



AGREEMENT

July 1, 2023 - June 30, 2026

Between the
Los Angeles Community College District
and the
**American Federation of Teachers
College Staff Guild**
Local 1521A, CFT/AFT, AFL-CIO

AGREEMENT BETWEEN THE LOS
ANGELES COMMUNITY COLLEGE
DISTRICT AND THE AMERICAN
FEDERATION OF TEACHERS COLLEGE
STAFF GUILD LOCAL 1521A, CFT/AFT,
AFL-CIO

JULY 1, 2023 – JUNE 30, 2026

Table of Contents

Article 1	Preamble	8
Article 2	Exclusive Representative	9
Article 3	Non-Discrimination, Equal Employment Opportunity and Diversity, Americans with Disabilities, Sexual Harassment, and Harassment (Nonsexual).....	10
A.	Non-Discrimination	10
B.	Equal Employment Opportunity (EEO) and Diversity	10
C.	Qualified Individuals with Disabilities	10
D.	Sexual Harassment	11
E.	Harassment (Non-Sexual, Non-Collegiality)	11
Article 4	Board of Trustees Rights and Responsibilities	13
Article 5	General Provisions	14
Article 6	AFT Rights	16
A.	Payroll Deductions.....	16
B.	Communication with Members.....	16
C.	Board of Trustees Meetings	16
D.	Distribution of Collective Bargaining Agreement	16
E.	Access to District Information.....	17
F.	Access to Member Information	17
G.	District Consultation.....	18
H.	College or Worksite Consultation	18
I.	Release Time	18
J.	Conference and or Convention Attendance	19
K.	Written Communication.....	19
L.	Use of Email	19
Article 7	Payroll Deductions	20
Article 8	Work Environment.....	22
A.	District Compliance.....	22

B.	Technological Changes	22
C.	Smoke Free Workplace	23
D.	Wellness Program	23
E.	Child Care Committee	23
F.	Work Environment Committee	23
G.	Release Time	24
H.	No Retaliation.....	24
I.	Ergonomic Chair	24
J.	Information Technology Devices	24
K.	Safety Awareness in the Workplace	28
Article 9	Uniforms, Tools, and Personal Property	29
A.	Uniforms, Tools, and Identification Badges.....	29
B.	Secured Storage Area.....	29
C.	Reimbursement of Personal Property	29
D.	Safety Equipment and Training.....	29
E.	Athletic Trainer Professional Liability Insurance and Professional Dues	30
Article 10	Vacation.....	31
Article 11	Holidays.....	35
Article 12	Hours and Workweek.....	38
A.	Workweek and Workday	38
B.	Overtime	40
C.	Call Back.....	44
D.	Lunch Break and Rest Periods	44
E.	Salary Payments and Pay Periods	45
Article 13	Layoff	46
A.	Notification of Layoff.....	46
B.	Order of Layoff and Reemployment.....	46
C.	Demotion, Voluntary Reduction in Assigned Hours or Retirement in Lieu of Layoff.....	46
D.	Layoff Defined	46

E.	Reemployment List.....	46
F.	Effects of Layoff	47
G.	Job Placement Prior To and After Layoff.....	49
H.	Retraining.....	49
I.	Re-openers.....	49
Article 14	Transfer and Reassignment.....	50
A.	Definition	50
B.	Procedure for Voluntary Transfers or Voluntary Reassignments Other Than Temporary	50
C.	Temporary Transfer or Temporary Reassignment.....	51
D.	Involuntary Transfer or Involuntary Reassignment Other Than Temporary.....	51
Article 15	Classification and Reclassification.....	53
A.	Classification	53
B.	Work Out of Classification	54
C.	Reclassification Procedures	54
D.	Reclassification, Performance Evaluation	54
E.	Employee Participation and Work Responsibilities	54
F.	Promotional Opportunities	54
G.	Job Postings.....	55
H.	Examination and Appeal Rights.....	55
I.	Limited Assignment	55
J.	Substitute Pool for Athletic Trainer.....	55
Article 16	Procedure for Performance Evaluation	56
A.	Schedule	56
B.	Procedure	57
C.	Definition of Evaluation Columns.....	58
D.	Classification of Position	59
E.	Representation.....	59
Article 17	Professional Development and Retraining.....	60
A.	Tuition Reimbursement.....	60

B.	Conference Attendance	61
C.	Career Development Program	61
D.	Staff Development Program	61
E.	Retraining Program	62
F.	Renewal of Licensing and Certification.....	63
Article 18	Personnel Files	64
A.	Definition	64
B.	Official Personnel File	64
C.	Employee and Labor Relations File	64
D.	Placing Materials in the Personnel File.....	65
E.	Viewing the File.....	66
F.	Employee Review and Appeal	67
G.	Privacy and Security of Files	67
Article 19	Leaves and Absences	68
A.	General Provisions	68
B.	Assault and Battery (Mandatory)	71
C.	Bereavement Leave (Mandatory)	72
D.	Casual Absence (Optional or Mandatory)	73
E.	Family Illness Leave (Mandatory).....	74
F.	Government Service Leave (Mandatory).....	74
G.	Governmental Order Leave (Mandatory).....	75
H.	Illness Leave (Mandatory)	75
I.	Industrial Accident Leave (Mandatory)	81
J.	Jury Duty Leave (Mandatory).....	84
K.	Pregnancy Disability and Parental Leave.....	86
L.	Military Leave (Mandatory)	86
M.	Organization Leave (Mandatory)	89
N.	Child Care or Parental Leave (Optional or Mandatory)	89
O.	Personal Leave (Optional).....	90
P.	Personal Necessity Leave (Mandatory).....	91

Q.	Personal Annual Leave	93
R.	Position Leave (Mandatory)	93
S.	Rest Leave (Mandatory)	94
T.	Retraining and Study Leave (Mandatory or Optional).....	95
U.	Part-Time Service Leave (Mandatory).....	101
V.	Family and Medical Leave (Mandatory).....	102
W.	Reproductive Loss Leave (Mandatory).....	104
Article 20	Remote Work.....	106
Article 21	Health and Welfare Master Benefits Agreement.....	107
Article 22	Grievance Procedure	108
A.	Grievance Defined	108
B.	Matters Excluded	108
C.	Definitions	108
D.	Rights and Responsibilities	109
E.	Waivers and Time Limits	110
F.	Procedure	111
G.	Mediation	114
Article 23	Wages and Salaries	115
A.	Salary Placement.....	115
B.	Step Advancement on the Salary Schedules.....	115
C.	Mandatory Step Advancement.....	117
D.	Career Increments and Longevity	117
E.	Education Differential	118
F.	Computing Differentials.....	118
G.	Bilingual Differential.....	119
H.	Salary Increase	119
I.	Provisions of Internal Revenue Code.....	120
J.	Wage Parity	120
Article 24	Committees and Shared Governance	121
Article 25	Employee Assistance Program (EAP).....	123

Article 26	Air Quality Management District (AQMD) Compliance.....	124
Article 27	Term of Agreement and Renegotiations	126
	Execution of Agreement	127
Appendix A	Clerical and Technical Classifications in Unit 1	130
Appendix B	Employee Performance Evaluation.....	133
Appendix C	Mandatory Diversity, Equity, Inclusion, and Accessibility Evaluation	142
Appendix D	Notice of Outstanding Work Performance.....	150
Appendix E	Notice of Unsatisfactory Service	151
Appendix F	Employee Grievance Form	157
Appendix G	Pay Scale Effective July 1, 2023	160
Appendix H	MOU 4/10 Workweek Schedule	166
Appendix I	MOU 9/80 Workweek Schedule	168
Appendix J	MOU 4-Day Workweek Schedule – Career Development.....	171
Appendix K	Unfair Practice Settlement Agreement	172
Appendix L	Memorandum of Understanding Retiree Survivors Eligibility	174
Appendix M	Vestment for Retiree Benefits.....	176
Appendix N	Domestic Partner for Health Insurance	177
Appendix O	Classified Career Development Guidelines	184
Appendix P	Harassment (non-sexual) Complaint	192
Appendix Q	Request for Regular Classified Employee To Work A Certificated Assignment	195
Appendix R	Department Chairs	199
Appendix S	Notification Procedure for Hiring, Selection Committees or Panels	201
Appendix T	Selection Committee Participation for AFT Local 1521A	202
Appendix U	Remote Work Policy	203
Appendix V	Application for Tuition Reimbursement for Professional Development (Non-Faculty)	204
	Glossary of Collective Bargaining Terms	209

Article 1 Preamble

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board) and the AFT Education, Healthcare, Public Services: 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 and 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 and 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 (Nonsexual)

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, gender including gender identity and expression, pregnancy, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, veteran status, job status, physical or mental disability or perceived disability, medical condition, and any other class protected under law. The District and the AFT agree to comply with all federal and state laws regarding non-discrimination. This includes providing reasonable accommodation for individuals with a physical or mental disability to perform the essential functions of their jobs. Further, the District agrees to treat each employee in a fair and equitable manner and not to discriminate against an employee because of their membership in the AFT or because of the exercise of their rights under District written rules, the law, and this agreement.

B. Equal Employment Opportunity (EEO) 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, gender including gender identity and expression, pregnancy, age, disability, perceived disability, marital status, parental status, sexual orientation, veteran status, and any other class protected under law. In accordance with applicable state and federal laws and governing Title 5 regulations, the District and the 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 implementing the goals of that program. In furtherance of these goals, the District and the AFT will work together toward promoting diversity and ensuring equal employment opportunity. The AFT shall make its recommendations for revisions to the District's EEO policies or related procedures, including the District's non-discrimination policy, through its membership on the District's EEO Advisory Committee, in accordance with Article 24 of this Agreement.

C. Qualified Individuals with Disabilities

Members of the AFT who are qualified individuals with disabilities may request reasonable accommodation in order to perform the essential functions of their position at any time during their employment with the District, in accordance with the District's non-discrimination policy and procedures for addressing employee requests for accommodation in the workplace (Administrative Procedure 7348). The

District shall provide reasonable accommodation to all qualified individuals with disabilities in accordance with District procedures, which shall comply with all requirements under state and federal law.

D. Sexual Harassment

No employee shall be subject to sexual harassment. The District shall maintain a policy prohibiting sexual harassment that complies with all requirements under federal and state laws, including the distribution of mandated notices and employee training regarding the District's policies prohibiting unlawful discrimination, including sexual harassment and related complaint resolution procedures. The District shall be responsible for the preparation and the distribution of all educational materials and providing employee trainings on the District's policy prohibiting sexual harassment.

E. Harassment (Non-Sexual, Non-Collegiality)

1. The District has established policies regarding sexual harassment, harassment based upon a protected class, and any related retaliation, which policies are the exclusive procedures for allegations of such conduct. This section defines harassment not based on a protected class and of a non-sexual nature.
2. No Unit 1 employee shall be subjected to harassment. Harassment, for the purposes of this section, is defined as a verbal or physical behavior, by a manager, or behavior of another of which the manager should reasonably have been aware, or is aware and has taken no corrective action, which creates a hostile work environment.

A hostile work environment 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 or 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 1 employees and the conflict adversely affects the work environment, the supervisor shall recommend the Employee Assistance Program (EAP) (Conflict Resolution). This allows the employees to utilize this conflict resolution process to avoid a hostile work environment.

3. **Complaint Procedure:** A complainant of harassment shall first present their complaint to their immediate supervisor, in writing (optional Form Appendix P), with a copy to the President or Division Head. Employees shall retain the right to seek AFT representation (Article 16.E.). If the complaint is against the immediate

supervisor, the complainant shall present the complaint to the next higher level of supervision. The person to whom the complaint was submitted shall respond to the complainant within five (5) working days of the receipt of the complaint to prevent the escalation of the issue reported. The person will then investigate the complaint, interview all parties as identified by the complainant and any other relevant parties. A final written response will be sent within fifteen (15) working days (after initial submission of the complaint) to the complainant and the President or Division Head. There shall be no resolution that is in conflict with the provisions of the Contract. Employees who are not satisfied or do not receive a response may attempt mediation. If the complaint has not been resolved, the complaining party may file a grievance as set forth in Article 22.F. Steps 1 through 3. No employee shall knowingly file false allegations of harassment.

Article 4 Board of Trustees Rights and Responsibilities

The Board 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 District operations, working force and facilities are vested in the Board. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, 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.

The Board 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 shall be provided, upon request, to the AFT upon issuance and or distribution, except in those areas excluded by law. These requests or documents shall be provided to the Exclusive Representative electronically within fifteen (15) working days when possible. Upon receipt of request, the District shall provide an approximate length of time it takes to process the information.
 - 1.** AFT shall identify no later than July 31st of each year a list of quarterly reports and the specific data contained therein, which shall be delivered electronically by the District in the months of October, January, April, and July. Such reports must be within the ability and purview of the District to produce. Requests related to budgetary information may be delayed in July due to fiscal close.
- 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 superseded 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 and Technical Unit. Budgeting and staffing shall reflect this policy.

- H. The District shall strive to maintain a sufficient level of permanent staff in the Clerical and Technical Unit to perform the duties of the Clerical and Technical Unit as discussed in consultation with the College President and or District Management. The District shall follow Personnel Commission Rules to fill Unit 1 vacancies. The District and or college shall, upon request, communicate to the Union regarding the status of any classified Unit 1 staff position that is vacant beyond sixty (60) days. AFT shall continue to have access to organizational charts available in the District's human resources information system as needed in reference to Unit 1 vacancies.
- I. The District will provide the AFT with a report on filled and vacant positions in a digital format for the entire bargaining unit every ninety (90) days pursuant to section B.1 above.
- J. As defined in the applicable Human Resources Guides and in 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 K), the District and the Union agree that unclassified workers, including student employee workers, shall not supplant Clerical and Technical Unit employees. When the College or the District employs unclassified workers to perform work related to the work of the unit, this work shall supplement the work of the unit. Unclassified workers shall not be hired in lieu of filling a Unit 1 vacancy. Unclassified workers shall not displace any Unit 1 employee, nor assume the regular duties and responsibilities of Unit 1 employee.

The AFT and the District shall consult upon request on the appropriate regular Unit 1 staffing for Specially Funded Programs.

Article 6 AFT Rights

A. Payroll Deductions

Each member of the AFT shall be entitled to payroll deduction of membership dues to the AFT. 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.

Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include, but not be limited to, Tax Shelter Annuities (TSA), Committee on Political Education (COPE), and Legal Defense Fund, Insurance and Flexible Spending Accounts (FSA) (see Article 21.I.D. and I.F.).

B. Communication with Members

In order to effectively communicate with its members, 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 as defined in the Government Code, 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.

Each College and the District Office shall provide an office as determined by the college president or designee (the District representative for the District Office), in consultation with the AFT, which AFT chapter representatives use on an ongoing non-exclusive basis for purposes of discussing matters of a private and confidential nature with its members. The office shall include a desk (in accordance with Article 8.J.3.e.), a locking file cabinet, a telephone, and network access.

C. Board of Trustees Meetings

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 Policy. The AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.

D. Distribution of Collective Bargaining Agreement

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. The AFT shall provide a copy of the contract via email, website, or a printed copy upon request to each unit member employed. The District shall provide a copy of the contract via email, the District's website, or a printed copy upon request to the College or District Human Resources Division, 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 or Library at each college. At the District Office, a copy of the Agreement shall be available in the Office of Employee and Labor Relations. Current updated copies of Board Policies, Personnel Guides, Human Resource Guides and Personnel Commission Rules shall be maintained in the same locations and on the District's website.

E. Access to District Information

Upon written request of the 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 and 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. Access to Member Information

The District shall provide the AFT with an electronic list of all unit members by location, as well as those whose assignments have ended at the close of each monthly pay period. The list shall include addresses, telephone numbers, and location in electronic form. The District shall provide the AFT with a list, in electronic form, of new hires by worksite on a monthly basis. The AFT shall, at its request, be provided access to the District network to include E-mail, Internet access, and limited file transfer, but not including time-sharing, or other services such as word processing. Access to the appropriate District administrative systems shall be provided as agreed to in consultation between the AFT and the District and shall be in electronic format. The AFT shall bear the cost of one-time (start-up) charges and monthly charges associated with implementing and maintaining such network access.

G. District Consultation

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 meetings.

H. College or Worksite Consultation

The College Presidents or their designees (the District representative for the District Office) and the designated location AFT representatives 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 AFT worksite representatives shall be allowed released time to attend the meetings.

I. Release Time

The District shall grant a maximum of 5.0 FTE (based upon 173.3 hours per monthly pay period) of release time with pay to the AFT per month, effective December 1, 2015. Written notice indicating the names of the employees, location, and amount of release time for each employee must be provided to the District Human Resources (HR) Division by the AFT at least three (3) weeks before the effective date. As necessary, the AFT may reassign release time. The AFT must inform the District, in writing, of such reassigned time. The AFT may request of the District's Human Resources Division to utilize release 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 release time shall be taken on a fixed schedule, which may vary upon advance notification, whenever possible with a minimum 24- hour notification, to the employee's supervisor or designee. The release 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.

1. If an individual who is designated for released time is assigned on a basis other than A-basis, the difference in release time between that which would have been taken on A-basis and that which will be taken on the affected employees assigned basis shall be available for redistribution by the AFT.
2. If an individual has been designated for released time, and or has been granted Organization Leave, the employee shall have return rights to the location and position from which the leave was taken or from which the released time was granted.

Additionally, the AFT shall be granted up to three (3) hours of release 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. If worksite Executive Board Delegates or Alternates are unable to attend Executive Board meetings, the release time will be assigned to other bargaining unit members. The names of those members shall be listed on the release time submitted to the District's Human Resources Division. If a substitute is required after the list has been submitted, that member must receive prior approval for the absence from the immediate supervisor. Such time is to be allocated by the AFT. Upon mutual agreement of the AFT and the District, such release time may be redistributed. The AFT shall notify the District Human Resources Division, in writing, of those employees to be released each month no later than five (5) working days before the date of the meeting.

J. Conference and or Convention Attendance

The District shall grant conference and or convention attendance with pay, but without expenses, up to, but not to exceed, a cumulative total of 2,500 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 and or CFT activities, provided the number of employees who are to be absent from any office or operational unit does not impede the timely and efficient work of the office or operational unit.

K. Written Communication

The District and the AFT shall develop methods to ensure that inter-office and U.S. mail reach the Unit 1 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 1 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.

L. Use of Email

Electronic mail (e-mail) shall not be used to issue employees' Performance Evaluations, counseling memoranda, letters of reprimand and or Notices of Unsatisfactory Service unless issued in conjunction with a scheduled meeting to discuss the events giving rise to the document.

Article 7 Payroll Deductions

- A. The District shall deduct and make appropriate remittance to the AFT all dues or the financial equivalent as regulated by the dues structure of the AFT and or written authorization of each employee in accordance with the following:
1. The District shall deduct the AFT dues in accordance with Article 6.A.
 2. The District shall deduct amounts, designated by the AFT, in accordance with Article 6.A, for employees in the unit of the AFT College Staff Guild. Any revocation of membership or dues authorization by the employee shall comply with the terms of the written authorization, which the District shall honor. If the AFT determines that the employee has complied with the terms of its written authorization, such revocation shall be effective immediately and any deducted dues amounts shall be refunded to the employee at the next pay period following the AFT 's notice to the District.
 3. The AFT certifies that it has and will maintain individual employee written authorizations for the deductions. The AFT shall not be required to submit to the District a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization. The District shall rely on information provided by the AFT whether deductions for the AFT were properly canceled or charged. Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to the AFT rather than be unilaterally processed by the District; and the District shall forward any employee requests or inquiries regarding deductions it receives to the AFT. The AFT shall be wholly responsible for processing these employee requests. 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, and the District will refund the employee at the next pay period following the AFT's repayment.
 4. The District will furnish any information needed by the AFT to fulfill the provisions of this Article, including sending to the AFT a monthly list all employees in bargaining unit along with: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on

file with the employer, and home address, and highlighting or otherwise specifically noting employees who have been hired since the last list was sent.

Article 8 Work Environment

For purposes of this article, microelectronic devices shall mean any electronic device attached to any LACCD MAN/LAN network using copper, fiber, or wireless connections.

A. District Compliance: The District shall conform to, and comply with, all applicable health, safety, fire, and sanitation requirements imposed by municipal, state, federal laws or regulations adopted under municipal, state, federal law or applicable OSHA regulations. The District shall also conform to municipal, state and federal laws and guidelines governing the use of computer/microelectronic devices. The location Work Environment Committee, as indicated below (Article 8.F.), shall also consider and review potential health problems associated with prolonged and intense use of computer and microelectronic devices.

Each college and the District Office shall maintain, assess, and update its emergency preparedness plan to ensure compliance with state and federal law and provide ongoing training. The emergency preparedness plan shall be available for review on the website and in printed format for each work location upon request.

The District and the AFT shall work towards providing conditions for a safer, more healthful and more sanitary work environment. An instructional module shall be made available for training through the District Office Business Services and Environmental Health and Safety Division.

The District shall provide temperature-controlled environments in classrooms, offices, and other indoor spaces for the performance of work duties. If temperatures exceed 82 degrees or drop below 65 degrees, the administration shall engage in remediation strategies such as relocating staff and providing portable heating or air conditioning devices. Should any of these options not be available within 2 hours, employees may request to work remotely for the remainder of their work shift. Adequate ventilation shall be provided.

B. Technological Changes: The District and the AFT shall maintain a Technological Planning and Policy Committee (“TPPC”) (referenced in Article 8.J.2 below) whose purpose it shall be to develop guidelines for the safe, healthful, and efficient use and operation of new technology (hardware, software, and services) and any effects on the Clerical and Technical Unit as a result of the implementation of technological changes. When necessary the Committee shall meet and develop guidelines for other such 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 TPPC (Article 8.J.2).

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

- C. Smoke Free Workplace:** All Unit 1 employees shall be provided a workplace that is free of tobacco smoke (including cigarettes, cigars, and vaping). 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 and Technical Unit employees shall have the option of attending such sessions where provided. Employees shall also have the option of enrolling in non-smoking programs provided by the District's health care providers.
- D. Wellness Program:** The District and the AFT shall work in conjunction with the Joint Labor Management Benefits Committee to continue a wellness program, with the goal of providing in-service training in areas that may include mental and physical health, fitness, prenatal and postnatal care, nutrition, personal finance and financial literacy, retirement planning, stress management, asbestos information, and other such areas of common interest.
- E. Child Care Committee:** 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 and Technical Unit.
- F. Work Environment Committee:** The District Office and each campus shall maintain a Work Environment Committee (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 Vice Chancellor or their 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. Discussion of an issue by the WEC does not relieve a grievant or complainant of their need to exhaust appropriate administrative remedies. 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 their designee to address the Committee's recommendations, and, when necessary, through the appropriate shared governance procedures. Any violation of Section A shall be corrected by the District or 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. Release Time:** The bargaining unit members of the WEC shall be provided reasonable release time to carry out the obligations under Article 8.A and 8.F.
- H. No Retaliation:** No employee shall be in any way retaliated against or suffer repercussions as a result of a good faith effort in reporting any condition, either to the District or to any other relevant agency.

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

- I. Ergonomic Chair:** Every Unit 1 employee shall have an ergonomic chair at their work station(s).

J. Information Technology Devices

- 1. Compliance:** The District and the AFT are committed to the use, purchase, and maintenance of information technology devices, in a manner which is safe, and which complies with all applicable municipal, state, federal laws, Cal-OSHA regulations and guidelines, and which promotes current ergonomic standards.
- 2. Technology Planning and Policy Committee (“TPPC”):** A committee that includes two (2) members, one (1) voting and one (1) non-voting, appointed by the Union(s) and the District, shall meet monthly to develop recommendations on district-wide IT policy, standards, and strategies; facilitate awareness of major IT initiatives; provide a collaborative forum for technology discussion; and inform on how technology can be utilized to transform institutional operations and enhance academic excellence.
- 3. Ergonomics – The Design of a Safe and Healthful Work Environment:** Unit members with a concern regarding ergonomic issues may raise the concerns with the District’s ergonomic specialist who shall evaluate the concerns and make appropriate recommendations. The District shall ensure that the purchase or lease of computers and microelectronic devices 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 monitor characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable.
- 2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the monitor.

c. Keyboard, Pointing Device, and Screen

- 1) Every unit member is provided with a detached adjustable keyboard and stand-alone mouse. Employees issued a laptop are provided with a docking station and external monitor.
- 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 monitor. The screen shall be adjustable for brightness and contrast.
- 3) Newly purchased monitors (excluding laptops and tablets) shall have screens measuring at least seventeen (17) inches diagonally.
- 4) Consistent with section B above, technology is made available to employees. Employees may request non-standard specialized equipment through an ergonomic assessment.

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) Every Unit 1 employee shall have an ergonomic chair at their work station(s). 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 available chairs or stools.

- 2) Either by way of adjustable work surface (i.e. computer table, desktop, etc.) or appropriate accessory, the monitor 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) Footrests and wrist rests shall be available.
- 6) Footrest rungs shall be available in counter office areas to assist employees in relieving musculoskeletal problems.
- 7) Employees shall be provided appropriate floor mats in both sitting and standing areas.

f. Maintenance and Monitoring

- 1) Equipment will be replaced according to District refresh plan based on set standards such as those reviewed by TPPC as described in section B above. Equipment that is not functioning properly, as defined by District and Office of Information Technology (OIT) standards shall be replaced in accordance with Section 8.J.3.c.
 - 2) If an employee discovers a problem with a computer, microelectronic device or accessory, they shall report it immediately. The necessary repairs and or adjustments shall be made to correct the problem in a timely manner.
 - 3) Indoor temperature in the workplace shall be maintained at not less than approximately 65 degrees Fahrenheit. Adequate ventilation shall be provided.
- 4. Alternative Tasks:** Employees are encouraged to complete assigned work or activities within their classifications away from computers or other electronic devices with screens as needed in order to prevent potential eye strain or injury.
- 5. Vision Examination:** Employees may have their eyes examined annually. Employees that elect to have an annual eye examination shall be granted one half day each year for the eye examination with appropriate verification of completion of the eye examination.
- 6. Training and Education**
- a. All employees shall have access to training and workshops assigned to employees by the District in new, updated, and or upgraded technologies (hardware, software, and services) that they are required to use and operate

in their work assignment. 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 release time shall be granted to the employee. If additional certifications are required for an employee to maintain their current classification, the District will offer the training, at the District's cost and determination of modality, which should reasonably allow the employee to timely obtain the certification.

- b.** The District shall provide onboarding and training on District information technology systems to all new, transferred, promoted, and reclassified employees when warranted. Such training shall be made available within a reasonable period of time, and it may include formal classes, in-service training, on the job training, and or training provided by manufacturers and vendors.

7. Impact of New Technology

- a.** No employee shall be laid off or demoted because of the introduction of new 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 the Personnel Commission on those classifications in accordance with Article 15. When appropriate, the new classifications shall become part of the Clerical and 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 and Technical Unit. Exceptions to the above may be made by joint agreement between the AFT and the District.

K. Safety Awareness in the Workplace

1. Employees shall not be required to engage in any situation that is unsafe. A unit member shall inform their supervisor immediately if they believe that they will be required to engage in any situation that is unsafe.
2. In an effort to provide a safer work environment, and to make the Clerical and Technical Unit aware of issues regarding safety awareness in the workplace, the District shall develop training programs, in consultation with AFT, which shall include, but not be limited to, the following topics:
 - a. Security measures already existing in the workplace.
 - b. Mandatory Information Security Awareness.
 - c. Mandatory Diversity, Equity, Inclusion, and Accessibility training.
 - d. Recognizing threatening or potentially threatening situations, and the proper procedure for reporting them to campus and or local law enforcement.
 - e. Personal safety awareness training to assist employees in avoiding violent or potentially violent situations.

Safety Awareness in the Workplace procedures shall be published and distributed. The District shall be responsible for providing an education and training program. Clerical and Technical Unit employees shall attend the initial training and shall receive appropriate release time for this and subsequent training. The District shall develop procedures for training new employees in consultation with AFT. Training programs shall be open to all District managers, administrators, supervisors, LACCD Sheriff personnel and all other District employees who shall be encouraged to attend.

3. During hours of darkness, or when an employee's workstation or parking space is in a remote area, Clerical and Technical Unit employees may request that campus security provide an escort for them. The escort shall be provided when available, and designated by district security services, or other District designated personnel.
4. Where additional funding for any of the above provisions is required, the District, in consultation with AFT, shall develop funding sources for implementation.

Article 9 Uniforms, Tools, and Personal Property

- A. Uniforms, Tools, and Identification Badges:** The cost of the purchase, lease, or rental of uniforms, tools, cell phones, 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. Secured Storage Area:** Each Unit 1 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.
1. Management may retain duplicate keys and or master keys for all furniture assigned to employees, including desks and file cabinets, for use in an emergency situation (excluding the AFT Staff Guild files).
 2. Only LACCD approved locks may be used on any LACCD furniture, equipment, or other property. No employee may use a personal lock.
 3. Management shall inform an employee, at the first opportunity, that management accessed the employee's secured storage area.
- 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. Reimbursement of Personal Property:** The District shall reimburse employees for any stolen or damaged personal property in accordance with Board Policy 7131. Each Unit 1 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 the Sheriff's Office. The worksite Sheriffs shall facilitate the filing of any forms necessary.
- D. Safety Equipment and Training:** Unit 1 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.

Kneepads shall be made available to those employees whose duties require them to spend periods kneeling.

After consultation with the AFT, if the District requires that a Unit 1 member wear protective footwear, the District shall reimburse that member up to \$160 annually for the cost of such footwear provided the employee presents a receipt for the purchase of the footwear within sixty (60) days of such purchase. A safety shoe is defined as any closed-toe, non-slip shoe designated as a safety shoe by its manufacturer.

E. Athletic Trainer Professional Liability Insurance and Professional Dues: As of March 30, 1994, the District agreed to provide proof of medical malpractice liability insurance to all Unit 1 Athletic Trainers. If not, the District shall reimburse, upon receipt of proof of payments, Unit 1 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 1 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. The maximum annual accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

Creditable Years of Paid Service	Factors	Days of Vacation Based on a 12 Month Assignment
Less than 1 year	.03846	10
1 year but less than 2 years	.04231	11
2 years but less than 3 years	.04615	12
3 years but less than 4 years	.05000	13
4 years but less than 6 years	.05770	15
6 years but less than 7 years	.06155	16
7 years but less than 8 years	.06539	17
8 years but less than 9 years	.06923	18
9 years but less than 10 years	.07308	19
10 years but less than 11 years	.07693	20
11 years but less than 12 years	.08077	21
12 years but less than 13 years	.08462	22
13 years but less than 14 years	.08847	23
14 years or more	.09232	24

B. For purposes of this Article, a year is defined as fiscal year (July 1 through June 30). 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 fiscal year.

E. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to 130 days of paid service in regular assignments, except for employees subject to the provisions of 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. Requests can be submitted electronically and or hardcopy.

The employee is responsible to ensure that the supervisor or their designee has received and is aware of the request. Requests sent by email are presumed to be received by the supervisor or designee as of the date and time sent.

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 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 their 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 they made reservations and paid a financial commitment for those reservations, or that the employee was assessed a penalty or other fee for having changed the 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. The AFT and the District encourage Unit 1 employees to take their annual vacation. No request for vacation by a Unit 1 member shall be unreasonably denied.

For any pay period in which a Unit 1 employee's vacation balance reaches 400 hours, the employee shall not earn any additional vacation credit. 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. Hours earned pursuant to Article 19.H.8 (Perfect Attendance) shall count toward the 400 hours 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. There shall be no payment for excess vacation.

For the 2023-2024 fiscal year, a one-time special cash out request period not to exceed thirty (30) days shall be created upon execution of this agreement for unit employees with more than 360 hours of vacation as of June 1, 2023 to cash out up to eighty (80) hours of vacation.

Beginning in the 2024-2025 fiscal year, unit employees who have accrued more than 360 hours of vacation as of June 1st of the fiscal year and are denied vacation requests of eighty (80) hours or more that are made more than fifteen (15) working days in advance, may cash out up to eighty (80) accrued vacation hours in the year that the vacation request was denied. Cash out requests must be made between May 1st and June 1st.

The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless they have

served for the equivalent of more than twenty (20) consecutive working days, or receives specific approval from the appropriate supervisor.

- J.** On voluntary reduction in status, layoff, or separation from the classified service, the money value of vacation balances shall be paid as a lump sum to permanent employees. In cases where separation is not at the end of a pay period, vacation credit shall be computed through the last day in paid status.
- K.** Lump-sum vacation payments shall be made on the basis of the hourly equivalent rate for the employee's last regular assignment.
- L.** When a regular employee (whose regular assignment is on other than a 12-month assignment basis code) is paid during an intersession as a relief, substitute, or provisional employee, the employee shall earn vacation in accordance with the schedule Article 10.A, which is applicable to the position in which they serve during an intersession.
- M.** A regular employee who serves in their regular assignment and also in an intersession substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if they had served 173.3 hours in their regular assignment.
- N.** 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 Article 19.H, the basis of the request for change in leave status and provides appropriate supporting documents and the probable duration of the requested leave.
- O.** 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, Article 19.C.

Article 11 Holidays

A. Holidays

An employee in a regular assignment or in an assignment in lieu of their regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Trustees, the Governor of California, or the President of the United States that apply to bargaining unit members which come within the employee's assignment period, subject to the conditions listed in A.1 through A.5. The date the following listed holidays are observed shall be determined, where appropriate, by the academic calendar. The academic calendar is created in three-year increments; such holiday date or dates shall not be finalized in the academic calendar until the District has consulted with the AFT.

Holiday	Day Observed
New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	Third Monday in January
Lincoln Day*	February 12
Washington Day	Third Monday in February
Cesar Chavez Day	March 31
Genocide Remembrance Day*	April 24
Memorial Day	Last Monday in May
Juneteenth*	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day*	September 9
Veterans Day*	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

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

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

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

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

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

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 Article 19.L, 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 sections 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 their normal assignment immediately preceding or succeeding the school holiday shall receive pay for the holiday.
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).

B. Wellness Days

On July 1st of each year, the District shall grant employees two (2) district-paid Wellness days each fiscal year in recognition of culturally significant State and federal holidays.

1. These days do not accrue year over year.
2. Unit members who give their supervisor a minimum of two (2) days written notice prior to taking a Wellness day shall not be denied.

3. Employees who have resigned or are terminated from their employment with the District will not receive pay for any unused Wellness Days.
4. Use of these days shall not affect an employee's ability to receive special pay for perfect attendance, nor reduce their illness or vacation quota.

Article 12 Hours and Workweek

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 (Appendices H and I).
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 giving notice of the reasons for the change to the employee. Such change shall only be for a reasonable business necessity of the District. If it is necessary to change an employee's hours of work, within a shift, volunteers within the classification at the work site will be solicited first with at least ten (10) business days notice. 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 Development and Retraining, or similar training shall not be interrupted by a change of hours within a shift, while such training is in progress. If the employee is required to complete training outside of their new work hours, the employee shall be eligible for overtime or compensatory time per Article 12.B.

Employees may request flexible or alternative work hours, based on an employee's situational needs and or catastrophic conditions affecting employees, their work environment and or community where they live and travel. Reasonable effort shall be made to adjust the work schedule when it is consistent with the District's operational needs. Denials shall be reviewed on a case-by- case basis by the local administrator and the AFT representative to reach an agreed upon adjustment.

When the District as a whole, or an individual worksite 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 release 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 7.2 percent above their regular daytime rate; and if one-half (½) 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. When Overtime is worked prior to scheduled shift, employee shall maintain the shift differential.

- 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 their 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 Development and Retraining, or similar training, shall not be interrupted by a temporary change of hours, while such training is in progress.
- 7.** When it is necessary, because of a reasonable business necessity of the District, to permanently change any employee's hours of work between shifts, the District shall first call for volunteers.
 - a.** If volunteers are available, an employee may have their shift changed permanently based upon Article 14.D.2.d.1, with at least three (3) weeks prior written notice to the employee.
 - b.** If no volunteers are available with at least ten (10) business days of notice, an employee may have their shift changed permanently based upon Article 14.D.2.d.1, 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 a three (3) week notice was not possible.
 - c.** Employees shall not lose their shift differential for a year after shift change.
- 8.** Training, as approved under Article 17, Professional Development and Retraining, or similar training, shall not be interrupted by a permanent change of hours, while such training is in progress, if the training is only available during the previously assigned employee's shift. If the employee is required to complete training outside of their new work hours, the employee shall be eligible for overtime or compensatory time per Article 12.B.

Whenever “reasonable business necessity of the District” is referred to in Section A and is used to make changes to employees’ work schedules, written justification and documentation demonstrating this decision shall be provided.

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. All other provisions of Personnel Commission Rule 596 shall continue in force. Upon notice, at least two (2) weeks in advance, whenever possible, an employee shall be required to work overtime as needed. Unit members shall not incur overtime hours without prior written authorization from their supervisor.
- 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 and 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 1 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.

The work of represented employees shall not be usurped by unclassified employees.

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 work up to ten (10) hours per week in an unclassified assignment at the overtime rate in accordance with B.1 above and B.6 below. Certificated assignments are paid in accordance with B.13. below.

- 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 (1.5) times the regular rate of pay, or compensatory time off, at a rate of one and one-half (1.5) 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 (1.5) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1.5) hours for each hour worked, for any work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
- 8. Employees assigned an average workday of less than four (4) hours** shall be compensated at a rate equal to one and one-half (1.5) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1.5) hours for each hour worked, for any work authorized and performed on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.
- 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 (1.5) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1.5) 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 (5th), sixth (6th) and seventh (7th) days shall be compensated for at a rate equal to one and one-half (1.5) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1.5) 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, they shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1.5) times the regular rate of pay for actual hours worked in accordance with Personnel Commission Rule 596.
- 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). Compensatory time-off shall be distributed

following the same guidelines as overtime distribution in B.1. and B.2. 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 they consult with their supervisor and provide 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 (1.5) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1.5) 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
- Senior Examination Proctor
- Senior Sign Language Interpreter
- Specialist Sign Language Interpreter Specialist I
- Sign Language Interpreter Specialist II

13. Certificated Assignments

- a. Classified employees requesting a certificated assignment must complete the Request for Regular Classified Employee to Work a Certificated Assignment (HR Form P-130) prior to accepting the certificated assignment.
- b. Exempt employees, if any, with an adjunct assignment earn additional income at the adjunct rate.
- c. Non-exempt employees working a certificated assignment will be paid at the adjunct rate based on the Faculty Salary Schedules for all non-overtime hours worked in this assignment.
- d. Overtime Pay: Non-exempt employees earn overtime for work over 40 hours per week either:
 - 1) at the one and one-half (1.5) times regular rate of pay as defined under the Fair Labor Standards Act; or

- 2) if working an additional certificated assignment, pay will be at the adjunct rate based on the Faculty Salary Schedule or the blended overtime hourly rate, whichever is higher.

The Blended Overtime Rate Calculation is one and one-half (1.5) times the total amount of wages earned in both assignments divided by the total amount of hours worked in each assignment per week.

- e. For employees who are 10 and 11-month employees who accept certificated assignments during their off periods, there is no blended hourly rate of pay.
- f. Any requests for an adjusted schedule will be reviewed on a case-by-case basis with the recommendation of the immediate supervisor and the approval of the appropriate College President or Vice Chancellor or designee.

Employees shall coordinate with their supervisors to arrange for an adjusted schedule to work those hours.

- 1) Employees whose regular schedule is a 5 days 40 hours work week shall make the adjusted schedule within the same week of the teaching assignment.
 - 2) Employees whose regular schedule is a 9 days 80 hours or 4 days 10 hours work week shall make the adjusted schedule within the two (2) weeks of the teaching assignment.
 - 3) Employees may **not** use any quota balances to make up the time used during the teaching assignment.
- g. If an employee is unable to accept a certificated assignment for two consecutive semesters because the assignments fall within their classified schedule, the employee will be able to appeal to the vice Chancellor of Human Resources or Deputy Chancellor within five (5) working days at the time of the second denial and a response shall be received within five (5) working days.

Whenever there is a denial for an adjusted work schedule, written justification and documentation demonstrating this decision shall be provided.

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 (e.g., ½ of 8 hours worked in a day provides for a lunch break after 4 hours worked).

In contrast, 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 131st day of paid District service or, if applicable, on the 366th 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 written notice of layoff in person or by certified mail and shall be informed of their displacement rights, if any, and reemployment rights.

1. In compliance with AB 438, preliminary layoff notices shall be given no later than by March 15 and final layoff notices shall be provided before May 15, if applicable, and informing them of their displacement rights, if any, and reemployment rights.
2. For Specially Funded Programs, employee shall be given written notice not less than sixty (60) days prior to the effective date of their layoff and informing them of their displacement rights, if any, and reemployment rights.

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 1 employees as defined in D. below and including those Unit 1 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, they shall promote from the step of the salary schedule of the class from which they were laid off, provided that the rate of that step is higher than the employee's current rate.

D. Layoff Defined

An employee who has been laid off, as well as 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.

E. Reemployment List

An employee who has been laid off, as well as 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 rosters, 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 and timelines of five (5) working days for the employee to notify the District.
 - c. Reemployment rights of the employee.
 - d. Any rights held by the employee to request a hearing on the layoff under the Education Code.
- 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 the final notice of layoff 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-one (21) 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 and medical, dental, vision care, and life insurance coverage shall be maintained at existing levels according to the following schedule:

Years of Service	Months of Continuation After Layoff
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 or 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 with proof of "other" coverage for the laid off employee of Unit 1 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 including unused vacation and severance grant no later than when the employee is paid for the payroll period covering the two (2) weeks prior to the effective date of layoff.
- f. Upon reemployment during the thirty-nine (39) month reemployment period, a layoff will not be considered 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 and update their current mailing address, cell phone number, and personal email address with the Human Resources Division.
- b. Offers of reemployment in an employee's former class and status (i.e. seniority) shall be by telephone, email, and regular mail. The employee will have one week to accept the offer and twenty-one (21) days from acceptance

of the offer to return to the District workplace, unless otherwise mutually agreed upon. If the laid off employee refuses the offer of reemployment, a confirmation letter shall be sent via regular mail with a proof of service.

- c. Employees laid off from employment shall continue to receive all District Classified Employment Opportunity Job Bulletins and Voluntary Transfer and Reassignment Bulletins for the duration of the reemployment list. Said Bulletins shall be sent via U.S. mail to the last known mailing address.
- d. An employee on a reemployment list may decline three (3) offers of reemployment in their former class and status (i.e. seniority). After the third refusal, no additional offers need be made and the employee shall be considered unavailable until they indicate otherwise.

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 release time to serve on the task force.
- 2. Up to three (3) days of Casual Leave shall be granted to enable employees to interview for other positions.

H. Retraining

- 1. While on a thirty-nine (39) month reemployment list, 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 pursuant to Article 19.T. 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.E.
- 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 1 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 Office, and or any location where Unit 1 members are assigned.
2. A reassignment is defined as the assignment of an employee from one administrative unit to another administrative unit in the same classification at the same location as described in Personnel Commission Rule 715.
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 or 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 In-Service Transaction portal on the online platform designated by the Personnel Commission. The Personnel Commission shall, upon receipt of a request, issue an acknowledgment to the employee.
4. If an employee has not attained permanent status in their job classification, approval of the request by the applicable department head or college president is required.
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. Transfer employees 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. At any time, an employee may submit a request to the Personnel Commission asking when their transfer or reassignment request will expire.
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 to the employee being 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 Article 14.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. Employees on a voluntary or reassignment list shall be certified by the Personnel Commission to the appointing authority along with names on the applicable eligibility and or other employment lists. Prior to involuntary transfer or reassignment, the District shall review the transfer list and consider voluntary transfer or voluntary reassignment requests for the locations indicated and shall interview for full consideration all eligible employees from these lists.

- b.** Notice shall be given to the employee and AFT, including start date, new work location, name of supervisor, and date and time of conference. Except where prohibited by a bona fide business necessity, a minimum of twenty-five (25) working days written notice shall be provided to an employee involuntarily transferred. Except where prohibited by a bona fide business necessity, a minimum of twenty-five (25) working days written notice shall be provided to an employee involuntarily reassigned.
- c.** The person being involuntarily transferred may appeal to the Vice Chancellor of Human Resources or their designee only on the basis of a disability or medical condition. The person being involuntarily reassigned may appeal to the Campus President or Vice Chancellor of Human Resources or their designee at the District Office on the basis of a disability or medical condition. If an appeal is granted, the next least senior person (as above) shall be transferred or reassigned.
- d.** 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.
- e.** 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 change to a related class request shall be processed in accordance with Personnel Commission (PC) Rules regarding Transfer and Change in Office Location (PC Rule 715) and Change To A Related Class (PC Rule 716).
- G.** The District shall be responsible for notifying the AFT regarding all involuntary transfers and reassignments.

Article 15 Classification and Reclassification

A. Classification

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, in accordance with applicable Personnel Commission Rules. After appropriate consultation and review of proposed changes in any Unit 1 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 1 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 B).

The Los Angeles Community College District and the AFT, recognize that as a merit system district, 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. The District and the AFT recognize that from time to time substantive changes must be made to class specifications that result in changing one or more duties of a particular classification. The District and the AFT agree that when such changes are contemplated, the District shall consult with the AFT in a good faith effort to reach agreement on the proposed changes and the effects of those changes to the class specification. The District and the AFT further agree to meet in consultation in a good faith effort to reach agreement when the AFT has identified a change which should be made to a class specification or when the AFT has identified a position or positions which should be reclassified. The AFT shall review new classifications that could be appropriately claimed by the AFT prior to their being forwarded to the Personnel Commission.

The District recognizes that changes in technology and or the means and methods of work production may necessitate changes in class specifications. The District and the AFT agree to consult as described above when such changes appear necessary.

The AFT and the District recognize the role of the Personnel Commission as designated by the Education Code in the classification process.

B. Work Out of Classification

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. Reclassification Procedures

If an employee believes that they spend an appreciable portion of their 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 they believe 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 Vice Chancellor of Human Resources and forwarded to the Personnel Commission within ten (10) 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 Rule 545 and related rules, and in Education Code provisions cited in those rules. The Personnel Commission will notify the AFT when the request has been received.

D. Reclassification, Performance Evaluation

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 shall be notified when the Personnel Commission has received the employee's request.

E. Employee Participation and Work Responsibilities

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 and Technical Unit employees. The District and the AFT shall consult on written suggestions submitted by Clerical and 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. Promotional Opportunities

The District shall encourage and support promotional opportunities for Clerical and Technical Unit 1 employees and shall consult with the AFT on methods of enhancing these opportunities.

G. Job Postings

District Job Available Bulletins posted or available in the Personnel Office, on AFT bulletin boards, and other bulletin boards are for employee information. The AFT Chapter Chair shall receive a copy of all Job Available Bulletins.

H. Examination and Appeal Rights

Personnel Commission Rule 624 contains the guidelines for notification of applicants of examination results and their appeal rights. The AFT or its unit members may avail themselves of any rights to appeal examination decisions directly to the Personnel Commission.

I. Limited Assignment

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. Substitute Pool for Athletic Trainer

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 (2nd) and fourth (4th) months of their probationary period. Said written evaluation shall be made on the form entitled "Performance Evaluation for Classified Employees" (Appendix B).
2. Permanent employees in a class shall be evaluated at least once each year by June 30th. Said written evaluation shall be made on the District's form entitled "Performance Evaluation for Classified Employees" (Appendix B).
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, 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 or 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 and Technical Unit employee who is probationary or permanent in a position higher than the evaluatee under whom the evaluatee works or a Certificated or Academic administrator under whom the evaluatee works (see Appendix R).

5. Mandatory Diversity, Equity, Inclusion, and Accessibility Evaluation (Title 5, Section 53602)

The evaluation of Unit 1 employees shall include consideration of the employee's demonstrated, or progress toward, proficiency in diversity, equity, inclusion, and accessibility (DEIA) related competencies (Appendix C).

Responses are not required for each section or criteria listed on the form. Responses given by employees shall not be used for the purposes of reprimand or discipline.

To fulfill the requirements of the DEIA evaluation, employees with adjunct teaching assignments may complete both the faculty and staff sections and submit one form.

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 and Technical Unit employee who is probationary or permanent, in a position higher than the evaluatee, under whom the evaluatee works, or a Certificated or Academic administrator under whom the employee works (see Appendix R). 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 or 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 or 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 their 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 or evaluator who made the evaluation and to the employee.
5. An employee shall have the opportunity to review their 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.

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. The employee shall check the appropriate box indicating whether or not a response is attached. If such a statement is provided by the employee, the supervisor or evaluator who prepared the evaluation and the next higher level of administrative authority shall review and initial the statement.
7. A supervisor or 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 Form (Appendix B), 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 their designee. Employees shall be provided a copy of any written comments made by the reviewer.

The steps to be followed by supervisors or evaluators in completing the above mentioned 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 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 or 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. A Performance Improvement Plan (PIP) must

be given to the employee. This plan will include specific expectations for improvement and a reasonable timeline to improve. The specifics and timeline shall be discussed and agreed upon at the time of the evaluation. The employee should understand that their work is not considered unsatisfactory. Continued failure to show improvement may lead to preparation of a "Notice of Unsatisfactory Service" (Appendix E).

D. Classification of Position

The employee and the supervisor or 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 their time performing duties inappropriate to their class, they should check "no" and attach a statement giving their reasons. If either the employee or the supervisor or 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. 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. Tuition Reimbursement

The Los Angeles Community College District shall establish a fund of at least \$200,000 per fiscal year for the purpose of tuition reimbursement.

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

1. 100% of the tuition cost if classes are taken in the Los Angeles Community College District or 50% of the tuition cost at other institutions, up to a maximum of \$4,000 including computing differential certification classes and one (1) certification test, in any one (1) academic year except as provided in Article 17.A.6 below (Appendix V for required textbooks and materials reimbursement).
 - a. Required textbooks and materials shall be included among the reimbursable expenses for tuition reimbursement.
 - b. Reimbursement for books and materials shall be at 100% of their cost at any institution.
 - c. Original or electronic receipts listing book titles or specifying the required materials must be presented by the employee as a condition of reimbursement.

All certification reimbursement requests are funded through Article 17.A above. \$3,000 per year, of that fund, shall be allocated for first time computer certification reimbursements.

Members of the Clerical and 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 Article 17.A.6 below). This evidence shall be submitted by the employee to the Human Resources Division.
3. Tuition reimbursement shall be made for a course, workshop, institute, or other organized activity in any of the following areas:
 - a. The employee's current classification
 - b. A related classification or career ladder

- c. Retraining, requested by the employee, and or recommended by the Division Head, and approved by the College President or the District.
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 must be submitted to the Committee on Tuition Reimbursement no earlier than thirty (30) days prior to courses start date and no later than the end of the fourth week of classes and approved by the same committee. The committee shall be composed of three (3) AFT members designated by the AFT and two (2) management employees designated by the Vice Chancellor (Human Resource Guide R 501A, Tuition Reimbursement).
6. The District shall pay the cost of tuition, books, and materials for such employee so enrolled in accordance with Article 17.A.3.c and Article 17.E.2.

B. Conference Attendance

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 current career development programs allowing an employee to have release time from work for up to a maximum of five (5) hours per week (Appendix O).
2. Employees may request temporary minor adjustments in their regular work schedule for purposes associated with their coursework.
3. Employees who are given release time for purposes of career development will be required to work make-up time at the rate of one (1) hour of make-up time for each two (2) hours of release time. Time spent for make-up 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. The AFT and the District agree that the District shall allocate \$15,000 for Professional Staff Development to the colleges each fiscal year. The \$15,000 fund shall be distributed equally among the nine colleges and the District Office. The allocation shall be placed in each worksite's Staff Development Fund to sponsor workshops and training for Unit 1 members. All workshops and training shall go through the Staff Development Committee with final approval by two (2)

AFT Members (see Article 17.D.2 below). State funding for Professional Development that is earmarked for classified employees shall be proportionally allocated.

2. On the colleges and District Office Staff Development Committees, there shall be at least two (2) AFT members, appointed by the AFT.
3. In accordance with Assembly Bill 1725 (1990), Clerical and 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 Article 17.A or Article 17.E.1).
 - e. Employees who are required by the District to take classes or attend training outside their regular work schedules as part of their job duties shall be released for the equivalent amount of time that they attend class(es).
 - f. Employees or their supervisor can request retraining subject to approval by the College President or Division Head or their designee.
2. 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 (Article 17.A.6).
3. Retraining programs shall consist of the following options and the following conditions:
 - a. Formal Study at the 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 Article 17.E.2 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 or no-credit basis).
- b. Formal Study at 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 Article 17.E.2 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.
4. Employees eligible for retraining shall receive full release time with pay (non-laid off employees), flexible working hours (non-laid off employees), tuition, fees, books, and materials reimbursement, (Article 17.A.6 and Article 17.E.2) and reasonable travel time.

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

5. When an employee's job duties are affected by a change in technology made by the District or the College, the employee shall receive training in order to perform the changed duties. The cost of the training shall be borne by the District or College, and not be charged to the Professional Development fund referenced in Article 17.A of this article.

F. Renewal of Licensing and Certification

If the District or Personnel Commission requires licensing or certification for a classification, and if continuing education is required to renew the license or certification, the District shall identify and bear the costs of appropriate continuing education.

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 Human Resources Division at the Educational Services Center (ESC). The employee may also have an Employee and Labor Relations File. A Local File which is maintained at a designated site at the campus or the Division Offices shall not be the Official 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 were:

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

B. 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 Local 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. Employee and Labor 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 Local File

D. Placing Materials in the Personnel File

1. Prior to placing any adverse or derogatory material in either the employee's Official or Local File, the employee shall be given the opportunity to sign the material. The employee's signature will indicate that they have been given a copy of the material. If the employee refuses to sign the material, a witness's signature will indicate that they have received or have been offered a copy of the material. When an employee is not available to receive the materials within five (5) working days of 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. "Adverse or derogatory" materials refer to records of disciplinary action taken against the employee.

2. No material whose origin cannot be identified may be placed in these files. Adverse or derogatory 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 Article 18.B and Article 18.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 Personnel File, the employee must be promptly notified and given reasonable time to respond in writing to the material. Such written response must be submitted to the Office of Employee and Labor Relations within twenty (20) working days from issuance to or review by the employee of the adverse or derogatory material. This response will then be attached to the material and entered in the Official file. No adverse or derogatory material shall be placed in any file maintained on an employee after they are 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 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. Nothing in this Article shall preclude the District from referencing materials related to prior misconduct in disciplinary or other legal proceedings to establish prior notice, appropriate remedial action, or for impeachment purposes.
 - a. The material shall be kept in the Employee and Labor Relations File in the Office of Employee and Labor Relations.
 - b. Such material may not be used by the District as a basis for initiating a disciplinary 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 Employee and 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, Office of the Vice Chancellor of Human Resources, Human Resources, the Office of the General Counsel, and the Office of Employee and Labor Relations. Notwithstanding the foregoing limitations, 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 Employee and Labor Relations, Human Resources Division.

E. Viewing the File

1. An employee, upon request, shall have the right at any reasonable time during business hours, to inspect their Official Personnel File in the Human Resources Division, the Local File at the local worksite, and material referred to in Article 18.C.2, Article 18.C.4, Article 18.D.5 in the Employee and Labor Relations File in the Office of Employee and 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 exercise the employee's right under Article 18.E.1 above.

4. Request to view files shall be made to the following:
 - a. Official Personnel File and Employee and Labor Relations File, to the Office of Employee and Labor Relations, Human Resources Division.
 - b. Local File to the Vice President of Administrative Services.
 - c. District Office Local 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 nonconfidential examination procedures. Appropriate recommendations for change in Personnel Commission Rules shall be made. If an employee wishes to review any portion of an examination for a classified service position in the Los Angeles Community College District, the employee shall be granted reasonable release time to do so in accordance with Personnel Commission Rule 624, Reviews and Appeals of Examination.

G. Privacy and Security of Files

1. All Personnel Files and Employee and Labor Relations Files shall be maintained in a manner to reasonably ensure their security. Whenever files are moved, steps shall be taken to ensure the security of materials. At a minimum, such files shall be maintained permanently (when required by law or policy), securely, and confidentially, with provisions for secured backup of data.
2. Personnel Files shall only be viewed by individuals other than the employee when there is a legitimate personnel reason.
3. Whenever files or parts of files, are moved, are in the possession of an authorized individual, are photocopied, or are transported or transmitted (i.e. by Fax or other electronic method) steps will be taken to ensure the security of the materials.
4. Whenever materials, other than those referred to in Article 18.D.5, from the Personnel Files 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 reasons 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 (11th) 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 and Parental 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 and Parental 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 they do 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 (Article 19.H.6.f).

14. Employee Pre-Designation of Physician. Labor Code section 4600 provides that, if an employee has pre-designated their 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 RR-03-5 Rev. 08/06). 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 Human Resources Division.
- 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 they meet eligibility requirements.
- 5. Compensation.** When an employee is absent because of such assault and or battery, the employee will be paid their 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 family member or person(s) who lived in the same domicile as the unit member at the time of death. For the purposes of bereavement leave, "family member" is defined as the employee's spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and the equivalent relatives of the employee's registered domestic partner.

Bereavement Leave is also granted for absence due to:

- a. Official notice in time of war that a family member is "missing in action," or
- b. Official notice that a deceased family member is being returned by the armed forces for interment in this country.
- c. A close friend or fiancée that was not a cohabitant.
- d. Miscarriage. Availability of Bereavement Leave for this reason shall be limited to the father and 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. Up to five (5) working days of paid leave shall be granted to the employee for the death of each qualifying person as defined in section C.1.

Up to five (5) days of unpaid bereavement leave per fiscal year may be granted to attend the funeral of a close friend or fiancée that was not a cohabitant.

Bereavement leaves can be used intermittently for up to three (3) months following a family member's death. Such leaves do not need to be consecutive and may run concurrent with paid leaves, including sick leave.

A permanent employee may at their 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.** Salary will be paid in accordance with section C.3.
Unit members may use personal necessity leave or vacation, if available, to receive compensation for the bereavement of a close friend or fiancée that was not a cohabitant.
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 their immediate supervisor within thirty (30) days of the first day of the leave in accordance with the provisions of this Section. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

D. Casual Absence (Optional or 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 disrupted 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 (0.5) days, of Casual Absence, (Mandatory) for the purpose of obtaining a comprehensive

annual physical examination and one (1) half (0.5) day for each vision examination in accordance with Article 8.J.5, provided that a verification of such examination is submitted to the Office of Employee and Labor Relations 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 themselves on casual absence.
7. **Medical Approval.** Casual Absence shall be granted to employees enrolled in the District's Benefits 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.V Family and Medical Leave shall be applied concurrently.
2. **Requirements.** Status: Employee must have permanent status in the District on the effective date of the leave.
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 their own premiums for medical and 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.V.
6. **Request Procedure.** The employee shall, upon request, furnish evidence to their 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 their assigned workday or week, when their 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 Accounts Payable Department.

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 their 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 they receive an initial regular appointment, will be credited as of the date of their appointment with twelve (12) working days of full-pay illness leave, and eighty-eight (88) 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 their basic daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits. It is understood that the administration will increase temporarily the basic daily assignment in accordance with any authorization to work additional hours which exceed one (1) full pay period.
- c. An employee serving an initial probationary period shall not be eligible to be paid for more than six (6) 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 their full salary up to the total number of full-pay illness days to their 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 their full-pay illness credit, they shall, at their request, be allowed vacation pay in lieu of half-pay illness. In order to effect such a change, the employee shall notify their time 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, Hospital and Medical, Dental, and 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 they 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 District's Human Resources Division. 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 (20th) 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 Office 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 Employee and 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 their 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 they are 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 Human Resources Division may approve pay without the employee's signature.
- d. If an employee has been absent on formal illness leave, they shall notify their supervisor at least one (1) day in advance of their expected return in order that any substitute service may be terminated. In case of failure to comply

with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day.

- 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 their own attending physician. Said verification and clearance must be submitted to their immediate supervisor immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance or medical verification for absences of less than five (5) days 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 judgment of their supervisor, the apparent health condition of the employee warrants it. If the report of the physician shows that an employee in service or returning to service is not medically qualified to perform their duties, the employee may be required to take sufficient leave to rehabilitate themselves. Written notice of non-approval and the reason therefore shall be provided to the employee together with information concerning the employee's right to appeal to the Office of Employee and Labor Relations for an Administrative Review.
- g. Absence Due to Quarantine: If an employee has been absent because of quarantine, regardless of length of such absence, a county health office exclusion and re-admittance 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, they will be required to forfeit any illness pay claimed during the period of employment.

8. Attendance Incentive Program

- a. Upon verification by the District Office Payroll Department at the close of the fiscal year, if an employee has not been absent for that fiscal year, they shall be granted a \$306.62 award to be paid at the end of the 03-pay period. Absences for this purpose do not include holidays, Bereavement Leave, Jury Duty Leave, Personal Annual Leave (PAL) Day, Wellness Days, Reproductive

Loss Leave, Catastrophic Leave donations and vacations, scheduled vacations and approved work-related conferences and workshops. If an employee attends a work-related conference or workshop approved by their supervisor, manager or administrator, that time shall be considered as time worked for the purposes of this Article. In addition, the employee shall be recognized at a public meeting of the Board of Trustees.

- b. For each pay period an employee has perfect attendance (no tardiness and no absence for any reason other than holidays, Bereavement Leave, Jury Duty Leave, Personal Annual Leave (PAL) Day, Wellness Days, Reproductive Loss Leave, Catastrophic Leave donations and vacations, except vacation taken in lieu of one-half (0.5) illness day pay, in accordance with Article 10.H of this Agreement), their 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 basis 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.

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 (1st) day of absence but shall not exceed sixty (60) working days (when the employee would have been performing their 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 their 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 their 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 they 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, they 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 their name shall be placed on the reemployment list for the class from which they were on leave for a period not to exceed thirty-nine (39) months.
 - 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 they were 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 they do 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 their former

status and time basis, and in assignment areas in which the employee has made themselves available.

- e. In instances when the employee is permanently unable to perform the duties required in the class or position that they held at the time the leave was granted, the District shall comply with state and federal regulations and District policy concerning an accommodation resulting in assignment to another position or classification and or rehabilitation and 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 their 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 their 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 and 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 (1st) 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. **Requirement.** 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 themselves available to the District for work during the balance of their normal working day or week when their presence is not required in court or elsewhere for jury duty. If the employee's regular assignment is other than the day shift, the above requirements shall be fulfilled by making themselves 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 their 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 themselves available to the District for work as set forth in paragraph 3.b, and is required to work overtime, they shall be paid in accordance with Article 12, Hours and Overtime.

- 5. Effect on Benefits.** None.

6. Request Procedure

- a. Notify their immediate supervisor as soon as possible after the receipt of a letter directing them to appear for qualification for jury service and or a jury summons.
- b. 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 District Payroll Services of the Los Angeles Community College District, except as follows:
 - 1) Any mileage fee may be retained by the employee.
 - 2) Jury fees earned on days for which the District does not pay the employee.

- 3) When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to their daily gross earnings.
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. Pregnancy Disability and Parental Leave

1. Employees will be entitled to take pregnancy disability leave and parental leave in accordance with state and federal laws. Such leaves may include, but are not limited to, the following statutory leave rights:
 - a. Family and Medical Leave Act (FMLA) (which may run concurrently with CFRA)
 - b. California Family Rights Act (CFRA) (which may run concurrently with FMLA)
 - c. Pregnancy Disability Leave (PDL) (which runs concurrently with FMLA)
 - d. Kincaid Leave (Lab. Code 233): 50% of available sick leave to care for a defined family member
 - e. Family School Partnership Act (Lab. Code 230.8): Up to 40 hours of existing vacation, personal leave, or compensatory time off per school year, up to 8 hours per month, to allow parents to attend to school activities.

Members are encouraged to review contract language for general information concerning available leaves. If more information is needed, members can send specific questions to HRhelpdesk@laccd.edu for a detailed response.

2. **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. Requirement. 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 their 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 their 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 and 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 their 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 they would have enjoyed had they 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 their classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to their position is granted provided they could terminate or could cause to have terminated their active service. They shall be entitled to a position in their former class ahead of any employee with a 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 their former class has ceased to exist during their absence, they shall be returned to a vacant position in a comparable class for which qualified. In the absence of such vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed thirty- nine (39) months from the date of their application.
- 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 their name is reached. In the event the employee accepts the appointment, they shall be granted the same type of Military Leave from the new position.
- 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 they were unable to take by reason of their military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques, which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the candidate who is successful in the supplemental examination shall be added to the list for the class for which they were examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

- 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.

N. Child Care or Parental Leave (Optional or 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 their 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 their own minor child. If an employee is eligible, the medical benefits described in Article 19.V 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 or Parental Leave.

Appeals of denials of optional Child Care Leave may be made, in writing, to the Vice Chancellor of Human Resources. If the Child Care Leave request of an employee under the overall supervision of the 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 their own child or the arrival of their 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.V.

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 prescribed form HR-P400A 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 their 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 family member, close friend, fiancée, or person(s) who lived in the unit member's same domicile, or absence due to (1) official notice in time of war that a family member or cohabitant is "missing in action," or (2) official notice that a deceased family member or cohabitant is being returned by the armed forces for interment in this country. This benefit is in addition to any days of paid leave granted under Bereavement Leave. "Family member" is defined consistent with C.1 above.
 - b. (2*) Accident: An accident to any employee's person (not covered by Illness Leave or Industrial Accident Leave),

- c. (3*) or to their property or to the person or property of a family member (see a. above), which is serious and requires the attention of the employee during their 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 themselves available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when their appearance in court or 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 each date of necessary attendance.
 - 2) Remits any witness fee collected to the District Payroll Services of the District.
 - 3) Makes themselves available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when their appearance in court or before an administrative tribunal is not necessary.
- f. (6*) Family Illness: Illness of a family member (see a. above).
- g. (7*) The birth of the employee's child.
- h. (8*) Home Protection: Necessary action taken by an employee in the face of imminent danger to their 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 their 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. Such personal necessity days shall be taken at a time convenient to the employee provided that the employee has notified in writing their immediate supervisor at least two (2) working days in advance of the beginning date of the absence.
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. Personal Annual Leave

Up to one day per year may be designated as "Personal Annual Leave" (PAL) with pay. If unused, the PAL day shall not accumulate from year to year. This leave shall not reduce illness, personal necessity, or vacation quotas.

R. 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. **Return Rights:** When a classified employee is offered and intends to accept an academic limited term assignment for more than ninety (90) days, but not more than two (2) full semesters, they shall inform their current supervisor in writing regarding the length and nature of the leave prior to the commencement of the leave. The supervisor at the location to which the employee will return shall confirm in writing the employee's return rights to the same position and same location from which the leave was taken.
5. **Compensation.** No salary shall be paid while on leave; however, compensation shall be earned for the position in which service is rendered.
6. **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.
7. **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.

S. 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.V 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.V.

T. Retraining and Study Leave (Mandatory or 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.
2. Approval of Retraining and Study Leave, which involves work experience shall be at the sole discretion of the District consistent with Article 17.E.1.f (Retraining Program).
 - 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 their assigned time in each of the seven (7) consecutive years prior to the granting of the Study leave or three (3) consecutive years prior to the granting of the Retraining Leave in accordance with Education Code Section 88222. Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave may reduce the days served in a year below the minimum requirement and shall not be included as service in computing service for granting of any subsequent leave under this article.
 - 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) of their regular rate of pay; compensation in excess of one-half ($\frac{1}{2}$) of regular rate of pay shall be subject to the approval of the Chancellor or their 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 they otherwise consent, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had they remained in active service.
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 they 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 Office of Employee and Labor Relations.
 - 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. 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 Office of Employee and Labor Relations in person or by mail at the conclusion of the leave. If not filed prior to return to service, the report must be filed within the first two (2) ensuing pay periods. The salary warrant for the third (3rd) 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 Office of Employee and Labor Relations 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 Office of Employee and Labor Relations within ten (10) days on Form C138, or by letter to which a doctor's statement verifying the illness or injury is attached. Such communication, either Form C138 or letter, should be forwarded by certified mail.
- c. Change of Plan: All changes of Retraining and Study Leave plans following approval of the original plan must be filed on the appropriate form. Changes will be authorized only if in conformance with established criteria. Disapproval of change could result in failure to meet leave requirements, therefore, request for change approval should be filed prior to change.

13. Policy on Incomplete Leaves

- a. Failure to Complete Requirements Due to Injury or Illness: Interruption of the program of Retraining and Study Leave caused by serious injury or illness during said leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such employee under the terms of the leave agreement, provided:

- 1) Notification as soon as practicable of injury or illness during Retraining and Study Leave is given to the Vice Chancellor 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 Office of Employee and Labor Relations 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.
 - 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 Vice Chancellor of Human Resources, or their 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 Human Resources Division. 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 a majority shall be considered non approval. If a leave is not approved, the employee shall be given the reason for non approval. 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 Office of Employee and Labor Relations 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 Office of Employee and Labor Relations 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 Office of Employee and Labor Relations 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 their 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.

U. Part-Time Service Leave (Mandatory)

1. 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. 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 effective the date the change(s) become(s) effective.

The following language has been taken from the 1997 Education Code Section 88038 and is included for informational purposes. Employees contemplating a reduction in service as described below should verify the provisions contained in the Educational Code at the time the leave is to be taken. Education Code provisions in effect at the time the leave is granted will govern the terms and conditions of this leave.

Reduction in workload from full-time to part-time; regulations

- a. The classified employee shall have reached the age of 55 prior to reduction in workload.
- b. The classified employee shall have been employed full-time in a classified position for at least ten years of which the immediately preceding five years were full-time employment.
- c. During the period immediately preceding a request for a reduction in workload, the classified employee shall have been employed full-time in a classified position for a total of at least five years without a break in service.
- d. The option of part-time employment shall be exercised at the request of the classified employee and can be revoked only with the mutual consent of the employer and the classified employee.
- e. The classified employee shall be paid a salary which is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they had remained in full-time classified employment.

The classified employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time classified employee.

- f. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the classified employee's contract of employment during his or her final year of service in a full-time classified position.
- g. The period of part-time classified employment shall not exceed five years.
- h. The period of the part-time classified employment shall not extend beyond the end of the school year during which the classified employee reaches his or her 70th birthday.

V. Family and Medical Leave (Mandatory)

1. **Definition.** Pursuant to the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), a Family and Medical Leave is one granted to an employee who is compelled to be absent from duty due to:
 - the employee's own serious health condition (as defined in the FMLA or CFRA) which makes it impossible to perform essential job functions;
 - the birth or adoption of a child;
 - receiving a child for foster care;
 - leave to care for a "family member" (as defined in C.1 above) or an employee's "designated person" (as defined below) with a serious health condition;
 - "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty or was aggravated by service in the line of duty on active duty in the Armed Forces; or
 - a qualifying exigency arising from an employee's family member being on active duty military or called to active military duty.

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

- a. 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) who require supervision or active help in performing several activities of daily living.
- b. common law husbands and wives.

- c. for purposes of this section, a “designated person” means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per twelve (12) month period.

2. Requirements

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

3. Certification. Employee must provide certification as required by law.

4. 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, except that leave shall be granted for a maximum of twenty-six (26) weeks for leave to care for a covered servicemember. It cannot be carried over from year to year.

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 spouses both work for the District, and are both eligible for leave, they can each have up to twelve (12) weeks of leave for birth, adoption, foster care, or caring for a family member with a serious health condition as defined in C.1 above.

Related leaves include Family Illness, Illness, Pregnancy Disability Leave and Parental Leave, Child Care or Parental, and Rest. Benefits under this leave section run concurrently with leave benefits allowed under Family Illness, Illness, Pregnancy Disability Leave and Parental Leave, Child Care or Parental, and Rest Leaves.

- 5. Compensation.** No salary will be paid by the District for the period of the leave. However, employees may elect to take any available paid illness and vacation leaves in lieu of unpaid Family and Medical Leave.
- 6. Effect on Benefits**
- a. Employees on Family and Medical Leave shall be covered by District Hospital and 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. Time on Family and Medical Leave does count as service in meeting requirements for other types of leaves.
- 7. Request Procedure.** The employee shall furnish evidence to their immediate supervisor that leave taken in accordance with the provisions of this section is in connection with family illness. The employee shall notify their immediate supervisor if any of the circumstances necessitating the leave change.
- 8.** Members are encouraged to review contract language for general information concerning available leaves. If more information is needed, members can send specific questions to hrhelpdesk@laccd.edu for a detailed response.

W. Reproductive Loss Leave (Mandatory)

- 1. Definition.** A reproductive loss event as defined in Government Code 12945.6. Reproductive loss events are as follows:
- a. Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
 - b. Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
 - c. Miscarriage: May be a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual who would have been a parent as a result of the pregnancy.
 - d. Stillbirth: May be a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual that would have been a parent as a result of the pregnancy.

- e. **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.
2. **Requirements.** Employees are eligible for reproductive loss leave if they've been working for the employer for at least thirty (30) days prior to the leave's start and suffer a qualifying event.
 3. **Length of Leave.** An employee shall be allowed up to 5 days of unpaid reproductive loss leave within 3 months. The five (5) days of leave don't need to be consecutive. However, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under another leave entitlement (e.g. PDL, CFRA, etc.), then the employee may complete their reproductive loss leave within three (3) months of the end of the other leave. Employees who experience more than 1 reproductive loss are limited to 20 days of reproductive loss leave within a 12-month period.
 4. **Compensation.** Unpaid leave. Applicable quotas such as vacation, personal leave, illness, or compensatory time off may be used concurrently for Reproductive Loss Leave.
 5. **Documentation.** No documentation to certify reproductive loss leave is required.

Article 20 Remote Work

- A.** The District and the AFT recognize that both employers and employees may benefit from remote work and agree that remote work is at the sole discretion of the District and is a privilege and not an entitlement of employment. Participation in remote work must ensure that no impact on student access, operations of the district, or instruction and services to students or the community occur. Remote work must be in the best interest and serve the needs of the individual college campuses, the Educational Services Center (ESC), and the communities they serve.
- B.** Remote work will be in accordance with Administrative Procedure 7280. The District and AFT will meet and negotiate over any bargainable impacts of any changes to the Administrative Procedure.

Article 21 Health and Welfare Master Benefits Agreement

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

The [Master Benefits Agreement](#) can be found online at:

<https://studentlaccd.sharepoint.com/:b:/s/laccd/offices/ELR/EULeSz6gXAFOqsuWUOSnApUBmO1BhwHmeW2i9nAjUEV02A?e=InuvQN>

Employees may print a hard copy of the Master Benefits agreement from their worksite’s Payroll and or Personnel Office.

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). Should a question arise regarding an employee's granting of authorization to the AFT, the AFT will provide sufficient information to confirm the authorization. A grievant shall also be entitled to represent themselves (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. **Release 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 release 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 Representative's regularly scheduled release time, they shall be released from their 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 grievance 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 their 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 Employee and Labor Relations and shall be kept separate from the personnel files of all the participating parties.
9. Both parties to the grievance have a professional obligation to act in a cooperative and respectful manner to facilitate an early adjustment of the grievance.
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.

F. Procedure

Unit members are encouraged to attempt to resolve issues by initiating informal discussions. Such attempts in no way diminish a unit member's right to pursue a formal grievance under Step One.

1. **Step One.** Within twenty (20) 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. 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 their 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 Employee and Labor Relations for an arbitration 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 Employee and Labor Relations shall make arrangements for the joint selection of an arbitrator.

Selection of Arbitrators. The District and the AFT shall jointly prepare a request for proposal (RFP) to be sent to prospective arbitrators or arbitration panels. After reviewing responses to the RFP, the District and the AFT shall either:

- 1) select a group consisting of no fewer than five (5) and no 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
- 2) 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) days of striking, the Office of Employee and Labor Relations shall contact the remaining arbitrator. Should they not be available to hold a hearing within sixty (60) days of the contact, the Office of Employee and Labor Relations shall contact the last arbitrator struck from the list and contact them in accordance with the above procedure. The process shall be repeated until an arbitrator is obtained who is available within the sixty (60) 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 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.

- 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 Employee and Labor Relations.
- e. The Office of Employee and 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 their 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 recorded and conducted in person or by virtual hearing. 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 Employee and 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) days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) 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 thirty (30) calendar days of the termination of the hearing. The findings, conclusions and recommendations shall be final and binding on both parties.
- l. The Board and AFT will share equally the payment of the services and expenses of the arbitrator.
- m. All documents and communications related to the process of the grievance shall be filed with the Office of Employee and Labor Relations and shall be kept separate from the personnel files of the participating parties.

G. Mediation

1. With the mutual agreement of the grievant and or the AFT and the District, mediation shall be available as an alternative to the formal grievance procedure for the resolution of disputes during any of the formal steps of the process. Timelines will be held in abeyance during any pending mediation. The mediator for each mediation shall be jointly selected by the AFT and the District unless otherwise agreed. The costs of mediation shall be shared equally by the AFT and the District, unless otherwise agreed.
2. 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 mediation shall either terminate in a written settlement agreement or a reinstatement of the formal grievance procedure.

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 day 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 their previous step advancement provided that they have completed at least 130 days in paid status in regular assignments in the class during the twelve (12) monthly pay periods since the preceding advancement. In the event that the employee does not meet the paid status requirement provided above, their step advancement shall be effective as of the first day of the pay period which follows their completion of such 130 days in paid status in regular assignments in the class.
3. 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 their step advancement is due, no change in their cycle of step advancement shall occur.
 - b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date their step advancement is due, it shall become effective as of the first day of the pay period which follows their completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.
4. The following actions shall not affect the employee's cycle of step advancement:
 - a. Reallocation
 - b. Change to an equal or lower class

5. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:
 - a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for their class as of the first day of the pay period in which the accelerated step or shortened range became effective, provided that they meet the paid status requirement.
 - b. A person initially employed in a class on an accelerated hiring step or with a shortened salary range shall advance to the next higher step of the schedule for their class on the first day of the pay period in the next salary year which corresponds in number to the pay period in which they were appointed, provided that they meet the paid status requirement. Subsequent advancements shall be based on the cycle thus established.
6. An employee who changes from a flat hourly rate to a rate on a salary schedule shall receive their initial step advancement in the class as of the first day of the pay period which follows their completion of 130 days in paid status in regular assignments in the class following such change.

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

7. An employee not serving in their regular assignment shall be treated as follows:
 - a. An employee who is temporarily serving in a limited-term assignment in an equal or higher class shall receive credit toward step advancement in their regular class during the period of their limited-term assignment, their step in the limited-term assignment shall not be adjusted unless an adjustment is necessary to maintain a differential over their current regular rate as determined by the District.
 - b. An employee who has been promoted to a regular position but returns to a lower class before completing their probationary period in the higher class shall receive credit towards step advancement in the lower class for the full period of their service in the higher class. If their anniversary date in the lower class has passed while they were serving in the higher class, they will receive a step advancement when assigned to the lower class, provided that they have met the requirements of this Article. For future step advancement their anniversary date in the lower class will be retained.

c. An employee who is on leave of absence from their regular class in order to serve in an apprentice class shall not receive credit toward step advancement in the former class during such period of leave. If they return to their former class upon termination of leave of absence, they shall be placed at the flat hourly rate of the class or at that step of the schedule which is closest to their current apprentice rate.

8. 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.

9. 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. Mandatory Step Advancement. The Board of Trustees shall not withhold step advancement.

D. Career Increments and Longevity

All regular employees assigned to the Clerical and Technical Unit shall be eligible for a Career Increment and Longevity in accordance with the following schedule:

Years of Service	Increment per Month Effective July 1, 2023	Increment per Month Effective July 1, 2024	Increment per Month Effective July 1, 2025
5 years but less than 10	\$84.90	TBD	TBD
10 years but less than 15	\$123.50	TBD	TBD
15 years but less than 20	\$169.78	TBD	TBD
20 years or more	\$216.14	TBD	TBD

Employees shall receive the appropriate Career Increment and Longevity the pay period following July 1st of each calendar year.

E. Education Differential

Employees who have earned academic degrees above the job specifications for their classification or position shall be eligible for the following Education Differentials (i.e. the highest degree attained over what is required for the classification):

Degree	Differential per Month Effective July 1, 2023	Differential per Month Effective July 1, 2024	Differential per Month Effective July 1, 2025
Associate Degree	\$73.70	TBD	TBD
Bachelor Degree	\$91.70	TBD	TBD
Master Degree	\$109.72	TBD	TBD
Doctorate Degree	\$308.52	TBD	TBD

In order for a Unit 1 employee to be eligible for an Education Differential, they must present the District with evidence of an earned degree from an accredited institution of higher education. Such evidence shall be in the form of an official transcript sent directly to the District by the institution which awarded the degree, or an official sealed transcript provided by the employee. A foreign degree must be determined to be equivalent to a U.S. degree by an accrediting agency approved by the District. Employees shall be eligible for the Education Differential the pay period following the receipt of proof of the degree.

F. Computing Differentials

Unit 1 employees who provide documentation of having successfully completed training leading to Microsoft Office Specialist (“MOS”) certification or Network+ Certification, and who have received such certification, shall receive a differential of \$163.72 effective July 1, 2023.

- 1. MOS Certification.** The Microsoft Office Specialist (“MOS”) certification shall be valid for three (3) years from the date of issuance. To renew eligibility for the computing differential after three (3) years, an employee must present proof of having successfully tested for and received a current MOS certification for the version of MS Office that is in use at their worksite. The certification shall remain valid for purposes of the computing differential, on a year-to-year basis, until a new certification is offered by Microsoft.

2. Network+ Certification. Information Technology. Employees who serve in the designated information technology classifications may qualify for the Network+ certification differential upon completion of certification. The Network+ certification shall be valid for three (3) years from the date of issuance. To renew eligibility for the Network+ certification after three (3) years, an employee must present proof of having successfully tested for and received the most current Network+ certification that exists at the time of retesting. The certification shall remain valid for purposes of the Network+ differential, on a year-to-year basis, until a new certification is offered. Notwithstanding the above provisions in sections 1 and 2, 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 who qualify shall receive either the MOS or the Network+ certification but not both. Employees shall be eligible for the differential the month following the receipt of the proof of certification.

G. Bilingual Differential. To be eligible for a Bilingual Differential, an employee must meet the conditions and fulfill the requirements stated in Personnel Guide B 349 and Personnel Commission Rule 588.

H. Salary Increase

1. Reserve Requirement

The District and the AFT have agreed that before the salary augmentation is implemented, a 10% reserve, which is comprised of the contingency reserve and general reserve, must be identified by June 30th of each fiscal year. If the reserve on July 1st does not meet the reserve requirement for the fiscal year, the District and AFT agree that the application of funds received from the State Cost of Living Adjustment shall be used to meet the reserve requirement. Funds remaining after the reserve requirement is met will be distributed proportionately to employees using the salary augmentation scheme below.

2. Cost of Living Adjustment (COLA)

Subject to the 10% reserve requirement, when the District receives COLA above zero percent (0%), approved, funded, and provided by the State for fiscal years 2023-24, 2024-25, and 2025-26, the District will increase salaries by the same percentage increase.

3. Additional Increases

The District will allocate a percentage equaling 2.0% for fiscal year 2023-24, 1.0% for fiscal year 2024-25, and 1.0% for fiscal year 2025-26, as increases to

the base salary. This will apply to all elements of the salary schedule including steps, attendance incentive, career increments and longevity, and differentials.

I. Provisions of Internal Revenue Code

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.

J. Wage Parity

Should another bargaining unit receive a greater salary schedule increase during the term of the agreement, said difference shall be applied to this bargaining unit.

Article 24 Committees and Shared Governance

Shared Governance: The set of practices under which District and College employees participate in decisions about the operation of their institutions. The District and Colleges are committed to, and encourage, full participation from Clerical and Technical Unit employees.

A. Worksite and Districtwide Committees and Shared Governance

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

AFT may appoint at least one (1) member to any selection, hiring committee or panel for the following positions: Chancellor, Deputy Chancellor, Vice Chancellors, Director of Business Services, Director of Diversity, Equity, Inclusion, and Accessibility, College President, and Vice Presidents. Only the AFT shall appoint Unit 1 members to selection, hiring committees or panels per Human Resource Guide R-112. The AFT Chapter Chair at the worksite shall receive formal notice when a hiring committee is being established in accordance with the Guidelines for Notification.

1. As the Exclusive Representative, the AFT shall make all appointments of its members to any and all Shared Governance Committees and hiring, selection committees or panels.
2. The AFT and the LACCD agrees that the College President (or designee) or District Office Deputy Chancellor (or designee) and the AFT Chapter Chair shall maintain a written process to provide written notice to AFT of selection, hiring committee or panel formation.
 - a. The composition of any selection, hiring committee or panel shall not be finalized, and the selection, hiring committee or panel shall not meet until or unless the AFT has been notified of the selection, hiring committee or panel formation.
3. There shall be no retaliation or adverse action taken by any District employee against any other District employee based on participation in the creation, implementation or enforcement of this article.

As the exclusive representative, the AFT shall make all appointments to any and all committees. The District and AFT shall comply with the provisions of SB 235 (California Administrative Code section 51023.5 and Education Code sections 70901 and 70901.2).

B. Classified Service Committee

The District and 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 and 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 a 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 personnel issues.
2. Review concerns from management and classified staff.
 - a. Appropriate release time shall be granted to employees invited by the Committee to address it.
3. Examine Education Code and corresponding Personnel Commission Rules.

C. Release Time. The bargaining unit members of these committees shall have released time to carry out the obligations of this Article.

D. Committees of Mutual Interest

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.

Article 25 Employee Assistance Program (EAP)

The Employee Assistance Program (EAP) is designed to assist individual employees and provide them access to professional services, including but not limited to personal counseling services conducted in a confidential manner, to address a variety of personal wellness issues. The District and the AFT, as part of the Joint Labor Management Benefits Committee, shall evaluate the Employee Assistance Program as needed and make a recommendation to the Board of Trustees concerning the program.

As agreed to in the Master Health Benefits Agreement Article 21.I.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 Article 21.I.A.1 of the Master Benefits Agreement), and their dependents, shall be eligible for participation in the Employee Assistance Program.

Article 26 Air Quality Management District (AQMD) Compliance

In compliance with the requirements of the South Coast Air Quality Management District's (AQMD) Rule 2202, the AFT and the Los Angeles Community College District agree that alternatives should be available to the colleges and the administrative office to promote trip reduction measures.

To comply with AQMD Rule 2202, the District shall provide transit information to its employees on how to form carpools as well as other work site mitigation efforts as approved by AQMD.

The Los Angeles Community College District is required to comply with South Coast Air Quality Management District (AQMD) Rule 2202, "On-Road Motor Vehicle Mitigation Options." Rule 2202 includes the obligation to develop methods to mitigate the effects of morning commutes. These methods are site-specific, must respond to local campus or worksite conditions, and must receive AQMD approval.

After it has been approved by AQMD, the local AFT Chapter Chair shall be provided a copy of the worksite's annual plan, including any AQMD modifications.

Proposed alternatives not listed shall be considered only after consultation between the AFT and the District.

Plans may include the following kinds of mitigation efforts:

1. Implement a "4 days 10 hours" or a "9 days 80 hours" workweek in accordance with the Memoranda of Understanding agreed upon by the District and the AFT, and in accordance with Article 12.A.2 of the Agreement (Appendices H and I).
2. Provide preferential parking places for carpoolers.
3. Provide transit passes or transit pass subsidies to those who agree not to travel by private automobile to work.
4. Institute a "guaranteed ride home program" in an emergency for those who rideshare, van pool or use public transportation to get to and from work. Since "the guaranteed ride home program" can take many forms the entity transporting the employee home will be responsible for providing appropriate insurance coverage. 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.
5. 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.
6. Provide for payroll deduction for van pool fees.

7. 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.
8. 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.
9. Telecommute

Article 27 Term of Agreement and Renegotiations

- A. Term:** This Agreement is for the period July 1, 2023 to June 30, 2026. 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.
- B.** This Agreement shall constitute the full and complete commitment between both parties.
- C.** Negotiations for a successor Agreement shall commence upon request of either the District or the AFT at any time after January 1, 2026.

Execution of Agreement

DocuSign Envelope ID: 5F3D9AE9-B120-431B-A0F9-335C0A159AE0



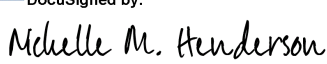
A Union of Professionals
Staff Guild
Local 1521A

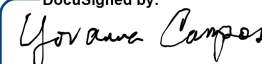
EXECUTION OF AGREEMENT


In witness whereof, the parties execute this Agreement on the 10th day of April, 2024.

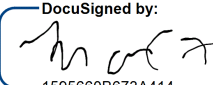
LOS ANGELES COMMUNITY COLLEGE DISTRICT

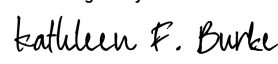
AFT STAFF GUILD, LOCAL 1521A


DocuSigned by:

By: _____
Nichelle M. Henderson, President
Board of Trustees


DocuSigned by:

By: _____
Yovanna Campos, MBA, Chief Negotiator
AFT Staff Guild, Local 1521A


DocuSigned by:

By: _____
Francisco C. Rodriguez, Ph.D.
Chancellor


DocuSigned by:

By: _____
Martha Figueroa, CFT Field Representative
AFT Staff Guild, Local 1521A

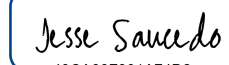
DocuSigned by:

By: _____
Kathleen Burke, Ed.D.
Interim Deputy Chancellor

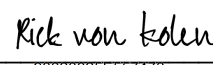
DocuSigned by:

By: _____
Luukia Smith, Executive Director/Monitor
AFT Staff Guild, Local 1521A

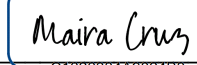
DocuSigned by:

By: _____
Teyanna Williams, J.D.,
Vice Chancellor, Human Resources

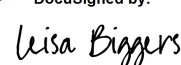
DocuSigned by:

By: _____
Andrea Edwards
AFT Staff Guild, Local 1521A
West Los Angeles College

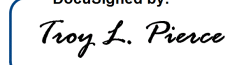
DocuSigned by:

By: _____
Armida Ornelas, President
Los Angeles Mission College

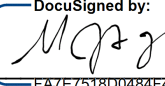
DocuSigned by:

By: _____
Jesse Saucedo
AFT Staff Guild, Local 1521A
West Los Angeles College

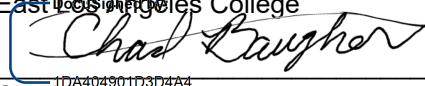
DocuSigned by:

By: _____
Rick von Kolen, Director
Employee and Labor Relations, ESC

DocuSigned by:

By: _____
Maira Cruz
AFT Staff Guild, Local 1521A
East Los Angeles college

DocuSigned by:

By: _____
Leisa Biggers, Director
Human Resources, ESC

DocuSigned by:

By: _____
Troy L. Pierce
AFT Staff Guild, Local 1521A
East Los Angeles College

DocuSigned by:

By: _____
Mary-Jo Apigo, Vice President
Academic Affairs
Los Angeles Pierce College

DocuSigned by:

By: _____
Chad Baugher
AFT Staff Guild, Local 1521A
Los Angeles Valley College

DocuSigned by:
Matthew Jordan
By: 400EA545CF6C4B0...
Matthew Jordan, Vice President
Academic Affairs
Los Angeles Valley College

DocuSigned by:
Rolf Schleicher
By: 73CE2CA1492D401...
Rolf Schleicher, Vice President
Administrative Services
Los Angeles Pierce College

DocuSigned by:
J Gordon
By: C88F1D0EF8334AE...
Jeanette Gordon
Vice Chancellor/Chief Financial Officer, ESC

DocuSigned by:
Carmen Lidz
By: 3C42899C5585413...
Carmen Lidz, Vice Chancellor
Chief Information Officer, ESC

DocuSigned by:
Emmy Stovall
By: C3258AC22DA946E...
Emmy Stovall, Division Operations
Specialist (Conf.), ESC

DocuSigned by:
Claudia Abad
By: 865D0472C7424C2...
Claudia Abad, Employee and Labor
Relations Specialist, ESC

DocuSigned by:
Malocca L Hawkins
By: FB402B7948214C9...
Malocca Hawkins, Sr. Employee and Labor
Relations Specialist, ESC

DocuSigned by:
Aleta Campbell
By: 0A2106E4DA8A4C7...
Aleta Campbell
AFT Staff Guild, Local 1521A
Los Angeles Valley College

DocuSigned by:
Natalie Embrey
By: 734E888888748C...
Natalie Embrey
AFT Staff Guild, Local 1521A
Los Angeles City College

DocuSigned by:
Lori Hunter
By: 81919C2D3A89485...
Lori Hunter
AFT Staff Guild, Local 1521A
Los Angeles Trade-Tech College

DocuSigned by:
Ana Iniguez
By: B50614B8C040499...
Ana Iniguez
AFT Staff Guild, Local 1521A
Los Angeles Mission College

DocuSigned by:
Sean Khalifehzadeh
By: 11331093F7E9434...
Sean Khalifehzadeh
AFT Staff Guild, Local 1521A
Los Angeles Pierce College

DocuSigned by:
Yung Jun Kim
By: 8CDB1093C27144B...
Yung Kim
AFT Staff Guild, Local 1521A
ESC

DocuSigned by:
Andy LaBrune
By: 44ADEE892B7544B...
Andy LaBrune
AFT Staff Guild, Local 1521A
Los Angeles Harbor College

DocuSigned by:
Maria Mancía
By: 9EFF5200DAB6406...
Maria Mancía
AFT Staff Guild, Local 1521A
West Los Angeles College

DocuSigned by:
Ruben Villanueva
By: 8E7AE79A2862400...
Ruben Villanueva
AFT Staff Guild, Local 1521A
Los Angeles Southwest College

DocuSigned by:
Rowena Smith-Kersaint
By: FE8FED7741D34EB...
Rowena Smith-Kersaint
AFT Staff Guild, Local 1521A
East Los Angeles College

DocuSigned by:
Hazel Alonzo
By: _____
Hazel Alonzo
AFT Staff Guild, Local 1521A
ESC

DocuSigned by:
Jo-Ann Haywood
By: _____
Jo-Ann Haywood
AFT Staff Guild, Local 1521A
West Los Angeles College

DocuSigned by:
Mario Perez
By: _____
Mario Perez
AFT Staff Guild, Local 1521A
Los Angeles Valley College

DocuSigned by:
Kristine Ayvazyan
By: _____
Kristine Ayvazyan
AFT Staff Guild, Local 1521A
Los Angeles Pierce College

Appendix A Clerical and Technical Classifications in Unit 1

Academic Scheduling Specialist	Athletic Trainer
Accountant	Auditor
Accounting Assistant	Cashier
Accounting Technician	Chemistry Laboratory Technician
Administrative Assistant	Child Development Center Assistant
Administrative Intern	Child Development Center Assistant (Infant Care)
Administrative Operations Technician	College Store Assistant (Intermittent Employment)
Admissions and Records Assistant	College Store Buyer
Admissions and Records Evaluation Technician	Community Services Aide
Applications Developer/Programmer	Community Services Assistant
Art Gallery Preparator	Computer Laboratory Assistant
Assignment Auditor	Computer Systems Operator
Assistant Accounting Systems Analyst	Construction Inspector
Assistant Administrative Analyst	Cosmetology Laboratory Technician
Assistant Applications Developer/Programmer	Curator of Educational Programs, Vincent Price Art Museum
Assistant Auditor	Data Management Support Assistant
Assistant ERP Functional Business Analyst	Division Operations Specialist
Assistant Financial Aid Systems Specialist	Electronics Laboratory Technician
Assistant Financial Analyst	Employee Health and Wellness Specialist
Assistant Personnel Analyst	Engineering Laboratory Technician
Assistant Procurement Specialist	Exam Proctor
Assistant Research Analyst	Executive Assistant
Assistant SAP ABAP Programmer	Facilities Operations Technician
Assistant Technology Services Specialist	Financial Aid Assistant

Financial Aid Technician	Instructional Assistant, Registered Veterinary Technology
Foundation Development Assistant	Instructional Media Technician
Graphic Design Assistant	Lead Support Services Assistant
Human Resource Assistant	Library Assistant
Instructional Aide, Liberal Arts	Library Technician
Instructional Assistant, Administration of Justice	Life Sciences Laboratory Technician
Instructional Assistant, Architecture	Network Engineer
Instructional Assistant, Art	Office Assistant
Instructional Assistant, Assistive Technology	Online Multimedia Specialist
Instructional Assistant, Automotive Technology	Online Technical Support Assistant
Instructional Assistant, Child Development	Patient Care Simulation Technician
Instructional Assistant, Computer Applications and Office Technologies (CAOT)	Payroll Assistant
Instructional Assistant, Culinary Arts	Payroll Systems Technician
Instructional Assistant, Dental Hygiene	Physical Sciences Laboratory Technician
Instructional Assistant, Dietetics	Piano Accompanist/Coach
Instructional Assistant, Industrial Technology	Pool Lifeguard
Instructional Assistant, Information Technology	Procurement Specialist
Instructional Assistant, Journalism	Procurement Technician
Instructional Assistant, Language Arts	Registration Assistant (Intermittent Employment Only)
Instructional Assistant, Math	Reprographic Equipment Operator
Instructional Assistant, Media Arts	Secretary
Instructional Assistant, Music	Senior Accounting Technician
Instructional Assistant, Nursing	Senior Administrative Assistant
Instructional Assistant, Photography	Senior Cashier
	Senior Exam Proctor
	Senior Human Resources Assistant
	Senior Network Engineer

Senior Office Assistant	Stock Control Assistant
Senior Payroll Systems Technician	Student Health Center Assistant
Senior Sign Language Interpreter Specialist	Student Programs Specialist
SFP-Program Office Assistant	Student Recruiter
SFP-Program Specialist	Student Recruitment Coordinator
SFP-Program Technician	Student Services Aide
Sign Language Interpreter Specialist I	Student Services Assistant
Sign Language Interpreter Specialist II	Student Services Specialist
Software System Engineer	Student Support Services Coordinator
Special Services Assistant	Student Support Services Representative
Sports Event Technician	Technology Services Specialist
Sports Information Specialist	Web Architect
Sports Photographer/Videographer	Web Designer
Stock Control Aide	Youth Camp Assistant

Appendix B Employee Performance Evaluation

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In): <https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Performance Evaluation for Classified Employees

Employee Information

Name:

Employee Number:

Classification:

Division or College:

Evaluation Period:

Status (choose one):

Probationary

Permanent

Ratings:

A – Exceeds Work Performance Standards

B – Meets Performance Standards

C – Below Work Performance Standards

Note: Performance Evaluations for permanent employees shall be made by the supervisor or evaluator. (See Article 16.B.1)

Performance Standards	A	B	C	Comments
<p>1. Quality of Work: Consider the employee's job knowledge and the extent to which the employee is accurate, neat, well organized, and thorough.</p>				
<p>2. Quantity of Work: Consider the extent to which the amount of work produced meets reasonable standards.</p>				

Performance Standards	A	B	C	Comments
<p>3. Work Habits: Consider the extent to which the employee shows good daily attendance, is punctual, orderly, complies with rules, regulations and instructions, and works without immediate supervision.</p>				
<p>4. Personal Qualities: Consider the extent to which the employee uses good judgment, shows initiative, and adapts to emergency and new situations. Personal qualities also include personal hygiene.</p>				

Performance Standards	A	B	C	Comments
<p>5. Relationship with Others: Consider the extent to which the employee works effectively and courteously with fellow employees, with students and the public.</p>				
<p>6. Supervisory Qualities (If applicable): Consider the extent to which the employee exhibits leadership, impartiality and fairness in making decisions. Shows good judgment in assigning work and communicates effectively. Assignments are completed in an effective and timely manner.</p>				

Performance Standards	A	B	C	Comments
7. Overall Performance:				

General Comments or Comments on Other Factors not Listed Above.

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

Supervisor (Choose one)

Yes

No

Employee (Choose one)

Yes

No

Signatures

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

Employee Response Attached (Choose one)

Yes

No

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Next Level of Authority Name

Next Level of Authority Signature

Date

Instructions for Preparing Performance Evaluations

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

A. Probationary employees shall be evaluated during the second (2nd) and fourth (4th) months of their probationary period.

B. Permanent employees shall be evaluated once a year by June 30th.

2. The Person Completing the Evaluation:

Shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or who is most closely acquainted with the employee's work performance. In the event an employee worked for more than one

supervisor during the reporting period, a separate form should be completed by each supervisor under whom the employee has worked more than 120 working days.

3. Before Making the Evaluation, the Supervisor is Requested to:

Verify that the name, employee number, class title, Division or College, and reporting period dates for each employee are correct.

4. An Employee's Work Performance Shall be Evaluated by:

Placing a check mark (✓) in the appropriate box ("Exceeds Work Performance Standards," "Meets Work Performance Standards," or "Below Work Performance Standards") next to the standard being reported. In addition, the supervisor should state in the "Comments" space the suggestions they gave to the employee on how to improve their work performance standards, or why the employee's performance exceeds the standards.

5. The Supervisor May:

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

6. The Supervisor Shall:

A. Place comments for all ratings.

B. Hold a conference with each employee for whom an evaluation is completed.

Note: The form may be completed at the time of the conference if the supervisor so wishes.

C. Explain to each employee:

- (1) The reasons for the individual ratings and overall performance evaluation,
- (2) The kind of work performance expected, and
- (3) The comments including specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

D. Discuss any questions that the evaluatee has concerning their job and or the responsibilities and duties assigned.

- (1) If the employee feels that the evaluation is improper, they may go to the supervisor's immediate supervisor to resolve differences. No regular employee shall be denied this privilege.

E. Sign the performance evaluation form and obtain the signature of the employee.

F. Submit the completed form to their immediate supervisor for review and signature.

G. Retain a copy of the performance evaluation form for the campus personnel file.

- H. Give the employee a copy of the completed form.
- I. Send the original copy to the Human Resources Division to be placed in the employee's personnel file.

7. Additional Forms Which May Be Used by the Supervisor:

- A. A notice of outstanding work performance is available to provide a record of commendation for outstanding work performance in regular day-to-day activities or in an unusually difficult and or emergency situation. A notice of outstanding work performance may be completed and filed at any time considered appropriate by the employee's supervisor.
- B. A notice of unsatisfactory service is available to:
 - (1) Provide a written record of an employee's unsatisfactory service.
 - (2) Provide a written confirmation that the employee has been told of their unsatisfactory service.
 - (3) Prepare for further disciplinary action such as suspension, demotion, or dismissal.

The notice of unsatisfactory service is given to the employee whenever their services are unsatisfactory.

- 8. If additional comments pertaining to the employee's performance are entered on the form subsequent to the evaluation conference, the employee must be advised of such comments.

Definition of Columns

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

Appendix C Mandatory Diversity, Equity, Inclusion, and Accessibility Evaluation

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In): <https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Diversity, Equity, Inclusion, and Accessibility Evaluation Form

Instructions

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

Attach additional pages as necessary.

Evaluee Information:

Name of Evaluee:

Location:

Job Title:

Evaluation Period:

From

To

1. Cultural Competency

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

Comments:

2. Self Reflection, Self Assessment, and Self Improvement

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

Comments:

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

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

Comments:

4. Data

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

Comments:

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

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

Comments:

6. Service

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

Comments:

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

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

Comments:

8. Professional Development

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

Comments:

9. Connected to Mission

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

Comments:

10. Employee Interactions

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

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

Comments:

Statement Review

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

Employee Signature:

Date:

Name of Supervisor:

Supervisor Title:

Signature of Supervisor:

Name of First Reviewer:

First Reviewer Title:

Signature of First Reviewer:

Name of Second Reviewer:

Second Reviewer Title:

Signature of Second Reviewer:

Appendix D Notice of Outstanding Work Performance



LOS ANGELES COMMUNITY COLLEGE DISTRICT NOTICE OF OUTSTANDING WORK PERFORMANCE

Name _____ Employee Number _____
Last First

College/Division _____ Classification _____

The employee named above is commended for outstanding work performance for the period beginning _____ and ending _____. Below are specific examples or explanatory comments of the outstanding work performance of the employee:

Signature of Supervisor	Title	Date
-------------------------	-------	------

Signature of Employee	Title	Date
-----------------------	-------	------

Signature of Reviewer (Optional)	Title	Date
----------------------------------	-------	------

Instructions for Preparing Notices of Outstanding Work Performance

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

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

Appendix E Notice of Unsatisfactory Service

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In): <https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Notice of Unsatisfactory Service for Classified Employee

Office of Employee and Labor Relations
Human Resources Division
Los Angeles Community College District
770 Wilshire Boulevard, Second Floor
Los Angeles, CA 90017

Employee Information

Name	Employee Number
College or Division	Classification

This Notice is issued for the period from _____ to _____

Recommendation for discipline (if any):

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

1. This Notice is issued for the following causes (see Instructions Section for a listing of causes):

See attached.

2. The charges, which support the above causes, are specified on the attached pages.

See attached.

3. Informal and formal conferences and counseling were conducted with the employee on (attach additional pages as necessary):

See attached.

4. The following directions and suggestions have been made to facilitate this employee's improvement (attach additional pages as necessary). If none, so state: (See attached)
See attached.

Signatures

Immediate Supervisor Date

Next higher level supervisor Date

President, Vice Chancellor Or Chancellor Date: mm/dd/yyyy

Employee Date

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

Witness (in the event employee refuses to sign Notice)

Date

Note: If employee is unavailable to sign, please send to Employee and Labor Relations for issuance by certified mail.

Instruction for Preparation and Issuance of Notice of Unsatisfactory Service Form

1. **Preparation** – Prepare an original and two (2) copies of the form as follows (refer to Personnel Guide B478)
 - a. Indicate name, employee number, college and classification at top of form.
 - b. Enter the specific period during which the employee’s services were unsatisfactory, making certain that the dates cited encompass the earliest and latest dates referred to in the charges.
 - c. If discipline (suspension, demotion or dismissal) is recommended, indicate the level of discipline.
 - d. In section 3, list the dates, if any, on which informal and formal conferences were held with the employee. Attach a sheet with a brief chronological synopsis of what was covered during each of those meetings.
 - e. In section 1, indicate the Causes for issuing the Notice; choose one or more causes from among the following causes as set forth in Personnel Commission Rule 735 that best describes the unsatisfactory performance:
 1. Incompetence
 2. Inefficiency
 3. Insubordination
 4. Willful misconduct or any other willful failure of good conduct tending to injure the public service.
 5. Inattention to or dereliction of duty.
 6. Willful and persistent violation of the provisions of the Education Code, public policy or policies, rules, regulations, or procedures adopted by the Board of Trustees or the Personnel Commission.
 7. Dishonesty.
 8. Discourteous, abusive, or threatening language or behavior directed toward any person, including sexual harassment, racial harassment, or other legally prohibited actions or behavior.
 9. Immoral conduct.
 10. Appearing for work under the influence of alcohol or controlled substance or using alcohol or a controlled substance illegally while on duty.
 11. Conviction of any controlled substance offense as defined in Education Code Section 87011.
 12. Failure to abide by the conditions of an agreement regarding participation in an alcohol or substance abuse rehabilitation program.
 13. Frequent unexcused absence or tardiness.

14. Abuse of leave privileges by habitual use of leave for trivial indispositions or by absence so frequent that the efficiency of the service is impaired.
 15. Absence without leave or abandonment of position.
 16. Failure to disclose material facts or the making of any false or misleading statement on any official document of the District or Personnel Commission.
 17. Failure to report for a health examination after reasonable notice.
 18. The discovery or development during an initial probationary period of any physical, emotional, and or mental condition which precludes an employee from satisfactorily performing the essential duties of the position classification to which assigned.
 19. Failure to disclose material facts regarding criminal records.
 20. Failure to report for review of criminal records after reasonable notice.
 21. One or more criminal convictions which indicate that the person is a poor employment risk in the job classification he or she holds.
 22. Conviction of any sex offense as defined in Education Code Section 87010.
 23. Engagement in political activities during assigned hours of employment.
 24. Advocacy of overthrow of the government of the United States or the State of California by force, violence or other unlawful means.
 25. Knowingly becoming or knowingly remaining a member of the Communist Party on or after November 12, 1952, as defined by Education Code Section 88122.
 26. Active participation by a management or confidential employee in the affairs of an employee organization which is an exclusive representative.
 27. Unauthorized use or abuse of District or student body property.
 28. Failure to successfully complete a training program or to meet a special entrance qualification that is required for a job classification.
2. **Issuance** – Arrange to meet with the employee to issue the Notice of Unsatisfactory Service. You should have a witness with you during the meeting.
 3. **Signature** – Request that the employee sign Form C1065 as an indication that they have received a copy of the form. If the employee refuses to sign the form, have a witness sign Form C1065 and initial and date all other documents attached to it. If the employee is not available to be served with the Notice, forward it to Employee and Labor Relations for service via certified mail.

4. Distribution –

- a. Original – Forward to Office of Employee and Labor Relations Immediately.
- b. Copy 1 – To employee
- c. Copy 2 – College files
- d. Original and Copy 1 (To Office of Employee and Labor Relations if the employee refused to sign or take copy or was unavailable to do so)

Appendix F Employee Grievance Form

Access an Accessible Fillable PDF Form of [Employee Grievance Form](#) at the following webpage:

[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Employee%20Grievance%20Form%20HR%20C2024%20\(AI\).pdf?csf=1&web=1&e=83iBNv](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Employee%20Grievance%20Form%20HR%20C2024%20(AI).pdf?csf=1&web=1&e=83iBNv)



Employee Grievance Form

Instructions

Section 1 through 9 must be completed by the grievant (please type or print).

One copy of this form must be submitted to the respondent. The appropriate grievance procedure as outlined in your collective bargaining agreement must be followed.

1. Grievant (Full Name):

2. Work Site:

3. Job Title (Position):

4. Employee Number:

5. Names of Union Representatives if any.

6. Office or Department:

Grievance

7. Grievance Step:

Authority Name:

Authority Job Title:

8. Clearly and concisely state your grievance: indicate the alleged misinterpretation, misapplication, or violation of specific provisions of the Agreement and or any other applicable provisions, statutory and constitutional rights, and rules, regulations, policies and procedures of the LACCD, and or the Personnel Commission (Attach additional sheets if necessary.)

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

Signature of Grievant:

Date

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

Appendix G Pay Scale Effective July 1, 2023

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Academic Scheduling Specialist	2442	N/A	\$5,954.89	\$6,282.41	\$6,627.95	\$6,992.48	\$7,377.07
Accountant	1163	N/A	\$6,524.16	\$6,882.99	\$7,261.56	\$7,660.94	\$8,082.30
Accounting Assistant	1348	N/A	\$4,565.32	\$4,816.42	\$5,081.32	\$5,360.79	\$5,655.63
Accounting Technician	1328	N/A	\$5,081.32	\$5,360.79	\$5,655.63	\$5,966.69	\$6,294.86
Administrative Assistant	2478	N/A	\$4,739.23	\$4,999.89	\$5,274.89	\$5,565.01	\$5,871.08
Administrative Intern	5090	N/A	\$5,986.80	\$6,316.08	\$6,663.46	\$7,029.95	\$7,416.60
Administrative Operations Technician	2460	N/A	\$5,350.19	\$5,644.45	\$5,954.89	\$6,282.41	\$6,627.95
Admissions and Records Assistant	2598	N/A	\$4,396.04	\$4,637.82	\$4,892.90	\$5,162.01	\$5,445.92
Admissions and Records Evaluation Technician	2596	N/A	\$5,445.92	\$5,745.44	\$6,061.44	\$6,394.82	\$6,746.54
Applications Developer/Programmer	1093	N/A	\$9,387.35	\$9,903.65	\$10,448.35	\$11,023.01	\$11,629.28
Art Gallery Preparator	5253	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Assignment Auditor	1209	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Accounting Systems Analyst	1311	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Administrative Analyst	5084	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Applications Developer/Programmer	1145	N/A	\$7,577.63	\$7,994.39	\$8,434.09	\$8,897.96	\$9,387.35
Assistant Auditor	1224	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant ERP Functional Business Analyst	5450	N/A	\$7,602.54	\$8,020.68	\$8,461.81	\$8,927.21	\$9,418.21
Assistant Financial Aid Systems Specialist	2575	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Financial Analyst	5087	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Personnel Analyst	5018	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Procurement Specialist	5124	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Research Analyst	2081	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Assistant Sap ABAP Programmer	5427	N/A	\$8,643.09	\$9,118.46	\$9,619.98	\$10,149.08	\$10,707.28

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Technology Services Specialist	1102	N/A	\$6,098.87	\$6,434.31	\$6,788.19	\$7,161.54	\$7,555.43
Athletic Trainer	5310	N/A	\$6,963.35	\$7,346.33	\$7,750.38	\$8,176.65	\$8,626.37
Auditor	1216	N/A	\$8,254.86	\$8,708.88	\$9,187.87	\$9,693.20	\$10,226.33
Cashier	5166	N/A	\$3,888.83	\$4,102.71	\$4,328.36	\$4,566.42	\$4,817.57
Chemistry Laboratory Technician	5254	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Child Development Center Assistant	4529	N/A				\$3,527.37	\$3,721.38
Child Development Center Assistant (Infant Care)	4531	N/A				\$3,527.37	\$3,721.38
College Store Assistant (Intermittent Employment)	5172	\$20.16	\$3,494.40				
College Store Buyer	5162	N/A	\$4,817.57	\$5,082.54	\$5,362.08	\$5,656.99	\$5,968.13
Community Services Aide	5064	N/A	\$4,375.06	\$4,615.69	\$4,869.55	\$5,137.38	\$5,419.94
Community Services Assistant	5062	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Computer Laboratory Assistant	4595	N/A	\$4,375.06	\$4,615.69	\$4,869.55	\$5,137.38	\$5,419.94
Computer Systems Operator	1149	N/A	\$5,356.65	\$5,651.26	\$5,962.08	\$6,290.00	\$6,635.95
Construction Inspector	1596	\$70.55	\$12,228.67				
Cosmetology Laboratory Technician	5257	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Curator of Educational Programs, Vincent Price Art Museum	5156	N/A	\$6,714.35	\$7,083.64	\$7,473.24	\$7,884.27	\$8,317.90
Data Management Support Assistant	1158	N/A	\$5,342.72	\$5,636.57	\$5,946.58	\$6,273.64	\$6,618.69
Division Operations Specialist	2083	N/A	\$8,254.86	\$8,708.88	\$9,187.87	\$9,693.20	\$10,226.33
Electronics Laboratory Technician	4558	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Employee Health and Wellness Specialist	5082	N/A	\$8,254.86	\$8,708.88	\$9,187.87	\$9,693.20	\$10,226.33
Engineering Laboratory Technician	5261	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Exam Proctor	2293	\$24.33	\$4,217.20				
Executive Assistant	2431	N/A	\$6,627.95	\$6,992.48	\$7,377.07	\$7,782.81	\$8,210.86
Facilities Operations Technician	2445	N/A	\$5,954.89	\$6,282.41	\$6,627.95	\$6,992.48	\$7,377.07
Financial Aid Assistant	2584	N/A	\$4,396.04	\$4,637.82	\$4,892.90	\$5,162.01	\$5,445.92

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Financial Aid Technician	2582	N/A	\$5,486.47	\$5,788.22	\$6,106.57	\$6,442.43	\$6,796.77
Foundation Development Assistant	5098	N/A	\$4,892.90	\$5,162.01	\$5,445.92	\$5,745.44	\$6,061.44
Graphic Design Assistant	4625	N/A	\$5,365.83	\$5,660.95	\$5,972.30	\$6,300.78	\$6,647.32
Human Resources Assistant	2278	N/A	\$4,660.72	\$4,917.06	\$5,187.50	\$5,472.81	\$5,773.81
Instructional Aide-Liberal Arts	4589	N/A	\$4,375.06	\$4,615.69	\$4,869.55	\$5,137.38	\$5,419.94
Instructional Assistant-Administration of Justice	4587	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Architecture	5259	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Art	5252	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Assistive Technology	4584	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Automotive Technology	4577	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Child Development	4583	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Computer Applications and Office Technologies (CAOT)	4582	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Culinary Arts	4578	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Dental Hygiene	5266	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Dietetics	4581	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Industrial Technology	5275	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Information Technology	4569	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Journalism	5270	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Language Arts	4560	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Math	4579	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Media Arts	5271	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Music	5268	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Nursing	4580	N/A					\$7,166.34

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Assistant-Photography	5273	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Assistant-Registered Veterinary Technology	4586	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Instructional Media Technician	4571	N/A	\$5,365.83	\$5,660.95	\$5,972.30	\$6,300.78	\$6,647.32
Lead Support Services Assistant	4765	N/A	\$5,363.20	\$5,658.17	\$5,969.37	\$6,297.69	\$6,644.06
Library Assistant	2621	N/A	\$4,373.23	\$4,613.76	\$4,867.51	\$5,135.23	\$5,417.66
Library Technician	2618	N/A	\$4,867.51	\$5,135.23	\$5,417.66	\$5,715.64	\$6,030.00
Life Sciences Laboratory Technician	5263	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Network Engineer	1096	N/A	\$9,126.15	\$9,628.09	\$10,157.63	\$10,716.30	\$11,305.70
Office Assistant	2694	N/A	\$4,098.69	\$4,324.11	\$4,561.94	\$4,812.85	\$5,077.55
Online Multimedia Specialist	4620	N/A	\$8,234.87	\$8,687.79	\$9,165.62	\$9,669.72	\$10,201.56
Online Technical Support Assistant	4622	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Patient Care Simulation Technician	5258	N/A					\$6,714.35
Payroll Assistant	1347	N/A	\$4,905.59	\$5,175.40	\$5,460.05	\$5,760.35	\$6,077.17
Payroll Systems Technician	1338	N/A	\$5,175.40	\$5,460.05	\$5,760.35	\$6,077.17	\$6,411.42
Physical Sciences Laboratory Technician	5274	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Piano Accompanist/Coach	5378	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Pool Lifeguard	5383	\$21.16	\$3,667.73				
Procurement Specialist	5123	N/A	\$8,254.86	\$8,708.88	\$9,187.87	\$9,693.20	\$10,226.33
Procurement Technician	5140	N/A	\$5,081.32	\$5,360.79	\$5,655.63	\$5,966.69	\$6,294.86
Registration Assistant (Intermittent Employment Only)	2680	\$22.79	\$3,950.27				
Reprographic Equipment Operator	4770	N/A	\$4,818.58	\$5,083.60	\$5,363.20	\$5,658.17	\$5,969.37
Secretary	2480	N/A	\$4,257.98	\$4,492.17	\$4,739.23	\$4,999.89	\$5,274.89
Senior Accounting Technician	1325	N/A	\$5,655.63	\$5,966.69	\$6,294.86	\$6,641.08	\$7,006.34
Senior Administrative Assistant	2468	N/A	\$5,274.89	\$5,565.01	\$5,871.08	\$6,193.99	\$6,534.66
Senior Cashier	2136	N/A	\$4,328.36	\$4,566.42	\$4,817.57	\$5,082.54	\$5,362.08
Senior Exam Proctor	2283	\$27.08	\$4,693.87				

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Human Resources Assistant	2270	N/A	\$5,187.50	\$5,472.81	\$5,773.81	\$6,091.37	\$6,426.40
Senior Network Engineer	1079	N/A	\$10,157.63	\$10,716.30	\$11,305.70	\$11,927.51	\$12,583.53
Senior Office Assistant	2425	N/A	\$4,561.94	\$4,812.85	\$5,077.55	\$5,356.82	\$5,651.44
Senior Payroll Systems Technician	1317	N/A	\$5,760.35	\$6,077.17	\$6,411.42	\$6,764.04	\$7,136.07
Senior Sign Language Interpreter Specialist	4551	N/A	\$7,427.25	\$7,835.75	\$8,266.72	\$8,721.39	\$9,201.06
SFP Program Office Assistant	5999	N/A	\$4,268.27	\$4,503.02	\$4,750.69	\$5,011.98	\$5,287.64
SFP Program Specialist	5997	N/A	\$6,550.46	\$6,910.73	\$7,290.82	\$7,691.82	\$8,114.87
SFP Program Technician	5998	N/A	\$5,287.64	\$5,578.46	\$5,885.27	\$6,208.96	\$6,550.46
Sign Language Interpreter Specialist I	4557	N/A			\$5,995.40	\$6,325.15	\$6,673.03
Sign Language Interpreter Specialist II	4556	N/A	\$6,673.03	\$7,040.05	\$7,427.25	\$7,835.75	\$8,266.72
Software Systems Engineer	1045	N/A	\$10,855.85	\$11,452.93	\$12,082.84	\$12,747.39	\$13,448.50
Special Services Assistant	5038	N/A	\$4,375.06	\$4,615.69	\$4,869.55	\$5,137.38	\$5,419.94
Sports Event Technician	5388	\$21.09	\$3,655.60				
Sports Information Specialist	2115	N/A	\$5,703.03	\$6,016.69	\$6,347.61	\$6,696.73	\$7,065.05
Sports Photographer/Videographer	5387	\$21.09	\$3,655.60				
Stock Control Aide	5292	N/A	\$4,557.72	\$4,808.39	\$5,072.85	\$5,351.86	\$5,646.21
Stock Control Assistant	5248	N/A	\$5,072.85	\$5,351.86	\$5,646.21	\$5,956.75	\$6,284.38
Student Health Center Assistant	2600	N/A	\$4,561.94	\$4,812.85	\$5,077.55	\$5,356.82	\$5,651.44
Student Programs Specialist	5049	N/A	\$6,663.46	\$7,029.95	\$7,416.60	\$7,824.51	\$8,254.86
Student Recruiter	5042	N/A	\$5,419.94	\$5,718.03	\$6,032.52	\$6,364.31	\$6,714.35
Student Recruitment Coordinator	5040	N/A	\$6,714.35	\$7,083.64	\$7,473.24	\$7,884.27	\$8,317.90
Student Services Aide	5048	N/A	\$4,396.04	\$4,637.82	\$4,892.90	\$5,162.01	\$5,445.92
Student Services Assistant	5046	N/A	\$5,445.92	\$5,745.44	\$6,061.44	\$6,394.82	\$6,746.54
Student Services Specialist	5044	N/A	\$6,746.54	\$7,117.60	\$7,509.07	\$7,922.06	\$8,357.78
Student Support Services Coordinator	5039	N/A	\$6,746.54	\$7,117.60	\$7,509.07	\$7,922.06	\$8,357.78
Student Support Services Representative	5051	N/A	\$4,637.82	\$4,892.90	\$5,162.01	\$5,445.92	\$5,745.44

Job Title	Job Code	Flat Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Technology Services Specialist	1101	N/A	\$7,555.43	\$7,970.98	\$8,409.38	\$8,871.90	\$9,359.85
Web Architect	1134	N/A	\$9,628.07	\$10,157.62	\$10,716.29	\$11,305.68	\$11,927.49
Web Designer	1141	N/A	\$8,199.40	\$8,650.36	\$9,126.14	\$9,628.07	\$10,157.62
Youth Camp Assistant	5385	\$18.95	\$3,284.67				

Appendix H MOU 4/10 Workweek Schedule

1. In accordance with Article 12, Section 5 of the contract between the Los Angeles Community College District and the American Federation of Teachers College Staff Guild, Local 1521A, AFL-CIO, Clerical-Technical Unit employees on a voluntary basis shall be assigned to a normal workweek to consist of four (4) consecutive ten (10) hour days in accordance with a schedule mutually agreed to by the college and the employee, if the need for such a schedule exists, with the following provisions:
 - a. For purposes of vacation, as defined in Article 10 (Vacation) of the contract, paid leaves which are charged to illness leave balances, as defined in Article 19, Section P (Personal Necessity) and Industrial Accident Leave, as defined in Article 19, Section I (Industrial Accident Leave) employees shall be charged on an hour-for-hour basis; for instance, if an employee is absent on any of the above leaves one (1) day during a normal four (4) day forty (40) hour workweek, his/her appropriate leave balance shall be charged with ten (10) hours.
 - b. In the event an employee is summoned for jury duty, his/her workweek shall revert to a five (5) day, eight (8) hour per day, forty (40) hour per week workweek. The employee shall be required to work those days, or portions thereof, in accordance with Article 19, Section J (Jury Duty Leave) of the contract.
 - c. For purposes of Bereavement Leave, as defined by Article 19, Section C of the contract, "working days" are to be defined as the employee's normally assigned workday (e.g. eight hours or ten hours or fractions thereof).
 - d. When an employee is granted released time to attend classes in accordance with the Affirmative Action program provisions, the employee shall be excused from making up half the time.
2. Employees shall be entitled to lunch and breaks in accordance with Article 12; during weeks in which they work four (4) days, ten (10) hours per day, four (4) days per week, employees shall accumulate one-half (1/2) hour per week of unused, paid lunch. This time shall be applied to days designated as holidays in Article 11 of the Agreement between the AFT and the District, so that employees working such a schedule shall be granted ten (10) hours off for each of the twelve (12) days currently designated as holidays.

If a holiday falls outside an employee's four-day work schedule, the employee shall receive a holiday on the workday immediately preceding or following the designated holiday.

Because employees on the four (4) day, ten (10) hour per day schedule will not have the advantage of the two (2) fifteen (15) minute breaks which occur on the fifth

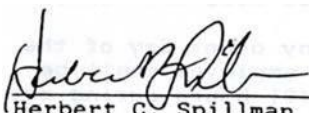
workday of a five (5) day, forty (40) hour week, the thirty (30) minute total of these breaks will be divided evenly between the four workdays, with employees being entitled to a third break to be taken at the end of the eighth hour of their shift.

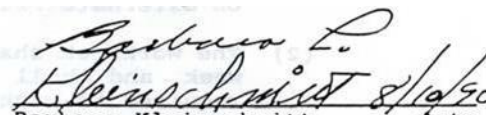
3. The District is mindful that the addition of two (2) hours to create a ten (10) hour shift may cause an employee to become eligible for a shift differential in accordance with Article 12, Section A5 of the agreement.
4. If this procedure is implemented for a designated specific time period and not on an ongoing basis (e.g. summer session), the beginning and ending dates shall be agreed upon by the AFT Chapter Chair at the affected location and the College President or Vice Chancellor or his/her designee.
5. In the event disputes arise regarding the provision of this Memorandum of Understanding or situations not anticipated herein, the AFT and the District shall consult to reach agreement.

The AFT and the District shall consult to reach agreement to reconcile provisions of this Memorandum of Understanding which may be in conflict with the Collective Bargaining Agreement.

6. If two or more employees wish to be assigned to a particular four-day schedule where there is only one opening, (e.g. Monday through Thursday or Tuesday through Friday), the employee with the greatest District seniority shall select his/her preferred schedule unless there is specific reason to assign a particular employee to a schedule based upon that employee's knowledges, skills and/or abilities.

Material retyped September 2006.


Herbert C. Spillman 8/10/92
Principal Employee Relations date
Specialist
Los Angeles Community College District


Barbara Kleinschmitt 8/10/92
President, date
AFT College Staff Guild

Appendix I MOU 9/80 Workweek Schedule

1. In accordance with Education Code Section 88039, the American Federation of Teachers College Staff Guild (AFT) and the Los Angeles Community College District (District) agree that employees in the Clerical/Technical Unit may work a “9/80” work schedule as described below, in accordance with a schedule mutually agreed to by the college/division and the employee, if the need for such a schedule exists, with the following provisions:
 - a. The 9/80 schedule shall consist of nine (9) work days, eight (8) of which shall be nine (9) hour days, and one (1) of which shall be an eight (8) hour day. Overtime shall be paid in accordance with Article 12, Hours and Overtime of the Agreement between the AFT and the District, for time worked in excess of the scheduled work day (for days an employee is scheduled to work nine hours, overtime, when authorized, shall be paid for all time in excess of nine hours; for days when the employee works eight hours, overtime shall be paid for all time in excess of eight hours). In no case shall the total number of regular hours in a month exceed 173.3.
 - b. The 9/80 workweek schedule shall be defined in either of the two following ways:
 - (1) The workweek shall begin on noon Friday and shall end at noon the following Friday, with the employee working nine (9) hours each day, with the exception of alternate Thursdays, when the employee will work eight (8) hours, and on alternate Fridays, when the employee will not work; or
 - (2) The workweek shall begin on noon on any other day of the week, and shall be defined so that no employee shall be required to work in excess of forty (40) hours during any given workweek.
 - c. The 9/80 workweek schedule shall begin on the first or third week of a pay period.
 - d. For purposes of vacation, as defined in Article 10 (Vacation) of the Agreement, employees shall be charged on an hour-for-hour basis. For illness leave as defined in Article 19, Section H, Illness Leave, and paid leaves which are charged to illness leave balances (Personal Necessity, Section P and Industrial Accident Leave, Section I) employees’ illness leave balances shall also be charged on an hour-for-hour basis. For instance, if an employee is absent on any of the above leaves one (1) day during a normal 9/80 workweek schedule, his/her leave balance shall be charged with nine (9) hours of leave or eight (8) hours of leave, as appropriate.
 - e. In the event an employee is summoned for jury duty, his/her workweek shall revert to a five (5) day, eight (8) hour per day, forty (40) hour per week

workweek. The employee shall be required to work those days, or portions thereof, in accordance with Article 19, Section J (Jury Duty Leave) of the contract.

- f. For purposes of Bereavement Leave, as defined by Article 19, Section C of the contract, “working days” are to be defined as the employee’s normally assigned workday (e.g. eight hours or nine hours or fractions thereof).
- g. If one holiday, as defined in Article 11 of the Agreement, falls within the 2-week work schedule, the holiday shall be considered as the eight (8) hour day, and the remaining eight working days shall be 9-hour days.

Employees shall be entitled to lunch and breaks in accordance with Article 12; during alternate weeks in which they work four (4) days, employees shall accumulate one-half (1/2) hour per week of unused, paid lunch. This time shall be applied to holidays which occur in 2-week work schedule periods which contain two or more holidays, so that employees working such a schedule shall be granted nine (9) hours off without loss of pay.

If a holiday falls on an employee’s scheduled non-working day, the employee shall receive a holiday on the workday immediately preceding or following the designated holiday, and time shall be reported in accordance with the above.

If this procedure is implemented for a designated specific time period and not on an ongoing basis (e.g. summer session), the beginning and ending dates shall be agreed upon by the AFT Chapter Chair at the affected location and the College President or Vice Chancellor or his/her designee.

In the event disputes arise regarding the provision of this Memorandum of Understanding or situations not anticipated herein, the AFT and the District shall consult to reach agreement.

The AFT and the District shall consult to reach agreement to reconcile provisions of this Memorandum of Understanding which may be in conflict with the Collective Bargaining Agreement.

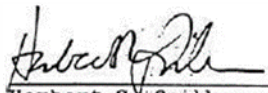
If two or more employees wish to be assigned to a particular 9/80 schedule where there is only one opening, the employee with the greatest District seniority shall select his/her preferred schedule unless there is specific reason to assign a particular employee to a schedule based upon that employee’s knowledges, skills and/or abilities.


Prior to an employee and a supervisor agreeing upon the assignment of the employee to a 9/80 workweek schedule, at least the following subjects, where applicable, shall be discussed during the determination of the schedule: child care needs; the need for a particular day off; and classes in which the employee is currently enrolled, the hours of which would coincide with the new work schedule. The employee shall receive sufficient released time to complete the classes in which currently enrolled, whether or not an approved Career Development Request is on file.

Employees shall not be required to make up half the time.

For succeeding semesters, quarters, or other commonly recognized divisions of the academic year, employees on the 9/80 schedule shall follow the guidelines contained in Article 17 of the Agreement, the District's Career Development Guidelines (issued by the Office of Affirmative Action Programs and Services), and in the Memorandum of Understanding

Material retyped September 2006.


Herbert C. Spillman 7/12/92
Asst. Director, Staff Relations Date

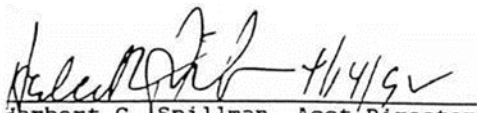

Barbara Kleinschmitt 7/13/92
President, AFT College Staff Guild Date

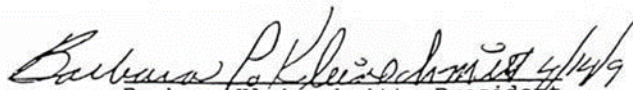
Appendix J MOU 4-Day Workweek Schedule – Career Development

This contract interpretation addresses Article 17, Professional Development and Retraining, of the Agreement between the American Federation of Teachers College Staff Guild, Local 1521A, CFT/AFT, AFL-CIO, and the Memorandum of Understanding (regarding the implementation of the 4-day workweek) entered into by the AFT College Staff Guild and the District on August 10, 1990.

1. The Memorandum of Understanding specifies in paragraph 1.d. that employees who are granted released time under the provisions of the Affirmative Action program to attend classes, shall be excused from having to make up half the time granted as is required of other employees. In addition, it was the intention of the parties to the Memorandum, that employees who opt to work a 4-day, 10 hour per day workweek shall not have current academic pursuits interrupted because of that choice. Therefore, the following provisions shall apply:
 - a. Prior to an employee and a supervisor agreeing upon the assignment of the employee to a 4- day schedule, at least the following subjects, where applicable, shall be discussed during the determination of the schedule: child care needs; the need for a particular day off; and classes in which the employee is currently enrolled, the hours of which would coincide with the new work schedule. The employee shall receive sufficient released time to complete the classes in which currently enrolled, whether or not an approved Career Development Request is on file. Employees shall not be required to make up half the time.
 - b. For succeeding semesters, quarters, or other commonly recognized divisions of the academic year, employees on the 4-day schedule shall follow the guidelines contained in Article 17 of the Agreement, the District's Career Development Guidelines (issued by the Office of Affirmative Action Programs and Services), and in the Memorandum of Understanding. Employees on the 4-day schedule shall not have to make up any of the released time granted for this purpose.
2. When disputes arise regarding the Memorandum of Understanding, the District and the AFT College Staff Guild shall use the consultation process to reach agreement.

Material retyped September 2006.


Herbert C. Spillman, Asst' Director
Staff Relations


Barbara Kleinschmitt, President
AFT College Staff Guild

Appendix K Unfair Practice Settlement Agreement

State of California
Public Employment Relations Board

AFT COLLEGE GUILD, LOCAL 1521A,
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO,
Charging Party

Unfair Practice
Case No. LA-CE-2398
Settlement Agreement

v.

LOS ANGELES COMMUNITY COLLEGE
DISTRICT,
Respondent.

The AFT College Guild, Local 1521A (Guild) and the Los Angeles Community College District (District) agree as follows:

1. Unfair Practice Charge No. LA-CE-2398 is withdrawn with prejudice by the Guild and the Complaint in the above-entitled case is dismissed.
2. The District will reestablish the classification of athletic trainer and immediately make offers of reinstatement to Marie Kinsella and Mike Norris to fill two athletic trainer positions.
 - a. If any of the above individuals is reinstated pursuant to the above provisions, the District will pay its share of the PERS contribution for the period of time he or she was laid off and ceased to perform work in the classified athletic trainer position. The employee or employees will pay PERS the employee contribution.
3. The District will retain the right to employ unclassified athletic trainers, except in identifiable situations where employing such trainers results in the displacement, in whole or in part, of a unit member or results in a reduction of a unit member's hours or pay.
4. The District will pay Marie Kinsella and Mike Norris the amounts of \$2,570.00 and \$4,040.00 respectively as representing lost wages.
5. The District will reimburse Marie Kinsella out-of-pocket fringe benefits in an amount not exceeding \$2,039.31, payment upon production of appropriate receipts.
6. The District will Pay Ross Snyder the amount of \$1,000.00 as lost wages. The District will make an offer of reinstatement to an athletic trainer position to Ross Snyder for the 1987-1988 school year. If the position that is offered to Ross Snyder for the 1987-1988 school

year is a district-wide position, the District will make good faith efforts to avoid a burdensome work schedule.

7. The District will pay Jess Traugher the amount of \$351.00 as lost wages.

8. The District acknowledges that neither classified, temporary classified, unclassified employees (including student workers and program assistants) nor volunteers will be used to perform services previously performed exclusively by bargaining unit employees, without first negotiating the issue with the Guild. The District and the Guild acknowledge that some of the duties performed by the above listed categories of employees (and volunteers) have historically overlapped. Temporary classified, unclassified employees and volunteers, will not be give employment, however, in situations where using them has the effect of reducing the work, hours or pay of unit employees, or where it has the effect of displacing a unit employee.

9. Within the limitations of paragraph 3 and 8 above, the Guild acknowledges that the District retains the right to use four groups of employees – regular classified, temporary classified, unclassified (including student workers and program assistants) and volunteers-to perform the same or similar duties.

10. Vacancies in Unit I classified positions will remain bargaining unit positions when filled.

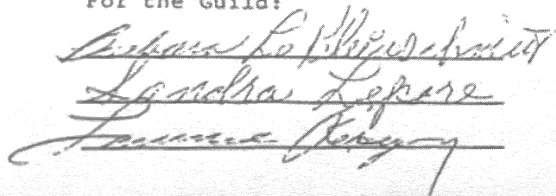
11. When the District places volunteers, the campus representatives of the Guild will be given the completed volunteer forms.

12. Disputes arising out of the above settlement agreement shall be resolved within and through the parties' current contractual grievance/arbitration procedures.

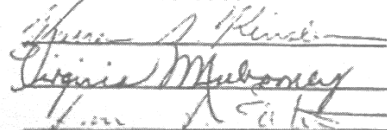
Material retyped September 2006.

DATED: October 2, 1986

For the Guild:

Three handwritten signatures in cursive script, each written over a horizontal line. The signatures appear to be: Deborah L. Pflieger, Sandra Lepore, and Laurie Perry.

For the District:

Three handwritten signatures in cursive script, each written over a horizontal line. The signatures appear to be: James A. Kiniski, Virginia Mulvaney, and Tom A. White.

Appendix L Memorandum of Understanding Retiree Survivors Eligibility

MEMORANDUM OF UNDERSTANDING
Retiree Survivors Eligibility
Article 21., Master Benefits Agreement

The Los Angeles Community College District (the “District”) and the Exclusive Representatives of the District’s employees agree to the following changes (1) concerning survivor eligibility in sections III D, III E 4 of the Master Benefits Agreement and (2) concerning the definition of a surviving spouse or domestic partner in section III C of the Master Benefits Agreement (deleted language is struck out and new language is underlined):

MBA III D

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

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

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

3. The eligibility of a surviving child who is a dependent of a surviving spouse or domestic partner shall terminate when the eligibility of the surviving spouse or domestic partner terminates, unless the eligibility of the surviving spouse or domestic partner terminates because of death, in which case the child shall remain eligible as if the surviving spouse or domestic partner had not died.

MBA III E 4

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

MBA III C

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

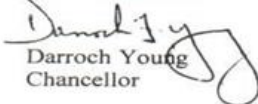
1. a dependent or survivor must be an eligible retiree's:
 - a. spouse on the date of retirement from District service;
 - b. qualified domestic partner as specified in Appendix I, on the date of retirement from District service;
 - c. unmarried dependent child under age 19;
 - d. unmarried dependent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

Justification:

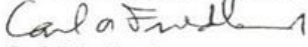
- (1) Concerning survivor eligibility in sections III D, III E 4 of the Master Benefits Agreement—the Parties decided to afford eligible survivors the same opportunity and conditions to re-enroll as retirees have if they failed to re-enroll during the mandatory reenrollment period.
- (2) Concerning the definition of a surviving spouse or domestic partner in section III C of the Master Benefits Agreement—the Parties have agreed to define a spouse or domestic partner as one who must have been such on the date of retirement of the employee to whom they are the survivor. This provision becomes effective at the start of the 2007 plan year. Those who are currently covered but do not meet this new definition are grandfathered under the 2005-2008 agreement as long as all other eligibility criteria are met.

Dated: July 12, 2006

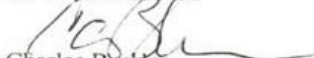
For the District:



 Darroch Young
 Chancellor

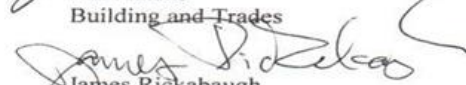
For the Exclusive Representatives:

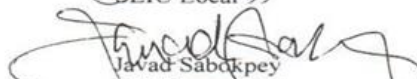

 Carl Friedlander
 AFT Local 1521


 Velma Butler
 AFT Local 1521A


 Charles Bossler
 Teamsters Local 911


 Jim Adams
 Building and Trades


 James Rickabaugh
 SEIU Local 99


 Javad Sabokpey
 SEIU Local 347

Appendix M Vestment for Retiree Benefits

Vestment For Employees Hired Prior to July 1, 1998

Vestment. Notwithstanding District policy concerning vestment of benefits for retirees, effective with the following dates, all employees shall, in order to become eligible for 100% of paid benefits, be continuously employed by the District prior to retirement from the District for the following periods in full-time service or its equivalent:

Years of Service	Date of Hire	Paid Benefits
Three (3) years	Prior to November 21, 1984	100%
Five (5) years	November 21, 1984 through April 23, 1991	100%
Seven (7) years	April 24, 1991 through June 30, 1998	100%

Vestment for Employees Hired After July 1, 1998	Paid Benefits
Ten (10) years but less than 15	50%
Fifteen (15) years but less than 20	75%
Twenty (20) years or more	100%

Appendix N Domestic Partner for Health Insurance

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

1. The employee or retiree, and their domestic partner, must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration, or submit a completed, notarized copy of the Affidavit of Domestic Partnership form to the Health Benefits Section, Human Resources Division.
2. **Application for Coverage:**
 - a. Once an employee has registered their domestic partnership with the District, such domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law as are granted to and imposed upon a licensed marriage.
 - b. The employee may enroll a domestic partner and or their children into health, dental, vision and any other applicable benefit.
3. **Change in Domestic Partnership:**
 - a. Terminations of domestic partnerships must comply with State regulations, including but not limited to Family Code, Section 299(a).
 - b. In the event of the termination of the domestic partnership, the employee must show proof of having filed the Notice of Termination of Domestic Partnership with the California Secretary of State or, if applicable, providing proof of dissolution of domestic partnership through the Superior Court, or submit a subsequent affidavit affirming the dissolution of the domestic partnership.
 - c. The employee must notify the Health Benefits Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Benefits Section for adjustment in coverage.
4. **COBRA Coverage:** Domestic partners are not considered "qualified beneficiaries" under federal COBRA regulations but are eligible for COBRA-like continuation coverage if offered and provided by the insurance carrier(s), and under the terms and conditions of the insurance carrier(s). As such, the District retains the right to modify or terminate this continuation of coverage benefit at any time.

Access an [Accessible Fillable PDF Form of Domestic Partnership Affidavit Form](https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms) at the following LACCD SharePoint site (requires employee SSO Log In):
<https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>

Access an [Accessible Fillable PDF Form of Domestic Partnership Termination Form](https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms) at the following LACCD SharePoint site (requires employee SSO Log In):
<https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Domestic Partnership Affidavit Form

Health Benefits Unit

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

Information

Print Employee Name:

Employee Social Security Number "SSN":

Print Domestic Partner Name:

Domestic Partner Social Security Number "SSN":

Statement

I,
declare that
and I are domestic partners.

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

It is understood that:

1. This declaration shall be terminated upon the death of the domestic partner of the employee or by a change of the circumstances attested to in this Affidavit.
2. We agree to notify the Health Benefits Unit of the LACCD if the domestic partnership no longer meets all of the criteria attested to in this declaration within thirty-one (31) calendar days of the change by filing a Declaration of Termination of Domestic Partnership.

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

Acknowledgements:

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

Employee or Retiree Signature:

Date:

Employee Address:

City:

State:

Zip code:

Domestic Partner Signature:

Date:

Domestic Partner Address:

City:

State

Zip code:

(Seal)

Signature Notary Public:

Date Commission Expires:



Domestic Partnership Declaration of Termination

Health Benefits Unit

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

Information

Print Employee Name:

Employee Social Security Number "SSN":

Date of Declaration:

Statement

I,

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

Name of Domestic Partner:

Reason for Termination

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

change of circumstances attested to in the Affidavit of Domestic Partnership

termination of domestic partnership. Date of termination:

death of domestic partner. Date of death:

marriage to domestic partner. Date of marriage:

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

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

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

Employee Printed Name:

Employee Signature:

Date:

Witness Printed Name:

Witness Signature:

Date:

Appendix O Classified Career Development Guidelines

I. Purpose

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

II. Definition

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

III. Eligibility

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

IV. Program Operation

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

V. Release time

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

VI. Activities Suitable for Career Development

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

used as make up time. Employees should be encouraged to take classes at times which are convenient to the work schedule at their location.

- a. Completion of job-related courses, credit or non-credit, to enhance the employee's capabilities in the current position. The subject matter of the course should relate directly to the job or duties assigned to the employee.
- b. Participation in workshops, seminars or conferences which relate to the employee's professional or career growth within the District.
- c. Completion of credit or non-credit courses which are directly related to promotional positions within the Los Angeles Community College District. The subject matter of the courses should meet the educational requirements of positions for which employees are striving.
- d. Completion of a degree program at an accredited institution of higher learning for eventual promotion into a position in the District requiring a higher degree.

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

VII. Career Development Procedures

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

- a. Employees must fill out and submit to their supervisor, a "Career Development Request and Career Plan" (HR Form F-19) at least a month prior to class registration to allow supervisors to have a workable schedule for their office. The privilege of released time may be exercised only upon authorization by the designated administrator.
- b. After review and recommendation, the supervisor forwards form HR F- 19 to their administrator (designated administrator) for action.
- c. After action by the administrator, the administrator's office makes copies for employee's career development file and returns the form to the supervisor.
- d. Supervisor notifies employee of the outcome of request as soon as possible. If the request is denied, the reason(s) shall be stated on the career development form.

- e. If the request is denied by the supervisor or designated administrator on the basis of work circumstances, the employee may appeal to the next level of authority. If the request is denied based upon the appropriateness of the course or content in relation to the career goal, the employee may then appeal to the Career Development Advisory Committee. A denial appeal from the appropriate administrator or the Career Development Advisory Committee may be appealed to the president or division head whose decision shall be final.
- f. Requests that are denied may be amended and resubmitted or new requests may be submitted by the applicant at a later date for consideration.
- g. Upon the completion of, or withdrawal from a course, a copy of the employee's grade report, or Form HR F-20, shall be submitted to the supervisor and forwarded to the appropriate office for inclusion in the employee's career development file to indicate progress toward the career goal.
- h. Completion of courses under this program will not relieve an employee of the need to meet the current entrance qualifications of the class for which applying.
- i. If an employee drops the class, the employee must immediately inform the supervisor and the privilege of released time will cease. Failure to comply with this notification requirement will result in the employee having to make up or reimburse the District for total hours allowed from the time the employee dropped the class.
- j. Modifications and extensions of original requests because of illness or emergency situations directly involving the employee may be granted by the designated administrator upon written request.



Career Development Request

Human Resources Division

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

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

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

1. Last Name: _____ First Name: _____

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

5. This program is scheduled from:

Start Date (mm/dd/yyyy):

End Date (mm/dd/yyyy):

6. Class Details

Days of class:

Time Begin:

Time End:

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

Schedule Line	Day	Time
1		
2		
3		

Employee Signature:

Date:

Supervisor Status (Choose one.):

Approved

Denied

Supervisor Signature:

Date:

Designated Administrator Status (Choose one.):

Approval

Denied

Designated Administrator Signature:

Date:

Request denied because:



Career Development Plan

Human Resources Division

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

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

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

Briefly describe your career goal:

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

Number	Course	Number of Units	Expected Date of Completion
1			
2			

Number	Course	Number of Units	Expected Date of Completion
3			
4			
5			
6			
7			
8			
9			
10			

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



Career Development Class Completion

Human Resources Division

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

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

Name of Employee:

Enrolled Class, Workshop, etc.:

Status of Program (Choose one.):

Has not successfully completed this program.

Has successfully completed this program.

Program grade:

Date class began:

Date class ended:

Total number of hours of the course:

Instructor's Name:

Instructor's Signature:

Date:

Appendix P Harassment (non-sexual) Complaint

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In): <https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Harassment (non-sexual) Complaint Form

Instructions

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.

Copy to: College President or Department Head

Do Not Use This Form If you are physically injured or the victim of a crime; you should file a Workers' Compensation Claim and or a police report.

Human Resources Division

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

Compliant Details

Employee Name

Date

Worksite

Employee Number

Department or Division

Shift

Office Hours

Extension

Home Phone

Status (Choose one option):

Permanent

Probationary

Part-time

Other

Job Classification

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

Relief or Remedy Sought (Attach additional sheets if necessary)

Supervisor Information

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

Supervisor Name

Date

Complainant's Signature

Appendix Q Request for Regular Classified Employee To Work A Certificated Assignment

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In):
<https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Request for Regular Classified Employee to Work a Certificated Assignment

Instructions:

Classified employees requesting a certificated assignment must complete this form. A certificated assignment which falls within their regular classified assignment requires approval for an adjusted schedule prior to accepting the certificated assignment. For more information, please refer to Human Resources Guide P-130, Additional Assignments and your respective bargaining agreement. Any requests for an adjusted schedule will be reviewed on a case-by-case basis on the recommendation of the immediate supervisor and the approval of the appropriate College President or Vice Chancellor or designee.

Employee: Complete Sections 1 through 3 and submit completed form to your immediate supervisor.

Distribution: Upon completion of the form, the College President or Vice Chancellor or designee is to retain the original form and provide a copy to the employee, immediate supervisor, and to the Human Resources Division.

Send a copy of the completed form to:

Human Resources Division

Assignments and Administrative Unit
770 Wilshire Boulevard, Fourth Floor
Los Angeles, CA 90017

Please Note: Each semester or term request must be on a separate form. Requests should be received at least three (3) weeks prior to the semester.

No employee shall commence a certificated assignment until receiving full approval.

1. Employee Information

Name of Employee:

Employee Number:

College or Division:

Department:

Extension:

Job Title:

2. Request for Approval of Certificated Assignment:

Requested Semester (Choose one.):

Fall

Spring

Summer

Winter

Requested Year:

Certificated Assignment Work Location:

Certificated Assignment Days and Hours:

Modality (Choose one):

In-person

Online

Hybrid

Specific Time Period (Day and Month)

Beginning Date:

Ending Date:

Adjusted Work Schedule Request:

I understand a certificated assignment cannot be accepted until approval has been received. Once approved, no changes to the adjusted schedule can be made without prior approval.

3. Signature of Applicant:

Date

4. Signatures and Request Status:

Immediate Supervisor (Choose one):

Recommended

Not Recommended

If not recommended, provide comments:

Immediate Supervisor Name

Immediate Supervisor Signature

Date

College President or Vice Chancellor or designee (Choose one):

Approved

Denied

If not approved, provide comments:

Administrator Name

Administrator Signature

Date

MOU # 2016-01
Article 17

Memorandum of Understanding

The following Memorandum of Understanding (MOU) between the American Federation of Teachers College Staff Guild, Local 1521A; the American Federation of Teachers College Faculty Guild, Local 1521; the LACCD Administrators Association/Teamsters Local 911; and the Los Angeles Community College District serves to clarify the rights and functional oversight of Faculty Department Chairs to Classified Support Staff in the Chairs' departments.

Department Chair's and Dean's Duties in Relation to Classified Support Staff

1. The supervising dean and the department chair will meet to review the classified position description to ensure that the classified support staff in the chair's department work within the duties and responsibilities of the classified staff's classification. The department chair will monitor and provide the day-to-day work direction of the classified staff.

2. After the dean and chair have met, the department chair will meet with the classified support staff to review those duties and job responsibilities.

The department chair's duties include the following:

3. The department chair will provide work direction and oversee the assigned duties of the classified support staff.

4. The department chair will notify the dean when appropriate training is necessary or requested by the classified support staff.

5. The department chair will forward to the dean for approval all classified support staff requests for work schedule change.

6. The department chair will forward to the dean for approval all classified support staff requests for leaves, including illness/injury; vacation; conferences; work related events and other valid and necessary absences.

7. The department chair will forward to the dean all ergonomic requests by the classified support staff.

8. The department chair will refer to the dean for approval of all classified support staff overtime requests.

9. The department chair will initial and forward to the dean all classified support staff time sheets for the dean to sign.

The dean's responsibilities include the following:

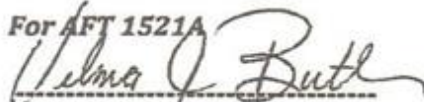
10. The dean will share with the department chair all release time schedules for the classified support staff.

11. The dean will prepare the classified support staff performance evaluation, and, for that evaluation, the department chair will provide in writing to the dean any appropriate observations, input, feedback, and recommendations.

12. The dean will receive and process any and all classified support staff contractual grievances.

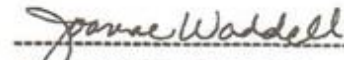
Dated: March 22, 2016

For AFT 1521A



Velma Butler, President

For AFT 1521



Joanne Waddell, President

For Teamsters Local 911



Luis Dorado, President

For the District



Francisco Rodriguez, Chancellor


Appendix S Notification Procedure for Hiring, Selection Committees or Panels

Notification Procedure for Hiring, Selection Committees or Panels


The AFT College Staff Guild and the Los Angeles Community College District agree to the following regarding Article 24 of the 2011-2014 collective bargaining agreement.

1. As the Exclusive Representative, the AFT Staff Guild shall make all appointments of its members to any and all Shared Governance Committees and hiring, selection committees or panels.
2. The AFT Staff Guild and the LACCD agrees that the College President (or designee) or District Office Deputy Chancellor (or designee) and the AFT Staff Guild Chapter Chair shall negotiate by August 31, 2013 a written process to provide written notice to the Staff Guild of selection, hiring committee or panel formation.
 - a. If no agreement is negotiated by August 31, 2013 then the President, Deputy Chancellor or their designee shall be responsible for providing written notice to the Staff Guild Chapter chair no fewer than five (5) working days before the first meeting of any selection, hiring committee or panel.
 - b. The composition of any selection, hiring committee or panel shall not be finalized and the selection, hiring committee or panel shall not meet until or unless the Staff Guild has been notified of the selection, hiring committee or panel formation.
3. There shall be no retaliation or adverse action taken by any District employee against any other District employee based on participation in the creation, implementation or enforcement of Appendix W.

Material retyped October 2022.


Adriana Barrera, Chancellor
Los Angeles Community College
District

August 2, 2013
Date


Velma Butler, President
AFT College Staff Guild, Local 1521A

August 6, 2013
Date

Appendix T Selection Committee Participation for AFT Local 1521A

Access [Human Resources Guide HR R-112](#) at LACCD SharePoint site (requires employee SSO Log In):

[https://studentlaccd.sharepoint.com/sites/laccd/offices/HR/SitePages/Human-Resources-\(HR\)-Guides.aspx](https://studentlaccd.sharepoint.com/sites/laccd/offices/HR/SitePages/Human-Resources-(HR)-Guides.aspx)

Appendix U Remote Work Policy

The Board of Trustees delegates to the Chancellor the authority to establish and implement general procedures for considering and permitting certain District employees the use of remote work on a discretionary basis as a viable work option where there are clearly defined benefits for the operations of the District and the support of its students. The District recognizes the benefits of such work options for employees when both District and employee needs can be addressed.

The implementation of the District's remote work policy and agreement is at the sole discretion of the District and should not be considered a right or benefit of employment.

This policy may be discontinued at any time.

[Board Policy 7280](#) can be found online at:

<https://go.boarddocs.com/ca/laccd/Board.nsf/goto?open&id=CG4KHL4F0C10>

[Administrative Procedure 7280](#) can be found online at:

<https://go.boarddocs.com/ca/laccd/Board.nsf/goto?open&id=CJUL9755349E>

Appendix V Application for Tuition Reimbursement for Professional Development (Non-Faculty)

Access Accessible Fillable PDF Forms at LACCD SharePoint site (requires employee SSO Log In): <https://studentlaccd.sharepoint.com/sites/laccd/offices/laccd-forms>



Application for Tuition Reimbursement for Professional Development (Non-Faculty)

Instructions

Complete one application per semester, quarter, seminar, workshop, or activity; if attending multiple institutions per quarter or semester, complete separate application for each. Submit completed form no earlier than 30 days prior to courses start date and no later than the end of the fourth week of classes to the Assignment and Administrative Services Unit, Human Resources Division, District Office.

Human Resources Division
Assignment and Administrative Services Unit
770 Wilshire Boulevard, 4th Floor
Los Angeles CA 90017

Employee Information

Name Employee Number

LACCD Email Address

Home Address

City State Zip

Employee Unit

Employee Status (choose one):

Regular

Full Time

Part Time

Acting

Office or Work Location:

Current Position:

LACCD Phone Number:

I request approval for reimbursement of tuition that will be paid for the following courses, workshops, conferences, or institutes:

Name of Accredited Institution or Entity Offering Activity:

Location where activity will be offered:

List duties in current assignment (required).

Describe how the proposed course, workshop or seminar relates to the current classification or position (required).

Describe how the proposed course, workshop or seminar relates to promotional opportunities and or career ladder, or will result in more effective administrative service to the District (required).

By signing below, I acknowledge that the requested reimbursement amount is contingent upon the current tuition reimbursement limits established by my collective bargaining unit and the availability of funds during the current fiscal year.

Applicant Signature

Date

For Office Use Only

Encumbrance

Fiscal Year

Amount

Date

Initials

Recorded

Waitlist

Glossary of Collective Bargaining Terms

AAA: See American Arbitration Association

Administrative law judge: An employee of the Public Employment Relations Board (PERB) who conducts unfair practice hearings and issues proposed decisions, which become final and binding on the parties unless appealed to the board.

AFL-CIO: American Federation of Labor and Congress of Industrial Organizations A voluntary federation of national and international labor unions.

AFT: See American Federation of Teachers

AFT 1521A: The exclusive representative for all employees in the clerical and technical unit of the Los Angeles Community College District.

Agency fee: A provision in bargained contracts requiring non-union members to pay their bargaining agent an amount equal to or slightly less union dues.

Agency shop (Union shop): A requirement, usually contained in a negotiated agreement, that all employees in a bargaining unit pay a fee (often called a “fair share” or “service” fee) covering the cost of representation to the employee organization that is the exclusive representative of the unit.

Agreement: A written, negotiated contract between the employer and the recognized exclusive representative of employees in a bargaining unit that sets

out conditions of employment (wages, hours, benefits, etc.) for a stated period of time.

American Arbitration Association (AAA): A private organization that is used to provide lists of arbitrators, oversight of elections.

American Federation of Teachers (AFT): The nationwide organization of affiliated local unions and state federations that develops nationwide policy, lobbies at the federal level, coordinates activities, and provides assistance to locals.

Arbitration: A method of resolving disputes between an employer and employee organization by submitting the dispute to a neutral third party (or tripartite panel) whose decision is binding. Grievances or “rights” arbitration is usually the final step in a negotiated procedure for resolving disputes over interpretation or application of an existing bargaining agreement.

Arbitrator: A neutral third party who awards a decision after reviewing the positions and differences of both parties.

Bargaining agent: The organization legally recognized to represent employees in the bargaining unit – the Union.

Bargaining rights: A legally recognized right to represent employees in bargaining with the employer.

Bargaining Unit: A group of employees constituting an appropriate unit for purposes of representation by an employee organization in relations with the employer.

Board of Trustees: The elected body that governs the Los Angeles Community College District. The Board consists of seven seats elected at large.

Bumping: A process whereby an employee may displace a less senior employee from a job under certain circumstances including a reduction in work force or a layoff.

CBA: Collective Bargaining Agreement

Academic Certificated employee: An academic employee who is qualified by a certificate or credential to perform a particular educational service, such as classroom teacher, counselor, or psychologist, as defined in the Ed. Code

Certification: Formal recognition by the appropriate state agency that a majority of members of the bargaining unit have selected an organization to represent them as the exclusive bargaining representative for all members of the bargaining unit.

Classified employee: In the LACCD, an employee occupying a Merit System position, the classification and selection of which is governed by the Personnel Commission.

Collective Bargaining: An on-going exclusive relationship between an employer and a union in which a written contract is negotiated, implemented, and enforced with regard to the wages, hours, terms of employment and

conditions of work for employees represented by the union.

Confidentiality (Negotiations): The understanding between the parties to negotiations that nothing that they have discussed or the conduct of those discussions will be disclosed except by mutual consent or under specific ground rules.

Confidential employee: An employee who has regular access to, or possesses information relating to the employer's employee relations and are excluded from bargaining units.

Contracting Out/Outsourcing: Employment of outside contractors to perform work previously performed by the employer's employees.

Committee On Political Education (C.O.P.E): A committee that reviews positions of political candidates and monitors legislative issues. C.O.P.E. recommends candidates and issues based on their support or opposition.

Cost of Living Adjustment (COLA): A state budget allotment for a cost of living adjustment to the LACCD that is negotiable for salary increases.

District Office: Educational Services Center (ESC)

Due Process: The constitutional concept of procedural fairness protecting a public employee's employment rights. (See "Skelly Rights")

Duty of Fair Representation (DFR): The obligation of the exclusive representative to represent in good faith all members of the bargaining unit, including non-members of the union.

Education Code: The body of state statutes governing operation of the public school system, including terms and conditions of employment.

Exclusive Bargaining Representative:

An employee organization which has been certified by P.E.R.B. (see definition below) as the exclusive representative of the employees of an appropriate bargaining unit. The employee organization that has won the sole right to represent employees in a bargaining unit and to negotiate an agreement for the unit.

Fact-finding: A method of impasse resolution, usually advisory, that involves investigation of a bargaining dispute by a neutral third party or tripartite panel that reports the results to the parties, usually with recommendations for settling the dispute.

Federal Mediation and Conciliation Service (FMCS):

A federal agency that provides mediation services, lists of arbitrators, and training.

Good Faith Bargaining: Broadly defined as the duty of the parties to meet and negotiate at reasonable times with willingness to reach agreement on matters within the scope of representation; however, neither party is required to make a concession or agree to any proposal.

Ground rules: The procedures agreed to by the parties, which govern the conduct of negotiations.

Grievance: A complaint that the bargaining agreement has been violated. Grievances may be resolved

through a negotiated grievance procedure, contained in the bargaining agreement, which may culminate in arbitration.

Impasse: A deadlock or stalemate in bargaining declared by one or both parties. Declaration of impasse usually precedes implementation of impasse resolution procedures or unilateral action by the employer.

Labor Relations Board: A quasi-judicial agency set up under the collective bargaining laws of states to adjudicate complaints that allege unfair labor practices, resolve unit clarification disputes, certify bargaining agents, and in general monitor the implementation of collective bargaining laws (See PERB).

Local: Your local union that is affiliated with the national AFT while maintaining full autonomy, for example, to hire or fire its own staff and set its own policies.

Location: The main worksite, which includes satellite locations.

Management: Generally, those individuals who work for an employer and who have the right to hire, promote, direct, discipline, or discharge other employees and resolve their grievances.

Management rights: Certain rights, often identified in the “management rights” clause of a negotiated agreement, that are not within the scope of bargaining because they are intrinsic to the employer’s managerial role. While the employer is not required to bargain on such matters, it must bargain on their effects if there is an impact on wages, hours, or other terms and conditions of

employment.

Mediation: Also called conciliation. Efforts of a neutral third party to help resolve a dispute between parties. Mediation is used when the parties have reached impasse in the collective bargaining process. Mediation is non-binding and noncompulsory.

Merit System: A personnel system in which comparative merit and fitness govern each individual's selection and progress in the service

Negotiating team: The group of individuals representing either an employer or a union who have the authority and responsibility to discuss proposals, to reach a tentative agreement and recommend its ratification or to declare an impasse in negotiations.

Negotiations: The process of the employer and the exclusive representative meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representation and executing, if requested by either party, an agreement incorporating matters agreed on.

Protected activity: Generally defined as the exercise of rights guaranteed by the collective bargaining statutes, such as employees' right to join and participate in union activities.

Public Employment Relations Board (PERB): The State regulatory agency that has jurisdiction over the collective bargaining activities of community colleges. They conduct elections,

determine appropriate bargaining units, hear unfair labor practice cases and conduct mediation.

Ratification: The formal approval of a proposed contract by union members voting by secret ballot.

Scope of bargaining: The universe of issues relating to wages, hours, and conditions of employment included in collective bargaining procedures.

Shared Governance: A process whereby union and employees of the District participate in decision making, and committee appointments as defined in Community College Reform Legislation (Assembly Bill 1725) and exclusive representative appointing classified members to committees (Senate Bill 235).

Skelly Rights: The due process right to notice of intended disciplinary action, a copy of materials on which the action is based and an opportunity to respond orally or in writing to an impartial reviewer prior to discipline being imposed.

Statute of Limitations: The time period set out in a statute, for filing a complaint, suit, or appeal.

Strike: An impasse resolution method used by a union in which the members of a bargaining unit refuse to work until the employer accepts the union's position as the basis for settlement.

Supervisory employee: Generally, an employee having authority to hire, transfer, layoff, promote, reward, discipline, or assign work to and direct a

group of employees, or to adjust their grievances, or to effectively recommend such action if the exercise of such authority requires independent judgment.

Tentative Agreement: The written result of a negotiation on a specific subject, or the totality of the result of negotiations prior to ratification by the members of the union.

Unfair Labor Practice (ULP): An act or practice which violates the rights of an employee organization or employer as granted in applicable collective bargaining law. 28B.53.073 lists employer and union unfair labor practices. It is unfair for an Employer to

- a. Interfere with an employee's rights under the law – (to join or participate in the union)

- b. Dominate or interfere with the union
- c. Discriminate against an employee for participation in the union
- d. Discharge or discriminate against an employee who has filed charges under this law
- e. Refuse to bargain collectively with the union

Unilateral action: An action affecting employment conditions taken by an employer without prior negotiations or before negotiations have concluded. Actions taken in an arbitrary and capricious manner.

“Weingarten” Right: The right of an employee to the presence of a union representative at a meeting with the employer. See Article 16E