	5268		2735	2886	3045	3212	3389
Instructional Assistant - Nursing	4580		2735	2886	3045	3212	3389
Instructional Assistant - Office Administration	4582		2735	2886	3045	3212	3389
Instructional Assistant - Photography	5273		2735	2886	3045	3212	3389
Instructional Media Assistant	4571		2713	2863	3020	3186	3361
Job Developer	4534		3079	3249	3427	3616	3815
Library Assistant	2621		2221	2344	2473	2608	2752
Library Technician	2618		2470	2606	2750	2901	3060
Life Sciences Laboratory Technician	5263		2735	2886	3045	3212	3389
Office Aide	2679		1860	1963	2071	2185	2305
Office Assistant	2694		2068	2182	2302	2429	2562
Payroll Assistant	1347		2491	2628	2773	2926	3086
Payroll Technician	1338		2628	2773	2926	3086	3256
Personnel Assistant	2278		2356	2486	2623	2767	2919
Personnel Field Representative	5031		3079	3249	3427	3616	3815
Physical Sciences Laboratory Technician	5274		2735	2886	3045	3212	3389
Piano Accompanist	5378		2735	2886	3045	3212	3389
Programmer Analyst	1093		3742	3948	4165	4395	4636
Purchasing Agent	5121		3815	4025	4247	4480	4727
Purchasing Aide	5140		2305	2432	2566	2707	2856
Registration Assistant	2680		1999	2109	2225	2348	2477
Reprographics Equipment Operator	4770		2448	2583	2725	2875	3033
Secretary	2480		2151	2270	2395	2526	2665
Security Guard	4296		1938	2045	2158	2276	2401
Senior Cashier	2136		2190	2311	2438	2572	2714
Senior Computer Operator	1155		2754	2906	3066	3234	3412
Senior Construction Inspector	1596		4810	5075	5354	5649	5959

2002-2005 Collective Bargaining Agreement for LACCD AFT College Staff Guild

Senior Examination Proctor	2283	\$14.97					
Senior Facilities Assistant	2445		3013	3179	3354	3538	3733
Senior Office Assistant	2425		2305	2432	2566	2707	2856
Senior Payroll Technician	1324		2926	3087	3257	3436	3625
Senior Personnel Assistant	2270		2626	2771	2923	3084	3254
Senior Secretary	2478		2395	2527	2666	2813	2967
Senior Secretary (Stenography)	2473		2458	2594	2736	2887	3046
Senior Sign Language Interpreter							
Specialist	4551		3773	3981	4200	4431	4675
SFP Program Office Assistant	5999		2167	2287	2412	2545	2685
SFP Program Specialist	5997		3326	3509	3702	3906	4121
SFP Program Technician	5998		2686	2834	2990	3155	3328

**APPENDIX G**

**CLERICAL/TECHNICAL UNIT FOUR-WEEK PAY RATES  
EFFECTIVE DECEMBER 2, 2002**

<u>CLASS TITLE</u>	<u>CLASS CODE</u>	<u>FLAT RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Sign Language Interpreter Specialist I	4557		2735	2886	3045	3212	3389
Sign Language Interpreter Specialist II	4556		3390	3577	3774	3981	4200
Special Services Assistant	5038		2210	2332	2460	2596	2738
Stock Control Aide	5292		2302	2429	2563	2704	2852
Stock Control Assistant	5248		2562	2703	2852	3009	3174
Student Health Center Assistant	2600		2305	2432	2566	2707	2856
Student Recruiter	5042		2735	2886	3045	3212	3389
Student Recruitment Coordinator	5040		3390	3577	3774	3981	4200
Student Services Aide	5048		2223	2346	2475	2611	2754
Student Services Assistant	5046		2754	2906	3066	3234	3412
Student Services Specialist	5044		3409	3597	3795	4003	4224
Word Processing Operator	2820		2305	2432	2566	2707	2856
Workers Compensation Technician	5020		2626	2771	2923	3084	3254

**APPENDIX H**

**Please see a hard copy of the contract to review this Memorandum of Understanding.**

**APPENDIX I**

**Please see a hard copy of the contract to review this Memorandum of Understanding.**

**APPENDIX J**

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**APPENDIX K**

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**APPENDIX L**

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**APPENDIX M**

**Please see a hard copy of the contract to review this Memorandum of Understanding.**

**APPENDIX N**

**Please see a hard copy of the contract to review this Memorandum of Understanding.**

**APPENDIX O**

**Please see a hard copy of the contract to review this Memorandum of Understanding.**

**APPENDIX P**

**Please see a hard copy of the contract to review this Settlement Agreement of an Unfair Practice Charge.**

**APPENDIX Q**

**Please see a hard copy of the contract to review informational language regarding Part Time Service Leave.**

**APPENDIX R**

**Please see a hard copy of the contract to review vacation accumulations as they apply to specific employees.**

**APPENDIX S**

**Please see a hard copy of the contract to review language regarding vesting for employees hired prior to July 1, 1998.**

**APPENDIX T**

**Please see a hard copy of the contract to review language recognizing domestic partners.**

**APPENDIX U**

**Please see a hard copy of the contract to review language explaining career development guidelines for classified employees.**

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