11-8-1987

Los Angeles Community College District Board of Trustees and American Federation of Teachers College Guild, American Federation of Teachers, AFL-CIO, Local 1521 (1987)

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Los Angeles Community College District Board of Trustees and American Federation of Teachers College Guild, American Federation of Teachers, AFL-CIO, Local 1521 (1987)

Location
Los Angeles, CA

Effective Date
11-8-1987

Expiration Date
11-7-1990

Number of Workers
1000

Employer
District Offices; West Los Angeles College; L.A. City College; East Los Angeles College; Los Angeles Harbor College; Los Angeles Mission College; Los Angeles Pierce College; Los Angeles Southwest College; Los Angeles Trade Technical College

Union
American Federation of Teachers College Guild

Union Local
1521

NAICS
61

Sector
Local government

Item ID
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Keywords
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Comments
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AGREEMENT

Between the

LOS ANGELES COMMUNITY COLLEGE DISTRICT

And the

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

November 8, 1987 through November 7, 1990
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ARTICLE 1, PREAMBLE

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board) and the American Federation of Teachers College Guild, Local 1521, 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 as the exclusive representative for the Clerical/Technical Unit as enumerated and listed in Appendix A and PERB modifications thereto in accordance with the California Educational Employment Relations Act, Government Code Section 3540-3549.3. The Clerical/Technical Unit may be modified in accordance with the rules and regulations of PERB. Any such modification automatically becomes a part of this Agreement.

ARTICLE 3, NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION, AND SEXUAL HARASSMENT

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, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, veteran status, job status, physical handicap or perceived handicap (i.e. an individual who is perceived to be a member of or is associated with members of a high risk group for AIDS or any other infectious disease or an individual who has tested positive in an AIDS antibodies test or an individual who associates with those in high risk groups, those perceived to be in high risk groups, and those who actually have the disease). The District and the AFT agree to comply with all federal and state laws regarding non-discrimination. Further, the District agrees to treat each employee in a fair and equitable manner and not to discriminate against an employee because of his/her membership in AFT or because of exercise of his/her rights under District written rules, the law, and this agreement.

B. Equal Employment Opportunity and Affirmative Action: The policy of the District and the AFT is to actively implement equal opportunity to all qualified employees and applicants for employment without regard to race, color, national origin, ancestry, religion, creed, sex, age, handicap, perceived handicap, marital status, sexual orientation, or veteran status. In accordance with applicable state and federal laws, the District and AFT agree on the principle and concept of the District’s Affirmative Action Program and further agree to work together towards the goals of that program.

C. Sexual Harassment: No employee shall be subject to sexual harassment. The District and the AFT agree to revise existing Sexual Harassment Policy using a mutually agreed upon committee structure. The revised policy, mutually agreed to by the AFT and the District, shall be implemented within four (4) months of the effective date of this agreement. The policy shall comply with all federal and state laws.
The Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority established in California Government Code Sections 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision, and control of the Los Angeles Community College District operations, working force and facilities are vested in the Board of Trustees. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, classify in accordance with Personnel Commission rules, assign, evaluate, suspend, transfer, lay off, and to discipline or discharge employees; to determine the means and methods by which work is to be performed not inconsistent with this Agreement; to determine job classifications and standards of performance in accordance with Personnel Commission rules; to introduce or discontinue any programs or facilities; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the Board of Trustees of the Los Angeles Community College District.

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

ARTICLE 5, GENERAL PROVISIONS

A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

B. All public information of the District shall be made available to the Exclusive Representative upon request. All information given general distribution to management necessary for the enforcement of the contract shall be provided to AFT upon issuance and/or distribution.

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 in a good faith effort to reach agreement.

E. This Agreement is not intended to modify or replace by any of its terms the right of every unit member in the bargaining unit under the law. Both parties agree to comply with state and/or Federal laws.

F. In the event that any provisions of this Agreement are, or shall be, at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.
G. The Board is committed to protecting the integrity of the Clerical/Technical Unit.

H. The Los Angeles Community College District shall strive to maintain a sufficient level of permanent staff in the Technical/Clerical Unit to perform the duties of the Clerical/Technical Unit. Budgeting and staffing shall reflect this policy.

ARTICLE 6, AFT RIGHTS

A. Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Shelter Annuities (TSA), AFT College Guild Committee on Political Education (COPE), legal defense, and Insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.

B. The AFT shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the AFT.

C. The AFT shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules. AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.

D. Subsequent to mutual agreement on the format, copies of this Agreement shall be printed at the shared expense of the parties within thirty (30) days after it becomes effective and a copy distributed by the AFT to each unit member now employed. The District shall distribute a copy to new employees.

E. Upon written request of AFT, the District shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all unit personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the staff and students, together with information which may be necessary for the AFT to process any grievance or complaint. The District shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the Clerical/Technical Unit.

F. At the close of each pay period, the District shall provide the AFT with a list of all newly employed and newly terminated unit members. Addresses, telephone numbers and location shall be provided to the AFT by the District as soon as possible.
Designated representatives of the District and the AFT shall meet on a mutually agreed-upon date, place and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Both parties may submit an agenda for discussion. The AFT representatives shall be allowed released time to attend the meeting(s).

The College Presidents or their designees (the District representative for the District offices) and the designated location AFT representative shall meet on a mutually agreed-upon date, place and time at least once a month for the purpose of reviewing the administration of the Agreement articles relating solely to location matters. Both parties may submit an agenda for discussion. The location AFT representative shall be allowed released time to attend the meeting(s).

The District shall grant a maximum of 2.0 FTE (based upon 160 hours per pay period) of released time with pay to the AFT. Written notice indicating the name(s) of the employees, location, and amount of released time for each employee must be provided to the District by AFT at least three (3) weeks before the effective date. In instances where a designated AFT Representative is transferred or on formal leave, the three weeks notice shall be waived and written notice of a replacement provided by the AFT at least one week in advance of the effective date of replacement. The released time shall be taken on a fixed schedule, which may vary upon advance notification, whenever possible, to the employee's supervisor or designee. The released time shall be considered as "on duty" time for the reporting of absences. Such reduced load is for the purpose of facilitating the AFT's processing of grievances and the implementation of the Agreement.

ARTICLE 7, AGENCY SHOP

A. The District shall deduct and make appropriate remittance to the AFT all dues and/or service fees as regulated by the dues structure of AFT in accordance with the following:

1. The District shall deduct AFT dues in accordance with Article 6, Section A.

2. The District shall deduct amounts, designated by the AFT, in accordance with Article 6, Section A, for all members of the unit who are not members of the AFT College Guild.

3. Unit members who object, on religious grounds, to paying union dues or agency fees, shall apply to the AFT for exemption to Section 1 or 2 above. If the exemption is agreed upon by the AFT, the District shall deduct the equivalent of AFT dues and pay that sum to one of three organizations mutually agreed upon by the parties and selected by the person.

4. 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 or in connection with the AFT's deductions.
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 District any sums paid to it in error.

ARTICLE 8, WORK ENVIRONMENT

A. **District Compliance:** The District shall conform to, and comply with, all applicable health, safety, fire, and sanitation requirements imposed by State or Federal or City or County laws or regulations adopted under State or Federal or City or County law or applicable OSHA regulations. The District will also conform with State and Federal law and guidelines governing the use of video display terminals. The Location Work Environment Committee, as indicated below, shall also consider and review potential health problems associated with prolonged and intense use of video display terminals.

B. **Video Display Terminals/Technological Changes:** The District and the AFT shall form a committee whose purpose it shall be to develop guidelines for the safe, healthful, and efficient use and operation of Video Display Terminals (VDTs) and any other affects on the Clerical/Technical Unit as a result of the implementation of technological changes. The committee shall be responsible for developing recommendations for VDT guidelines and regulations within four (4) months from the execution of this agreement. Within thirty (30) days from the date the committee presents these recommendations, the District and the AFT shall reopen negotiations on this Article in order to negotiate a good faith agreement on rules and regulations governing the use of Video Display Terminals. When necessary the committee shall meet and develop guidelines for other technological changes and proceed as above.

C. Employees upon request, shall be provided a work space that is free of tobacco smoke.

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

E. The District and 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 Technical-Clerical Unit.

F. **Work Environment Committee:** The District Office and each campus shall establish a Work Environment Committee. Unit 1 shall be allowed one representative appointed by AFT to sit on the committee. This committee shall review health, safety, sanitation, fire, and working conditions to ensure compliance with Section A. The Committee shall make recommendations to the District concerning improvements in health, safety, sanitation, fire and working conditions. Any violation of Section A shall be corrected by the District in an expeditious manner with the exception of imminent hazards which shall be corrected immediately.

Article 8

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

H. **No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section A.

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

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

B. Each Unit I employee shall be provided with a facility for the purpose of storing coats, jackets and other articles of clothing. Employees, upon request, shall be issued a secured storage area (desk, locker, etc.) with a key for the purpose of storing personal property.

C. The District shall reimburse employees for any stolen or damaged personal property in accordance with Board Rule 101500. Each Unit I employee shall be provided the District’s procedures for filing claims concerning damage and/or loss incurred to any personal property. These procedures shall be posted in or near the mailroom and at Campus Police. Campus Police shall facilitate the filing of any forms necessary.
ARTICLE 10, VACATION

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

<table>
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<th>Creditable Years of Paid Service</th>
<th>Vacation Accrual Factor</th>
<th>Days of Vacation Based Upon a 12-Month Assignment</th>
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<td>Less than 1 year</td>
<td>.03846</td>
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<td>1 year but less than 2 years</td>
<td>.04231</td>
<td>11</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>.04615</td>
<td>12</td>
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<tr>
<td>3 years but less than 4 years</td>
<td>.05000</td>
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<td>4 years or more but less than 9 years</td>
<td>.05770</td>
<td>15</td>
</tr>
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<td>9 years but less than 10 years</td>
<td>.06155</td>
<td>16</td>
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<td>10 years but less than 11 years</td>
<td>.06539</td>
<td>17</td>
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<td>11 years but less than 12 years</td>
<td>.06923</td>
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<td>12 years but less than 13 years</td>
<td>.07308</td>
<td>19</td>
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<td>13 years but less than 20 years</td>
<td>.07693</td>
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<tr>
<td>20 years or more</td>
<td>.09232</td>
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B. For purposes of this Article, a year is defined as the period of time between the beginning of the Second Special School Month in successive calendar years. For the period prior to initiation of the Special School Month payroll calendar, a year shall be the 12-month period ending on June 30 of each calendar year.

C. In order to be credited with a year of service for the purpose of this Article, an employee must have been in regular status during the appropriate year, as defined above, for at least 130 days in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness or military service.

D. Credits for years of service shall be applied, and vacation accrual rates shall be changed as required by this Article, effective on the first day of the Second Special School Month each year.

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

For purposes of this Article, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee.
F. Employees may be requested to take vacation to the extent that it has been earned, on the days during the school year which are determined by the Board of Trustees as school holidays or at any time during the assignment period to avoid leave without pay, except A basis employees.

G. Fractions of hours of thirty (30) minutes or less shall be rounded down to the next whole hour for reporting of vacation; fractions of hours in excess of thirty (30) minutes shall be rounded up.

H. Vacation shall be taken at a time convenient to the employee, provided that it is requested not less than thirty (30) working days in advance. The supervisor shall approve or deny the request for vacation within five (5) working days of the receipt of the request. If in such five (5) working day period a vacation denial has not been received, the vacation shall be deemed to have been approved. 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. However, nothing in this Article shall be construed to prohibit the District from requiring in writing employees to take vacation in lieu of cash payment as provided in Section 1 below. Such notification shall be provided to allow employees sufficient time to schedule vacation in accordance with this paragraph.

1. If the employee consents to reschedule or cancel his/her vacation at the request of the District, the District shall reimburse the employee for all cancellation penalties, to include reimbursement for the difference between any higher fare and/or rate for hotels or other accommodations and the fare and/or rate the employee originally had confirmed. To be eligible for reimbursement, the employee must provide written evidence that he/she made reservations and paid a financial commitment for those reservations, or that the employee was assessed a penalty or other fee for having changed the reservations. The employee shall receive Casual Leave to facilitate the above process.

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

2. The District and the AFT shall study the implementation of providing 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. If employees elect not to take their full annual vacation, the amount not taken shall accumulate for use in the next year. Accumulated vacation shall be limited to 400 hours. Employees with more than 400 hours will be limited to their accumulation as of July 26, 1980. Employees will be paid for excess vacation accumulation which exceeds the individual limit acquired as of July 26, 1980, or 400 hours. This payment will be made in the period in which February 1 falls each year beginning Fall 1988 for excess hours accumulated as of the end of the pay period which January 2 falls each year.
J. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless he/she has served for the equivalent of more than thirty (30) consecutive working days, or receives specific approval from the appropriate supervisor.

K. On voluntary reduction in status, layoff, or separation from the classified service, the money value of vacation balances shall be paid as a lump-sum to permanent employees. In cases where separation is not at the end of a pay period, vacation credit shall be computed through the last day in paid status.

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

M. When a regular employee (whose regular assignment is on other than a 12-month assignment basis code) is paid during the summer as a relief, substitute, or provisional employee, the employee shall earn vacation in accordance with the schedule in Section A. of this Article, which is applicable to the position in which he/she serves during the summer.

N. A regular employee who serves in his/her regular assignment and also in a summer substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if he/she had served 160 hours in his/her regular assignment.

O. A permanent classified employee shall, upon notification to the appropriate supervisor, be permitted to interrupt or terminate vacation leave in order to begin illness leave provided that the employee indicates at the earliest practical opportunity in accordance with Illness Leave Section H. of Article 19.

1. The basis of the request for change in leave status and provides appropriate supporting documents including a certification of illness from a licensed physician or other recognized practitioner in case of illness.

2. The probable duration of the requested leave.

The responsible administrator shall take such steps as he/she deems necessary to satisfy himself/herself that the paid illness leave was in accordance with Section H. of Article 19, Illness Leave.

P. A permanent classified employee shall, upon notification to the appropriate supervisor, be permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Section C. of Article 19.
ARTICLE 11, HOLIDAYS

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

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day*
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

*Admissions Day shall be the Friday before Labor Day

When a holiday is changed, through mutual agreement between the AFT and the District, and as a result employees lose a holiday due to their work schedule, those employees shall be granted another holiday as determined by the AFT and the District.

1. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Section L., Article 19, shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

3. An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holiday of December 25 and January 1 shall receive pay for the two (2) holidays.

4. When a holiday falls on the first day of an employee's weekend (usually Saturday), the holiday shall be observed on the preceding working day (usually Friday).

5. When a holiday falls on the second day of an employee's weekend (usually Sunday), the holiday shall be observed on the following working day (usually Monday).

6. The District and the AFT shall reopen negotiations on this article no later than twenty (20) working days after the written request of either party at any time after March 1, 1988.
ARTICLE 12, HOURS AND OVERTIME

A. Workweek and Workday

1. The normal workweek shall consist of not more than five (5) consecutive days and not more than forty (40) hours per week, Sunday through Saturday. The regular workday shall consist of not more than eight (8) hours per day. Except as may be indicated in B.1. below, nothing in this Article shall be deemed to restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

2. By the mutual consent of the AFT and the District, a forty (40) hour, four (4) day work week shall be established.

3. Employees' daily hours of work and shifts shall be established at the discretion of the District. An employee's shift may not be changed on a permanent basis without the consent of the employee. If it is necessary to change an employee's hours of work, within a shift, volunteers will be solicited first. If no volunteers are available, then with three (3) weeks prior written notice, an employee's hours of work within a shift may be permanently changed. Training, as approved under the provisions of Article 17, Professional Growth, or similar training shall not be interrupted by a change of hours within a shift, while such training is in progress. Such change shall only be for a reasonable business necessity of the District.

4. For the purpose of computing hours worked, time during which an employee is excused from work because of holiday, vacation, paid leaves, paid absences, paid lunch or released time shall be considered as time worked by the employee.

5. All persons covered by this Agreement whose assigned time requires them to work one-half or more of their assigned time between the hours of 3 p.m. and 12 midnight shall be paid 5.5 percent above their regular daytime rate; and if one-half or more of their assigned time occurs between the hours of 12 midnight and 7 a.m., they shall be paid 11 percent above their regular daytime rate. If such shifts are worked less frequently than four days a week, such higher rates shall be paid for those days on which such shifts are worked. If such shifts are worked on a temporary basis (i.e., one day at a time), such higher rates shall be paid only for those days on which such shifts are worked. All other provisions of Personnel Commission Rule 586 shall continue in force.

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

1. To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Upon notice, at least two (2) weeks in advance, whenever possible, an employee shall be required to work overtime as needed.

Overtime providing premium pay (time and one half) shall be offered to Unit I employees before hiring temporary employees to perform such work whenever it is within the budget operating limitations within a unit. No overtime providing premium pay (time and one half) shall be offered to temporary employees until such overtime has first been offered to Unit I employees at the worksite. An employee interested in overtime outside his/her work location shall submit his/her name to the worksite personnel office where a list of Unit I employees available for overtime shall be maintained. The District and the AFT shall reopen negotiations on Article 12, Section B. no later than twenty (20) working days after the written request of either party at anytime after March 1, 1988.

2. Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or compensatory time off, at a rate of one and one-half (1 1/2) 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.

3. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1 1/2) hours for each hour worked, for any work authorized and performed on the sixth (6) and seventh (7) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

4. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half hours (1 1/2) for each hour worked, for any work authorized and performed on the seventh (7) day 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.

5. 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 1/2) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1 1/2) 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, sixth and seventh days shall be compensated for at a rate equal to one and one-
half (1 1/2) times the regular rate of pay, or compensatory time off, at the rate of one and one-half (1 1/2) hours for each hour worked.

6. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 1/2) times the regular rate of pay for actual hours worked.

7. If compensatory time off is granted the employee in lieu of cash payment, such compensatory time off shall be earned and accumulated in accordance with the Fair Labor Standards Act (FLSA). Accumulation of compensatory time off shall be limited to a total of 240 hours per fiscal year. Such compensatory time off shall be taken by the employee at a time determined by the employee, provided he/she consults with his/her supervisor and provides at least three (3) working days notice, or notice may be waived with the approval of the supervisor. If the employee does not schedule compensatory time off the employee may be required to take the time off to avoid cash payment before the end of the fiscal year.

8. Employees assigned the following classes by reason of their variable daily hours shall receive compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or shall be provided compensatory time off, at a rate of one and one-half (1 1/2) 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 and Student Services Aide
   Community and Student Services Assistant
   Examination Aide
   Examination Proctor
   Interpreter for the Deaf
   Parking Attendant
   Pool Lifeguard
   Senior Examination Proctor
   Senior Interpreter for the Deaf

C. Call Back: Fulltime 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 the 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 one (1) hour lunch break to be scheduled at approximately the halfway point of their work schedule. Those employees who work less than eight (8) hours but more than four (4) hours shall be provided an uninterrupted daily unpaid thirty (30) minute lunch break and an uninterrupted daily fifteen (15) minute paid lunch break which totals 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.

2. **Rest Periods:** All employees whose regular assignment is four (4) hours a day shall be granted one fifteen (15) minute rest period. All employees who work (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. Weekly pay periods and weekly pay.
2. Implementation of electronic banking and/or warrants delivered to worksites.
3. Time reporting for payroll in fractions of hours of one-quarter hour.
4. Implementation of vacation pay in accordance with Article 10, Vacation.
5. All benefits which accrue upon successful completion of any probationary period shall become available on the 131st day of paid District service.
6. Illness Leave balance on warrants.

**ARTICLE 13, LAYOFF**

A. **Notification of Layoff**

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

B. **Order of Layoff and Reemployment**

Procedures shall be in compliance with Education Code Sections 88015, 88017, 88117, and 88127; and in accordance with applicable rules and regulations established pursuant to said sections including but not limited to Personnel Commission Rules concerning layoff.

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

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

D. Layoff Defined

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

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

F. Effects of Layoff

1. The District will provide AFT with seniority roster(s) which shall
include the names of all unit members to be laid off, classifications
and locations. This roster shall be given to the AFT prior to the
notification to the unit members.

2. **Content of Notice of Layoff**

   Written notice of layoff shall include at least the following:

   a. The effective date of layoff

   b. Displacement rights of the employee

   c. Reemployment rights of the employee

   d. The date, time, and place of a scheduled meeting with the Vice
      Chancellor of the Division of Human Resources or his/her designee
      and the employees to discuss the employees' displacement rights;
      such meeting shall be within ten (10) working days of mailing of
      written notice of layoff. The AFT shall receive a form copy of
      the letter to the employees and may attend the meeting.

3. **Leave of Absence Prior to Layoff**

   Any regular unit employee who has received notice of layoff may, at
   the option of the employee, take a leave of absence from the date of
   such notice until the effective date of layoff. Seniority credit
   shall be accumulated during the leave of absence. Rejection of the
   notice of layoff shall cancel all such leaves. Employees shall be
   allowed twenty-eight (28) calendar days in which to return to
   employment.

4. **Severance Pay and Fringe Benefit Maintenance**

   a. An employee whose regular employment with the District has been
      terminated because of layoff under the provisions of Paragraph
      D., above, and the employee is not reemployed or offered
      reemployment by the District in regular status within 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

Article 13
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.

If an employee is reemployed or offered reemployment within the 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 12 months from the date of reemployment or offer of reemployment.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Continuation After Layoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 Years</td>
<td>2 months</td>
</tr>
<tr>
<td>6 years but less than 10 years</td>
<td>4 months</td>
</tr>
<tr>
<td>10 years or more</td>
<td>6 months</td>
</tr>
</tbody>
</table>

c. If a laid off employee is covered by health/medical programs under other employment during the period mentioned in 4.b. above, the District's provided coverages shall cease. The District shall provide AFT Staff Guild with proof of "other" coverage for the laid off employee of Unit I before terminating District coverage.

d. In the event a laid off unit member who is covered under provision of 4.b., above dies during the period of coverage, the District will continue fringe benefits for the dependents in the same manner as outlined in Article 21.

e. Laid off employees shall be paid any salary due the employee including unused vacation, and severance grant no later than twenty (20) working days from the date of layoff.

f. Layoff is not a break for vesting purposes for Health and Welfare benefits.

g. Every employee with five (5) 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 fringe benefits, as a retiree in accordance with Article 21 of this Contract.

5. PROCEDURES FOR RECALL TO REGULAR POSITIONS

a. The laid off employee shall be required to maintain a current mailing address on file with the Division of Human Resources.

d. Offers of reemployment shall be by telephone directly to the employee or by certified mail to the employee’s last known address if unable to contact by telephone. If the laid off
employee refuses the telephonic offer of reemployment, a confirmation letter shall be sent via certified mail. A copy of the certified letter will be sent to the AFT.

c. A laid off employee who received an offer of reemployment shall have up to twenty-eight (28) calendar days in which to report to work.

d. Employees laid off from employment shall continue to receive all District Classified Employment Opportunity Job Bulletins for the duration of the reemployment list. Said Bulletins shall be sent via U. S. mail to the last known mailing address.

G. JOB PLACEMENT PRIOR TO AND AFTER LAYOFF

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

2. The employees to be laid off and employees who have been laid off may submit a resume indicating current and past work experience, educational qualifications and certifications and levels of training.

3. Reasonable casual leave shall be granted to enable employees to interview for other positions.

H. RETRAINING

1. Every employee laid off and not expected to return to service will be eligible to enroll in any College within the Los Angeles Community College District for six (6) semesters and the District will pay enrollment fees.

2. Notwithstanding any other provisions of this agreement, those employees enumerated in C. above, except retirees, shall be entitled to retraining and study leave to prepare themselves for new positions in accordance with rules and procedures developed by the Retraining and Study Leave Committee.

3. Notwithstanding any other provisions of this agreement, those employees enumerated in C. above, except retirees, shall be entitled to retraining according to Article 17, section D.

4. Employees scheduled for layoff shall also be eligible for retraining in accordance with Article 17.

I. REOPENERS

If at any time during the term of this agreement, the Board of Trustees takes action to lay off Unit I employees, as defined in D. above, the parties agree to reopen negotiations on Item F.4. (Severance Pay).
ARTICLE 14 TRANSFER AND REASSIGNMENT

A. Definition

1. A transfer is defined as the assignment of an employee from one location to another location in the same classification in the District. Location shall mean one of the nine colleges, the District Offices, Airport Center, Marina Center and/or any location where Unit I members are assigned.

2. A reassignment is defined as the assignment of an employee from one supervisory unit to another supervisory unit in the same classification at the same location.

3. In all cases of transfer and reassignment, whether voluntary or involuntary, whether permanent or temporary the employee shall be provided in writing the following information:
   a. Hours of work
   b. Length of assignment
   c. Location
   d. Immediate supervisor's name
   e. Other pertinent information, if any

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

1. Definition. A voluntary transfer or voluntary reassignment is defined as a transfer or reassignment which has been requested by the employee.

2. No Reprisal. There shall be no reprisal against an employee for utilizing the voluntary transfer or voluntary reassignment procedures.

3. A permanent employee in the class must submit a request for transfer or reassignment on the District's prescribed form to his/her immediate supervisor. The request shall be processed through normal channels and acknowledged by the President or division head or designee within three (3) working days from receipt thereof and must be forwarded to the Personnel Operations Branch within three (3) working days after acknowledgment thereof. The Division of Human Resources shall, upon receipt of transfer request, issue an acknowledgment to the employee requesting the transfer. Requests for reassignment shall be submitted to the College Personnel Clerk or Division Personnel Clerk who shall, upon receipt of reassignment request, issue an acknowledgement to the employee requesting the reassignment. A copy of the reassignment request shall be forwarded to the Division of Human Resources.

4. A request for transfer or reassignment by an employee who is not permanent in the class may not be processed without the approval of the President or Division Head and Vice Chancellor of the Division of Human Resources.
5. A file of names of employees requesting transfer or reassignment, shall be maintained by the Division of Human Resources and such names, shall be certified to any vacancy in the class of the employees requesting transfer or reassignment. The two (2) employees with the most seniority in the District shall be interviewed for any vacancy to which the employee has been certified from such file of names prior to an appointment. Part-time employees shall be certified for full time vacancies in accordance with Personnel Commission Rule 537.

6. Written requests for transfer or reassignment are valid for a two-year period. A new request must be submitted in order to be considered after that period.

7. A request for transfer or reassignment may be withdrawn at any time prior to the official confirmation that the request has been effected.

C. Temporary Transfer or Temporary Reassignment

1. Definition. A temporary transfer or temporary reassignment is a transfer or reassignment made for a specific period of time at the District's discretion to meet the operational needs of the District.

2. Limitations.

   a. Temporary transfers and temporary reassignments may not be used as a form of discipline.

   b. Whenever possible, a minimum twenty (20) working days written notice shall be provided the employee temporarily transferred or reassigned.

   c. When the District intends to transfer or reassign the employee for longer than six (6) months, the transfer or reassignment procedures in D. below shall apply.

D. Involuntary Transfer or Involuntary Reassignment - Other Than Temporary

1. Definition. An involuntary transfer or involuntary reassignment is defined as a transfer or reassignment which is performed without the employee's approval. Involuntary transfers or involuntary reassignments are made at the discretion of the District to meet the operational needs of the District.

2. In instances of involuntary transfers, and involuntary reassignments other than temporary, the following conditions will apply:

   a. Announce the vacancy and location in the Transfer and Reassignment Bulletin so that employees may place their names in the voluntary transfer or reassignment file. Prior to involuntary transfer or reassignment, the District shall review the file of voluntary transfer or reassignment requests for the locations indicated and involved in the transfer and reassignment and shall interview for full consideration all eligible employees from these lists.
b. In order of District seniority in the class, offer the position to the eligible employee identified in 2.a. above. (District seniority shall be determined under provisions of Education Code Section 88127).

c. Refusal by an employee to accept a transfer or reassignment shall automatically cancel the voluntary transfer or reassignment request.

d. If voluntary transfer or reassignment cannot be facilitated by the above method indicated in 2.a. and 2.b. above, involuntary transfer or reassignment shall be in accordance with the following:

   (1) The employee with the least seniority in the class, from the classification indicated shall be transferred. The employee with the least worksite seniority in the classification indicated shall be the first considered for reassignment. Exception to reassignment based upon seniority shall be allowed only when the position to which the reassignment is to be made requires specific knowledges, skills, and abilities which the least senior employee does not possess.

   (2) In case of ties, the employee with the least District seniority in all classes shall be transferred. In case of ties the employee with the least worksite seniority in all classes shall be reassigned.

e. Whenever possible, a minimum thirty (30) working days written notice shall be provided to an employee involuntarily transferred. Whenever possible, a minimum of ten (10) working days notice shall be provided to an employee involuntarily reassigned.

f. The person being involuntarily transferred may appeal to the Vice Chancellor of Human Resources only on the basis of physical handicap or medical condition. The person being involuntarily reassigned may appeal to the Campus President or Vice Chancellor at the District office on the basis of physical handicap or medical condition. If an appeal is granted, the next least senior person (as above) shall be transferred or reassigned.

g. No person involuntarily transferred shall be involuntarily transferred again until all employees in the class at the receiving location have been transferred. In the case of involuntary reassignment, the reassigned employee shall not be reassigned again before one year from the date of involuntary reassignment.

h. The employee who has been involuntarily transferred or reassigned and is in the same classification shall have the right to return to the location and same classification from which transferred or reassigned if and when a permanent vacancy occurs. If more than one employee has a right to return to the vacancy, the position shall be offered in District seniority order.
E. Involuntary transfer and involuntary reassignment shall not be used as a form of discipline.

F. A request to change from one position to another position in a related class on the same salary schedule or in a position reclassified to another class on the same salary schedule shall be processed in accordance with Personnel Commission Rules.

G. If a vacancy cannot be filled under the provisions of Section D.2.A or D.2.B above, a provisional assignment may be made in accordance with Personnel Guide B 494.

ARTICLE 15, CLASSIFICATION AND RECLASSIFICATION

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

B. If employees perform duties outside the class specification, the employee may file "Temporary Work Out of Classification" claims in accordance with Personnel Commission Rule 550.

C. If an employee believes that he/she spends an appreciable portion of his/her time performing duties inappropriate to his/her class, he/she may file a request for reclassification with the Division of Human Resources. The employee will attach a list of duties which he/she believes are inconsistent with those in the assigned job specification. The Division of Human Resources will review and forward said request to the Personnel Commission within twenty (20) working days from receipt of same. The Division of Human Resources will notify the AFT Staff Guild when the request has been forwarded to the Personnel Commission.

D. Employees may initiate requests for reclassification in accordance with the provisions of Article 16, Procedures for Performance Evaluation. Such requests shall be reviewed by the District and forwarded to the Personnel Commission within 20 working days from receipt of same. The employee and the AFT Staff Guild shall be notified when the District has forwarded the employee's request to the Personnel Commission.

E. Employees shall be encouraged to participate in the development and implementation of their work responsibilities and duties. Supervisors are encouraged to listen and seriously consider suggestions made by Clerical/Technical Unit employees. The District and the AFT shall consult on written suggestions submitted by Clerical/Technical Unit employees in this area, and will make appropriate recommendations to worksites regarding the implementation of these suggestions. The District and the AFT shall consult in a good faith effort to reach agreement on a procedure which would provide appropriate recognition to those employees whose suggestions are of particular value.

F. The District shall encourage and support promotional opportunities for Clerical/Technical Unit I employees and shall consult with the AFT on methods of enhancing these opportunities.
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 and fourth months of their probationary period. Said written evaluation shall be made on the form entitled "Performance Evaluation for Probationary Classified Employees" (Appendix C).

2. Permanent employees in a class shall be evaluated at least once each year. Said written evaluation shall be made on the District's form entitled "Performance Evaluation for Permanent Classified Employees" (Appendix D).

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

4. The performance of probationary employees may be evaluated by each supervisor under whom the employee has worked during the probationary evaluation period.

B. Procedure

1. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. The evaluator either oversees, reviews, and checks the daily work performance of the employee being evaluated, or is the one who is most closely acquainted with the employee's daily work performance. The work performance of permanent employees shall be evaluated by each supervisor 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 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 evaluee may discuss any questions that the evaluee has concerning his/her job and/or the responsibilities and duties assigned.

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 who made the evaluation and to the employee.

5. An employee shall have the opportunity to review his/her evaluation prior to the placement of said evaluation in the employee's personnel file. A copy of any and all evaluations shall be provided to employees whether the employee has signed it or not. (Issuance by certified mail shall fulfill the requirements of this paragraph.)

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.

7. A supervisor who believes that an employee's work performance has been exceptional shall complete the District's form entitled "Notice of Outstanding Work Performance" (Appendix E), in addition to the District's Performance Evaluation Forms (Appendix C and D), or at times when the periodic evaluation is not required. The outstanding work performance described may have occurred on a day-to-day basis or in an unusually difficult and/or emergency situation. All notices of Outstanding Work Performance shall be reviewed and signed by the employee's college president or division head or designated representative. Employees shall be provided a copy of any written comments made by the reviewer.

The steps to be followed by supervisors 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 Permanent Classified Employees.**

   a. **BELOW WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work must improve to meet the standards and serves as a guide to the employees for concentration of effort to bring work performance up to work standards. A check in this column is not to be construed as a "Notice of Unsatisfactory Service" (Appendix F), nor as a disciplinary action. The supervisor should be sure to define clearly the performance standards he/she is applying.
b. **MEETS OR EXCEEDS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work clearly and consistently meets or exceeds the work standards and that his/her services are satisfactory or better.

2. **Performance Evaluation for Probationary Classified Employees.**

a. **EXCEEDS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is better than satisfactory. If there are a number of checks in this column, the supervisor should consider giving a Notice of Outstanding Work Performance (Appendix E).

b. **MEETS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.

c. **BELOW WORK PERFORMANCE STANDARDS:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service (Appendix F).

D. **Classification of Position**

1. The employee and the supervisor should compare the duties of the evaluatee with the typical duties of the evaluatee's class as listed in the current class specification. If either feels that the employee spends an appreciable portion of his/her time performing duties inappropriate to his/her class, he/she should check "no", and attach a statement giving his/her reasons. If either the employee or the supervisor checks "no," on the evaluation form, a copy shall be sent to the division head or college president for forwarding to the Division of Human Resources.

2. In classes where the use of a particular skill is the primary basis for classification, the lack of use of that skill is sufficient reason to check "no" (for example, a person working as a Clerk-Stenographer is not properly classified if he/she never takes dictation, even if all his/her other duties are appropriate to the class). If either the employee or the supervisor checks "no", the evaluation form, with a copy, shall be sent to the division head or college president for forwarding to the Division of Human Resources. Article 15, 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 GROWTH, DEVELOPMENT, AND RETRAINING

A. The Los Angeles Community College District shall establish a fund of at least $10,000 per fiscal year for the purpose of professional development.

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

1. A maximum of $1000 not to exceed 50% (100% if classes are taken in the Los Angeles Community College District) of the tuition in any one academic year except as provided in Section 6. below.

2. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken (except tuition may be paid in advance when tuition would be authorized under paragraph 6. below). This evidence shall be submitted by the employee to the Personnel Operations Branch.

3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas:
   a. The employee's current classification.
   b. A related classification(s) or career ladder(s).
   c. Retraining, requested by the employee, and/or recommended by the College President or Division Head and approved by the Chancellor.

4. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.

5. A request for reimbursement for professional growth must be submitted to the Committee on Tuition Reimbursement prior to enrollment and approved by the same committee.

6. If reimbursement is approved in accordance with section A.3.c. and D.3., the District shall pay the full cost of tuition, books, and materials for such employee so enrolled.

B. Request and approval of conference attendance shall be in accordance with current District procedures.

C. Career Development Program

1. The District remains committed and shall continue the current Career Development Program as outlined in the District's Affirmative Action Program, except that the three (3) hour maximum shall be increased to a maximum of five (5) hours per week.

2. Employees who are given released time for purposes of career development will be required to work makeup time at the rate of one hour of makeup time for each two hours of released time. Time spent for makeup purposes, which results in an employee being in paid status for a total of more than eight hours in any one day, shall not be
considered as authorized and compensable overtime for purposes of cash payment.

D. Retraining Program

1. A fund of at least $5,000 per fiscal year shall be established for the purpose of retraining Clerical/Technical Unit employees. 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. Current District employees impacted by the layoffs of 1986 shall be eligible for retraining.
   b. Employees whose classification is abolished or significantly altered.
   c. Employees who, as a result of Industrial Accident or Industrial Illness, shall be retrained in accordance with Article 19.1., Industrial Accident Leave.
   d. Employees whose job duties require changes and/or advancement in level of skill due to the implementation of changes in technology shall be trained in accordance with Article 8, Work Environment (funding shall be independent from A. or D.1.).

2. Prior to implementing a program of retraining, the Division of Human Resources shall assess the employee's educational and employment history, and shall make available career counseling and guidance.

3. The District shall pay the full cost of tuition, books and materials for retraining which has been requested by the employee, and/or recommended by the College President or Division Head and approved by the Chancellor (see A.6.).

4. Retraining programs shall consist of the following options, and the following conditions:
   a. Formal Study - Los Angeles Community College District
      (1) Limited to six (6) semesters
      (2) Payment, in accordance with 3. above shall only be made for courses completed with a grade of "C" or better ("Credit" is acceptable, if the class is taken on a credit/no-credit basis).
   b. Formal Study - Other Accredited Institutions of Higher Education
      (1) Limited to four (4) semesters, or the quarter system equivalent.
      (2) Payment, in accordance with 3. above, shall only be made for courses completed with a grade of "C" or better ("Credit" is acceptable, if the class is taken on a credit/no-credit basis).
   c. If the retraining requires additional formal study, the District and the AFT shall consult on the extended program.

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5. Employees eligible for retraining shall receive full released time with pay (for non-laid off employees), flexible working hours (for non-laid off employees), tuition, fees, books, and materials reimbursement, (see A.6. and D.3.) and reasonable travel time.

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

6. In the event the $5,000 fund for Retraining is exhausted in any fiscal year, upon approval of the AFT, and to the extent that funds are available, the fund for Professional Growth, for that fiscal year, may be used for approved retraining programs.

**ARTICLE 18, PERSONNEL FILES**

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

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

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

1. The original Employment Application
2. Performance Evaluations and employee's responses (if any).
3. Leave of Absence Requests. Records of Attending physician's statement (not to be copied and/or included in the Worksite Personnel File).
4. Preemployment and in-service processing papers (Oath of Allegiance, Certification of Information, signed class specification, Requests for Transfers, assignment documents).
7. Resignations, Reinstatement Requests.
C. The Staff Relations File may contain:

1. Record of criminal convictions.
3. Privileged legal correspondence and working papers.

D. Placing Materials In the Personnel File

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

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

3. After adverse or derogatory material is placed in the Official or Worksite Personnel file, the employee must be given reasonable time to respond in writing to the material. Such written response must be submitted to the Office of Employer/Employee Relations within twenty (20) working days from issuance to or review by the employee of the derogatory or adverse material. This response will then be attached to the material and entered in the Official and/or Worksite Personnel file. No adverse or derogatory material shall be placed in any file maintained on an employee after he/she is no longer employed by the District.

4. Adverse or derogatory material will remain part of the personnel files until such time as the college or division issuing it requests its removal unless the employee asks that the material be retained. If the material is ordered removed as a result of a grievance or arbitration the original and all existing copies shall be returned to the employee within ten (10) days of receipt of decision. Adverse or derogatory material which has been placed in the personnel files shall be removed from the files at the written request of the employee no earlier than three (3) years from the date it was issued.

5. The material removed from an employee's Official Personnel File and Worksite Personnel File may be maintained separately from any personnel file under the following conditions and shall be placed in a sealed envelope after five (5) years upon request of the employee.
a. The material shall be kept in the Staff Relations File in the office of Employer-Employee Relations.

b. Such material may not be used by the District in any proceeding which affects the status of the employee.

c. Whenever possible, the employee will be notified when any such material is to be viewed. If it is not possible to notify the employee before such material is viewed, then the employee shall be notified by the Office of Employer-Employee Relations within five (5) days of viewing. Notification shall include the date and purpose of the viewing and the identity of the viewer.

d. Such material may only be viewed by the Office of the Chancellor, the Office of the Vice Chancellor, Human Resources, the Office of the General Counsel, and the Office of Employer-Employee Relations. Notwithstanding the foregoing limitation, the material may be utilized by the District in legal proceedings in defense of the District or in compliance with a legal court order.

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 Employer-Employee Relations, Division of Human Resources.

E. Viewing the File

1. An employee, upon request, shall have the right at any reasonable time, to inspect the Official Personnel File in the Personnel Operations Branch in the Division of Human Resources, the Worksite Personnel File at the local worksite, and material referred to in Section C. 2. and C. 4. (see D. 5.) in the Staff Relations File in the Office of Employer-Employee Relations.

2. The employee may be accompanied by a representative of the AFT.

3. The employee's AFT representative shall have the right, with the written consent of the employee, to inspect any file designated by the employee at any reasonable time.

4. Request to view files shall be made to the following:
   a. Official Personnel File and Staff Relations File, to the Office of Employer-Employee Relations, Division of Human Resources.
   b. Campus/Worksite Personnel File to the Vice President of Administrative Services.
   c. District Office Worksite Personnel File to the appropriate Division Head.

F. Employee Review and Appeal

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

ARTICLE 19, LEAVES AND ABSENCES

A. General Provisions

1. Definitions.
   a. A leave of absence is authorized absence from active service for a specific period of time and for an approved purpose.
   b. FORMAL LEAVE: A leave granted for more than twenty (20) consecutive working days.
   c. INFORMAL LEAVE: A leave granted for twenty (20) consecutive working days or less.

2. Leave Categories. Leaves are either mandatory or optional.
   a. MANDATORY LEAVES. The District shall grant mandatory leaves requested by the employee if all requirements are met and reasons suitably documented.
   b. OPTIONAL LEAVES. All other leaves requested by employees may or may not be granted, depending on status and service of the employee, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. The District retains discretion as to whether an optional leave is granted. Denial of written requests for optional leaves for longer than twenty (20) consecutive working days in duration require that reason(s) for such denial be stated in writing.

3. Requirements. Each leave category has specified requirements which must be met before the leave can be granted.

4. Length of Leave. The minimum and maximum length of leave (including extension) depends on the type of leave.

5. Extension.
   a. The District reserves the right to in its sole discretion grant additional forms of leaves, lengths of leaves, and/or additional levels of compensation during such leaves. Such grant or refusal of grant shall not be used to establish precedent.
   b. UPON EXPIRATION OF LEAVE: Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before the expiration of a leave for twenty (20) days but less than ninety (90) days, the employee should make every effort to request an extension of leave, if desired and eligible. Unless such notice is given, or if notice is given and the employee's request is denied, failure to return to work upon expiration of the leave may be considered resignation from service.
6. **Compensation and Benefits.** In accordance with applicable leave provisions and Article 21, Health and Welfare.

7. **Notification and Request Requirements.**

   a. **MANDATORY LEAVES:**

      (1) Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator, or designee the working day prior to the beginning of an absence, but notification shall not be later than the first hour of the first day of absence except in unusual circumstances.

      (2) Notwithstanding other provisions of this Article, an employee must also submit a written verification covering the period of absence to the appropriate supervisor. This verification must be on the prescribed form, and whenever possible, be submitted at least ten (10) working days prior to the commencement of the leave. If not possible, the leave verification must be submitted immediately upon return from mandatory leave of ten (10) working days or less, or must be submitted no later than the eleventh (11) 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 in 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 within seven (7) 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 toward step advance shall be granted for employees on unpaid leave except as otherwise specified in said leave provisions.

9. **Rights Upon Return.**

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

   b. An employee returning to service from a Pregnancy Disability Leave of one hundred twenty (120) working days or less shall have the right to return to the same position and location from which she was assigned at the time the leave was granted.
c. An employee returning from Assault and Battery Leave, or Industrial Accident Leave, shall be returned in accordance with the provisions of those leaves. An employee returning from Pregnancy Disability Leave of one hundred twenty (120) working days or less, shall be returned to the same position and location from which leave was taken. An employee returning from Military Leave, Organizational Leave, Retraining and Study Leave, or Jury Duty Leave of ninety (90) working days or less shall be returned to the same position from which leave was taken, and shall be returned to the same location from which leave was taken for leaves of more than one hundred twenty (120) working days and not more than one (1) year, except as in d. below.

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

10. Restrictions. An unpaid leave of absence may not be converted to a paid leave of absence, unless otherwise indicated in this Article. A continuous period of absence or leave shall not exceed one 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 in 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.

B. Assault and Battery Leave (Mandatory)

1. Definition. An assault or battery leave is a type of industrial accident leave; it is granted for absence because of an injury resulting from an assault and/or battery that was directly related to the performance of duties. The determination of whether or not the absence is due to an assault or battery is the responsibility of the Division of Human Resources.

2. Requirements. STATUS: Employee must be a probationary or permanent employee.

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 the end of one (1) year, employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.
5. **Compensation.** When an employee is absent because of such assault and/or battery, the employee will be paid his/her full salary for the assignment in which serving when injured for a maximum of one (1) year. Except for the one year provision, compensation is paid under the same provisions as apply to other industrial accidents.

6. **Multiple Assignments.** Persons who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other assignments held within the District in which the employee is eligible for illness absence pay, and shall be compensated in accordance with 5. above.

7. **Report to Law Enforcement Agency.** It is the duty of any employee who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such employee is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred.

8. **Request Procedure.** Employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the fact that the employee cannot work because of injury, and a copy of the report to the Law Enforcement Agency. This report and medical statement shall be placed and maintained only in the Worker's Compensation File and will not be part of any other Personnel File.

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

**C. Bereavement Leave (Mandatory)**

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

   a. Official notice in time of war that a member of the immediate family is "missing in action," or

   b. Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

2. **Requirements.** STATUS: Employee must be a probationary or permanent employee.

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

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

4. **Extension.** Permanent employees may extend Bereavement Leave under provisions and limits of Personal Necessity Leave.
5. **Compensation.** Full salary will be paid.

6. **Effect on Benefits.** Bereavement absence with pay counts toward benefits as paid service.

7. **Request Procedure.** The employee shall, upon request, furnish evidence to his/her immediate supervisor that leave taken in accordance with the provision of this Section was in connection with bereavement.

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

1. **Definition.** Casual absence is excused paid absence when good reason for such absence exists.

2. **Requirements.**
   a. **STATUS:** Employee must be a probationary or permanent employee.
   b. **SERVICE:** In order to receive casual absence, the balance of the work day must be in paid active service (except as in 4.b. below).

3. **General Policy.**
   a. The granting of casual absence shall not be construed to mean a right to reduce the established number of working hours per month of the employee.
   b. In no case shall work of the employee's department be materially retarded by the granting of casual absence.

4. **Length of Leave.**
   a. A maximum of two hours per day, however, a maximum of four 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 full day per year, which can be taken in two half days, for the purpose of obtaining a comprehensive annual physical examination provided that a verification of such examination is submitted to Personnel Operations Branch on a designated form.

5. **Compensation.** Casual absence is paid absence.

6. **Request Procedure.** Requests for casual absence may be made verbally except for 4.b. above. Prior authorization must be received (either in written or verbal form) before the employee may absent himself/herself on casual absence.

7. **Medical Approval.** Casual absence shall be granted to employees enrolled in the Blue Cross Program to enable employees to receive second and third medical opinions.
E. Family Illness Leave (Mandatory)

1. **Definition.** A family illness leave is one granted to an employee who is needed at home because of the illness of any person related by blood or marriage or whose domestic relations are close or who is a close friend and lives in the same domicile.

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 years.

4. **Compensation.** No salary will be paid by the District for the period of the leave.

5. **Effects on Benefits.** No credit is allowed for any benefits for time spent on family illness leave. Employee may pay his/her own premiums for medical/hospital, dental and group life insurance.

6. **Request Procedure.** The employee shall, upon request, furnish evidence to his/her immediate supervisor that leave taken in accordance with the provision 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: Employee must hold permanent status.

3. **Length of Leave.** Full-time government service leave shall be for the term of the office, or four years, whichever is longer, and shall not be renewable.

4. **Extension of Leave.** Part-time government service leave may be extended beyond the four 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 and permanent
3. **Length of Leave.**

   a. The date or dates specified in the order. Absence for dates in addition to those specified must be certified by an authorized officer of the governmental jurisdiction.

   b. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such Governmental Order absence occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned workday or week, when his/her presence is not required pursuant to said governmental order.

4. **Compensation.**

   a. Regular salary is allowed for period of leave if evidence of governmental order is provided. Salary differentials shall be included in computing Governmental Order pay for employees who receive such salary differentials.

   b. If any compensation is received for responding to governmental order, other than mileage and/or subsistence or compensation for District non-working days, such compensation shall be given to the college or division time-keeper for forwarding to the Disbursements Branch.

H. **Illness Leave (Mandatory)**

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

   a. **FORMAL ILLNESS LEAVE:** A leave granted for more than twenty (20) consecutive working days.

   b. **INFORMAL ILLNESS LEAVE:** A leave granted for twenty (20) consecutive working days or less.

2. **Requirements.**

   a. **STATUS:** Probationary/Permanent

   b. **SERVICE:** A new employee must render service before being entitled to Illness Leave.

3. **Calculation and Compensation of Illness Leave.**

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

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

Thereafter, an employee will be credited annually, on the first day of the pay period in which July 1 falls, with twelve (12) working days of full-pay illness leave 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 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
j. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.

k. Fractions of hours of thirty (30) minutes or less shall be rounded down to the next whole hour for reporting of illness leave; fractions of hours in excess of thirty (30) minutes shall be rounded up.

l. When an employee is absent because of illness and such absence is properly reported and verified, the employee will be paid his/her full salary up to the total number of full-pay illness days to his/her credit. Additional illness absence will be paid at half salary up to the total number of half-pay days accumulated. Additional illness absence will be non-paid until the beginning of the next year at which time new balances will be credited as described above.

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

n. UNPAID ILLNESS LEAVE: A permanent employee who has exhausted all paid illness leave, vacation, and other available paid leaves shall be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six-month periods. The total of all paid and unpaid illness leave allowed shall not exceed eighteen (18) months.

4. Effect on Benefits.

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

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

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

5. Request Procedure.

a. INFORMAL ILLNESS LEAVE: In order to receive compensation while on Illness leave for twenty (20) consecutive working days or less, an employee must comply with the notification procedures required under the General Provisions Section. Compensation also depends on submission by the employee of the verification in accordance with paragraph 6.e.
D. FORMAL ILLNESS LEAVE:

(1) When an employee becomes aware that he/she will be absent because of illness, injury, or quarantine for more than twenty (20) consecutive working days, the employee must request a formal illness leave of absence. Verification for such a leave will be sent to an employee who has been absent because of illness, injury or quarantine for ten (10) consecutive working days by the employee's college or division. Verification for illness leave of absence is subject to the approval of the Division of Human Resources based upon the recommendation of the District's Employee Health Services. Salary payments shall be withheld for an employee who has been absent for more than twenty (20) consecutive workdays if a formal leave of absence has not been requested.

(2) Requests for formal illness leave of absence must be accompanied by an attending physician's statement which has been completed by the employee and a licensed physician or practitioner.

(3) The required forms must be submitted by the employee to the college or division prior to the twentieth 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 Operations Branch in writing.

(6) Denial of a formal illness leave of absence for medical reasons may be a basis for request for an Administrative Review by the Office of Employer-Employee Relations. If there is disagreement between the employee's physician and the District's physician, the review shall include a third medical opinion from a physician jointly selected by the parties to this Agreement.

6. Return Procedure and Health Examination Procedures.

a. An employee who is absent on account of illness or injury, shall sign, on the prescribed form, a statement that such absence was due to illness or injury or quarantine. Such form must be approved for payment by the proper administrator. Payment for absence due to illness shall be made only upon certification by the Chancellor or his/her designated representative that such absence was for reason of illness or injury.

b. An employee who is on formal illness leave of absence must submit the certification mentioned in 6.a. above once per pay period for each pay period he/she is on leave in order to receive salary payment.
c. In any case, when an employee is incapacitated and unable to sign the prescribed form, the Division of Human Resources may approve pay without the employee's signature.

d. If an employee has been absent on formal illness leave, he/she shall notify his/her supervisor at least one day in advance of his/her expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day.

e. If an employee has been absent because of illness or injury for more than five (5) consecutive days, the employee must, before returning to duty, submit a written medical clearance and verification of illness or injury from his/her own attending physician. Said verification and clearance must be submitted to his/her immediate supervisor immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance or medical verification for absences of less than five (5) days when it appears to management that the employee is attempting to misuse the illness leave, provided that management notify the employee in writing, of such a requirement in advance or at the beginning of the leave.

f. An employee shall be required to report for health examination to the District's employee health service, when in the judgement of his/her supervisor, the apparent health condition of the employee warrants it. If the report of the physician shows that an employee in service or returning to service is not medically qualified to perform his/her duties, the employee may be required to take sufficient leave to rehabilitate himself/herself. Written notice of non-approval and the reason therefor shall be provided to the employee together with information concerning the employee's right to appeal to the Office of Employer-Employee Relations for an Administrative Review.

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

7. Employment While on Leave.

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

8. Attendance Incentive Program.

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

1. **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 police or the District office police.

2. **Requirements.** STATUS: Employee must have permanent status.

3. **Length of Leave.**
   
   a. Paid industrial accident leave shall be granted from the first day of absence but shall not exceed 60 working days (when the employee would have been performing his/her duties) for one accident and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence, regardless of the amount of a temporary disability indemnity award.

   b. The 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 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 industrial accident or industrial illness.

5. **Compensation.**
   
   a. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Los Angeles Community College District shall not, when added to the normal temporary disability allowance award without penalties from Workers' Compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who receives a salary differential shall not lose the advantage of the differential during paid industrial accident leave.
d. **ILLNESS LEAVE FOR INDUSTRIAL ACCIDENT PURPOSES:** During the initial 60-day absence, the employee shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the employee's accumulated illness balance. If the 60-day maximum is exceeded, the employee may start drawing the regular illness compensation to which he/she may be entitled.

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

c. **VACATION PAY FOR INDUSTRIAL ACCIDENT PURPOSES:** After all illness pay has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Fund.

d. During all paid leaves resulting from an industrial accident or industrial illness, the District shall issue to the employee appropriate warrants for payment of wages, loss benefits, salary and/or leave benefits. Such warrants are subject to normal retirement and other authorized deductions.

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

f. If an employee has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.

6. **Multiple Assignments.** Persons who have multiple assignments will be given industrial accident leave from the assignment in which the accident occurred and from any other assignments held within the District in which the employee is eligible for illness absence pay.

7. **Effect on Benefits.** Time on industrial accident leave does not constitute a break in service; the first 60 days is not charged against illness pay balance; time on District paid industrial accident leave counts toward salary advance and retirement credit; time does not count toward eligibility for other leaves. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
8. **Return to Service**

a. Health approval is required before a return to service from injury or illness.

b. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be terminated and his/her name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

c. An employee certified to return to service without restrictions from an industrial accident leave shall have the right to return to the same location and position from which he/she was assigned at the time the leave was granted, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class. If an employee is certified to return to service with restrictions paragraph 8.f applies.

d. An employee who fails to accept an appropriate assignment after being medically approved by the District's employee health services shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class at the time of layoff, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available.

e. In instances when the employee is permanently unable to perform the duties required in the class/position, that he/she held at the time the leave was granted, the District shall comply with state and federal regulations and District policy concerning accommodation to another position/classification and/or rehabilitation/training of the employee.

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

Article 19
9. **Activities While on Leave.**

a. An industrial accident leave period begins on the first day for which injury is claimed at the hour the employee usually reports for work and extends through the last day for which injury is claimed until the hour the employee is engaged in any gainful employment. The employee will be required to forfeit any injury pay received from the district during any period of employment.

b. An employee on industrial accident leave shall remain within the state unless the governing board authorizes travel outside the state.

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

1. **Definition.** A jury duty leave is a leave which shall be granted when an employee is regularly called for jury duty in a manner provided by law.

2. **Requirements.** STATUS: Probationary or permanent

3. **Length.**

   a. The length of leave shall be for the actual period of jury duty. If possible the employee shall attempt to arrange to be absent at a time within the limits of the court order convenient to the district.

   b. Subject to the possibility of making reasonable travel arrangements, employee shall make himself/herself available to the district for work during the balance of his/her normal working day or week when his/her presence is not required in court or elsewhere for jury duty. If the employee's regular assignment is to other than the day shift, the above requirements shall be fulfilled by making himself/herself available between the hours of 8:00 a.m. and 5:00 p.m.

4. **Compensation.** Pay shall be for those days and hours for which the employee would otherwise have received pay for his/her assignment if not excused for jury duty. When an employee makes himself/herself available to the district for work as set forth in paragraph 3.b., and is required to work overtime, he/she shall be paid in accordance with Article 12, Hours and Overtime.

5. **Effect on Benefits.** None

6. **Request Procedure.** An employee receiving a call for jury duty shall:

   a. Notify his/her immediate supervisor as soon as possible after the receipt of a letter directing him/her to appear for qualification for jury service and/or a jury summons.

   d. Fill out all forms related to jury leave of absence 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 leave of absence.

d. Collect all jury fees and remit them to the Payroll Branch of the Los Angeles Community College District, except as follows:

   (1) Any mileage fee may be retained by the employee.

   (2) Jury fees earned on days for which the District does not pay the employee.

   (3) When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to his/her daily gross earnings.

K. Maternity Leave (Mandatory)

1. Definition. A Maternity Leave is an unpaid leave of absence for a prescribed period of time granted because of pregnancy of the employee.

2. Requirements. STATUS: Permanent and Probationary

3. Length of Leave. The duration of such leave of absence shall be for a period not to exceed the period of confirmed pregnancy.

4. Compensation. Maternity leave is unpaid leave; however, for the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness absence pursuant to Section H, Illness Leave, of this Article.

5. Effect on Benefits. No credit is allowed for time spent on Maternity Leave for any benefits, including step advance, eligibility for other leaves, retirement, etc. Time shall be counted toward seniority for the purpose of establishing a retention list in the event of a layoff and computing seniority credit for promotional examination.

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 180 calendar days including time involved in going to and returning from such duty,
b. **MILITARY LEAVE OTHER THAN TEMPORARY**: A Military Leave Other Than Temporary shall be granted to an employee who is ordered into active military duty as a member of a reserve component of the Armed Forces of the United States; is ordered into active Federal military duty as a member of the National Guard or Naval Military or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States.

2. **Requirements.** STATUS: Employee must have probationary or permanent status.

3. **Length of Leave.**
   a. **TEMPORARY MILITARY LEAVE**: The period of ordered duty, not exceeding 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 year immediately prior to the date on which the leave begins shall be entitled to receive his/her full salary for the first 30 calendar days of the leave. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.

5. **Effects on Benefits.**
   a. Time spent on temporary military leave counts toward 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 year immediately prior to the date upon which his/her temporary military leave of absence begins, shall receive the same vacation, illness leave, and holidays and the same rights to promotion, continuance in service, employment, or re-employment that he/she would have enjoyed had he/she not been absent therefrom.
   c. **MILITARY LEAVE OTHER THAN TEMPORARY**: No vacation time shall accrue during Military Leave Other Than Temporary. However, vacation time already earned but not taken shall be granted either prior to or after return from military leave in accordance with Article 10, Vacation.
   d. Illness days shall accrue to an employee while on military leave but no illness leave shall be allowed during Military Leave Other Than Temporary.
   e. An employee absent from the service of the District because of a military leave shall continue to accrue seniority credit during such absence.
6. **Return to Service.** An employee returning from military leave shall, upon application made within one (1) year after the cessation of war emergency or within six (6) months of prior completion of active military duty be returned to a position in his/her classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided that he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a less amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified. In the absence of such vacant position in a comparable class for which qualified, the employee’s name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of his/her application.

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

8. **Placement on an Eligible 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 eligible list in effect, the examination for which he/she was unable to take by reason of his/her military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

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 such leave may be granted for each organization as approved by the organization’s president; however up to four FTE leaves may be granted to serve in AFT, such leaves not to exceed eight 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 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 Organizational Leave for serving in AFT counts as service for salary step advance and for Retraining and Study Leave. If the Organizational Leave is for any officer of the AFT, seniority and other benefits shall continue to accrue as in 4. above.

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

1. **Definition.**
   a. Optional parental leave is a leave granted to an employee when it is necessary to be absent for the purpose of supervision of his/her own minor child (minor child is defined as a child under 18 years of age). Said employee must be a parent or legal guardian of his/her own minor child.
   
   b. Mandatory parental leave is a leave granted to an employee due to the birth of his/her own child or the arrival of his/her own adopted child.

2. **Requirements.** STATUS: Employee must have permanent status in the District on the effective date of the leave.

3. **Length of Leave.**
   a. Optional parental leave may be granted for a period of up to one year and may be extended for a total of three years for any given minor child.
   
   b. Mandatory parental leave shall be granted for a maximum of three consecutive working days.

4. **Compensation.**
   a. Optional parental 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.

5. **Effect on Benefits.** No credit is allowed for time spent on unpaid leave.
0. 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 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 year and may be granted on a fulltime, and/or alternate period basis.

4. **Extension of Leave.** Under exceptional circumstances, a formal personal leave may be extended to a total of two years.

5. **Compensation.** No salary will be paid by the District for the period of the leave.

6. **Effect on Benefits.** No credit is allowed for the time spent on personal leave for any benefits, which are determined on the basis of the number of days for which pay is received.

7. **Request Procedure.** Request for informal personal leave should be made orally to the District. Request for formal personal leave should be made on a prescribed form and submitted to the District.

P. Personal Necessity Leave (Mandatory)

1. **Definition.** Personal Necessity Leave of Absence is a paid leave granted to permit an employee to be absent without loss of pay when the specific conditions or events (see below) require the personal attention of the employee during his/her assigned hours of service and involve circumstances the employee cannot reasonably be expected to disregard.

2. **Requirements.** STATUS: Employee must be in a status which qualifies the employee for Illness pay.

3. **Length of Leave.** Leave may be requested for one or more hours of absence. After leave of one (1) hour, fractions of hours of thirty (30) minutes or less shall be rounded down to the next whole hour for reporting of leave; fractions in excess of thirty (30) minutes shall be rounded up. The total paid hours allowed in any one fiscal year shall not exceed the equivalent of six days.

4. **Compensation.** Full salary will be paid upon approval for all hours of absence for which proper certification is made which do not exceed the above limits and which do not exceed the total full-pay Illness balance of the employee. All hours paid will be deducted from the full-pay Illness balance of the employee.

5. **Qualifying Events.** The following are those events which may be used as the basis for requesting personal necessity leave:

   a. (1*) BEREAVEMENT: The death of a person related by blood or marriage, or whose domestic relations were close, or who was a...
close friend, or lived in the same domicile, or absence due to (1) official notice in time of war that a member of the immediate family is "missing in action," or (2) official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country. This benefit is in addition to any days of paid leave granted under Bereavement Leave.

d. (2*) ACCIDENT: An accident to any employee's person (not covered by Illness leave or Industrial accident leave),

c. (3*) or to his/her property or to the person or property of a member of his/her family (see "a" above), which is serious and requires the attention of the employee during his/her assigned hours of service.

d. (4*) COURT APPEARANCE: Appearance of an employee as a litigant or party in any court or administrative tribunal, provided that the employee:

(1) Presents certification from the Clerk of the Court or other authorized officer indicating each date of necessary attendance.

(2) Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or tribunal is not necessary.

e. (5*) WITNESS: Appearance of an employee as a witness under official governmental order, provided that the employee:

(1) Presents a certification from the Clerk of the Court or other authorized officer indicating each date of necessary attendance.

(2) Remits any witness fee collected to the Payroll Branch of the District.

(3) Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or before an administrative tribunal is not necessary.

f. (6*) FAMILY ILLNESS: Illness of a member of the employee's family (see a. above).

g. (7*) PATERNITY: The birth of the employee's child.

h. (8*) HOME PROTECTION: Necessary action taken by an employee in the face of imminent danger to his/her domicile occasioned by a natural event, such as flood, fire, or earthquake.

i. (9*) Any other significant event, personal to the employee for which other paid leave of absence is not authorized, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.
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.

b. Two of the six (6) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified in writing his/her immediate supervisor at least three (3) working days in advance of the beginning 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. Subject to the direction of his/her division head, the administrator or supervisor shall take whatever steps are necessary to satisfy himself/herself that a personal necessity did exist within the limits of this Section.

Q. **Position Leave (Mandatory)**

1. **Definition.** A position leave shall be granted to an employee who is on an eligibility list for a higher classification to serve temporarily in that higher classification or a position leave shall be granted to an employee to serve in the certificated service in a probationary or temporary position. Employees who are appointed to temporary assignments in higher classifications who were not appointed from an eligibility list will be limited to a mandatory position leave of not more than ninety (90) working days; extensions may be optional in accordance with Personnel Commission Rule 671.

2. **Requirements.** STATUS: Permanent or probationary employee.

3. **Length of Leave.** A position leave shall be granted for one year or less and extended to two years. A position leave or any combination of position leaves may be extended from two years to a maximum of three consecutive years only upon the specific request of the College President or Division Head and upon the approval of the Chancellor.

4. **Compensation.** No salary shall be paid while on leave; however, compensation shall be earned for the position in which service is rendered.
5. **Effect on Benefits.**
   
a. **SALARY:** Service in a position in a higher class than that of the regular assignment counts toward step advance in the regular assignment.

b. **OTHER BENEFITS:** Time on position leave does not count toward other benefits except as may be provided by other District rules.

6. **Request Procedure.** The District is responsible for initiating a position leave. No formal request is required from the employee. All position leaves shall have an ending date.

R. **Rest Leave (Mandatory)**

1. **Definition.** A rest leave is one granted to an employee who, in the opinion of a physician or other licensed practitioner, is not ill enough to qualify for illness leave but does need a rest.

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.** Leave may be granted for one year or less but may be extended for a total of two years (including any consecutive illness leave).

4. **Compensation.** No salary will be paid by the District for the period covered by the above.

5. **Effect on Benefits.** No credit is allowed for time spent on rest leave for any benefits.

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

1. **Definition.** A Retraining and Study Leave is one which shall be granted to an eligible employee for the purpose of acquiring new skills as a result of changes in the District's organization and methods and/or acquiring, maintaining, or improving skills used in the service of the District. Retraining and Study Leave is a mandatory leave except that a leave which includes work experience is an optional leave. Approval of Retraining and Study Leave, which involves work experience shall be at the sole discretion of the District.

2. **Requirements.**
   
a. **STATUS:** The employee must have permanent status in the District at the time the leave begins.
b. SERVICE: The employee must have rendered paid satisfactory service (overall Performance Evaluation rating must be Meets or Exceeds Work Performance Standards in the previous two (2) years; exceptions may be made at the discretion of the District) to the District for not less than 75% of his/her assigned time in each of the seven consecutive years prior to the granting of the leave. Leaves do not break time service continuity for Retraining and Study, but may reduce the days served in a year below the minimum requirement. Only service rendered subsequent to return from the most recent Retraining and Study Leave and subsequent to the most recent break in service is counted except that all time served between the two periods of a split Retraining and Study Leave counts for a subsequent Retraining and Study Leave.

c. PROGRAM: The employee's program for study or retraining must be evaluated as being related to the duties described in the employee's job specification, related classification, or career ladder as determined by the Retraining and Study Committee. Retraining Leave may include work experience in an established organization or business enterprise.

A study plan shall indicate enrollment in at least five-semester units each semester (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 or a full year. The second half of a one-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 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 (1/2) of his/her regular rate of pay; compensation in excess of one-half (1/2) of regular rate of pay shall be subject to the approval of the Chancellor or his/her designee. Payment may be made to the employee in two (2) equal semi-annual installments in accordance with Education Code Section 88224, or may be made in the same manner as if the employee were performing service for the District, provided that the employee:

a. Furnishes the District with a suitable bond against loss in the event that the employee fails to render the two (2) years of service required following return from the leave, or

b. Furnishes the District with other assurances of loss as the District elects to permit.

5. Effect on Benefits. Time spent on Retraining and Study Leave will not be considered a break in service for any purpose.

6. Return to Service. An employee must render paid service in the District after return from a Retraining and Study Leave which is equal
to twice the period of the leave. Upon completion of leave of absence, the employee will be assigned, unless he/she otherwise consents, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had he/she remained in active service.

7. **Failure to Complete Leave Objectives.** Employees who do not complete the approved leave objectives shall reimburse the District for compensation paid for the period following discontinuance of leave-study program for failure to maintain adequate study standards.

8. **Additional Assignments.** Employees may, while on leave of absence, provided that there is no conflict in hours, continue existing multiple assignments or previously held outside employment. During any period of the leave in which the income from the new employment is greater than the Retraining and Study Leave pay for that month, the amount in excess of the leave pay will be deducted from the leave pay so that the total of new employment and leave pay does not exceed the regular pay of the employee including differentials for which the employee would have been eligible had he/she not been on leave.

9. **Request Procedure.** Request for Retraining and Study Leave cannot be received any earlier than April 1 of the year preceding the fiscal year in which the leave is taken. Applications must be received at least sixty (60) calendar days prior to the effective date of the leave. If two 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 non-credit basis);
      6. Require enrollment in an educational institution for a minimum of fifty percent 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 Division of Human Resources.

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The report should include a brief description of the courses completed and their professional implications.

Form C140 (Statement of Formal Study Completed) must be submitted with the Retraining and Study Leave Report.

Transcripts verifying successful completion of approved courses must be provided. Grade Report Forms are not acceptable.

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.

If approved, the study must be undertaken and completed during the period of the leave. Summer study does not fulfill the requirements for "CM" 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 Division of Human Resources 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 ensuing pay periods. The salary warrant for the third 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.

Requirements of Employees While on Retraining and Study Leave. The following are required of personnel on Retraining and Study Leave:

a. MONTHLY CERTIFICATION OF COMPLIANCE WITH CONDITIONS OF STUDY AND RETRAINING LEAVE (Form C351): This card must be received in the Personnel Operations Branch not later than the Tuesday preceding the first payday of each pay period if the warrant is to be mailed on time.

b. NOTIFICATION OF ILLNESS OR INJURY WHILE ON RETRAINING AND STUDY LEAVE: Interruption of a program of Retraining and Study Leave by a serious injury or illness sustained during the leave will not be considered a failure to fulfill the conditions of the leave. Written notice of such interruptions must be forwarded to the Personnel Operations Branch within ten (10) days on Form C138, or by letter to which a doctor's statement verifying the illness or injury is attached. Such communication, either Form C138 or letter, should be forwarded by certified mail.

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


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, Division of Human Resources by means of certified letter; and

(2) Written evidence (Form C138) verifying the interruption of the program due to a serious injury or illness is filed with the Personnel Operations Branch within ten (10) days. A Retraining and Study Leave may be changed to an Illness Leave with District approval prior to the end of the first pay period of the leave without loss of Retraining and Study Leave. Changes made after the first pay period of the leave will result in the loss of Retraining and Study Leave.

b. FAILURE TO COMPLETE REQUIREMENTS DUE TO MILITARY SERVICE: Involuntary call to active military service will justify the conversion of a Retraining and Study Leave to a Military Leave without jeopardy to Retraining and Study Leave salary already received. If this conversion takes place before the end of the first pay period, Retraining and Study Leave rights will be preserved. If such conversion takes place after the close of the first pay period, the employee will be considered as having used one-half (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 1/2) years following an honorable discharge and return to service with the District.

c. FAILURE TO COMPLETE REQUIREMENTS DUE TO OTHER CAUSES: An employee who has been approved for a Retraining and Study Leave of Absence but who fails to complete all of the requirements of the leave due to serious illness in the family or other causes beyond one's control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an Incomplete leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths. A year's leave of absence for an A basis employee means 13 pay periods; for a C basis employee, 10 pay periods; for a G basis employee, 239 assigned days.

The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the
Retraining and Study Leave was authorized and prior to return to active duty or prior to the beginning of a leave immediately following the Retraining and Study Leave.

d. INCOMPLETE LEAVE: To receive partial compensation for a Study and Retraining Leave, the significant portion of the requirements must have been completed.

e. INCOMPLETE LEAVE - INDEPENDENT STUDY: To receive partial compensation for an incomplete leave which was approved for study, the nature of the study must be such that certain units can be and are completed apart from the remainder of the study. The completed units must have significance in themselves, and not be merely an introduction to other work, and must have been completed in the required time. Regardless of the amount of work involved, the collection of data which is not summarized, and which is not used in reaching conclusions in completed units, shall not be considered as meeting any portion of the requirements for the leave.

f. EFFECT OF INCOMPLETE LEAVE ON BENEFITS: Incomplete leave can count toward 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, Division of Human Resources shall select two members, one of which is a management employee from a campus and the other is a management employee from the Division of Human Resources. The AFT shall select two members, one of which is a Unit member from a campus and the other is a Unit member from the District offices. 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 affirmative management vote and one affirmative AFT vote. Failure to reach such majority shall be considered nonapproval. If a leave is not approved, the employee shall be given the reason for nonapproval. A meeting shall be called at the request of any member of the committee when deemed necessary.

15. Limit on the Number of Retraining and Study Leaves. There shall be no more than eighteen (18) Retraining and Study Leaves granted per year. The limit shall be attained in order of receipt. Ties shall be broken by selecting the employee with the greatest District seniority.

16. Cancellation of Retraining and Study Leave.

a. A Retraining and Study Leave may be canceled 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 Division of Human Resources 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 Division of Human Resources after the beginning date of the leave but before the end of the first pay period, the Retraining and Study Leave will be canceled with an effective date of the beginning date of the Retraining and Study Leave; leave pay will be canceled, but leave eligibility will be preserved.

d. If request for such cancellation is received by the Division of Human Resources 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 canceled Retraining and Study Leave has no right to return to his/her former location until the ending date of the Retraining and Study Leave; even then such right exists only if the employee would not otherwise have been moved.

ARTICLE 20, CONFERENCE ATTENDANCE

The District shall grant conference attendance with pay but without expenses up to but not to exceed a cumulative total of 1,400 hours for the duration of this Contract for employees designated by AFT, for the purpose of attending CFT's annual conference and/or AFT's annual conference provided that no more than one employee is absent from any office or operational unit for such purpose.

ARTICLE 21, HEALTH AND WELFARE

A. District Health and Welfare Plans - General: The District shall contribute the amount of premium required in order to enable eligible employees, retirees, and dependents to participate in the following health and welfare plans for the term of this agreement. The carriers or Insurers of such plans shall be selected by the Board of Trustees. Any changes to the carriers or Insurers of such plans shall be made by the Board of Trustees after consultation with the AFT in a good faith effort to reach an agreement.

1. One or more fee-for-service hospital-medical plans with benefits equivalent to the District's current Blue Cross, Blue Cross Prudent Buyer Plan (Option 1), Blue Shield, or Occidental Life Plans for eligible employees, retirees, and dependents. No new enrollees shall be permitted enrollment in Transamerica Occidental Life Insurance Plan.

2. One or more group practice plans with benefits equivalent to the District's current Kaiser, Ross-Loos, or Maxi-Care Plans for eligible employees, retirees, and dependents.

3. One or more indemnity dental plans with benefits equivalent to the District's current Prudential Plan for eligible employees, retirees, and dependents; and one or more closed panel dental plans with benefits equivalent to the District's current Safeguard Dental Plan.
for eligible employees, retirees, and dependents, provided that the closed panel premium cost does not exceed the premium cost of the indemnity dental plan.

4. One or more vision care benefit plans with benefits equivalent to the District's current vision care program providing an examination, lenses (excluding cosmetic contact lenses) and one set of frames every twenty-four (24) months, as required, for each eligible employee, retiree, and dependent, subject to a $10 per occurrence deductible.

5. A term life insurance plan equivalent to the District's current plan, for eligible employees through age 69, with 50% payable to those 70 years of age or older. The death benefits under the plan shall be $40,000.

Notwithstanding any other Article or Section in this Agreement, the enrollment of an employee in the life insurance plan continues providing that the appropriate premium is paid. In the event an eligible employee is in an unpaid status including maternity leave and not eligible for Board contribution, the employee may arrange for continuance of his/her enrollment within the limitations established by the life insurance carrier effective October 1, 1987.

B. Eligibility for Plans: Eligibility requirements for employees, retirees, and dependents shall be as provided in the applicable plan and as follows:

1. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute temporary, extra, exchange or relief shall be eligible to enroll in a plan. "Half-time" shall be defined as 50% of a full-time assignment. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

2. If the employee is age 70 or over, he/she must enroll and maintain enrollment in those parts of Medicare for which he/she is eligible under Federal law. It shall be the responsibility of the employee to provide the District and/or the plan with verification of enrollment in those parts of Medicare for which eligible, including such verification for dependents. An employee terminated from a hospital-medical plan for failure to enroll in those parts of Medicare for which eligible may re-enroll in the plan from which terminated after the effective date of Medicare coverage. Re-enrollment shall be subject to any health statement required by the plan.

3. In order to remain eligible, the employee must be in paid status within his/her assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which compensation is allowed. To obtain such reimbursement, the employee shall file application therefor with the District's Insurance Section. An enrolled employee on formal Illness Leave shall have the same portion of the premiums paid by the District contribution without regard to such employee pay status.
4. Every person retired from District employment and his/her eligible dependents is eligible to continue enrollment in a Group Hospital-Medical, Dental, and Vision Plan (but not in a District-paid life insurance plan), provided that he/she is enrolled in those parts of Medicare for which he/she is eligible and he/she retired from District service in accordance with the Rules and Regulations then in effect with the retirement system of which he/she is a member. Requirements under Medicare shall be the same as those in B.2. above.

C. **Enrollment:** For the hospital-medical, dental, and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must upon re-enrollment in that same enrollment year select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. An employee 70 years of age or older who is otherwise eligible for a hospital-medical plan but is not enrolled in those parts of Medicare for which he/she is eligible may not enroll in a plan until such time as Medicare coverage is effective. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

1. For life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit, however, a beneficiary application should be completed.

2. Dependents may be enrolled without evidence of insurability provided that:

   a. Application for dependent coverage is submitted by the employee during the enrollment period specified for employees;

   b. If the employee does not have eligible dependents at the time of enrollment, application for newly acquired dependent(s) is received by the Insurance Section within thirty (30) days of the acquisition of such dependent;

   c. If the employee has coverage for dependents and a new dependent is acquired, such newly acquired dependent shall be automatically covered for thirty (30) days but an application must be made to add that new dependent within thirty (30) days.

Dependents not eligible for coverage as provided above may be enrolled by providing evidence of good health acceptable to the plan.

3. Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans in accordance with District established procedures. The District's Health Insurance Section shall establish and announce the dates of said open enrollment period. In the event that an eligible employee requests change of plan, he/she shall continue to be covered by the carrier from which he/she is transferring until such time as the new coverage can be instituted.
D. Continuance of Enrollment

1. With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment while eligible by making a proper payment to the District for the plan in which enrolled. Each employee granted leave shall, at the time verification of leave approval is given, receive written indication of this right. Payment shall be made by check or money order in the gross premium amount, payable to the District and sent to the District’s insurance Section. Payments may be made by installments on the due dates and in the amount required by the District.

2. With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment.

E. Termination of Enrollment: The enrollment of an employee shall terminate:

1. For failure of the employee to make direct payment as provided under Paragraph D., in which case coverage shall terminate at the close of the month for which the last premium was paid;

2. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

3. Upon termination of employment, except in cases of retirement, in which case coverage shall terminate at the close of the month in which the employment termination was effective;

4. In the event of an employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility;

5. For hospital-medical benefits, for failure to enroll or maintain enrollment in those parts of Medicare for which eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period during which the employee or retiree would have been eligible for Medicare benefits had proper application been made; and

6. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

With respect to hospital-medical plan coverage, if the employee's or retiree's participation is terminated at the plan's request, for other than non-payment of premium, the employee or retiree may enroll in another of the District's hospital and medical plans by making proper application to the District's insurance Section.

F. Conversion of Enrollment: With respect to the hospital-medical plans, an employee or retiree who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise
the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

G. Enrollment of Survivors: Enrollment of surviving spouses and dependents, if any, of the employees or retirees for which District contribution of premium will be made, shall continue pursuant to the following:

1. The surviving spouse, and/or dependent children, if any, of an employee or retiree may be enrolled in a District Plan, providing the deceased had been enrolled, at the time of death.
   a. Enrollment shall cease upon death of the surviving spouse, remarriage, or eligibility for group coverage under his/her employment.
   b. Continued enrollment shall be dependent upon survivor's participation in Medicare benefits for which survivor may be eligible.
   c. The right of the surviving spouse to enroll in a District plan shall not inure to the benefit of any dependent children upon cessation of eligibility of such spouse.

2. Any survivor enrolled in a District plan whose enrollment ceases pursuant to the foregoing provisions shall not be eligible for re-enrollment.

H. Multiple Enrollment: An employee or retiree shall not be enrolled in more than one District sponsored hospital-medical, dental and vision plan at any one time.

1. An employee or retiree may be included in a plan as an enrolled employee or retiree or as a dependent of another employee or retiree, but not both.

2. An individual may be included as a dependent under the enrollment of only one employee or retiree.

3. When a husband and wife are both employed as employees, and both have enrolled themselves and their eligible family members under a group health care service plan provided by their respective employers, and each spouse is covered as an employee under the terms of the same master contract, each spouse may claim on his or her behalf, or on behalf of his or her enrolled dependents, the combined maximum contractual benefits to which an employee is entitled under the terms of the master contract, not to exceed in the aggregate 100 percent of the charge for the covered expense or service. The same shall be true for a husband and wife enrolled in a group hospital service plan.

4. With the exceptions of the foregoing husband and wife enrollment, multiple enrollment is prohibited.
1. Miscellaneous

1. If any premium is refunded, the plan shall make such refund directly to the District. However, when the refund is a result of direct payment made by the employee, premiums shall be refunded to the employee.

2. All disputes with respect to the carriers administration of such programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article 22 of this Agreement.

3. Dependents and Change of Status. Dependents shall be as defined and change of status and coverage of dependents shall be as provided by the plan in which the employee or retiree is enrolled. However, dependent coverage shall be limited to the employee's or retiree's:
   a. Spouse.
   b. Unmarried dependent children under age 19.
   c. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
   d. Unmarried dependent children without regard to age who are physically or mentally incapacitated.
   e. The District and the AFT shall investigate the feasibility of including in the definition of "dependent" one (1) person who is related by blood or marriage, or one (1) person who lives in the same domicile and who executes a "Statement of Domestic Partnership." For such individuals to be defined as dependents, the employee who is eligible for benefits in accordance with this article must have no other dependents as defined in sections a-d above.

"Dependent children" as used herein, shall not include other than the employee's or retiree's natural children, step-children, legally adopted children, and foster children.

4. Verification of Medicare Enrollment. It shall be the sole responsibility of the employee or retiree to provide the District and/or the plan with verification of enrollment in those parts of Medicare for which he/she or his/her dependents may be eligible.

5. Change of Plan—Employees on Retraining and Study Leave. An employee enrolled in a closed panel plan who, while on authorized Retraining and Study Leave of absence, will be located for a substantial period of time during the leave outside the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area.

6. Change of Plan. An employee or retiree enrolled in a closed panel plan who makes a permanent residence change outside of the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area. Application must be made within sixty (60) days after cancellation of the closed panel membership and within six (6) months after the residence change is effective.
7. **Conversion of Plans Outside the District Program.** An employee who is enrolled in a hospital-medical plan for at least two consecutive coverage periods and whose enrollment terminates because of:

   a. Failure to make direct payments when required as provided under Section D,

   b. Loss of eligibility, or

   c. Termination of employment, shall be given the opportunity to exercise the right of conversion to coverage outside the District program, as may be available in his/her particular plan.

8. **Coverage.** Coverage shall be on a 12-calendar month basis.

9. **Additional Benefits.** The maximum lifetime major medical benefit shall be $1,000,000 with a stop loss of $5,000.

10. **Maintenance of Benefits.**

    Should a current carrier offer increased benefits without increased cost, fringe benefit contracts shall be amended to include the additional benefit(s) upon mutual agreement of the District and the AFT.

J. **Vestment:** Notwithstanding District policy concerning vestment of benefits for retirees, effective at the execution of this Agreement all employees employed thereafter shall in order to become eligible for benefits be continuously employed by the District prior to retirement from the District for a period of five (5) years in full-time service or its equivalent. Nothing in this Section shall be construed as to prohibit the District from changing carriers or insurers of health and welfare plans during the term of this Agreement, after consultation with the AFT in a good faith effort to reach agreement.

K. **Advisory Committee:** An advisory committee shall be established to review the District's health and welfare plans. The committee may recommend changes, additions and/or deletions to the plans. If the recommended changes, additions and/or deletions reduce the cost of the existing health and welfare plans, the parties to this Agreement shall reopen, upon request of either party, no more than once a year, the fringe benefit articles for negotiations for additional benefits not to exceed the amount of the cost reduction for the Classified Unit 1 employees. AFT shall be entitled to one member on the Advisory Committee.

L. The District shall provide an annual retirement seminar for all identified retiring unit members. This seminar shall discuss provisions for the maintenance of insurance coverages. Retiring members shall be informed in writing and receive all forms for the maintenance of such coverage.

**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". Also any and all probationary performance evaluation 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 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.


8. Respondent. The respondent in any grievance is the supervisor or management employee who has the authority to adjust the complaint as determined by the campus or District.
D. Rights and Responsibilities

1. At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by an AFT representative(s). A grievant shall also be entitled to represent himself/herself (but may not be represented by any other person other than an AFT representative) up to and including Step Three of the Grievance Procedure. The supervisor or administrator shall have the right to be accompanied by another supervisor or administrator or District representative at all such meetings. By mutual agreement, other persons such as witnesses may also attend grievance meetings. Unit members may have a grievance adjusted without the intervention of the AFT as long as the adjustment is not inconsistent with the terms of this Agreement. The AFT shall be provided copies of any grievance filed by unit members and any response by the District. Prior to resolution of any grievance, the Union shall be provided a copy of the proposed resolution and given the opportunity to respond. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be submitted to Step Four for resolution.

2. Released Time for Employees and AFT Representatives. Grievance meetings and hearings will be scheduled at mutually convenient times and places during District business hours. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant. If grievance meetings and/or hearings are conducted outside the AFT’s Representative’s regularly scheduled released time, he/she shall be released from his/her assignment for the period of the meeting or hearing plus reasonable travel time without loss of pay.

3. Any rights granted to one party to the complaint shall be granted to the other.

4. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties agree to the contrary.

5. Processing and discussing the merits of a grievance shall not be considered a waiver by the District or the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

6. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with or interruption of District business at the employee’s work.

7. The Immediate supervisor or management employee shall inform the grievant of any limitation upon his/her authority which prevents full resolution of the grievance and shall direct the grievant(s) to the employee who has the authority to resolve the grievance.

8. Copies of all documents and communications related to the process of the grievance shall be filed in the Office of Employer-Employee Relations and shall be kept separate from the personnel files of all
the participating parties.

9. Both parties to the complaint have a professional obligation to act in a cooperative and respectful manner for an early adjustment of the complaint.

10. A list of witnesses or other persons who will attend any grievance meeting shall be provided to the other party at least one 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 agreement to extend the time has been reached.

3. The day following actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.

4. Any level of review may be waived by mutual agreement of the parties to the grievance. Any time limits established in this procedure may be extended by mutual agreement of the parties to the grievance.

5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

F. Procedure

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

A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance. The immediate supervisor shall reply in writing within five (5) days following the meeting. The decision shall contain a clear and concise statement as to the reason(s) for said decision.
2. **Step Two.** If the grievance is not resolved in Step One, the grievant may, within five (5) days after receipt of the immediate supervisor's written decision, present the written grievance to the next level of authority. The written grievance shall contain the same information as in Step One and a copy of the immediate supervisor's decision. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority shall reply in writing within five (5) days following the meeting. The decision shall contain a clear and concise statement as to the reason(s) for said decision.

3. **Step Three.** If the grievance is not resolved in Step Two, the grievant may, within five (5) days after receipt of the decision in Step Two, present the written grievance to the College President or Division Head. The written grievance shall contain the same information as in Step One, copies of Step One and Step Two decisions, and reasons for the appeal. Within five (5) days after receipt of the appeal, the College President or Division Head shall schedule a meeting with the grievant and/or other persons whose assistance the College President or Division Head deems necessary to adjust the grievance. Within fifteen (15) days after receipt of the appeal, the College President or Division Head shall communicate his/her decision in writing to the grievant. The decision shall contain a clear and concise statement as to the reason(s) for said decision.

4. **Step Four.**

   a. If the grievance is not resolved at Step Three, the grievant, subject to the approval of AFT, may file a written request to the Office of Employer-Employee Relations for a hearing. The grievant shall have ten (10) days from receipt of the decision in Step Three to file said request.

   b. Within fifteen (15) days after receipt of the appeal, the Office of Employer-Employee Relations shall make arrangements for the joint selection of an arbitrator. He/she may be a District employee or an arbitrator not employed by the District. If an arbitrator cannot be mutually agreed to, the services of an arbitrator shall be selected from a permanent panel of seven (7) arbitrators listed below:

   - Edna Francis
   - Thomas Roberts
   - William S. Rule
   - Walter Kaufman
   - Melvin Lennard
   - Thomas Christopher
   - Joseph Gentile

   If one or more of the arbitrators on the panel no longer wish to serve, such person(s) shall be replaced by mutual agreement of the parties.

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

c. The arbitrator shall have no power to add to, subtract from,
disregard, alter, or modify any of the terms of this Agreement.
The hearing officer's decision shall be limited to a specific
finding regarding the alleged misinterpretation, misapplication
or violation of a specific provision(s) of this Agreement, or of
a written rule, regulation, policy, or procedure of the Los
Angeles Community College District and/or applicable rules of the
Personnel Commission.

d. The hearing shall be conducted in accordance with the rules and
procedure prescribed in Section 11513 of the Government Code of
the State of California. No other Section of the State
Administrative Procedure Act shall apply to this grievance
procedure. The hearing shall be private with attendance limited
to the parties to the grievance and their representatives, if
any, witnesses while testifying, and representatives of the
Office of Employer-Employee Relations.

e. The Office of Employer-Employee Relations shall be responsible
for the arrangements of the hearing, the recording of the
proceedings, the maintenance of records, and such other services
required to assist the arbitrator in fulfilling his/her
responsibilities. Neither party shall communicate with the
arbitrator without first contacting the other party to explain
the purpose of the intended communication.

f. The hearing shall be tape recorded. A transcript of the record
shall be prepared at the request of either party or the
arbitrator. The cost of the transcript shall be borne by the
party requesting the transcript, except that the parties shall
share the cost of the transcript if requested by the arbitrator.
If no request for a transcript is made, the parties shall have
access to the tapes.

g. Either party may request the presence of witnesses and the
production of records and shall supply the Office of Employer-
Employee Relations with a list of the witnesses to be called and
the records requested at least five (5) days in advance of the
hearing. The arbitrator shall be empowered to direct the
attendance of any District employee to attend the hearing,
without loss of salary to the employee and direct the production
of records relevant to the hearing.

h. Advocates for parties shall exchange all documentary material to
be entered as evidence at least ten (10) working days before the
first day of the hearing. The names of witnesses shall be
exchanged at least five (5) working days before the first day of
the hearing.

i. The arbitrator's decision shall be based solely and exclusively
on the evidence and arguments presented by the parties to the
grievance and the record in the case. The arbitrator's decision
shall be limited to a specific finding regarding the alleged misinterpretation, misapplication, or violation of a specific provision(s) of this Agreement, or of a written rule, regulation, policy, or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission.

j. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of $2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount of the award to be granted.

The arbitrator shall have no power to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable grievance procedures which were in effect prior to this Agreement.

k. The arbitrator shall render written findings, conclusions, and recommendations within sixty (60) days of the termination of the hearing. The findings, conclusions and recommendations shall be final and binding on both parties.

l. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.

m. All documents and communications related to the process of the grievance shall be filed with the Office of Employer-Employee Relations and shall be kept separate from the personnel files of the participating parties.

ARTICLE 23, WAGES AND SALARIES

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

B. Step Advancement on the Salary Schedules

1. Advancement from the first to the second step shall occur as of the first day of the pay period which follows completion of 130 days in paid status in regular assignments in the class. For purposes of this rule, 130 days shall be defined as 130 times the average number of regularly assigned hours per day for the employee. A day in paid status shall be defined as any day for which pay is received.

2. Advancements to higher steps shall be made in successive years as of the first day of the corresponding numbered pay period on which the employee received his/her previous step advancement provided that he/she has completed at least 130 days in paid status in regular
assignments in the class during the thirteen (13) pay periods since the preceding advancement.

3. In the event that the employee does not meet the paid status requirement provided above, his/her step advancement shall be effective as of the first day of the pay period which follows his/her completion of such 130 days in paid status in regular assignments in the class.

4. Upon promotion or reclassification which results in a salary increase to other than the first step, salary adjustment shall be affected as follows:
   a. If the employee completes 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, no change in his/her cycle of step advancement shall occur.
   b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, it shall become effective as of the first day of the pay period which follows his/her completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.
   c. An employee who is subject to a new probationary period must spend at least 75 percent of the required 130 days in paid status in active on-the-job performance of the duties of a position in the class.

5. The following actions shall not affect the employee's cycle of step advancement:
   a. Reallocation.
   b. Change to an equal or lower class.

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

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

8. An employee not serving in his/her regular assignment shall be treated as follows:

a. An employee who is temporarily serving in a limited-term assignment in an equal or higher class shall receive credit toward step advancement in his/her regular class during the period of his/her limited-term assignment; his/her step in the limited-term assignment shall not be adjusted unless an adjustment is necessary to maintain a differential over his/her current regular rate as determined by the District.

b. An employee who has been promoted to a regular position but returns to a lower class before completing his/her probationary period in the higher class shall receive credit toward step advancement in the lower class for the full period of his/her service in the higher class. If his/her anniversary date in the lower class has passed while he/she was serving in the higher class, he/she will receive a step advancement when assigned to the lower class, provided that he/she has met the requirements of this Article. For future step advancement his/her anniversary date in the lower class will be retained.

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

9. Time spent by an employee on leaves resulting from an industrial accident or an industrial illness, temporary military leave, or military leave other than temporary, shall be credited as time in paid status for purposes of step advancement.

10. Employees who are allowed to take vacation during periods which are excluded from their regular assignment periods shall receive credit towards step advancement for the time they are in paid status during such periods.

C. Nothing in this Article shall prevent the Board of Trustees from withholding step advancement, provided it is first negotiated with AFT.
D. All regular employees assigned to the Technical Clerical Unit shall be eligible for career increments in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Differential Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-14</td>
<td>$10.00</td>
</tr>
<tr>
<td>15-24</td>
<td>$26.00</td>
</tr>
<tr>
<td>25 and over</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

These increments shall be effective with the 0287 pay period.

E. Effective July 1, 1987, all classifications covered by this agreement shall be granted a seven (7) percent increase over the 1984-85 salary schedule, except for classifications listed in Appendix B, which will be granted increases in addition to the 7%, as indicated.

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

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

A committee shall also study salary differentials based upon special skills.

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

ARTICLE 24, COMMITTEES

A. Worksite and District-Wide Committees

If a College President, Division Head, the Chancellor, or the Board of Trustees appoint a campus/worksite and/or District-wide advisory committee, for accreditation, budget, planning/development, sexual harassment, AIDS education, and/or affirmative action, the AFT College Staff Guild shall be entitled to have at least one of its members appointed to the committee by the AFT Staff Guild.

If the AFT Staff Guild is asked to participate in any other committee (including selection), the appointment shall be made by the AFT.

B. Classified Service Committee

The District agrees to establish a classified service committee to study the District's procedures and policies concerning applications, examinations, eligibility, appointments, promotions, demotions, dismissals, resignations, compensation within classifications (including a study of gender equity), job analyses and specifications, public advertisements of examinations, job qualifications, and career ladders. The committee shall include one AFT representative.
C. **Released Time**

The bargaining unit members of the committee shall have released time to carry out the obligations of this article.

**ARTICLE 25, EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program shall be continued for the duration of the Agreement. Prior to June 30 each year the District and AFT shall evaluate the Employee Assistance Program and make a recommendation to the Board of Trustees concerning the program.

**ARTICLE 26, TERM OF AGREEMENT AND RENEGOTIATIONS**

A. **Term:** This Agreement shall become effective upon adoption by the Board of Trustees and execution by the parties, except as specifically provided otherwise in this Agreement. This Agreement shall remain in full force and effect, pursuant to its terms, for a three (3) year period from the date of execution.

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

B. **Reopeners:** At any time after April 1, but no later than May 1, prior to each fiscal year 1988-89 and 1989-90, respectively, parties agree to reopen negotiations on Article 23, Wages and Salaries, Article 21, Health and Welfare, and one other Article selected by the District and the AFT, respectively. Any Agreement reached during such reopener negotiations shall be made part of this Agreement. All other provisions of this Agreement shall remain effective for the duration of the agreement.

C. **Negotiations for a successor Agreement:** Negotiations for a successor Agreement shall commence upon request of either the District or the AFT at any time after May 1, 1990.
EXECUTION OF AGREEMENT

In Witness Whereof the parties execute the Agreement on the 8th day of November 1987.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By

Hal Garvin, President

By

Thomas Fallo, Acting Chancellor

By

Herbert Spillman, Chief Negotiator

AMERICAN FEDERATION OF TEACHERS
COLLEGE GUILD, LOCAL 1521, AFT/AFL-CIO

By

Barbara Kleinschmitt, Chief Negotiator

By

Sandra Lepore, Co-Chief Negotiator

By

Lydia D'Amico, District Offices Secretary

By

Mary E. Carr, Los Angeles City College

By

Gloria Wilmot, East Los Angeles College

By

Eddora Baber, Los Angeles Harbor College

By

Armond Keith, Los Angeles Pierce College Secretary

By

Wylene Dill, Los Angeles Southwest College

By

Helen Bealrd, Los Angeles Trade Tech College

By

Irene Jusko, Los Angeles Valley College

By

Dorothy Rupert, West Los Angeles College

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APPENDIX A

Technical/Clerical Classes in Unit I

ACCOUNTANT
ACCOUNTING CLERK
ACCOUNTING CLERK (SPECIAL)
ADMINISTRATIVE AIDE
ARCHITECTURAL DESIGNER
ARCHITECTURAL DRAFTER
ASSISTANT PROGRAMMER
ASSISTANT PROGRAMMER ANALYST
ASSISTANT PURCHASING SPECIALIST
ASSISTANT SOFTWARE SYSTEMS ANALYST
ASSISTANT STOCK CLERK
ASSISTANT TELECOMMUNICATIONS NETWORK ANALYST
ATHLETIC TRAINER
AUDITOR
BOOKSTORE CASHIER-CLERK
BOOKSTORE CLERK
BOOKSTORE GUARD
BOOKSTORE STOCK CLERK
BUSINESS OFFICE CASHIER
CHEMISTRY LABORATORY TECHNICIAN
CLERK
CLERK BOOKKEEPER
CLERK STENOGRAPHER
CLERK TYPIST
COMMUNITY & STUDENT SERVICES AIDE
COMMUNITY & STUDENT SERVICES ASSISTANT
COMPOSITOR
COMPUTER LABORATORY ASSISTANT
COMPUTER OPERATOR
COMPUTER OPERATOR TRAINEE
CONSTRUCTION INSPECTOR
CONTRACTS TECHNICIAN
COSMETOLOGY LABORATORY TECHNICIAN
CREDIT CLERK
DATA CONTROL CLERK
DATA ENTRY OPERATOR
EDUCATIONAL PROCESSING INSTRUCTIONAL ASSISTANT
ENGINEERING LABORATORY TECHNICIAN
EQUIPMENT COORDINATOR
EXAMINATION AIDE
EXAMINATION PROCTOR
FILE & INDEX CLERK
FINANCIAL AID ASSISTANT
FINANCIAL AID CLERK
GRAPHIC ARTIST
HEALTH CENTER ASSISTANT
INFORMATION CLERK
INSTRUCTIONAL ASSISTANT - APPAREL
INSTRUCTIONAL ASSISTANT - LABOR RELATIONS
INSTRUCTIONAL ASSISTANT - MATHEMATICS
INSTRUCTIONAL ASSISTANT - MUSIC
INSTRUCTIONAL ASSISTANT - NURSING
INSTRUCTIONAL ASSISTANT - OFFICE ADMINISTRATION
INSTRUCTIONAL ASSISTANT - PHOTOGRAPHY
INSTRUCTIONAL ASSISTANT - WELDING
INSTRUCTIONAL MEDIA ASSISTANT
INSURANCE CLERK
INTERMEDIATE CLERK
INTERMEDIATE CLERK- STENOGRApher
INTERMEDIATE CLERK-TYPIST
INTERPRETER FOR THE DEAF
LANGUAGE SKILLS INSTRUCTIONAL ASSISTANT
LIBRARY MEDIA TECHNICAL ASSISTANT
LIFE SCIENCES LABORATORY TECHNICIAN
LOAN COLLECTOR
MUSIC LIBRARY ASSISTANT
PARKING ATTENDANT
PAYROLL CLERK
PAYROLL RECORDS CLERK
PERSONNEL ASSISTANT
PERSONNEL CLERK
PERSONNEL TRAINEE
PHOTOGRAPHER
PHOTOTYPESETTER
PHYSICAL SCIENCES LABORATORY TECHNICIAN
PIANO ACCOMPANIST
PLACEMENT INTERVIEWER
PLANT FACILITIES ASSISTANT
POOL LIFEGUARD
PROGRAMMER ANALYST
PROOFREADING CLERK
PROSTHETICS LABORATORY TECHNICIAN
PURCHASING SPECIALIST
RECEIVING & MECHANICAL EQUIPMENT INSPECTOR
SCORING MACHINE CLERK
SECRETARY
SENIOR ACCOUNTING CLERK
SENIOR COMPUTER OPERATOR
SENIOR CONSTRUCTION INSPECTOR
SENIOR EXAMINATION PROCTOR
SENIOR INTERPRETER FOR THE DEAF
SENIOR TYPIST
STAFF AIDE
STAFF ASSISTANT
STAFF DEVELOPMENT SPECIALIST
STATISTICAL AIDE
STENOGRAPHIC SECRETARY
STOCK CLERK
STUDENT CENTER ASSISTANT
TAPE LIBRARIAN
TELEPHONE OPERATOR
TEXTBOOK AND SUPPLY ORDER ASSISTANT
WORD PROCESSING OPERATOR
APPENDIX B

UNIT I

%  CLASS
4%  Accountant
3%  Accounting Clerk
3%  Accounting Clerk (Special)
5%  Administrative Aide
1%  Architectural Designer
1%  Architectural Drafter
0%  Assistant Programmer
0%  Assistant Programmer Analyst
1%  Assistant Purchasing Specialist
0%  Assistant Software Systems Analyst
1%  Assistant Stock Clerk
0%  Assistant Telecommunications Network Analyst
5%  Athletic Trainer
1%  Auditor
3%  Bookstore Cashier-Clerk
3%  Bookstore Clerk
3%  Bookstore Guard
3%  Bookstore Stock Clerk
3%  Business Office Cashier
5%  Chemistry Laboratory Technician
5%  Clerk
3%  Clerk-Bookkeeper
5%  Clerk-Stenographer
5%  Clerk-Typist
5%  Community & Student Services Aide
5%  Community & Student Services Assistant
5%  Compositor
5%  Computer Laboratory Assistant
2%  Computer Operator
3%  Computer Operator Trainee
1%  Construction Inspector
5%  Cosmetology Laboratory Technician
5%  Credit Clerk
3%  Data Control Clerk
3%  Data Entry Operator
5%  EDP Instructional Assistant
5%  Engineering Laboratory Technician
5%  Examination Aide
5%  Examination Proctor
5%  File & Index Clerk
5%  Financial Aid Assistant
5%  Financial Aid Clerk
1%  Graphic Artist
5%  Health Center Assistant
% CLASS

5% Information Clerk
5% Instructional Assistant (Apparel)
5% Instructional Assistant (Labor Relations)
5% Instructional Assistant (Music)
5% Instructional Assistant (Nursing)
5% Instructional Assistant (Office Administration)
5% Instructional Assistant (Photography)
5% Instructional Media Assistant
5% Insurance Clerk
5% Intermediate Clerk
6% Intermediate Clerk-Stenographer
5% Intermediate Clerk-Typist
5% Interpreter for the Deaf
5% Language Skills Instructional Assistant
5% Library Media Technical Assistant
5% Life Sciences Laboratory Technician
5% Loan Collector
5% Music Library Assistant
3% Parking Attendant
5% Payroll Clerk
5% Payroll Records Clerk
2% Personnel Assistant
5% Personnel Clerk
2% Personnel Trainee
1% Photographer
5% Phototypesetter
5% Physical Sciences Laboratory Technician
5% Piano Accompanist
5% Placement Interviewer
5% Plant Facilities Assistant
5% Pool Lifeguard
0% Programmer Analyst
5% Proofreading Clerk
1% Purchasing Specialist
6% Secretary
3% Senior Accounting Clerk
2% Senior Computer Operator
1% Senior Construction Inspector
5% Senior Examination Proctor
5% Senior Interpreter for the Deaf
5% Senior Typist
3% Staff Aide
3% Staff Assistant
APPENDIX B (Continued)

% CLASS

2% Staff Development Specialist
5% Statistical Aide
6% Stenographic Secretary
1% Stock Clerk
5% Student Center Assistant
3% Tape Librarian
3% Telephone Operator
3% Textbook & Supply Order Assistant
5% Word Processing Operator
**PERFORMANCE EVALUATION FOR PROBATIONARY CLASSIFIED EMPLOYEES**

**NAME:** ___________________________________________________________

**EMPLOYEE NUMBER:**

**CLASSIFICATION:** ________________________________________________

**DIVISION OR COLLEGE:**

**EVALUATION PERIOD:**

**RATINGS:**
- A - EXCEEDS WORK PERFORMANCE STANDARDS
- B - MEETS WORK PERFORMANCE STANDARDS
- C - BELOW WORK PERFORMANCE STANDARDS

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. QUALITY OF WORK: Consider the employee's job knowledge and the extent to which the employee is accurate, neat, well organized, and thorough.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. QUANTITY OF WORK: Consider the extent to which the amount of work produced meets reasonable standards.</td>
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</tr>
<tr>
<td>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.</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5. RELATIONSHIP WITH OTHERS: Consider the extent to which the employee works effectively and courteously with fellow employees, with students and the public.</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. GENERAL COMMENTS OR COMMENTS ON OTHER FACTORS NOT LISTED ABOVE:</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**8. OVERALL PERFORMANCE**

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

**Date**

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 attach such response to this evaluation.

**Employee signature**

**Date**

**Signature of next level of authority**

**Signature**

**Date**

**Vice President signature**

**Signature**

**Date**

**IACCD 13029**
INSTRUCTIONS FOR PREPARING PERFORMANCE EVALUATION FORMS

1. An Evaluation Shall Be Completed for:
   Each classified employee who is serving a probationary period. The first probationary evaluation for an employee with a six-month probationary period shall be during the second month of the probationary period; the final evaluation shall be during the fourth month of the probationary period.

2. The Person Completing the Evaluation:
   Shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is the one who is most closely acquainted with the employee's work performance. In the event an employee has worked for more than one supervisor during the reporting period, a separate form should be completed by each supervisor under whom the employee has worked for more than 120 working days.

3. Before Making the Evaluation, the Supervisor is Requested to:
   Verify that the name, employee number, class title, name of Division or College and reporting period dates for each employee, are correct.

4. An Employee's Work Performance Shall Be Evaluated by:
   A check mark (✓) in the appropriate box (“Below Work Performance Standards”, “Meets Work Performance Standards”, or “Exceeds Work Performance Standards”) opposite the factor being reported. In addition, the supervisor should state in the “Comments” space the suggestions he/she gave to the employee on how to improve his/her work performance if below standards, or why the employee's performance exceeds the standards.

5. The Supervisor MAY:
   Add and factors which he considers pertinent to the evaluation and record suggestions made to the employee that will aid him in improving his work or make other pertinent comments. The employee may respond to the supervisor's comments.

6. The Supervisor SHALL:
   A. Hold a conference with each employee for whom an evaluation is completed.
      Note: The form may be completed at the time of the conference, if the supervisor so wishes.)
   B. Explain to each employee:
      1. The reasons for performance evaluation shall be given by the evaluator.
      2. The evaluator shall explain the kind of work performance expected.
      3. 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
      4. The evaluator and the employee may discuss any questions that the evaluator has concerning his/her job and/or the responsibilities and duties assigned.
   C. If the employee feels that the evaluation is improper, he may go to the supervisor's immediate superior to resolve differences. No regular employee shall be denied this privilege.
   D. Submit the completed form to his immediate supervisor for review and signature.
   E. Retain the duplicate copy of the performance evaluation form for the campus personnel file.
   F. Give the employee the duplicate copy of the completed form. (If the employee is not available, the supervisor will send a copy of the form by certified mail to him/her at his/her last known address.)
   G. Send the original copy to the Personnel Operations Branch 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 his/her unsatisfactory service.
      3. Prepare for further disciplinary action, such as suspension, demotion, or dismissal.
      This notice of unsatisfactory service is given to the employee whenever his services are unsatisfactory.

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

DEFINITION OF COLUMNS

A. Exceeds Work Performance Standards: A check in this column indicates that the employee's work is better than satisfactory. If the employee's work is truly exceptional and worthy of special notice and commendation, a notice of outstanding work performance should also be used.

B. Meets Work Performance Standards: A check in this column indicates that the employee's work is definitely and consistently satisfactory.

C. Below Work Performance Standards: Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his work is not considered satisfactory, but that additional effort on his part, along with more help on the part of his supervisor, will probably be required to bring his performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a notice of unsatisfactory service.
APPENDIX D
PERFORMANCE EVALUATION FOR PERMANENT CLASSIFIED EMPLOYEES

NAME: __________________________________________________________

EMPLOYEE NUMBER:________________________________________________

CLASSIFICATION:___________________________________________________

DIVISION OR COLLEGE:______________________________________________

EVALUATION PERIOD:_______________________________________________

RATINGS:
A - MEETS OR EXCEEDS WORK PERFORMANCE STANDARDS
B - BELOW WORK PERFORMANCE STANDARDS

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>A</th>
<th>B</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. QUALITY OF WORK: Consider the employee's job knowledge and the extent to which the employee is accurate, neat, well organized, and thorough.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. QUANTITY OF WORK: Consider the extent to which the amount of work produced meets reasonable standards.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
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<tr>
<td>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 includes personal hygiene.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5. RELATIONSHIP WITH OTHERS: Consider the extent to which the employee works effectively and courteously with fellow employees, with students and the public.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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<td></td>
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7. GENERAL COMMENTS OR COMMENTS ON OTHER FACTORS NOT LISTED ABOVE:

8. OVERALL PERFORMANCE

CLASSIFICATION OF POSITION: Do the primary duties of the employee fall within his/her assigned class? If “NO”, attach a statement listing duties and responsibilities considered inappropriate to the class.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
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</tbody>
</table>

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 attach such response to this evaluation.

Supervisor signature

Date

Employee signature

Date

Signature of next level of authority

Date

Vice President signature

Date

LACCD C1025

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INSTRUCTIONS FOR PREPARING PERFORMANCE EVALUATION FORMS

1. An Evaluation Shall Be Completed for:
   Each regular classified employee who is not serving in an initial probationary period. In the event an employee has worked for more than one supervisor during the previous period, a separate evaluation shall be completed by each supervisor for whom the employee has worked more than 120 working days.

2. The Person Completing the Evaluation:
   Shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is the one who is most closely acquainted with the employee's work performance. In the event an employee has worked for more than one supervisor during the reporting period, a separate form should be completed by each supervisor under whom the employee has worked.

3. Before Making the Evaluation, the Supervisor is Requested to:
   Verify that the name, employee number, class title, name of Division or College and reporting period dates for each employee are correct.

4. An Employee's Work Performance Shall be Evaluated by:
   A check mark (✓) in the appropriate box ("Below Work Performance Standards" or "Meets or Exceeds Work Performance Standards") opposite the factor being reported. In addition, the supervisor should state in the "Comments" space the suggestions he gave to the employee on how to improve his/her work performance if below standards, or why the employee's performance exceeds the standards.

5. The Supervisor MAY:
   Add factors which he considers pertinent to the evaluation and record suggestions made to the employee that will aid him in improving his work or make other pertinent comments. The employee may respond to the supervisor's comments.

6. The Supervisor SHALL:
   A. Hold a conference with each employee for whom an evaluation is completed.
      Note: The form may be completed at the time of the conference, if the supervisor so wishes.
   B. Explain to each employee:
      1. The reasons for performance evaluation shall be given by the evaluator,
      2. The evaluator shall explain the kind of work performance expected,
      3. 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
      4. The evaluator and the employee may discuss any questions that the employee has concerning his/her job and/or the responsibilities and duties assigned.
   C. Sign the performance evaluation form and obtain the signature of the employee.
   D. Submit the completed form to his immediate supervisor for review and signature.
   E. Retain the triplicate copy of the performance evaluation form for the campus personnel file.
   F. Give the employee the duplicate copy of the completed form. (If the employee is not available, the supervisor will send a copy of the form by certified mail to him/her at his/her last known address.)
   G. Send the original copy to the Personnel Operations Branch 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) Prepare for further disciplinary action, such as suspension, demotion, or dismissal.
      This notice of unsatisfactory service is given to the employee whenever his services are unsatisfactory.

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

DEFINITION OF COLUMNS

A. Meets or Exceeds Work Performance Standards: A check in this column indicates that the employee's work is satisfactory or better. If the employee's work is truly exceptional and worthy of special note and commendation, a notice of outstanding work performance should also be used.

B. Below Work Performance Standards: Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his work is not considered unsatisfactory, but that additional effort on his part, along with more help on the part of his supervisor, will probably be required to bring his performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a notice of unsatisfactory service.
APPENDIX E

NOTICE OF OUTSTANDING WORK PERFORMANCE
(Prior to completing this form, see the instructions on the reverse side)

FULL NAME OF EMPLOYEE
(Last Name First)...................................

NUMBER............................

CLASS TITLE.............................................................................................

COLLEGE OR DIVISION.................................................................

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

80.21 (Rev. 2-24-70)
INSTRUCTIONS FOR PREPARING NOTICES OF OUTSTANDING WORK PERFORMANCE

1. REASONS FOR A NOTICE OF OUTSTANDING WORK PERFORMANCE: To provide an official record of commendation for:
   A. Outstanding, day-to-day performance of an employee.
   B. Outstanding work performance in unusually difficult and/or emergency situations.

2. WHEN: Outstanding service may be reported as frequently as the supervisor considers appropriate. The use of this Notice should not be limited to emergency or unusual situations, but may include day-to-day work performance.

3. WHO: Notices are completed by the supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is most closely acquainted with the employee's work.

4. HOW:
   A. The supervisor issuing the Notice 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

   B. At the time of issuance, the supervisor should:
      1. Hold a conference with the employee for the purpose of explaining the basis for the Notice and informing the employee that the Notice will be filed in the employee's examination folder.
      2. Sign the Notice of Outstanding Work Performance in triplicate and obtain the signature of the employee.
      3. Send the original copy of the Notice to the Personnel Commission Office.
      4. Give the employee the duplicate copy of the Notice.
      5. Keep the triplicate copy for operating division records.
NOTICE OF UNSATISFACTORY SERVICE
(Classified Employee)

Name of Employee: _______________________________________________
Employee Number: ____________________________

College or Division: _______________________________________________
Position Title: _______________________________________________

The services of the employee named herein are being reported as unsatisfactory for the period beginning:

__________________________ and ending ___________________________

for the CAUSES and CHARGES indicated below.

CAUSE(S):

CHARGE(S): (ATTACH LIST OF CHARGES)

Signature of Immediate Supervisor ____________________________ Date
Signature of Next Higher Level Supervisor ____________________________ Date
Signature of College President or Division Head ____________________________ Date

ACKNOWLEDGMENT OF NOTIFICATION OF UNSATISFACTORY SERVICE

I have received a copy of this notice. I understand that any written statement I forward to the Staff Relations Branch regarding this notice will be attached to the copy in my personnel file. I understand that I must make an appointment for an interview with the Staff Relations Branch within five (5) working days from receipt of this notice.

( ) Employee not available for signature.

Signature of Employee ____________________________ Date

I certify that the employee named above has been presented and has received a copy of this notice, and has been informed that he/she must make an appointment with the Staff Relations Branch within five (5) working days.

Signature of Witness ____________________________ Date

Interviewed by Staff Relations Branch ____________________________ Date

LACCD Form C1065-4 3/77 rev. 4/84
INSTRUCTIONS TO COLLEGE OR DIVISION INITIATING THIS NOTICE (REFER TO PERSONNEL GUIDE B 478)

If notice is basis for disciplinary action (i.e., Dismissal, Suspension, or Demotion), an additional form will be required; see Personnel Guide B466, B477 and B479 for proper procedure.

A. Instructions for Preparation of Notice.
1. Prepare original and 2 copies of this form and attachments.
2. Fill in personal information as indicated (i.e., name, employee number, college and position title).
3. Fill in beginning and ending dates; the beginning date should coincide with the first recorded incident (charge). The ending date should coincide with the last recorded incident (charge).
4. CAUSE(S): List appropriate causes exactly as indicated in Personnel Guide B478.
5. CHARGE(S): List charges on a separate page (original and two copies) and attach. Charges should be specific incidents which support the CAUSES.
6. List record of counseling and guidance sessions on a separate sheet and attach (original and two copies).
7. The supervisor initiating notice must sign and date in space provided. (Next higher level supervisor may countersign in space provided).
8. College President or his/her authorized representative must sign and date in space provided. Note: Notice prepared on district office personnel should be signed and dated by Division Head or his/her authorized representative.

B. Instruction for Issuing Notice.
1. If employee is not available for signature, indicate such by checking appropriate box, and forward original and employee’s copy of Notice to the Staff Relations Branch.
2. If employee is available for signature, have a witness present when issuing the Notice. Have employee sign all copies, forward the original to the Staff Relations Branch. Keep the first copy for your file; issue the second copy to the employee. If the employee refuses to sign, but accepts a copy (leaves area with copy in his/her possession) have witness sign the original and remaining copies in space provided. Forward original to the Staff Relations Branch.
   If the employee refuses to sign and does not retain a copy (leaves area without a copy in his/her possession) send his/her copy along with the original to the Staff Relations Branch.

The employee must be informed that he/she must make an appointment with Staff Relations within five (5) days of receipt of the notice.

Timeliness: It is extremely important that the Notice be prepared and issued as soon as possible, after the last recorded incident. Once issued to the employee, the original should immediately be forwarded to the Staff Relations Branch.
EMPLOYEE GRIEVANCE FORM

| Instructions: Section 1 through 9 must be completed by the grievant (please type or print). 1 copy of this form must be submitted to the respondent. The appropriate grievance procedure for your respective unit must be followed. |
|---|---|
| 1. Grievant (Full Name): | 2. Location: |
| 3. Job Title (Position): | 4. Employee No. | 5. Name(s) of Representative(s) if any. |
| 6. Office or Dept. | |

**GRIEVANCE**

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<thead>
<tr>
<th>7. Step 1 Authority</th>
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<tbody>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Clearly and concisely state your grievance: (Attach additional sheets if necessary.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9. Clearly and concisely state your remedy: (Attach additional sheets if necessary.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of Grievant</th>
<th>Date</th>
</tr>
</thead>
</table>

Respondent: Clearly and concisely state the reason for your decision on a separate sheet and send copy with this form to the Office of Staff Relations.
<table>
<thead>
<tr>
<th>Class Title</th>
<th>Code</th>
<th>Unit</th>
<th>Sched</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
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Personnel Operations Branch
Los Angeles Community College Dist
617 West Seventh Street
Los Angeles, CA 90017

PREVIOUS AGREEMENT EXPIRED
OCTOBER 12, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Los Angeles CA Community College Dist Lu 1521
WITH TEACHERS
CALIFORNIA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Your Name and Position

Address

City/State/Zip Code

Area Code/Telephone Number

BLS 2452 (Rev. August 1984)