

2006-2007 Academic Supervisors Salary Schedule

**Dean**

STEP	MONTHLY	ANNUAL
1.	7880	94,560.00
2.	8021.84	96,262.08
3.	8166.23	97,994.76
4.	8313.22	99,758.64
5.	8462.86	101,554.32
6.	8615.19	103,382.28
7.	8770.26	105,243.12
8.	8928.13	107,137.56
9.	9088.84	109,066.08
10.	9252.44	111,029.28
11.	9418.98	113,027.76
12.	9588.52	115,062.24
13.	9761.11	117,133.32
14.	9936.81	119,241.72
15.	10115.68	121,388.16
16.	10297.76	123,573.12
17.	10483.12	125,797.44
18.	10671.81	128,061.72
19.	10863.91	130,366.92
20.	11059.46	132,713.52

**Associate Dean**

STEP	MONTHLY	ANNUAL
1.	7287.14	87,445.68
2.	7418.31	89,019.72
3.	7551.84	90,622.08
4.	7687.78	92,253.36
5.	7826.16	93,913.92
6.	7967.03	95,604.36
7.	8110.43	97,325.16
8.	8256.42	99,077.04
9.	8405.04	100,860.48
10.	8556.33	102,675.96
11.	8710.34	104,524.08
12.	8867.13	106,405.56
13.	9026.74	108,320.88
14.	9189.22	110,270.64
15.	9354.62	112,255.44

**Assistant Dean**

STEP	MONTHLY	ANNUAL
1.	6787.44	81,449.28
2.	6909.61	82,915.32
3.	7033.98	84,407.76
4.	7160.59	85,927.08
5.	7289.48	87,473.76
6.	7420.7	89,048.40
7.	7554.27	90,651.24
8.	7690.24	92,282.88
9.	7828.67	93,944.04
10.	7969.58	95,634.96
11.	8113.04	97,356.48
12.	8259.07	99,108.84
13.	8407.74	100,892.88
14.	8559.07	102,708.84
15.	8713.14	104,557.68



## **AGREEMENT**

**Between the  
Los Angeles Community College District  
And the  
Los Angeles Community College District Administrators' Unit  
Represented by  
California Teamsters  
Public, Professional & Medical Employees Union  
Local 911**

**July 1, 2005 – June 30, 2008**

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## **ARTICLE 1, PREAMBLE**

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The Board of Trustees of the Los Angeles Community College District (the "Board") and the Los Angeles Community College District Administrators' Association (the "Union"), represented by Teamsters Local 911, have entered into this agreement because they share the desire to provide access to education and the means to achieve success for the diverse students and communities our District serves. The Board recognizes the importance of the work of this Unit toward achieving those ends and remains committed to maintaining a professional relationship with administrative employees, which will support the continued success of the Los Angeles Community College District (the "District").

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## **ARTICLE 2, RECOGNITION, EXCLUSIVE REPRESENTATIVE AND ORGANIZATIONAL SECURITY**

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**A. The Unit.** The Board recognizes that Teamsters Local 911 is the duly certified exclusive representative of those regular and non-regular employees included in the Unit, as listed below. The Unit may be modified in accordance with Government Code sections 3540 et seq. and the rules and regulations of the California Public Employment Relations Board ("PERB"); those modifications, once approved by PERB, become parts of this Agreement without further negotiations.

The union reserves the right to assert that modifications may be made to the unit. The District reserves all its rights regarding unit modification.

The District and Local 911 agree that the Unit shall consist of academic administrators who are primarily involved with supervision of faculty members and other employees and who generally have a higher level of authority than department chairs for hiring, firing and discipline. The Unit shall include the following classifications:

Dean  
Associate Dean  
Associate Director  
Assistant Dean  
Assistant Director

### **B. Organizational Security and Dues Check Off**

#### **1. Dues Check Off**

- a. The District agrees to deduct dues as may be specified by the union twelve (12) times per year.
- b. Such deductions along with a written statement of the names of the employees from whose pay dues deductions were made and the amounts deducted, shall

be forwarded to Teamsters Local 911 within thirty (30) days from the close of the pay period for which the deductions were made.

2. Agency Shop

- a. The District shall deduct and make appropriate remittance to Teamsters Local 911 all dues and/or service fees in amounts to be determined by the union within thirty (30) days from the close of the pay period during which the deductions were made in accordance with the following provisions:
  - (1) Upon assignment to a classification in the Unit, union dues will be deducted from the pay of Unit members.
  - (2) The District shall deduct amounts equivalent to union dues ("agency fees"), as determined by Teamsters Local 911, for all Unit members who have an agency fee deduction card on file with the Disbursements Branch of the Operations Division.
  - (3) Unit members who object, on religious grounds, to paying union dues or agency fees, shall apply to Teamsters Local 911 for exemption from the provisions of sections 2 (Dues Check Off), and/or 3 (Agency Shop) above. If such exemption is agreed upon by the union, the District shall deduct the equivalent of union dues from the pay of the Unit member and shall pay that sum to the non-profit charitable organizations approved by the District for payroll deductions of the Unit member's choice.

The District shall not be liable to the Union or to Teamsters Local 911 by reason of the requirements of this article for the remittance or payment of any sum other than that constituting the actual deductions made from the wages earned by the employee. The Administrators' Unit and Teamsters Local 911 agree they shall pay reasonable attorney fees and costs, and in all other ways shall indemnify the Los Angeles Community College District, its officers, employees and agents, from any liability arising from any and all claims, demands, suits, actions, proceedings, or other actions arising from compliance with this article, or in reliance of any list, notice, certification or authorization furnished under this article. Teamsters Local 911 agrees that it shall refund to the District any sums paid to it in error within thirty (30) days of being informed of the error.

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**ARTICLE 3, NON-DISCRIMINATION, EQUAL EMPLOYMENT  
OPPORTUNITY, AMERICANS WITH DISABILITIES,  
HARASSMENT, AND COMMITMENT TO DIVERSITY.**

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- A. Non-discrimination.** The Board and the members, employees, and officers of the Union agree not to discriminate against any District employee, officer or student on the basis of race, ethnicity, national origin, religion, sex, age, pregnancy, sexual orientation, political beliefs, affiliations and activities, marital status, veteran status,

physical or mental disability or medical condition.

The Board shall not discriminate against Unit members or applicants for positions contained in the Unit because of their membership in the Unit or because of their exercise of other rights to meet and negotiate as provided by law.

The District and the Union shall strive to promote a collegial and non-hostile work place for all district employees. Concerns regarding discrimination, retaliation, and hostile work place should be brought to the attention of the appropriate Vice President or compliance officer for investigation and remediation, which could include the use of a mediator.

**B. Equal Employment Opportunity, Diversity, Harassment and Americans with Disabilities.** The Union and the District shall actively practice equal opportunity for all students, employees and applicants for employment, without regard to race, ethnicity, national origin, religion, sex, age, pregnancy, sexual orientation, political beliefs, affiliations and activities, marital status, veteran status, physical or mental disability or medical condition.

The District and the Union agree that no student, member of the public or employee should be subject to harassment on any of these prohibited bases.

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#### **ARTICLE 4, AGREEMENT**

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**A. Term.** This agreement shall become effective upon ratification by the Unit and approval by the Board. The agreement shall remain in effect for three (3) years, from the date of ratification to July 1, 2008.

**B. General Provisions.** This agreement between the District and the Unit represents the negotiated conditions of employment, which are subject to collective bargaining.

1. 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 thereto.
2. In the event that any provisions of this agreement are determined to be contrary to the law by a court of competent jurisdiction, all of its remaining provisions shall continue in full force and effect.
3. Copies of this agreement shall be distributed to all existing Unit members by the Union. Copies of this agreement shall be distributed to all new Unit members by the District. The cost of printing the agreement shall be borne equally by the Union and the District.

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## ARTICLE 5, BOARD OF TRUSTEES' RIGHTS AND RESPONSIBILITIES

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The Board has all the customary and usual rights, powers, functions and authority as an employer as established in Government Code 3540 et seq. (the Educational Employment Relations Act; "EERA") and other California law. Except to the extent limited by the express and specific terms and conditions of this agreement, the 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 express and specific terms and conditions of this agreement, rights, including but not limited to the right to select, direct and control the District's business operations working force; to determine staffing levels and job duties, to hire, suspend, transfer, lay off, and to discipline or discharge Unit members in accordance with applicable Education Code provisions; and the right to require Unit members to observe rules and regulations not inconsistent with this agreement, are all vested in the Board.

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

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## ARTICLE 6, UNION RIGHTS

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- A. Released Time.** A reasonable number of Unit members shall be allowed a reasonable amount of released time, not to exceed 0.5 FTE, in accordance with Government Code section 3540 et seq.
- B. Access to Unit members, Information and Facilities.** Representatives of the Union shall have the right of access at reasonable times which will not disturb the normal work day to areas in which Unit members work. Representatives shall have the right to use institutional bulletin boards and mailboxes, and other means of communication, all subject to reasonable regulation and not for purposes or by methods inconsistent with state or federal law. The Union shall have the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by this agreement to the extent that such use shall not interfere with normal operations. In instances where such access or use of facilities results in additional costs to the District, prior arrangements shall be made by the Union for reimbursement to the District at rates set by the District. District rules and regulations regarding Civic Center Permits shall apply to facilities usage by the Union; however, the Unit is not required to have a Civic Center Permit and shall not be required to pay for the permit.

The Union shall be provided the names, addresses and telephone numbers of those Unit members who have authorized release of such information upon request. After the close of each pay period, the District shall furnish the Unit with lists of newly

employed and newly terminated Unit members.

- C. Board Meetings.** The Union shall have the right to representation at all regular open session meetings of the Board of Trustees, and shall have the right to speak on any item on the meeting agenda in accordance with existing Board Rules. The Union shall be furnished with Board agendas and meeting minutes at such times as they are made available to the public.
- D. Shared Governance Councils.** The Union Representative at each college and at the Educational Services Center shall be granted a seat and shall represent the Unit on the shared governance council. Similarly, the Union president or his/her designee shall represent the Union on the District-wide shared governance council.
- E. Release of Information.** Upon request of the Union, the District shall furnish the Unit all information, which is available to the public.
- F. Consultation.** The Chancellor, or his/her designee and the President of the Union or his/her designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement and to discuss matters of mutual interest. Prior to each such consultation session, the parties should exchange written agendas.

Similarly, the College President or her/his designee and the College Union Representative or his/her designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement at the college and to discuss matters of mutual interest. Prior to each such consultation session, the parties should exchange written agendas.

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## **ARTICLE 7, CLASS SPECIFICATION AND DUTY STATEMENT**

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- A. Class Specifications.** The District shall develop and maintain up-to-date class specifications for the classifications in the Unit. The Board shall determine the type and level of duties to be performed by each classification, and shall determine the education and experience necessary as a prerequisite to applying for positions in those classifications. In accordance with the provisions of Article 6.F., the union shall have the right to consult with management on the contents of class specifications.
- B. Duty Statements.** The Unit member's supervisor shall provide the Unit member with a job duty statement within 90 days of his or her assignment to the position. When significant changes are made to a Unit member's responsibilities, the Unit member's supervisor shall provide a revised duty statement to the unit member within 90 days of the assignment changes. In all cases, the Unit member's supervisor shall review the duty statement with the Unit member. The job duty statement shall serve as the basis for the development of performance objectives in connection with the Unit member's performance appraisal process. See form in Appendix A.

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## ARTICLE 8, EVALUATION OF ADMINISTRATORS

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**A. Purpose of Evaluation.** The performance evaluation process gives the Unit member and his or her supervisor an opportunity to formally review the Unit member's job performance. It is designed to assess accomplishments, communicate standards and expectations, and to set goals for future performance. Evaluations shall be performed at least every two (2) years.

**B. Time Frame.** Evaluations shall be completed no later than February 1 for the subsequent evaluation cycle. The evaluation cycle shall run from July 1 to June 30. An administrator completing his or her first year in an assignment will be evaluated no later than 12 months after the start date of that assignment. An administrator hired between July 1 and February 1 may request that the first evaluation period be extended through June 30 to complete a full year of service. This request may be granted or denied by the administrator's supervisor.

Each administrator will be evaluated at least every two years. If the supervisor does not initiate the evaluation process within the designated time frame, the administrator to be evaluated should request that the evaluation process begin.

**C. Evaluation Components.** Each administrator's evaluation process will include the following components using the evaluation form located in Appendix B of the Agreement:

1. Review and modification of the Job Duty Statement as appropriate.
2. Statement of goals and objectives for the prior year and the next evaluation cycle, including method to complete or assessment of progress towards achieving annual goals.
3. Assessment of understanding of job knowledge, fulfillment of position responsibilities, and identification of areas for future professional development.
4. Assessment of effectiveness as a team member and colleague.
5. Assessment of ability to solve problems and demonstrate good judgment.
6. Assessment of ability to adapt to change, show creativity and develop innovative approaches.
7. Assessment of ability to initiate, make and carry out decisions and demonstrate leadership.
8. Assessment of ability to communicate and build consensus.
9. Overall assessment of professional skill and ability, including:
  - i. Leadership skills
  - ii. Communication skills
  - iii. Administrative/managerial skills, and
  - iv. Professional knowledge and expertise
10. Overall statement of expectations for performance and statement of how the employee will meet that standard.

**D. Evaluator Role.** The immediate supervisor shall meet with the administrator to be evaluated for the purpose of reviewing the steps in the evaluation process and determining the date for completing the process, which will also include a formal conference to review the completed evaluation form. The evaluatee, the supervisor, the appropriate vice president and the college president shall all sign the completed evaluation form. A copy of the evaluation shall be given to the evaluatee and the original shall be forwarded to the District's Human Resources Division for inclusion in the evaluatee's official personnel file.

**E. Less than Satisfactory Evaluations.** When an administrator receives an overall evaluation that is "below expectations" (less than satisfactory), he or she will work with the supervisor to develop a written improvement plan. The plan will address the specific areas for improvement as they relate to the evaluation categories in section C above and will include specific suggestions about how the administrator can improve.

If the administrator has received an overall rating of "fails to meet expectations" (unsatisfactory), he or she will either accept and follow the suggestions made by the supervisor in the written performance evaluation or, within thirty (30) days from the date of issuance, provide a written proposed plan to his or her supervisor outlining the way he or she intends to achieve improvement. The administrator shall address all the areas for improvement the supervisor has identified. The supervisor shall accept, reject or modify the proposed plan. The administrator and his or her supervisor shall have periodic conferences to insure that measurable progress, consistent with the plan, is being made. The administrator shall have the right to meet with the College President to discuss the evaluation. Should such a meeting be requested, the administrator's supervisor will be invited to attend. The administrator may also request that his or her Union representative attend the meeting as an observer.

When an administrator receives "below expectations" (less than satisfactory) on the overall evaluation rating, he or she shall forego step advancement on the salary schedule for the next academic year (July 1-June 30). The supervisor will monitor the progress toward improvement and determine whether step advancement is appropriate in the following year. If the supervisor fails to conduct a follow up assessment, the default shall be to continue annual step advancements.

**F. Review.** If the administrator being evaluated believes the procedure set forth in this article has not been followed, he or she may initiate a grievance seeking to correct the procedural error, but any judgment a supervisor or the President makes about the nature and quality of the administrator's performance as part of an evaluation is final and not subject to being modified or overturned by way of a grievance unless there is clear and compelling evidence that the judgment was made arbitrarily or capriciously, or that it was motivated by malice, fraud or corruption. The evaluatee always has the right to include his or her own statement to be added to the personnel file along with the completed evaluation form.

**G. Mentors.** The administrator or his or her supervisor may decide at any time to designate another administrator from any location in the District as a mentor for the administrator. The role of the mentor is to provide professional guidance on the role and function of being an administrator. The relationship will be confidential and the mentor will not be part of any evaluation process of the mentee.

**H.** If the administrator has received an overall rating of “Exceeds Expectations,” he or she will receive an additional step increase on the salary schedule at the time of the next regularly scheduled July 1 step advance.

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## **ARTICLE 9, COMPENSATION**

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**A. Rules and Regulations.** All rules and regulations regarding compensation, rating-in, differentials, increments, and all other salary payments shall remain as they existed on the date this agreement was consummated, and shall be incorporated into this agreement as such, except as superseded by specific provisions below. These rules include, but are not limited to Los Angeles Community College District Board of Trustees' Rules, Chapter 10, Articles V and VI and applicable Personnel Guides.

1. Effective 7/1/2005 all salary schedules and doctoral differentials shall be increased by 5.23% for the 2005-06 fiscal year.
2. For 2006-2007, compensation matters of this Agreement may be reopened at the request of either party
3. For 2007-2008, compensation matters of this Agreement may be reopened at the request of either party.

**2005-2006 Salary Schedule**

<b>STEP</b>	<b>Mnthly Dean 05-06 5.23%</b>	<b>Mnthly Asc Dean 05-06 5.23%</b>	<b>Mnthly Ast Dean 05-06 5.23%</b>
1.	7576.92	7006.87	6526.38
2.	7713.30	7132.90	6644.91
3.	7852.14	7261.54	6763.44
4.	7993.48	7392.25	6885.19
5.	8137.36	7525.30	7009.12
6.	8283.83	7660.77	7135.28
7.	8432.94	7798.66	7263.71
8.	8584.74	7939.04	7394.46
9.	8739.26	8081.94	7527.56
10.	8896.57	8227.41	7663.06
11.	9056.70	8375.50	7800.99
12.	9219.73	8526.26	7941.41
13.	9385.68	8679.74	8083.87
14.	9554.62	8835.97	8229.88
15.	9726.61	8995.01	8378.01
16.	9901.69		
17.	10079.92		
18.	10261.36		
19.	10446.06		
20.	10634.08		

**B. Assignment to the Schedule.** Employees who become members of the Administrators' Unit after the execution of this agreement shall be "rated in" in accordance with existing Board Rules and administrative regulations implementing those Board Rules.

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**ARTICLE 10, EMPLOYEE BENEFITS**

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The Los Angeles Community College District Administrators' Association, and the District are both signatories to the "Master Agreement between the Los Angeles Community College District and the American Federation of Teachers College Guild, Local 1521; the American Federation of Teachers College Staff Guild, Local 1521a; the Los Angeles City and County School Employees Union, Local 99; the Los Angeles/Orange County Building and Construction Trades Council; the Supervisory Employees Union, Local 347; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911 Regarding Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and the District's Employee Assistance Program." That agreement (including any and all revisions or modifications

to the agreement the District and the other signatories subsequently approve) is, by this reference, incorporated herein as if it were set forth in its entirety. See Appendix C.

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## **ARTICLE 11, HOLIDAYS**

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**A. Holidays.** Unit members shall receive holiday pay for those holidays listed below, and for any other holidays declared by the President of the United States, the Governor or the Board of Trustees, which fall within the Unit member's assignment period, and subject to the conditions listed below. The dates on which the following holidays are observed shall be determined, where appropriate, by the academic calendar.

### **HOLIDAYS**

New Year's Eve Day  
New Year's Day  
Dr. Martin Luther King, Jr. Day  
Lincoln Day  
Washington Day  
Cesar Chavez Day  
Friday afternoon of Spring Break (Four hours)  
Memorial Day  
Independence Day  
Labor Day  
Admission Day (As designated by the District)  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day

1. In order to receive holiday pay, a Unit member must have been in paid status on the work day immediately preceding or succeeding the holiday.
2. When a holiday falls on the first day of a Unit member's weekend (usually Saturday), the holiday shall be celebrated the preceding work day (usually Friday). When a holiday falls on the second day of a Unit member's weekend (usually Sunday), the holiday shall be celebrated the following day (usually Monday).

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**ARTICLE 12, VACATION**

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**A. Earning Vacation.**

1. Members of the Administrator's Unit who were appointed to a classification in the unit prior to November 6, 2002 earn vacation at the rate of .09232 hour for each hour of paid service (twenty-four [24] days per year).
2. Members of the Administrator's Unit who were appointed to a classification in the unit after November 6, 2002 shall earn vacation in accordance with the following schedule:

<b>Creditable Years Of Paid Service</b>	<b>Vacation Accrual Factor Based on 40 Hour Workweek <del>Excluding Overtime</del></b>	<b>Days of Vacation Based Upon a 12- Month Assignment</b>
Less than 2 years	.05770	15
2 years but less than 3 years	.06155	16
3 years but less than 4 years	.06539	17
4 years but less than 5 years	.06923	18
5 years but less than 6 years	.07308	19
6 years but less than 7 years	.07693	20
7 years but less than 8 years	.08080	21
8 years but less than 9 years	.08462	22
9 years but less than 10 years	.08850	23
10 years or more	.09232	24

**B. Terms and Conditions for Earning Vacation.**

1. A day of vacation is equivalent to eight hours of vacation for purposes of this Article, regardless of the actual length of a Unit member's day.
2. No vacation may be taken until it is actually earned.
3. For purposes of this article, a year is defined as the period between the beginnings of the July 1 pay periods in successive calendar years.
4. In order to be credited with a year of service for purposes of this article, an employee must have been in regular status during the appropriate year, as defined in paragraph 3. above, for at least 130 days in paid status. Time on industrial accident leave and military leave counts toward this requirement.
5. Credit 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 July 1 pay period each year.

6. For the pay period following any pay period in which a Unit employee's vacation balance equals or exceeds 400 hours, the employee shall not earn any additional vacation credit.

**C. Scheduling Vacation.**

Vacation requests shall be submitted in advance for approval to the immediate supervisor. No vacation request will be unreasonably denied. Any denial of a vacation request for timing or length of absence shall include an explanation and alternative dates or times that would be approved. The denial may be requested in writing.

**D. Lump-sum Payments.** Upon termination of service, or upon reassignment of a Unit member to an assignment basis which does not accrue vacation, the Unit member may request a lump- sum payment of all or part of vacation hours credited to the Unit member upon such reassignment or termination. Payment shall be made at the salary rate for the last classification to which the Unit member was assigned in which vacation could be earned. Lump sums for terminating Unit members shall be paid no later than two (2) months following the pay period during which the separation took place. Payments to reassigned Unit members shall be made in a timely manner.

**E. Donation of Vacation.** An employee may donate up to forty (40) hours of accrued vacation to another Unit employee who has suffered a catastrophic illness or injury and who has exhausted all full pay and half-pay illness leave, and all other paid time.

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**ARTICLE 13, LEAVES**

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**A. General Provisions.**

1. Leave of Absence Defined. A leave of absence is an authorized absence from active service for a specified period of time and for an approved purpose.

Formal Leave. A leave, which is requested for more than twenty (20) working days.

Informal Leave. A leave requested for twenty (20) or fewer days.

Mandatory Leave. A mandatory leave must be granted by the District if the Unit member has submitted the appropriate documentation for the leave and has complied with all other requirements in accordance with the provisions of this Agreement.

Permissive Leave. A permissive leave is one which may be granted at the discretion of the District. To request such a leave the Unit member must submit the appropriate documentation for the leave and comply with all other requirements in accordance with the provisions of this Agreement. Denial of a

permissive leave shall not be grounds for a grievance.

2. Application. An informal leave shall be requested verbally as far in advance of its beginning date as possible. A formal leave must be requested by the Unit member in writing on the form designated by the District when possible at least ten (10) working days in advance of its beginning date.
  - a. In the event that a Unit member with good cause cannot submit a written request for leave, he/she must make every reasonable effort to contact his/her supervisor by telephone to inform the supervisor of the need for the leave.
  - b. If the Unit member is not capable or competent to file for the leave him/herself, the District may accept application from a family member or close friend.
  - c. Decisions to extend leaves beyond the period authorized below or to authorize compensation beyond that which is authorized below shall be made at the discretion of the Chancellor.
3. Rights Upon Return.
  - a. A Unit member shall return to the same location and the same classification from which leave was taken if he/she returns to service no later than one (1) year from the beginning date of the leave.
  - b. During this one (1) year period, if a Unit member would have been reassigned to another classification or transferred to another location, notwithstanding the leave, such reassignment or transfer shall be affected and the Unit member shall have return rights to the new classification or location.
  - c. Beyond one (1) year, the Unit Member shall be given consideration to return to a position as near as reasonably possible to the position held prior to the leave.
4. Cancellation of or Early Return from Leave. A request for cancellation of the leave by a Unit member already on leave or for whom leave has been approved may be granted at the discretion of the District.
5. Effect on Sabbatical. Time on leave does not count toward the service requirements for sabbatical, with the exception of time spent on paid military leave. Leaves do not constitute a break in continuity of service but may reduce the number of days served in a year below the minimum required for a sabbatical.
6. Failure to Return from Leave. A Unit member who fails to return from leave and who, without good cause has failed to file a request for an extension of the leave prior to the expiration of the leave, shall be considered to have abandoned his/her

position, and may be recommended for dismissal in accordance with procedures set forth in applicable Education Code sections.

## **B. Mandatory Leaves.**

1. Governmental Order Leave. Granted to a Unit member to appear as a witness in court (other than as a litigant) or to respond to an official order from a governmental jurisdiction (including jury duty) for reasons other than his/her own misconduct.
  - a. Length of Leave. Limited to the specific times and dates specified on the order.
  - b. Compensation. Not to exceed two (2) weeks during any two (2) consecutive fiscal years, of regular salary shall be paid if the Unit member has provided a copy of the order to his/her supervisor. Additional leave shall be without pay; however, the Chancellor or the appropriate College President, shall not unreasonably deny payment for State or Federal jury service because a trial extended beyond the two (2) weeks provided herein.
  - c. Effect on Benefits. The District shall continue to pay the cost of all benefits while the Unit member is on leave.
  - d. Hours of Work. If an employee's normal work week contains one or more days of "evening duty" (starting time of 12:00 noon or later), for the duration of jury service, the employee's starting time shall be changed to conform with the starting time of jury service. The employee shall be responsible for coordinating a replacement for him/herself for evening duty.
2. Illness Leave. A paid or unpaid leave granted to a Unit member 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.
  - a. Calculation of and Compensation for Illness Leave.

- (1) If a newly assigned Unit member was not a District employee in a classification in which illness leave accrues, upon initial appointment to an administrative position, that Unit member shall be granted twelve (12) days of full-pay illness leave and eighty-eight (88) days of half-pay leave.

Thereafter, Unit members will be credited annually with twelve (12) full pay days, during the pay period in which July 1 falls. At that time, half-pay illness days will be credited to make up any difference between the number of full-pay days the Unit member has accumulated and one hundred (100) days. If the number of full-pay days a Unit member has accumulated equals or exceeds one hundred 100, no additional half-pay

days will be credited.

- (a) For purposes of this article, a day of illness is considered an eight (8) hour day. If a Unit member is assigned less than full-time, a day of illness shall be considered the amount of time which constitutes that person's average work day.
- (b) There shall be no year-to-year limit on the number of full-pay illness days a Unit member may accumulate.
- (c) Half-pay days shall not be used prior to the exhaustion of full-pay days. After the exhaustion of half-pay days, the Unit member shall be on unpaid leave for the duration of the approved leave unless the approved leave extends to the following fiscal year, when full- and half-pay balances are credited.

Upon the request of the Unit member, when full-pay illness is exhausted, he/she shall be allowed vacation pay in lieu of half-pay. Notification must be given to the Unit member's time reporting office which details the days to be taken as vacation pay. The date when such payment commences shall be no earlier than the requested date, and shall continue only as long as the Unit member has a vacation balance. After the exhaustion of vacation pay, the Unit member shall be paid half pay to the extent that such balance exists. Regardless of the method of payment (full-pay, half-pay or vacation pay), the Unit member shall still be considered to be on illness leave.

- (d) Illness pay shall be calculated to include all differentials and increments normally paid to the Unit member.
- (e) There shall be no lump-sum pay off for accumulated illness leave upon the retirement of the Unit member.
- (f) Salary payments shall be withheld until there is valid leave on file for a Unit member, or until the Unit member provides the required documentation to support the ongoing need for the leave.

b. Length of Leave.

- (1) Informal Leave. Informal illness leave is limited to twenty (20) working days or less.
- (2) Formal Leave. Formal illness leave shall be granted in increments of six (6) months or less. Formal leave, paid or unpaid, shall not extend for more than one (1) year. If, at any time, in the opinion of the District's physician consultant, a Unit member would be unable to return to service,

a leave sufficient only to allow the Unit member to apply for disability retirement will be granted.

c. Request Procedure.

(1) Informal Leave. Request for informal leave must be made as soon as possible to the Unit member's immediate supervisor.

(2) Formal Leave.

(a) Complete the Leave of Absence request form.

(b) Attach a statement on the designated form (Attending Physician's Statement) from a licensed physician or practitioner, which verifies that the Unit member cannot work because of illness or injury.

(c) Submit these forms to the immediate supervisor, who, after the required approvals are obtained, forwards the forms to the Personnel Relations Branch. Such documentation shall be submitted prior to the twentieth day of informal leave to avoid delays in salary payment. The District shall send to the Unit member all necessary forms upon the request of the Unit member.

(1) Once leave is approved, a Unit member must submit a "Certification of Illness or Injury" (Form 60.82B) per every pay period of leave in order to receive salary payment.

(d) Based upon the advice, where necessary, of the District's physician consultant, the leave will either be approved or denied, and Unit members shall be so informed in writing by the Office of Personnel Operations.

d. Return to Service.

(1) For absences due to maternity, illness or injury, the Unit member shall:

(a) for absences of fewer than six (6) consecutive working days, submit a signed "Certification of Illness or Injury" card (Form 60.82B).

(b) for absences in excess of five (5) days, but fewer than eleven (11) consecutive working days, submit a "Certification of Illness or Injury" card (Form 60.82B) signed by a licensed physician or practitioner.

(c) for absences in excess of ten (10) consecutive working days, submit a "Certification of Illness or Injury" card (Form 60.82B) signed by a licensed physician or practitioner, and an "Attending Physician's

Statement" (Form C305) signed by a licensed physician or practitioner.

- (2) For absences due to quarantine, regardless of the length of the absence, the Unit member must submit a County Health Office "Exclusion and Readmittance" form.
  - (3) Return Procedure. The College President or Vice Chancellor shall have the discretion to admit to service a Unit member who has been on illness leave without an examination by the District's physician consultant. If, in the opinion of the College President or Vice Chancellor, the Unit member does not appear fit to return to service, the Unit member shall be examined by the District's physician consultant. In preparation for such examination, the Unit member must have a completed "Attending Physicians Statement" to present to the physician consultant.
- e. 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 Unit member usually reports to work, extending through the last day for which illness is claimed (at the time the Unit member usually departs for the day). If, between these two times, the Unit member is engaged in any gainful employment, he/she will be required to forfeit any illness pay paid by the District during the period the Unit member was engaged in outside employment.
  - f. Extra Assignments. Unless otherwise authorized by the District's physician consultant, the Unit member must take leave from any hourly rate or other extra assignment with the District for the period of time the Unit member is ill or quarantined.
3. Industrial Accident Leave. Leave granted in the event a Unit member experiences an illness or injury whose cause arose out of his/her course and scope of employment. Such leave shall be granted only after the District has accepted the Unit member's Workers Compensation claim.
    - a. Length of Leave.
      - (1) For instances where the District agrees that the illness or injury arose out of the course and scope of the Unit member's employment, leave shall be granted from the first day of absence, but shall not exceed sixty (60) working days for each accident or illness. The leave shall terminate on the day following the last day of the Unit member's eligibility for Temporary Disability payments. The sixty (60) day balance shall be reduced by one (1) day for each day of authorized absence, regardless of the amount of the authorized Temporary Disability payment.

- (2) The sixty (60) day maximum is not accumulated from one year to the next; in the event that the absence extends into the following year, only the unused portion of the leave for that accident or illness will be available.
- (3) A Unit member who is unable to return to service after the initial sixty (60) days of leave shall continue on Industrial Accident Leave, and shall receive compensation in accordance with paragraph 2. below.

b. Compensation.

- (1) During the period of time that a Unit member has been determined to be temporarily totally disabled, he/she shall be eligible for Workers Compensation Temporary Disability payments ("TD"). TD payments never equal the amount of the Unit member's full salary.

During the first sixty (60) days of leave, TD payments shall be supplemented by the District to the extent that the Unit member receives full salary. Thereafter, TD payments shall, at the discretion of the Unit member, be supplemented with accumulated illness leave. The Unit member's illness leave balance shall be reduced by an amount, which, when combined with the TD amount, results in the Unit member receiving full salary. The District shall issue these salary payments as salary warrants, subject to all authorized deductions.

After illness leave balances are exhausted, the Unit member may apply vacation balances to TD payments to receive full salary. After all balances are exhausted, the Unit member shall continue to receive TD payments directly from the District's Workers Compensation Administrator.

In no case shall the Unit member receive an amount in excess of full salary.

- (2) After a Unit member has been determined to be "permanent and stationary" (his/her condition will get no better and no worse), TD payments shall terminate. If able, the Unit member shall return to service. If the Unit member, because of permanent disability, is determined to be a "Qualified Injured Worker" by the Workers Compensation administration, the Unit member may be eligible for vocational rehabilitation. During the period of time the Unit member is participating in vocational rehabilitation, he/she will usually receive Vocational Rehabilitation Temporary Disability (VRTD). VRTD payments shall be supplemented in the same manner as TD payments so that the Unit member receives full salary if his/her illness or vacation balances are sufficient.
- (3) If, after a Unit member receives final settlement in a Workers

Compensation case, he/she is absent because of illness arising from the industrial accident or because of continuation of industrial illness, he/she may be eligible for Illness Leave, in accordance with section I. of this agreement.

c. Effect on Benefits.

- (1) Time on Industrial Accident Leave does not constitute a break in service.
- (2) During the entire period of leave, the District shall contribute to the Unit member's health and welfare benefits to the same extent that such contributions were made while the Unit member was in active service.
- (3) The first sixty (60) days of leave are not charged against any illness or vacation balances.
- (4) Time on leave counts toward step advancement and retirement credit; time on leave does not count toward eligibility for other leaves.

d. Activities While on Leave. An Industrial Accident leave period is considered as beginning on the first day for which industrial illness or injury is claimed at the time the Unit member usually reports to work, extending through the last day for which illness or injury is claimed (at the time the Unit member usually departs for the day). If, between these two times, the Unit member is engaged in any gainful employment, he/she will be required to forfeit any pay paid by the District during the period the Unit member was engaged in outside employment. Such employment may also affect the Unit member's eligibility for TD or VRTD.

A Unit member on Industrial Accident Leave may not leave the State of California without the authorization of the governing board.

e. Assault and Battery Leave. A type of industrial accident leave which is granted because of an absence due to an injury caused by an assault and/or battery suffered by a Unit member in the course and scope of his/her employment. The determination as to whether the absence is considered an assault and/or battery leave shall be the responsibility of the Human Resources Division.

- (1) Length of Leave. After approval, leave shall be granted from the first day of injury or illness and shall continue for no longer than one (1) year. If the Unit member is unable to return after one (1) year, and he/she is still eligible for Workers Compensation temporary disability or vocational rehabilitation temporary disability payments, he/she shall be placed on an Industrial Accident Leave. Otherwise, the Unit member shall be placed on any other paid or unpaid leave for which he/she can document eligibility.

- (2) Compensation. The Unit member shall receive full pay in the classification in which he/she was serving at the time of injury during the term of the leave, but shall not include pay for any extra or hourly rate assignments the Unit member might have. If such non-regular, additional assignments are covered by another collective bargaining agreement, additional benefits may derive from that agreement. Workers Compensation temporary disability payments to the Unit member shall be supplemented so that gross pay equals the gross pay the Unit member earned while in active service. Such supplementation shall be borne by the District and shall not be charged to the Unit member's illness leave or vacation balances.
  - (3) Additional Provisions. All applicable portions of the Industrial Accident Leave section of this agreement shall apply to Assault and Battery Leaves.
  - (4) Report to Law Enforcement Agency. In accordance with Education Code section 87014, whenever any Unit member is attacked, assaulted or menaced by any student, it shall be the duty of that Unit member, and the duty of any person under whose direct supervision the Unit member is employed who has knowledge of the incident, to promptly report the same to the appropriate law enforcement authorities. Education Code section 87014 also provides as follows: failure to make the report shall be a misdemeanor punishable by a fine of not more than \$200.00. Any action by a member of the governing board or any Unit member of the District which is designed to directly or indirectly urge or influence a Unit member not to make the report shall also be a misdemeanor, and shall be punishable by a fine of not less than \$100.00 and not more than \$200.00.
  - (5) Request Procedure. The Unit member should complete the District's leave of absence request. The Division of Human Resources shall be responsible for verifying the Workers Compensation status of the Unit member. The leave shall not be approved until written verification of the report to authorities is submitted.
4. Bereavement Leave. Time off granted in the event of the death of a person defined below.
- a. Length of Leave. Bereavement leave of up to three (3) working days, or five (5) working days if out of state travel is involved, or if travel of more than two hundred (200) miles one-way is required shall be granted to a Unit member because of the death of a person in one of the following relationships:
    - (1) The mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, or a grandchild of the Unit member or the Unit member's spouse.

- (2) The spouse, brother or sister of the Unit member, or any relative living in the household of the Unit member.

Bereavement Leave not to exceed three (3) working days shall be granted in the case of death of one of the following:

- (3) Those closely related by blood or marriage not mentioned above.
- (4) A close friend, fiancée, or roommate.

- b. Compensation. Full salary shall be paid for the period of the leave and shall not be charged to a Unit member's illness leave or vacation balances.
- c. Request Procedure. The Unit member shall request leave as soon as possible and, upon request, shall furnish such verification of death that his/her supervisor requires.

5. Family and Medical Leave.

- a. Definition. Granted to a Unit member who must be absent from duty because of the Unit member's own serious health condition which makes it impossible for him/her to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; or caring for the following family members:

- (1) biological, adopted and foster children under the age of 18;
- (2) anyone under the age of 18 who is treated as the employee's child;
- (3) disabled children of any age, meaning those who have a physical or mental disability which would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living;
- (4) biological parents, and/or custodial parents and anybody who treated the Unit member as a son or daughter when the Unit member was under 18 years of age and/or while he/she was disabled;
- (5) spouse

- b. Length of Leave. Leave may not exceed twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced work schedule. Leave is not accumulative, and unused leave does not carry over from year to year. For a new child, leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.

If a husband and wife both work for the District, and both are eligible for leave, the total amount of leave for the two (2) employees is limited to twelve (12) weeks, which can be divided between the two employees, if the leave is taken for birth, adoption, foster care placement, or for the care of a sick parent whose care can be split between the two employees.

- c. Compensation. No salary shall be paid during the period of the leave, however, employees may elect to take any available paid illness or vacation leaves, as appropriate, in lieu of unpaid Family and Medical leave.
- d. Effect on Benefits. Unit members on Family and Medical Leave shall be covered by the District's benefits as described in Article 10 of this agreement as if they were in paid service for the period of the leave.

Time on Family and Medical Leave does not count as service in meeting the requirements for other leaves.

- e. Request Procedure. Where appropriate, all requests must be accompanied by verification from a physician or other practitioner licensed to practice in California that the leave is required. Other forms of documentation, including but not limited to adoption papers, birth certificates and marriage certificates, required to verify the need for leave or the relationship that the Unit member has with another person, shall be provided by the Unit member upon the request of his/her supervisor.
6. Maternity Leave. An unpaid leave granted to Unit members who are pregnant.
- a. Length of Leave. A maternity leave shall be granted for any requested period during the pregnancy.
  - b. Compensation. No compensation shall be paid by the District.
    - (1) For the period of time that a Unit member may be physically disabled and unable to perform her duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be authorized to utilize illness leave benefits, in accordance with section 13.B.2. of this agreement.
    - (2) A Unit member may interrupt maternity leave for the purpose of commencing illness leave.
  - c. Effect on Benefits.
    - (1) During the period of maternity leave, a Unit member's health and welfare benefits shall be paid by the District.

- (2) Time spent on maternity leave shall not count toward step advancement, eligibility for other leaves or retirement.

7. Military Leave.

- a. Indefinite Military Leave. A leave granted to a Unit member ordered to active military duty for more than one hundred eighty (180) calendar days as required by the Military and Veterans' Code and the Education Code.
- b. Temporary Military Leave. A leave granted to a Unit member ordered to active military service for not more than one hundred eighty (180) calendar days (including travel time) as required by the Military and Veterans' Code and the Education Code.

**C. Permissive Leaves.**

1. Personal Leave. Granted to a Unit member for a specific personal reason. Formal Personal Leave may be granted for periods more than twenty (20) consecutive working days; informal leave may be granted for periods of twenty (20) working days or less.
  - a. Length of Leave. Leave may not be granted for more than one (1) year.
  - b. Compensation. No compensation shall be paid by the District for the period of the leave, except for such extra assignments in which the Unit member serves.
  - c. Effect on Benefits. No credit is allowed for time spent on formal Personal Leave toward any benefits. A Unit member may self-pay for hospital/medical, dental, or vision care insurance.
2. Personal Necessity Leave. May be granted to permit Unit members to be absent without loss of pay when the specific conditions or events require the personal attention of the Unit member during his/her assigned hours of service and involve circumstances the Unit member cannot reasonably be expected to disregard.
  - a. Length of Leave. Leave may be requested in increments of one (1) hour. The total number of paid hours per year granted for Personal Necessity shall not exceed the equivalent of six (6) eight (8) hour days.
  - b. Compensation. Hours on Personal Necessity Leave shall be charged to a Unit member's full-time illness leave balance. Full compensation shall be paid for all approved hours of leave to the extent that the Unit member's full-pay illness balance has a sufficient number of hours.
  - c. Qualifying Events. The following are the events which may be used as a basis

for requesting Personal Necessity Leave:

- (1) Bereavement . The death of a mother, grandmother, father, grandfather, grandchild of the Unit member or of the spouse, mother-in-law, father-in-law, husband, wife, son, daughter, brother or sister, or any relative living in the immediate household of the Unit member. This benefit is in addition to any days of paid Bereavement Leave granted under the provisions of paragraph B.4., Bereavement Leave.
- (2) Accident. An accident to a Unit member's person not covered by the provisions of Illness Leave, paragraph B.2., or Industrial Accident Leave, paragraph B.3., or to his or her property or to the person or property of a member of his/her family as defined in B.5.a. above, which is serious and which requires the attention of the Unit member during his/her assigned hours of service.
- (3) Court Appearance. Appearance in court as a litigant or party, provided that the Unit member return to service on days that it is not necessary for him/her to be present in court for the entire day.
- (4) Witness. Appearance in court as a litigant under official governmental order, where such absence is not covered under the provisions of paragraph B.1., Governmental Order Leave. For payment to be made, the Unit member must:
  - (a) Provide verification from the Clerk of the Court or authorized officer of another governmental jurisdiction for each day of necessary attendance, or part thereof, under such order, other than the date specified in a subpoena; and/or
  - (b) Collect and remit to the Business Services Division any witness fees payable to the Unit member; and/or
  - (c) Return to work for those days or portions of days when it is not necessary for the Unit member to appear.
- (5) Family Illness. Illness of a member of the Unit member's family as defined in Article 13, section B.5. above.
- (6) Paternity. Birth of a child.
- (7) Home Protection. Necessary action taken by a Unit member to protect his/her domicile in the event of a natural disaster.
- (8) Any other significant event, personal to the Unit member, for which other paid leave of absence is not authorized, which, under the circumstances,

the Unit member cannot be expected to disregard, and which requires the immediate attention of the Unit member during his/her assigned hours of service.

d. Limitations.

- (1) Paid Personal Necessity Leave is limited to the equivalent of six (6) eight (8) hour working days per fiscal year.
- (2) Paid days allowed shall be deducted from, and shall not exceed, the number of full-pay days of illness leave in the Unit member's bank of leave.
- (3) Paid Personal Necessity Leave shall not be allowed during other leaves of absence.
- (4) Personal Necessity Leave shall not be granted for a Unit member organization meeting, a campaign meeting, a strike, a demonstration, a rally, a march or for picketing, lobbying, or any other work stoppage activities; the foregoing reasons are specifically excluded from the authorized reasons for Personal Necessity Leave.

3. Sabbatical Leave. A sabbatical is a paid professional development leave intended to enhance the job performance and professional growth of Unit members by permitting them to undertake a significant professional development project, or to begin a program of formal study or training.

a. Requirements

1. The Unit member must hold regular status in the District at the time the leave begins.
2. The Unit member must have rendered service to the District for at least six (6) consecutive years preceding the beginning of the leave. Only service rendered subsequent to the Unit member's return from his/her most recent sabbatical leave and subsequent to the most recent break in the Unit member's service (if any) is counted, except that all time served between the two periods of a split sabbatical count toward the service requirements for subsequent sabbaticals.
3. The Unit member shall not have taken any other paid professional development leave during the six-year eligibility period.

b. Length of Leave. Each sabbatical leave may not exceed two months.

- c. Compensation. A Unit member shall be paid one-half (1/2) his/her salary during the period of the sabbatical leave. He or she may combine the sabbatical leave with earned vacation balances in order to provide for a fully paid sabbatical leave.
- d. Sabbatical Plan. An eligible Unit member may request a sabbatical leave by filing a written sabbatical plan and form as prescribed by the District. The application must be received by the immediate supervisor (with a copy to the Office of Human Resources) at least four months before the proposed start of the leave. The plan should be sufficiently detailed to establish how the sabbatical would contribute to the mutual benefit of the Unit member and the College and/or the District.

The sabbatical leave plan shall:

1. State objectives for the leave that relate to enhancing performance and professional growth;
  2. Describe the activities to be completed while on leave in order to accomplish the stated objectives;
  3. Provide an anticipated calendar or timetable for carrying out the stated activities;
  4. Include an explanation of how his or her duties will be addressed during his or her absence; and
  5. State other relevant information that demonstrates the leave plan has appropriate substance and that its duration is commensurate with the objectives to be achieved.
- e. Sabbatical Plan Approval Process. Upon receipt of a sabbatical leave plan, the immediate supervisor shall indicate whether the operational needs of the Unit member's department can reasonably be met if the leave is approved, and whether or not he or she recommends approval of the leave. The immediate supervisor shall then forward the plan to the College President (or, if the applicant is a district manager, the Senior Vice Chancellor) who shall also indicate on the plan whether the operational needs of the Unit member's department can reasonably be met if the leave is approved, and whether or not he or she recommends approval of the leave.

The sabbatical leave plan shall then be forwarded to the Senior Associate Vice Chancellor of Human Resources with a recommendation for approval.

- f. Final Report. Within sixty calendar days following his or her return from a

sabbatical leave, the Unit member shall give the President or his or her designee a report identifying the usefulness of the leave. The College President may require that the Unit member to make reasonable presentations to the appropriate audience describing the study or travel and its relevance and benefits to the District.

- g. All other existing rules, regulations, procedures and Education Code provisions existing at the time of ratification of this agreement shall remain unchanged unless mutually agreed to by the parties.

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## **ARTICLE 14, PROFESSIONAL GROWTH, TRAINING AND RETRAINING**

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- A. Training.** The District may provide in-service and other forms of training, as necessary, for Unit members in areas including, but not limited to, relevant law, rules, policies and procedures. Such training may be required for existing Unit members as well as for all new Unit members.
  
- B. Professional Growth.** The District shall establish a fund of at least \$20,000 per fiscal year for the purpose of tuition reimbursement and reimbursement for conference attendance requested by the employee and approved by the college president. The fund shall be administered by the Associate Vice Chancellor of Human Resources or his/her designee.

Each Unit member may receive tuition reimbursement to a maximum of \$2,000 for any fiscal year up to the maximum of \$20,000 per year for the entire unit. In no case shall tuition reimbursement exceed 50% of the actual tuition for any semester, however, all allowable expenses may be reimbursed for conference attendance.

- 1. Approved Activities. Reimbursement shall be made for courses, workshops, or other organized activities in education, management, supervision and administration, or any other course of study directly related to the Unit member's assignment and approved by management. Specifically, conferences requested by the employee and approved by the college president are approved for reimbursement.
  
- 2. Procedure for Approval.
  - a. The College President or Associate Vice Chancellor must approve the Unit member's request for reimbursement prior to the commencement of the activity.
  
  - b. The Unit member must successfully complete the activity and provide appropriate and acceptable official written verification thereof prior to receiving reimbursement.

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## ARTICLE 15, RETREAT RIGHTS

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It is the intent of the parties to respect the rights of Administrative Unit members to exercise their rights under the Education Code in their efforts to maintain their employment status. All "retreat rights" shall be in accordance with applicable Education Code sections. Education Code Section 87458(a) states that, "the process by which the governing board reaches the determination shall be developed and agreed upon jointly by representatives of the governing board and the academic senate, and approved by the governing board. The agreed upon process shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the academic senate to determine that the administrator possesses the minimum qualifications for employment as a faculty member. It further states that until a joint agreement is reached, the District process in existence on January 1, 1989, shall remain in effect. The District will include the Administrative Unit in the process when it develops new administrative retreat procedures.

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## ARTICLE 16, TRANSFER AND REASSIGNMENT

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### A. Definitions.

1. Transfer. A transfer is a change from one location to another of a Unit member in his/her classification.
2. Location. Location is defined for purposes of this article as any one (1) of the District's nine (9) colleges or the Educational Services Center.
3. Reassignment. Reassignment is the assignment of an Administrator from his/her assignment to another assignment at the same location in the same classification.

### B. Types of Transfer and Reassignment.

1. Administrative Transfer and Reassignment. A transfer or reassignment of a Unit member may be made at any time when such transfer is deemed for the good of the District by the Chancellor, or such reassignment is deemed for the good of the college or division by the College President or Division Head.
2. Temporary Transfer or Temporary Reassignment. A temporary transfer or reassignment of a Unit member may be made for a period not to exceed one (1) year. Extensions of this period may be authorized by the Chancellor (for transfer) or College President or Division Head (for reassignment) when the circumstances warrant such action.
3. Voluntary Transfer. A voluntary transfer is the voluntary change from a position at one location to a position at another location in the unit member's classification after a member's transfer request has been approved and he/she has been selected

for the position in accordance with the procedure in paragraph C.3. below.

**C. Procedure for Transfer and Reassignment.**

1. Administrative Transfer. A Unit member whose transfer has been deemed for the good of the District by the Chancellor shall be informed in writing of the need for the transfer, the reason, the location to which the Unit member will be transferred, and the effective date of the transfer. This notification shall be made no later than thirty (30) days prior to the effective date of the transfer unless business necessity makes such notification impracticable. The specific reason for the transfer shall be cited in the notification; however, the reason, its sufficiency and its necessity shall not be subject to the provisions of Article 18, Grievance Procedure.
2. Administrative Reassignment. When a College President or a Division Head determines that a Unit member's reassignment is required for the good of the college or division, the Unit member shall be informed in writing of the need for the reassignment, the position to which the Unit member will be reassigned, and the effective date of the reassignment. This notification shall be made no later than thirty (30) days prior to the effective date of the reassignment unless business necessity makes such notification impracticable. The specific reason for the reassignment shall be cited in the notification, however, the reason, its sufficiency and its necessity shall not be subject to the provisions of Article 18, Grievance Procedure. Within ninety (90) days of reassignment, the Unit member shall be given a new duty statement. The Unit member shall be provided training or retraining, as determined by the District, needed to meet the scope of the new duties.
3. A Unit member who is in a classification, which has positions, authorized at more than one (1) location may request a voluntary transfer in accordance with procedures developed by the District. Where an opening exists in his/her classification, the Unit member shall be considered for the position and shall be offered an interview.

**D. Duty Statement.** Within ninety (90) days of transfer or reassignment (voluntary or involuntary), the Unit member shall be issued a duty statement in accordance with the provision of Article 7, Class Specification and Duty Statement, of this Agreement. Every reasonable effort shall be made to provide the Unit member with such duty statement as close to the effective date of transfer or reassignment as possible. See Appendix A.

**E. Selection of Administrators.** The Union and the District agree to review the process of hiring/appointing regular and acting administrators. Administrative hiring shall follow all relevant Board Rules and District and College procedures in developing job descriptions, recruiting candidates and establishing selection committees.

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## ARTICLE 17, SAFETY

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**Policy.** The District and the Administrators' Unit shall work together to ensure a healthful safe and non-hostile work environment for the students, faculty and staff of the District. See Article 3.

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## ARTICLE 18, GRIEVANCE PROCEDURE

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**A. Definition of Grievance.** A formal written complaint alleging a violation, misinterpretation or misapplication of a written rule or regulation of the Los Angeles Community College District.

1. The grievance procedure is not for the adjustment of complaints relating to the following:
  - a. Any and all matters relating to the selection, hiring, or promotion of employees.
  - b. Suspensions, demotions, dismissals subject to the provisions of the Education Code, and letters of reprimand which is not part of the official Personnel File.
  - c. The review of performance evaluations in which the overall evaluation of the Unit member is "satisfactory" or above.
  - d. The review of a written, open, non-confidential reference submitted in conjunction with a selection or evaluation of a Unit member for a position.
  - e. Accusatory statements or charges relating to the professional or moral fitness of a Unit member and allegations of unlawful discrimination, including but not limited to alleged violations of Article 3 of this Agreement.
  - f. Denial of a request for a permissive leave.
  - g. Safety issues including but not limited to alleged violations of Article 17 of this Agreement.
  - h. Alleged violations of Article 5, Board of Trustees Rights and Responsibilities, of this Agreement.

**B. Definitions.**

1. Grievant. A Unit member who has filed a complaint in accordance with this procedure.

2. Group Grievance. Grievances of a similar nature which may be combined with the written consent of the grievants and the respondents.
3. Unit member. An employee in the Administrators' Unit.
4. Day. Any day of the calendar year, except Saturdays, Sundays and legal or school holidays, within the grievant's assignment period.
5. Respondent. The management employee who has the authority to adjust the complaint or grant the remedy sought.
6. Management Employee. "Management employee," "manager," and "management," are defined as any employee in a position having significant responsibilities for formulating District policies or administering District programs, as defined in Government Code 3540 et seq.
7. Representative. An employee of the Los Angeles Community College District or a representative of the union.

**C. General Provisions.**

1. Either party to the complaint may elect to represent him/herself at any step in the grievance procedure or be accompanied by a representative who shall be a Union representative or an employee of the Administrators' Unit, however, the parties may not be represented by attorneys at steps one (1) or two (2). If the representative is a District employee, he/she shall serve without loss of pay. Prior approval for absence from regular duties shall be granted by the appropriate manager to the grievant and his/her representative, if any, where such regular duties conflict with required attendance at conferences conducted pursuant to this procedure. By mutual agreement, other persons, such as witnesses, may also attend the grievance meetings.
2. Grievance meetings and/or hearings shall be scheduled at mutually convenient times and places during District business hours. The parties to the grievance and their representatives shall attend grievance meetings and/or hearings without loss of pay.
3. The grievant and respondent have a professional obligation to seek an early adjustment to the grievance in a cooperative and respectful manner.
4. If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of the step's time limit shall permit the grievant to proceed to the next step as if there were a denial of the grievance. Any level of review may be waived by mutual agreement of the Union and the District. Any time limits established in this procedure may

be extended by mutual agreement of the Union and the District.

5. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing of the grievance unless the parties agree to the contrary.
6. Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is not grievable or that the grievance should be denied for other reasons which do not go to the merits of the issues.

Any investigation or other handling or processing of any grievance by the grievant shall be conducted with minimum interference with and interruption of District business.

The respondent shall inform the grievant of any limitation upon his/her authority which would prevent full resolution of the grievance and shall direct the grievant(s) to the person who has the authority to resolve the grievance.

Any level of review may be waived by mutual agreement between representatives of the Union and the District. Any time limits established in this procedure may be extended by mutual agreement of the parties, and, by mutual agreement, the grievance may revert to a prior level for reconsideration.

**D. The Procedure.**

1. Step One. Within twenty (20) days after the grievant knew, or by reasonable diligence, could have known of the condition upon which the grievance is based, the grievance must be presented in writing to the respondent.
  - a. The written grievance shall contain:
    - (1) a clear, concise statement of the grievance, including the specific rule, regulation, policy or procedure, which has allegedly been violated;
    - (2) the remedy sought;
    - (3) the name of the Unit member's representative, if any.
  - b. A meeting between the grievant and the respondent, or his/her designee, shall take place within ten (10) days from the date on which the grievance was filed. The grievant shall be responsible for making this appointment and the respondent or his/her designee shall be responsible for meeting within the ten (10) days, unless a written agreement is reached to extend this time limit. The respondent or his/her designee shall reply to the grievant in writing within five (5) days following the date of the meeting. The decision shall contain a clear

and concise statement explaining the reason for the decision.

If the respondent in this step is the Chancellor, Step Two is waived, and the grievant may elect to proceed in accordance with the procedures for Step Three.

2. Step Two. If the grievance is not resolved in Step One, the grievant, or representative, within ten (10) days after receipt of the decision in Step One, must present a written appeal to the College President or division head. If the respondent in Step 1 was the College President or division head, the Chancellor or his/her designee shall conduct Step 2.
  - a. The written appeal shall contain:
    - (1) a clear and concise statement of the grievance;
    - (2) a statement of the circumstances on which the grievance is based;
    - (3) the decision rendered at Step 1;
    - (4) the remedy sought;
    - (5) the basis for the appeal; and,
    - (6) the name of the grievant's representative, if any.
  - b. The grievant shall forward a copy of the appeal to the Step One authority.
  - c. Within ten (10) days of receipt of the grievance appeal, a meeting between the grievant and the Step 2 authority or his/her designee. The grievant shall be responsible for making this appointment and the Step Two authority or his/her designee shall be responsible for meeting within the ten (10) days, unless a written agreement is reached to extend this time limit. The Step Two authority or his/her designee shall reply to the grievant in writing within ten (10) days following the date of the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision.

A copy of the reply shall be sent to the Chancellor, each of the parties, the Office of Employer/Employee Relations and the Step One authority.

3. Step Three. If the grievance is not resolved at Step Two, and the Union agrees that the matter should proceed to arbitration, the Union must present a written request for hearing to the Office of Employer/Employee Relations within ten (10) days after the Union receives the Step Two decision (or Step One, if applicable). Copy of this request must be forwarded by the Administrators' Unit to the Step One and Step Two authorities. The Office of Employer/Employee Relations and

the Administrators' Unit shall select an arbitrator from a permanent panel of arbitrators which shall be mutually agreed on by the District and the Union.

- a. To select an arbitrator, the party who wins a coin toss shall strike first for the first arbitration during the term of this Agreement. Thereafter, the parties shall alternately make the first strike for successive grievances. After the first strike, each party shall alternately strike a name from the panel until there is one name remaining. The remaining name shall serve as the hearing officer for the grievance.
- b. The hearing shall be conducted in accordance with Government Code section 11513; no other section of the Administrative Procedures Act shall apply to this hearing procedure.
- c. The hearing shall be private, with attendance limited to the parties to the grievance and their representative(s), if any, witnesses while testifying, and representatives from the Office of Employer/Employee Relations.
- d. 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 any other services required by the arbitrator to assist him/her in carrying out his/her duties. Neither party may contact the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- e. The hearing shall be tape recorded. The parties shall have access to the tape recordings. A transcript of the proceeding shall be prepared at the request of either party or of the arbitrator. The cost of the transcript shall be borne by the party requesting it, except that the cost shall be shared by the parties if the arbitrator requests the transcript.
- f. Either party may request the presence of witnesses and the production of records. The hearing officer shall have the authority to cause the appearance at the hearing of any District employee without that employee losing pay. The hearing officer shall have the authority to require the parties to produce records relevant to the hearing.
- g. Representatives for the parties shall exchange all documents and other materials intended to be entered as evidence during the hearing at least five (5) days prior to the first day of hearing. The names of witnesses shall be exchanged at least five (5) days prior to the first day of hearing.
- h. The arbitrator's decision shall be based solely and exclusively on the documentary evidence, the testimony of witnesses, the arguments presented by the parties and the hearing record. The arbitrator's decision shall be limited to specific findings regarding the alleged misinterpretation, misapplication or

violation of the Collective Bargaining Agreement or a written rule, regulation, policy or procedure of the Los Angeles Community College District.

- i. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- j. The arbitrator shall have the authority to recommend the payment of salary only if the grievant rendered service for which he/she was not paid. The arbitrator shall have no power to grant a remedy in excess of that sought by the grievant.
- k. The arbitrator shall render written findings, conclusions and decisions within sixty (60) days of the termination of the hearing. Such findings, conclusions and decisions of the arbitrator shall be binding on the Board of Trustees.
- l. The costs of the hearing officer shall be borne equally by the District and the Administrators' Unit.
- m. Copies of all documents and communications related to the grievance shall be maintained by the Office of Employer/Employee Relations, and shall not become part of the Personnel File of the respondent or the grievant, except to the extent provided by the final decision.

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**ARTICLE 19, TEMPORARY FORMAL / INFORMAL ASSIGNMENT:  
COMPENSATION**

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**A. Definitions.**

1. Temporary Formal Assignment. A temporary formal assignment is one where the unit member's personnel record has been modified as a result of a request duly authorized by an agent of the Board of Trustees, resulting in a personnel action ratified by the Board to reflect a change in assignment from one classification in the bargaining unit to another classification at a higher rate of pay in the bargaining unit for the purpose of performing the duties and carrying out the responsibilities of that position.
2. Temporary Informal Assignment. A temporary informal assignment is one where the unit member has been assigned on an unofficial basis to perform all or part of the duties of the position of another unit member and the unit member's personnel record has not been modified.

- B. Compensation.** A temporary informal assignment may not exceed twenty (20) consecutive working days. The pay rate for unit members in temporary informal assignments shall not change.

A temporary formal assignment shall be processed after the unit member has performed the duties of the position for twenty (20) consecutive working days. A unit member shall receive compensation for a formal assignment at the rate of pay for the classification in which he/she is temporarily working beginning with the twenty-first day of the performance of duties of the position. The unit member must assume all of the duties of the position in order to have a temporary formal assignment and to receive pay at the rate of the higher classification.

If the unit member believes that he/she is eligible for a temporary formal assignment under the terms of this Article, and such an assignment has not already been made, the unit member must request that the assignment be made. If the unit member is to receive retroactively the higher rate of pay, such request must be made no later than thirty (30) working days from the date that the unit member assumed the duties of the new assignment. In the absence of the processing of a temporary formal assignment and of a timely request for such formal assignment, there shall be no retroactive pay awarded. If a request is made after thirty (30) working days, then, after approval by management, pay at the higher rate shall commence effective the date the request was made. The determination whether a formal assignment is appropriate shall be within the sole discretion of District management.

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## **ARTICLE 20, PLACING MATERIALS IN THE PERSONNEL FILE**

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Union members shall be provided with a copy of all written adverse material prior to the time it is placed in his/her personnel file. Employees wishing to file an objection to the adverse material may do so within 10 (ten) days by providing Human Resources with such written documentation and requesting that it be included with the adverse material.

**EXECUTION OF AGREEMENT**

**INSERT SIGNATURE PAGE**

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## APPENDIX A, JOB DUTY STATEMENT

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### Definition of a Supervisor:

Any individual having the authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action if in connection with the foregoing the exercise of that authority is not of a merely routine or clerical nature that requires the use of independent judgment."

### Definition of an Academic Administrator:

An academic administrator is primarily involved with supervision of faculty members and other employees. An academic administrator generally has a higher level of authority than a department chair for hiring, firing and discipline

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### JOB DUTY STATEMENT

Name:

Position Title:

Effective Date:

Position Status:       Regular       Acting

Next Evaluation Date:

#### Job Duties:

1. .
2. .
3. .
4. .
5. .
6. .
7. .
8. .
9. .
- 10.

\* Indicate additions/changes from prior job duty statement

Supervisory Role:

Other:

Supervisor:

(Attach Organizational Chart)

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## APPENDIX B, ADMINISTRATOR PERFORMANCE EVALUATION

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*This evaluation is conducted in keeping with Article 8, Procedure for Performance Evaluation*

### **PURPOSE**

The performance evaluation process gives the Unit member and his or her supervisor an opportunity to formally review the Unit member's job performance. It is designed to assess accomplishments, communicate standards and expectations, and to set goals for future performance. Evaluations shall be performed at least every two (2) years.

### **PERFORMANCE RATINGS**

#### **Exceeds Expectations**

Performance shows consistent and important contributions, which exceed normal expectations. Performance achievements are distinctive and unique and are beyond the principal objectives of the position.

#### **Meets Expectations (Satisfactory)**

Performance shows attainment of the principal objectives of the position. Performance is consistent with reasonable expectations of a well-trained, competent person in this position classification.

#### **Needs to Improve**

Performance shows deficiencies, which seriously interfere with the attainment of the principal objectives of the position. Improved performance on this factor is needed which requires a serious concentrated effort on the part of the employee to reach a satisfactory level.

#### **Fails to Meet Expectations**

Performance is clearly deficient and previous remedies and strategies for improvement have not been successful. Major improvements need to be demonstrated by the employee immediately. Follow up evaluation and ongoing monitoring of progress is required.

---

**Name of Evaluatee:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_ **Evaluation Period:** \_\_\_\_\_  
From To

#### **1. Job Duty Statement Review (Attach)**

- The duties remain the same and no changes were made
- The duties were changed and are reflected in the revised document.

#### **2. Statement of goals and objectives**

The employee and supervisor should agree on the goals and objectives for the evaluation period which should be measurable and verifiable, realistic, and directly related to the administrator's job.

**a. Prior year**

1. State goals and objectives and other significant accomplishments achieved during this evaluation period.
2. State goals and objectives, which were not accomplished during this evaluation period, include reasons or causes, which prevented the accomplishment of each goal and objective.

**b. Next evaluation cycle**

1. State goals and objectives to be achieved during the next evaluation cycle.
2. State method to be used and resources required to accomplish these goals.

**3. Job knowledge**

Assessment of understanding of job requirements, knowledge needed to perform job duties, fulfillment of position responsibilities, and identification of areas for future professional development. Consider depth, breadth, application, and acquisition of knowledge. Ability to achieve desired, timely results, and organizing, directing, and coordinating work activities for the attainment of goals and objectives.

**Performance Level**

- Exceeds Expectations**
- Meets Expectations (Satisfactory)**
- Needs to Improve**
- Unsatisfactory**

Brief summary of Accomplishments:

Suggestions for Improvements:

**4. Effectiveness**

Assessment of effectiveness as a team member and colleague. Consider interactions with superiors, peers, and other organizational unit and willingness to assist and guide others. Consider the ability to obtain the support and respect of others, to work under stressful conditions, and to be depended upon to meet commitments and work standards while maintaining interest and enthusiasm for the job.

**Performance Level**

- Exceeds Expectations**
- Meets Expectations (Satisfactory)**
- Needs to Improve**
- Fails to Meet Expectations**

Brief summary of Accomplishments:

Suggestions for Improvements:

## **5. Problem Solving/Judgment**

Assessment of ability to solve problems and demonstrate good judgment. Consider the ability to identify causes of problems, to recognize critical elements of problems, and to solve many different problems concurrently. Consider the qualities necessary to accurately assess and appraise the character and abilities of people, consequences of actions and decisions, and the relevant importance of facts and data.

### **Performance Level**

- Exceeds Expectations**
- Meets Expectations (Satisfactory)**
- Needs to Improve**
- Fails to Meet Expectations**

Brief summary of Accomplishments:

Suggestions for Improvements:

## **6. Change/Creativity/Innovation**

Assessment of ability to adapt to change, show creativity and develop innovative approaches. Consider applications of innovative concepts and ideas for creative improvements in operations, methods, procedures and programs. Consider adaptability to rapid changes, new situations and changing priorities.

### **Performance Level**

- Exceeds Expectations**
- Meets Expectations (Satisfactory)**
- Needs to Improve**
- Fails to Meet Expectations**

Brief summary of Accomplishments:

Suggestions for Improvements:

## **7. Initiative/Leadership**

Assessment of ability to initiate, make and carry out decisions and demonstrate leadership. Consider the ability to take prompt, decisive action and the willingness to accept responsibility for decisions. Consider the establishment of performance standards for the work unit and the training, developing, evaluating, assessing, counseling, and guiding of subordinates.

### **Performance Level**

- Exceeds Expectations**
- Meets Expectations (Satisfactory)**
- Needs to Improve**
- Fails to Meet Expectations**

Brief summary of Accomplishments:

Suggestions for Improvements:

**8. Communication/Consensus Building**

Assessment of ability to communicate and build consensus. Consider the ability to organize and effectively present information orally and in writing. Consider ability to use interest-based problem solving methods to develop consensus.

**Performance Level**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Fails to Meet Expectations

Brief summary of Accomplishments:

Suggestions for Improvements:

**9. Overall assessment of professional skill and ability, including:**

Category	Exceeds Expectations	Meets Expectations (Satisfactory)	Needs Improvement	Fails to Meet Expectations (Unsatisfactory)
1. Job Knowledge				
2. Effectiveness				
3. Problem Solving/Judgment				
4. Change/Creativity/Innovation				
5. Initiative/Leadership				
6. Communication/Consensus Building				
TOTALS				

**10. Overall rating and statement of performance.**

- Exceeds Expectations
- Meets Expectations (Satisfactory)
- Needs to Improve
- Fails to Meet Expectations

**Comments:**

\_\_\_\_\_

This appraisal has been reviewed by me and discussed with my supervisor:

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor

Reviewed by: \_\_\_\_\_ Title: Vice President

Reviewed by: \_\_\_\_\_ Title: President

*An employee may attach a statement to this form if the acknowledgment does not represent agreement by the employee.*

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## APPENDIX C, MASTER BENEFITS AGREEMENT

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**MASTER BENEFITS AGREEMENT BETWEEN  
THE LOS ANGELES COMMUNITY COLLEGE DISTRICT  
AND  
THE LOS ANGELES COLLEGE FACULTY GUILD, AFT LOCAL 1521,  
THE AFT COLLEGE STAFF GUILD, LOS ANGELES, AFT LOCAL 1521A,  
THE LOS ANGELES CITY AND COUNTY SCHOOL EMPLOYEES UNION, SEIU LOCAL 99,  
THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES  
COUNCIL,  
THE SUPERVISORY EMPLOYEES UNION, SEIU LOCAL 347, AND  
THE PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION OF THE CALIFORNIA  
TEAMSTERS, LOCAL 911  
REGARDING  
HOSPITAL-MEDICAL, DENTAL, VISION GROUP COVERAGE,  
GROUP LIFE INSURANCE COVERAGE, AND THE DISTRICT'S EMPLOYEE ASSISTANCE  
PROGRAM**

The Los Angeles Community College District (the "District") and the exclusive representatives of the District's employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange County Building and Construction Trades Council; the Supervisory Employees Union, SEIU Local 347; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911—hereinafter collectively referred to as the District's "Exclusive Representatives") agree to the following provisions regarding the District's Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District's Health Benefits Program as defined in this agreement, as well as the District's group life insurance coverage and employee assistance program, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects:

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

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

**1. Eligibility.** Each of the following employees and his or her dependents and survivors are eligible to receive benefits and enroll in plans under the Health Benefits Program once the District has verified the employee's, dependent's or survivor's eligibility under this agreement:

- a. Every member of a classified bargaining unit who is employed at least half time as either a probationary or regular classified employee.
- b. Every faculty member who is employed at least half-time in one or more monthly rate assignments.
- c. Every member of the administrators' bargaining unit who is employed at least half time.

**2. Dependents.** Dependents who are eligible to enroll in plans under the Health Benefits Program include an eligible employee's:

- a. Spouse.
- b. Qualified domestic partner as specified in Appendix I.
- c. Unmarried dependent children under age 19.
- d. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
- e. Unmarried dependent children (not otherwise eligible under subsection 2.c or 2.d, above) without regard to age who are physically or mentally incapacitated, and who are being claimed as dependents on the employee's federal income tax returns. (However, a dependent's coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage, the dependent shall not be eligible to re-enroll.)

As used in this section, the term "dependent children" means an employee's natural children, stepchildren, legally adopted children, foster children, and the dependent children of a domestic partner only.

**3. Survivors.** Upon the death of an active employee, the District shall deem the employee to have resigned from District employment on the date of his or her death and to have begun receiving a retirement allowance whether or not the employee was in fact old enough to retire. If, based on that premise, the employee would have been eligible to continue his or her participation in the hospital and medical plans available to active employees under Section III below, Article III of this Agreement shall be applicable to the employee's

survivors as if they were survivors of a retiree. For that purpose, references to survivors of retirees in Section III shall be deemed to refer to those individuals.

**4. Enrollment.** Verification of eligibility, and enrollment or re-enrollment in plans shall be administered as follows:

- a. Initial Enrollment.** Upon employment, each new employee who is eligible to enroll in plans under the Health Benefits Program shall receive complete information regarding the District's Health Benefits Program, and may enroll in hospital, medical, dental, and vision care plans at any time, except that enrollment in the Premium Only Plan described in Section II can only take place during the designated time periods. If the District receives the employee's enrollment forms on or before the 15<sup>th</sup> day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.
- b. Re-enrollment Following a Break in Coverage.** Following a break in coverage for any reason other than an error by the District, an eligible employee may re-enroll in hospital, medical, dental, and vision care plans at any time. However, unless re-enrolling during an open enrollment period, the employee must re-enroll in the same plan he or she was enrolled in when his or her previous enrollment ended. If the District receives the employee's re-enrollment forms on or before the 15<sup>th</sup> day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.
- c. Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to employees fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
- d. Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, employees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:

  - (1)** Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service

area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence without a break in coverage. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee established his or her new permanent residence.

(2) Any employee who is enrolled in a closed panel plan and who, during an approved study, retraining or sabbatical leave of absence of sixty (60) days or more, temporarily relocates to a location that is outside the service area of the plan may, by submitting a timely application to the District, temporarily change his or her enrollment to a plan that provides service in the area in which he or she will be temporarily located. To be timely, the application for a temporary change in enrollment must be received by the date on which the employee's leave commences.

(3) Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan without a break in coverage by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee's enrollment was terminated.

(4) Finally, any employee who has had a "qualified life event" as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to the District. To be timely, the application for a permissible "qualified life event" change must be received by the District within thirty-one days of the qualifying event.

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

5. **District Contribution Towards Premiums.** Eligible employees shall be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled if:
- a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he or she would have earned had he or she received pay for full-time work; or
  - b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months.
  - c. a specific section of the collective bargaining agreement applicable to the employee (for example, a section specifying compensation during certain leaves) explicitly provides for his or her entitlement to the District's contribution.

For the purposes of Section 5.a, every eligible employee, other than a temporary monthly-rate faculty member, shall be deemed to be in paid status during any recess or intersession if he or she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status during any recess or intersession if, before the beginning of the recess or intersession, he or she is assigned to a position at any district location that will render him or her eligible for benefits and is scheduled to return to paid status in that position at the end of the recess or intersession.

6. **Payment of Premiums During Unpaid Leaves.** Eligible employees who have been granted an unpaid leave of absence and who are therefore not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by paying the District in advance for the full monthly premium of the plans. The amount of the reimbursement shall be determined by dividing the annual premium for the plans by twelve and multiplying the result by the number of months of leave during which the employee will not be entitled to the District's contribution towards premium costs.

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

Should an employee fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received. Should the District terminate an employee's coverage in error, it shall reinstate the employee's coverage as soon as the error is discovered and, at the employee's option, either issue the employee a refund of the amount he

or she paid for the months during which he or she did not receive coverage, or extend the employee's coverage for an equivalent period.

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

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

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

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

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

9. **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).** Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he or she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law.
  10. If the internal responsibility for the administration of the Health Benefits Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the exclusive representatives within thirty days.
  11. **Health Care Legislation.** The District and the Exclusive Representatives shall consult on the implementation of Education Code sections 7000-7008, Medicare Part D provisions and the District's obligation to address Governmental Accounting Standards Board (GASB) Statements 43 and 45. In the absence of an agreement to do otherwise, the Federal Medicare Part D subsidy will be held in a reserve fund for future retiree health care related to GASB 45 obligations. In the event that new health care legislation is enacted and the District is required to implement a plan pursuant to such legislation, the District and the Exclusive Representatives shall consult in order to assess the effects of such legislation.
- B. Group Life Insurance Program.** The District's group term life insurance program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board.
1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for group term life insurance benefits under the program.
  2. The limits of coverage under the program shall be \$50,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the minimum amount required by Federal Law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.
- C. Employee Assistance Program.** The District's Employee Assistance Program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board. All active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement), and their dependents, shall be eligible for participation in the Employee Assistance Program.
- D. Tax Sheltered Retirement Plans.** The District shall continue its voluntary salary reduction agreement program under which employees may contribute to tax sheltered retirement plans under Internal Revenue Code Sections 403(b) and 457. The process

for selecting third-party administrators (TPAs) for these plans shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the Exclusive Representatives, and selection of TPAs based on the recommendation of the task group.

A list of the 403b vendors and enrollment forms available through our District can be found at [www.403bcompare.com](http://www.403bcompare.com) or via a link on the District's web site.

- E. IRC 125 and 129 Plans.** The District shall continue its voluntary flexible spending account plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129.

## **II. Health Benefits Program for Part-time Temporary Faculty<sup>1</sup> and Temporary Adjunct Faculty**

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty members access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he or she will have access via either of two methods: District Contribution and Premium Only Plan (see Section II. A below), or No District Contribution (see Section II. B below).

### **A. District Contribution and Premium Only Plan**

- 1. Eligibility.** A part-time temporary faculty member or temporary adjunct faculty member is eligible to receive access to hospital/medical group coverage, except the District life insurance plan, under this section if he or she has been assigned and working as A part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below:
  - a. Be assigned to a .33 (or higher) FTE temporary (limited or long term substitute) or adjunct faculty load in the District to count towards eligibility for this plan-
  - b. Open but inactive assignments - no work, no pay - do not constitute employment in this context. Should the faculty member have an adjunct

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<sup>1</sup> This refers to those part-time temporary faculty who are employed less than half time in one or more monthly rate assignments. Faculty serving in a .50 (or higher) FTE temporary monthly rate assignment as a limited or long term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements.

assignment in another community college district, verification denoting the FTE of the assignment is to be provided to the District.

- c. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.
- d. Sign an affidavit (to be developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.
- e. Participate in the District's "premium only plan" (POP) under the terms of Internal Revenue Code Section 125, so that the employee's contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amount of the employee's contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.
- f. **District Contribution.** If eligibility criteria are met, the District will contribute \$150.00 toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's medical premium only.
- g. **Term and Conditions of Coverage.** A part-time temporary faculty member or temporary adjunct faculty member who was eligible for coverage and who has prepaid the premium(s) via the POP for the entire Spring and Fall semesters of any plan year shall remain eligible for coverage during the time between the end of that Spring semester and the beginning of the subsequent Fall semester contingent upon verification of continued eligibility. The premium payments shall equate to twelve months coverage and shall be deducted from ten monthly pay periods for each twelve-month coverage period.
- h. **Enrollment.** Eligible employees may enroll at each 6-month cycle but an employee who becomes ineligible cannot reenroll until the start of the next annual cycle because of the conditions set by the IRC 125 plan year rules.
- i. If any provision herein regarding the premium-only plan conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.

## **2. Premiums.**

- a. To receive medical plan coverage under this agreement, an eligible part-time temporary faculty member or temporary adjunct faculty member must, in advance and in accordance with applicable District procedures, agree to participate in the POP for a period of a plan year, contingent upon verification of continued eligibility, and pay the balance of the premium, minus the District contribution of \$150 per month towards the medical premium.
  - b. To participate in the District's vision and dental plans, the eligible adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The adjunct faculty member agrees that premiums will be deducted, pre-tax, from the faculty member's monthly salary warrants as described in Section II.B.4 above.
  - c. A part-time temporary faculty member or temporary adjunct faculty member's coverage (with a District contribution) shall cease immediately upon his or her failure to pay the balance of the required insurance premium(s) in accordance with District procedures. The faculty member's deductions for the required payments will be made for the last working day of each month preceding the month in which coverage will be effective.
- a. New enrollment, or reenrollment, will only occur during the district "open enrollment" period and will become effective the following semester.

- 3. Extension of Coverage.** Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination of employment with the District, shall be in accordance with applicable state and/or federal law.

## **B. No District Contribution**

Part-time temporary faculty member or temporary adjunct faculty members who meet the eligibility requirements in sections E.1 through E.3 below and who prepay the entire cost (in two installments, each representing six months coverage) of the premium(s) via check, cashier's check, or electronic fund transfer when it becomes available shall be eligible to participate in the District's medical and/or dental and/or vision plans.

- 1.** Be assigned to at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during the semester for which coverage is requested. Only District service shall count toward eligibility for this plan. Open but inactive assignments—no work, no pay—do not constitute employment in this context.

2. Have completed at least a .2 FTE part-time temporary faculty or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.
3. Sign an affidavit (to be developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.

**MOU.** All provisions, not contrary to statute or the terms of this Agreement, of the Memorandum of Understanding between the parties signed June 24, 1999 relating to part-time health benefit coverage shall remain in effect.

**Reopener.** The parties may mutually agree that Section II, Health Benefits for Adjunct Faculty, be reopened for further negotiations after one year.

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

**A. Hospital-Medical, Dental and Vision Benefits.** Eligible retirees and their eligible dependents and survivors shall have the right to continue their participation in the Health Benefits plans available to active employees, subject to the terms and conditions of this Agreement. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the District's Health Benefits Program, as well as the plans available under the Program, remain subject to alteration by action of the Joint Labor/Management Benefits Committee or any future agreement between the District and the its Exclusive Representatives.

**B. Eligibility.** A retiree who is eligible to continue his or her participation in the health benefits plans which are available to active employees is one who has retired from District service under the rules of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS), who is receiving a retirement allowance from that system, and who:

1. —for employees whose most recent uninterrupted District employment began before February 11, 1992—has rendered continuous paid service to the District in a “qualifying position” for three or more years immediately preceding his or her retirement; and—for employees whose most recent uninterrupted District Employment began before July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for seven or more years immediately preceding his or her retirement; or
2. —for employees whose most recent uninterrupted District employment began on or after July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for ten or more years immediately preceding his or her

retirement; provided, however, the employee received district paid benefits each month during the 39 months immediately preceding his or her retirement.

For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under Section I above, except those who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

The District and the Exclusive Representatives agree to consult to develop policy regarding vesting rights for employees who are in temporary or limited status or classified specially funded program (SFP) status.

In addition, no absence from the service of the District under any paid leave of absence, or any unpaid leave of absence, or layoff of thirty-nine (39) months or less, shall be deemed a break in the continuity of service required by this section. An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under PERS or STRS is no later than the day after his or her resignation from District employment.

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

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

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

As used in this section, the term "dependent children" means an employee's natural children, step-children, legally adopted children, foster children, and the dependent children of a domestic partner only.

—and—

2. a dependent may not be enrolled in any plans other than those under which the retiree is covered, or in the case of any survivor, the survivor must have been enrolled in plans as a dependent at the time of the retiree's death.

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

1. The eligibility of a surviving spouse shall terminate when he or she remarries, enters into a domestic partner relationship, or is eligible for group coverage under his or her own employment.
2. The eligibility of a surviving qualified domestic partner shall terminate when he or she marries, enters into another domestic partner relationship, or is eligible for group coverage under his or her own employment.
3. The eligibility of a surviving child who is a dependent of a surviving spouse or domestic partner shall terminate when the eligibility of the surviving spouse or domestic partner terminates, unless the eligibility of the surviving spouse or domestic partner terminates because of death, in which case the child shall remain eligible as if the surviving spouse or domestic partner had not died.
4. Any survivor whose eligibility terminates for any reason shall not be eligible for re-enrollment.

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

1. **Initial Enrollment.** Upon retirement, each new retiree who is eligible to enroll in plans under the Health Benefits Program shall receive uninterrupted coverage under the plan in which he or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.
2. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to retirees fourteen or more days before the beginning of the open enrollment period. If an eligible retiree requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.

**3. Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, retirees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:

- a.** Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree established his or her new permanent residence.
- b.** Any retiree whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree's enrollment was terminated.

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

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

- 1.** For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.1, the District will pay 100% of the District's contribution towards premiums.
- 2.** For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will pay 50% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying

position” for at least ten years but fewer than fifteen years; 75% of the District’s contribution towards premiums for those retirees who rendered service in a “qualifying position” for at least fifteen years but fewer than twenty years; and 100% of the District’s contribution towards premiums for those retirees who rendered service in a “qualifying position” for at least twenty (20) years.

**G. Conditions of and Limitations on Eligibility and Coverage.**

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

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

- A.** The District shall convene, and the Exclusive Representatives shall all participate in, a Joint Labor/Management Benefits Committee (JLMBC). The role of the Committee is to contain the costs of the District's Health Benefits Program while maintaining and, when feasible, improving the quality of the benefits available to employees.
  
- B.** The Committee shall be composed of one voting and one non-voting District Member appointed by the Chancellor; six Employee Members, one appointed by each of the Exclusive Representatives; and an additional voting member who shall serve as Chair, nominated by the President of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. Although each Exclusive Representative will appoint one regular voting member on the Committee, the Committee shall adopt rules under which each Exclusive Representative may appoint additional non-voting members in proportion to the size of each unit. The District shall grant the Chair of the Committee at least 0.2 FTE reassigned time to perform the duties of that assignment.
  
- C.** The Committee shall have the authority to:
  - 1.** review the District's Health Benefits Program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to substitute other plans for the District's existing health benefits plans);
  - 2.** recommend the selection, replacement, and evaluation of benefits consultants;
  - 3.** recommend the selection, replacement, and evaluation of benefit plan providers;
  - 4.** review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it;
  - 5.** review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms;
  - 6.** study recurring enrollee concerns and complaints and make recommendations for their resolution;
  - 7.** participate in an annual review of the District's administration of the Health Benefits Program;

8. review and make recommendations about the District's health benefits budget; and
  9. if health care legislation that necessitates modification of the District's Health Benefits Program is enacted before the termination of this agreement, assess the effects of such legislation and make recommendations to the District and the Exclusive Representatives about appropriate action to take.
- D.** Any action of the Committee must be approved by the affirmative vote of the voting District member and all but one of the voting Employee Members at a meeting of the Committee at which a quorum is present. A quorum shall consist of the voting District member and any five voting Employee Members.
- E.** Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.
- F.** The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the "overall cost to the District of maintaining the Health Benefits Program."

## **V. Managing the Health Benefits Program**

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

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## APPENDIX D, DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE

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

1. The employee/retiree must file an Affidavit of Domestic Partnership signed by both partners and notarized with the Health Insurance Section, Business Services Division. Note that the form (attached) imposes additional requirements.
2. The employee/retiree, and his/her domestic partner, must also satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration to the Health Insurance Section.
3. Application for domestic partner coverage must include all of the plans in which the employee/retiree is presently enrolled; that is, the employee/retiree may not choose to enroll the domestic partner under only the dental but not medical and vision, etc.
4. The employee/retiree and his/her domestic partner:
  - a. must share the same regular and permanent residence for coverage with the LACCD (proof of residing together may include any one of the following:
    - (1) driver's licenses or passports showing the same address; OR
    - (2) mortgage documents, deeds or leases showing both names on the document);
  - b. are financially interdependent and have proven such interdependency by providing documentation of any two of the following:
    - (a) designation as a beneficiary for District life insurance or retirement benefits; OR
    - (b) common ownership of a motor vehicle;
    - (c) a joint bank account;
    - (d) a joint credit card;
    - (e) joint wills;
    - (f) joint utility bills;
    - (g) durable power of attorney for health care;
    - (h) joint safety deposit box.

- c. are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons are committed to one another and intend to stay together indefinitely;
- d. are jointly responsible to each other for "basic living expenses" which shall mean the cost of food, shelter, medical care, clothing and any other expenses supporting daily living (the monetary contribution made by each person toward the expenses need not be in equal shares);
- e. are over eighteen (18) years of age;
- f. are not currently married to other persons;
- g. are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- h. are mentally competent to consent to contract;
- i. have not signed a domestic partner affidavit or declaration with another person or persons or are a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity; and

5. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of the Master Benefits Agreement IA, 2 or IIC, 1 and 2, and one of the following is true:

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

*\* Health benefits means health insurance coverage under an employer-sponsored plan or other health insurance coverage partially or fully paid by a party other than the employee or domestic partner.*

## 6. Application for Coverage:

- a. Employees who meet the requirements in 3.a above and all other requirements herein on the original effective date of these Regulations will have 31 calendar days to make application for domestic partner coverage following registration, and providing proof of such registration, of domestic partnership with the State of

California. If application is not made within this time, the employee will have to wait for the next open enrollment period to apply for coverage.

- b. New employees hired after the original effective date of these Regulations who meet the requirements on their date of eligibility may apply for domestic partner coverage.
- c. In the event of late enrollment the employee will not be required to wait until the next open enrollment period IF the employee can demonstrate that the late application is due to loss of coverage for the domestic partner in a different benefit plan.

**7. Change in Domestic Partnership:**

- a. Terminations of domestic partnerships must comply with State regulations, including but not limited to Family Code, Section 299(a).
- b. In the event of the termination of the domestic partnership, the employee must show proof of having filed the Notice of Termination of Domestic Partnership with the California Secretary of State or, if applicable, providing proof of dissolution of domestic partnership through the Superior Court.
- c. The employee must notify the Health Insurance Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.

- 8. COBRA Coverage:** Domestic partners are not considered "qualified beneficiaries" under federal COBRA regulations but are eligible for COBRA-like continuation coverage if offered and provided by the insurance carrier(s), and under the terms and conditions of the insurance carrier(s). As such, the District retains the right to modify or terminate this continuation of coverage benefit at any time

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## APPENDIX E, AFFIDAVIT AND DECLARATION

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Form: Affidavit of Domestic Partnership

Form: Declaration of Termination of Domestic Partnership

(stored as PDF files; you need Acrobat Reader to access the forms; if you do not have Acrobat Reader, click this icon to download it)



[Access the Affidavit of Domestic Partnership](#)

[Access the Declaration of Termination](#)