



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, 2020 – June 30, 2023

TABLE OF CONTENTS

Page

ARTICLE 1	PREAMBLE	4
ARTICLE 2	RECOGNITION, EXCLUSIVE REPRESENTATIVE AND ORGANIZATIONAL SECURITY	4
ARTICLE 3	NON-DISCRIMINATION, EQUAL, EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES, HARASSMENT, AND COMMITMENT TO DIVERSITY	5
ARTICLE 4	AGREEMENT	6
ARTICLE 5	BOARD OF TRUSTEES' RIGHTS AND RESPONSIBILITIES	7
ARTICLE 6	UNION RIGHTS	7
ARTICLE 7	CLASS SPECIFICATION AND ASSIGNMENTS	9
ARTICLE 8	EVALUATION OF ADMINISTRATORS	10
ARTICLE 9	COMPENSATION	12
ARTICLE 10	EMPLOYEE BENEFITS	14
ARTICLE 11	HOLIDAYS	14
ARTICLE 12	VACATION	15
ARTICLE 13	LEAVES	16
ARTICLE 14	PROFESSIONAL GROWTH, TRAINING AND RETRAINING	31
ARTICLE 15	RETREAT RIGHTS	32
ARTICLE 16	TRANSFER AND REASSIGNMENT	32
ARTICLE 17	SAFETY	34
ARTICLE 18	GRIEVANCE PROCEDURE	34
ARTICLE 19	PERSONNEL FILE	39
SIGNED	EXECUTION OF AGREEMENT	41
APPENDIX A	DEAN CLASSIFICATION DESCRIPTION	42
APPENDIX B	LACCD ADMINISTRATOR'S PERFORMANCE EVALUATION	47
APPENDIX C	MASTER BENEFITS AGREEMENT	52
APPENDIX D	DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE AND AFFIDAVIT AND DECLARATION	72
APPENDIX E	EMPLOYEE GRIEVANCE FORM	77
APPENDIX F	GLOSSARY OF TERMS	78
APPENDIX G	EDUCATION CODE SECTIONS	79
APPENDIX H	AGREEMENT BETWEEN THE LACCD, THE FACULTY GUILD AND THE TEAMSTERS UNIT	80
CHART	DISTINGUISHING CHARACTERISTICS SUPERVISORY POSITIONS	83

ARTICLE 1, PREAMBLE

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").

ARTICLE 2, RECOGNITION, EXCLUSIVE REPRESENTATIVE AND ORGANIZATIONAL SECURITY

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/or 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
Assistant Dean

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 District Payroll Office.
 - (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 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.

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

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 supervising manager 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.

ARTICLE 4, AGREEMENT

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, covering July 1, 2020 to June 30, 2023.

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. Modifications to the Agreement shall be referred to as Memoranda of Understanding (MOU's). Written interpretations of the Agreement shall be referred to as Contract Interpretations (CI's).
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. Upon District clearance, the College shall, for any offer of employment for a position in the Unit:
 - a. Provide the newly hired or newly assigned employee an offer letter within 5 days after the beginning of the assignment. The letter shall include the salary, job title, supervisor's name and any additional documentation needed to substantiate the salary offer.

- b. Provide the Unit Member a copy of the Collective Bargaining Agreement within 5 days from the start date of employment.
4. Copies of the Collective Bargaining Agreement shall be distributed to all existing Unit members by the Union. The cost of printing the Agreement shall be shared equally by the Union and the District.

ARTICLE 5, BOARD OF TRUSTEES' RIGHTS AND RESPONSIBILITIES

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.

ARTICLE 6, UNION RIGHTS

- A. Release Time for Union Activities.** The Unit shall be allowed release time for all union-related activities of 0.5 FTE in accordance with Government Code section 3540 et seq. The Unit may determine how to allocate the release time and shall provide prior written notice to the district Office of Employee and Labor Relations regarding the use of the release time.
- 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 oral or written 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 conducting union business in accord 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 District shall provide the Union 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 President or designee 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 or their designee at each college shall be granted a voting seat and shall represent the Unit on the shared governance council and standing subcommittees of the shared governance council.

E. District Budget Committee. The Union President or their designee shall be a voting member of the District Budget Committee.

F. Release of Information. Upon request of the Union, the District shall furnish the Unit all information, which is available to the public.

G. Consultation

a. College. The College President or their designee and the College Union Representative or their 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 consultation session, the parties should exchange written agendas. The parties should summarize any agreed upon actions resulting from the consultation prior to the date of the next consultation.

b. District. The Chancellor, or their designee and the President of the Union or their 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 consultation session, the parties should exchange written agendas. The parties may document any agreed upon action items resulting from the consultation prior to the date of the next consultation.

Non-Reprisal. Reprisals of any nature shall not be taken against Unit Members for exercise of their union rights.

ARTICLE 7, CLASS SPECIFICATION AND ASSIGNMENTS

A. Classification Description.

1. The classification description is contained in Appendix A. In the event there is a need for a classification not listed in Appendix A, the District and the Administrator's Unit will engage in consultation.

B. Reclassification Procedure

1. If a unit member believes they have assumed additional duties, responsibilities, and/or departments/programs that have resulted in their position changing classification levels, they may request a reclassification.
2. To request reclassification, the unit member shall complete and submit the reclassification paperwork to their College President/Vice Chancellor. The College President/Vice Chancellor shall sign their recommendation of the request on the reclassification paperwork and forward it to the Human Resources Division.
3. The Human Resources Division will respond to the request for reclassification in writing to the unit member within 20 working days. If the request is denied, the unit member will be provided the rationale for the denial in writing.

C. Temporary Assignments for Assistant Deans and Associate Deans

1. **Acting Status.** An acting position is filled to temporarily act in a higher-level capacity during the absence of the position incumbent. In the case of an absent administrator, the absent administrator retains the responsibility of their position but delegates authority to the "acting" person. When a unit member holds acting status, per HR R-110, within the bargaining unit, at each 12-month interval, the supervising administrator shall review the acting status with the unit member before extending or ending the acting assignment. Any changes to an acting assignment shall be provided in writing.
2. **Interim Status.** An interim position is filled to perform the duties of a vacant career position while recruitment is underway. When a unit member holds interim status, per HR R-110, within the bargaining unit, the assignment may not exceed one (1) year in duration without the approval of the Chancellor; and has a maximum of two (2) years.
3. **Compensation.** A temporary assignment that exceeds twenty (20) consecutive working days shall receive compensation at the rate of pay for the classification in which the-unit member is temporarily working beginning with the twenty-first day of performance of duties of the position. The unit member must assume all of the duties of the position in order to have a temporary assignment and to receive pay at the rate of the higher classification.

If the unit member believes that they are eligible for a temporary assignment under the terms of this Article, and such an assignment has not already been made, the unit member must request to the supervising manager 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 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 temporary assignment is appropriate shall be within the sole discretion of District management.

D. Night and/or Weekend Duty. When a unit member is called upon to work evening and/or weekends, their supervisor will give reasonable notice to the Unit member and consider input from the employee before confirming the work schedule.

E. Work of the Unit. The District shall strive to ensure that Unit members are only assigned the work of the Unit. The District and the Unit recognize that, for the good of the District or the College, temporary duties may be assigned as needed. A unit member shall not be assigned work of another Unit for more than sixty (60) working days, absent extenuating circumstances that would require consultation between the unit member, the campus Administrator's Unit representative and the College President.

See Appendix H—Agreement between the LACCD, the Faculty Guild, and the Teamsters Unit.

F. Support Staff. Unit members shall have access to sufficient support staff to carry out the duties and responsibilities of their respective classification.

G. The Administrators Unit – Teamsters Local 911 shall have the right to make the following appointments to selection/hiring committee/panels.

1. Chancellor and College President: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.)
2. Any senior administrator that is directly supervised by the Chancellor: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.)
3. College Vice President: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.)
4. Assistant Dean, Associate Dean, and Dean: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.)

ARTICLE 8, EVALUATION OF ADMINISTRATORS

A. Purpose of the Evaluation. The performance evaluation process gives the Unit member and their 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.

- B. Union Representation.** At any time during the evaluation process, a Unit member may request their union representative to attend as an observer.
- C. Time Frame.** A Unit member completing their first year in an assignment will be evaluated no later than 12 months after the start date of that assignment. Thereafter, the evaluation shall be scheduled by the appropriate supervisor in writing and performed every fiscal year. If a supervisor fails to evaluate a Unit member within 60 working days of the evaluation date, that Unit member's evaluation will automatically default to a "satisfactory" evaluation for that time period.
- D. Evaluation Categories.** Each Unit member's evaluation process will include the form in Appendix B of the Agreement. The Unit member shall also be given the opportunity to complete and submit the form in Appendix B, as a self-assessment tool, to be given consideration in their overall evaluation. The categories of the evaluation shall include the following based on the classification:
1. Accomplishments
 2. Job Knowledge
 3. Problem Solving and Decisiveness
 4. Collaboration and Adaptability to Change
 5. Communication Skills
 6. Managerial Qualities, Reliability, and Effectiveness
 7. Planning, Leadership, and Initiative
 8. Supervisor's Overall Evaluation
 9. Goals and Objectives for current evaluation period and for next evaluation period
- E. Supervisor's Role.**
1. Ongoing informal feedback from the Unit member's Supervisor, faculty members, staff members, peers and others who work with the Unit member regarding their performance is expected.
 2. When the formal evaluation process is conducted, the Unit member's immediate supervisor shall meet with the Unit member to review the steps in the evaluation process and set the timeline to complete the evaluation. Once the evaluation has begun (see section C of this Article), the Supervisor must complete the evaluation within 60 working days.
- F. Evaluation Review.** The Unit member, their immediate supervisor, the supervising vice

president and the college president shall all sign the completed evaluation form. A copy of the evaluation shall be given to the Unit member and the original shall be forwarded to the District's Human Resources Division for inclusion in the Unit member's official personnel file. Should the Unit member disagree with any part of the evaluation, they may prepare a written statement to be added to the personnel file along with the evaluation.

- G. Needs to Improve and Unsatisfactory Evaluation Rating.** When a Unit member receives an overall "Needs to Improve" evaluation rating from their immediate supervisor, they will work with the supervisor to develop a Remediation Plan as described in section H below. An overall "Unsatisfactory" evaluation rating should be given after a unit member has already received an evaluation rating of "Needs to Improve" in a prior evaluation cycle. Nothing in this section precludes the district from exercising their rights under California Education Code 87732.
- H. Remediation Plan.** The Remediation Plan shall include specific examples of expected performance, suggestions about how to improve and the method that will be used to assess improvement within an agreed upon time frame for each item addressed in the plan. Should the Unit member disagree with the plan, they may request to meet with the President along with their supervisor to reach agreement on the plan. All parties shall receive a copy of the agreed upon plan.
- I. Grievance Rights.** If the Unit member being evaluated believes any aspect of the evaluation process has not been properly followed, they may grieve. The content of the evaluation may not be grieved.
- J. Online Form Conversion:** The District, in consultation with the administrator's unit, will facilitate the automation of Appendix B in collaboration with District resources in order to develop organizational efficiency, and enter into a digital platform. Section J will sunset upon conclusion of the automation effort, testing of the form, and commencement of production with the District's technology enhancements.

ARTICLE 9, COMPENSATION

- 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 Human Resources Guides.

Effective for the years 2020-2023, all salary schedules will remain status quo. If the District receives COLA that is above 0% that is approved, funded and provided by the State for the Fiscal years 2020-21, 2021-2022, 2022-2023, the District will allocate 100% towards the base salary. COLA will also apply to all elements of the salary schedule, including steps, columns, and all differentials, in each of the three years.

The District and the Union have agreed that before the salary augmentation is implemented, a 10% reserve, which is comprised of the contingency reserve and general reserve, must be identified by June 30th of each year. If the contingency reserve and general reserve are less than ten percent (10%) combined, the salary increase shall not be implemented.

- B. Assignment to the Schedule.** Employees who become members of the Administrator’s Unit after the execution of this agreement shall be “rated in” in accordance with existing Board Rules and administrative regulations implementing those Board Rules.

Below is the salary schedule effective July 1, 2020. For the updated salary, please refer to our website <https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx>

DEAN		ASSOCIATE DEAN		ASSISTANT DEAN	
STEP	MONTHLY	STEP	MONTHLY	STEP	MONTHLY
1	11,260.17	1	10,412.99	1	9,698.94
2	11,462.86	2	10,600.42	2	9,873.52
3	11,669.19	3	10,791.23	3	10,051.25
4	11,879.23	4	10,985.47	4	10,232.17
5	12,093.06	5	11,183.21	5	10,416.35
6	12,310.73	6	11,384.51	6	10,603.84
7	12,532.33	7	11,589.43	7	10,794.71
8	12,757.91	8	11,798.04	8	10,989.02
9	12,987.55	9	12,010.40	9	11,186.82
10	13,221.33	10	12,226.59	10	11,388.18

- C. Salary Step Advancement.** The Unit member shall receive a step increase on the salary schedule at the time of the next regularly scheduled July 1 step advance. Unit members must have served 130 workdays in order to receive the salary advance July 1. Unit members hired between July 1 and December 31 of the academic year will be eligible to receive the salary step advance. Step advancement for Unit members hired between January 1 and June 30, shall occur on the first day of the pay period that follows completion of 130 workdays in paid regular status in the class.

- D. Longevity Differential.** Effective July 1, 2020, Unit members who are at the top step within their respective classification level for a period of twenty-four (24) months shall receive a 6% longevity differential to the base pay effective July 1st after completing 24 months. Unit members who have served within the unit for 12 or more years shall also receive 6% longevity differential increase to their base pay effective July 1st after completing the 12th year.

- E. Wage Parity.** Should another bargaining unit receive a wage increase during the term of the agreement, said difference shall be applied to this bargaining unit.

ARTICLE 10, EMPLOYEE BENEFITS

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.

ARTICLE 11, HOLIDAYS

- 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, unless it is a special or limited holiday, 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).

B. Wellness Day. Unit members shall be granted two (2) Wellness Days each fiscal year. The Unit member shall give their supervisor a minimum of 2 days written notice prior to taking a Wellness day. If the day is not used it shall not carry forward to the next fiscal year. The second day is for the duration of the current Agreement (2020-2023), and is subject to renegotiation.

ARTICLE 12, VACATION

A. Earning Vacation. Members of the Administrator's Unit who are appointed to a classification in the unit shall earn vacation at the rate of .09232 hour for each hour of paid service (twenty-four [24] days per year). Members of the Administrator's Unit who are appointed to a classification in the unit after the beginning of the current fiscal year shall have their vacation pro-rated.

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 beginning 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 writing in advance for approval to the immediate supervisor. No vacation request will be unreasonably denied. Any denial of a vacation shall be made 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.

ARTICLE 13, LEAVES

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, they must make every reasonable effort to contact their 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 themselves, 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 they return 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 their 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 their 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 their 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 themselves 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 their 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, they 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 Human Resources Division. 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 Human Resources Division.

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, they 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 their 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, they 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" (the 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, they 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 their illness or vacation balances are sufficient.
- (3) If, after a Unit member receives final settlement in a Workers Compensation case, they are absent because of illness arising from the industrial accident or because of continuation of industrial illness, they 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, they 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 their 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 they are still eligible for Workers Compensation temporary disability or vocational rehabilitation temporary disability payments, they shall be placed on an Industrial Accident Leave. Otherwise, the Unit member shall be placed on any other paid or unpaid leave for which they can document eligibility.
- (2) Compensation. The Unit member shall receive full pay in the classification in which they were 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 their supervisor requires.

5. Family and Medical Leave.

- a. Definition. Pursuant to the Family Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), Family and Medical Leave is leave granted to a Unit member who must be absent from duty because of the Unit member's own serious health condition (as serious health condition is defined in the FMLA and CFRA) which makes it impossible for them to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; leave to care for a spouse, son, daughter, or parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty or was aggravated by service in the line of duty on active duty in the Armed forces (“military caregiver leave); a qualifying exigency arising from a Unit member’s family member being on active military duty or called to active military duty; or caring for the following family members:
- (1) biological, adopted, step- and foster children under the age of 18;
 - (2) anyone under the age of 18 who is treated as the Unit member’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 they were disabled;
 - (5) spouse
 - (6) a legal ward
- b. Length of Leave. Leave may not exceed twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced work schedule, except that a Unit member may take leave for a maximum of twenty-six (26) weeks for leave to care for a covered service member. 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) Unit members is limited to twelve (12) weeks, which can be divided between the two Unit members, 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 Unit members.

If a Unit member takes a leave of absence for any purpose that also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the Unit member’s 12-week FMLA/CFRA leave entitlement.

If a Unit member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for or provide psychological comfort to an immediate family member with serious health condition, the Unit member must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require a Unit member who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

- c. Eligibility: The Unit member must have been employed by the District for at least one year and must have provided 1,250 hours of service in the 12-month period immediately preceding the commencement of the leave.
- d. Compensation. No salary shall be paid during the period of the leave, however, Unit members may elect to take any available paid illness or vacation leaves, as appropriate, in lieu of unpaid Family and Medical leave.
- e. 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.

f. Certification for Leave.

- (1) Time for Certification: The Unit member must provide a medical certification of their own serious health condition or the serious health condition of a family member from a health care provider. The Unit member must provide this certification 30 days prior to the need for leave if the need for leave is reasonably foreseeable. When this is not possible, the Unit member must provide the medical certification to the District within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the Unit member's diligent, good faith efforts.
- (2) Requirements for Certification: For the Unit member's own serious health condition, the Unit member must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the Unit member is unable to work at all or is unable to perform any one or more of the essential functions of their position.
- (3) For the serious health condition of a family member, the Unit member must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the Unit

member needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the Unit member to provide care during a period of treatment or supervision of the child, parent or spouse. The term “warrants the participation of the Unit member” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.

- (4) For a covered service member with a serious injury or illness, the Unit member must provide written certification that contains information from a health care provider with information regarding the servicemember’s serious injury or illness.
- (5) For a qualifying exigency, the Unit member may be required to provide a copy of the military member’s active-duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member’s active-duty service.
- (6) Recertification: If the Unit member requests additional leave upon expiration of the time period initially estimated by the health care provider, the Unit member must obtain recertification from the health care provider.
- (7) Deficient Certification: If the Unit member provides an incomplete medical certification, the District must give the Unit member a reasonable opportunity to cure any such deficiency. However, if the Unit member fails to provide a timely medical certification, the District may delay the Unit member’s Family and Medical Leave until the Unit member provides the required certification.
- (8) Second and Third Opinions: The District may seek a medical opinion of a second health care provider chosen and paid for by the District if the District has a good faith, objective reason to doubt the validity of a certification for the Unit member’s serious health condition. If the second opinion is different from the first, the District may require the opinion of a third health care provider jointly approved by the District and the Unit member and paid for by the District.

g. Reinstatement from Leave

- (1) Upon expiration of leave, a Unit member is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Unit members have no greater rights to reinstatement, benefits, and other conditions of employment than if the Unit member had been continuously employed during the Family and Medical Leave Act period.
- (2) If the Unit member and District have agreed upon a date of reinstatement at the beginning of the leave, the District will reinstate the Unit member on the date agreed upon. If the reinstatement date differs from the original agreed-upon date, the District will reinstate the Unit member within two business days of the Unit

member's clearance to return to work, where feasible.

(3) Unit members may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the Unit member is ready to return.

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

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 the duties due to pregnancy, miscarriage, childbirth and recovery there from, the employee 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. 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.
 - b. 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 their 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 their property or to the person or property of a member of their family as defined in B.5.a. above, which is serious and which requires the attention of the Unit member during their 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 them 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. The definition of "family" is 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 their 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 their 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 leave for study or travel 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 their 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 sabbatical leave during the prior six-year eligibility period.
- b. Length of Leave. Each sabbatical leave may not exceed six months.
 - c. Compensation. A Unit member shall be paid one-half (1/2) their salary during the period of the sabbatical leave. The Unit member 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 their 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 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 they recommend approval of the leave. The supervisor shall then forward the plan to the College President (or, if the applicant is a district manager, the 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 they recommend approval of the leave. If the leave request is denied, reasons for such denial will be submitted in writing within 10 working days.

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

- f. Final Report. Within sixty calendar days following their return from a sabbatical leave, the Unit member shall give the President or their designee a report regarding how the Unit member's study and travel leave provided a benefit to the Unit member or District/College. The College President may require that the Unit member make reasonable presentations to the appropriate audiences 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.

ARTICLE 14, PROFESSIONAL GROWTH, TRAINING AND RETRAINING

- A. Training.** The District and/or College may provide in-service and other forms of training, as necessary, for all Unit members in areas including, but not limited to, relevant law, rules, policies, and procedures. The District shall provide training for Unit members on the District's Harassment Policy as per LACCD Board Rule 15011. From July 1, 2020 through June 30, 2023 training topics and schedule will be developed in consultation with the Unit and will include activities to achieve a culturally responsive, diverse workforce.
- B. Professional Growth.** The District shall establish a fund of at least \$35,000 per fiscal year for the purpose of tuition reimbursement and reimbursement for conference attendance requested by the Unit Member and approved by the college president. The fund shall be administered by the Vice Chancellor of Human Resources or their designee.

Each Unit member may receive tuition reimbursement to a maximum of \$3,000 for any fiscal year up to the maximum of \$35,000 per year for the entire unit. In no case shall tuition reimbursement exceed 50% of the actual tuition for any educational term; 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 Unit Member and approved by the college president are approved for reimbursement.
- 2. Procedure for Approval.
 - a. The College President or Vice Chancellor must approve the Unit member's request for Conference Attendance and/or Tuition Reimbursement for Professional

Development requests prior to the commencement of the activity utilizing appropriate forms. College President or Vice Chancellor approval is only required for the activity request. Reimbursement approval is the Teamsters Unit's purview, prior to forwarding to the Human Resources Division for final verification and processing for payment.

- b. Once the activity is approved by the College President or Vice Chancellor, the Unit member must submit a copy of the approved form to the Teamsters Executive Board for approval of funding.
- c. The Unit member must successfully complete the activity and provide appropriate and acceptable official written verification thereof prior to receiving reimbursement.
- d. The Unit member may request an advance for purposes of conference attendance.

ARTICLE 15, RETREAT RIGHTS

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 the 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. See Appendix G for a copy of Education Code Sections 72411 and 87458.

ARTICLE 16, TRANSFER AND REASSIGNMENT

A. Definitions.

1. Transfer. A transfer is a change from one location to another of a Unit member in their 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 their assignment to another assignment, in the Collective Bargaining Unit, 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 (for transfer) or, or College President or Division Head (for reassignment) when the circumstances warrant such action.
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 they have 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, the reason, its sufficiency and its necessity shall not be subject to the provisions of Article 18, Grievance Procedure. 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 may request a voluntary transfer in accordance with procedures developed by the District. Where an opening exists in their classification, the Unit member shall be considered for the position and shall be offered an interview.

D. Selection of Administrators. The Union and the District agree to review the process of hiring/appointing regular, acting, and interim administrators. Administrative hiring shall

follow all relevant Board Rules and District and College procedures in developing job descriptions, recruiting candidates and establishing selection committees.

ARTICLE 17, SAFETY

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.

ARTICLE 18, GRIEVANCE PROCEDURE

A grievance is a formal written complaint, by a Unit member, alleging that there has been a misinterpretation, misapplication or violation of a specific item(s) or Article(s) of this Agreement, modifications to the Agreement (MOU).

The grievant cannot ask for an adjustment to, and the grievance process does not address a remedy for, any of the following:

1. Another employee represented by bargaining unit.
2. Any and all matters relating to the selection and/or hiring of employees.
3. Suspensions, demotions, and dismissals for which review procedures are provided by the Education Code and letters of reprimand.
4. The outcome of any performance evaluation.
5. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
6. Accusatory statements or charges relating to the professional fitness or moral fitness of an employee and allegations of unlawful discrimination, including but not limited to alleged violations of Article 3 of this agreement.
7. Denial of a request for a permissive leave.
8. Safety issues including but not limited to alleged violations of Article 17 of this Agreement.
9. Alleged violations of Article 5, Board of Trustees Rights and Responsibilities, of this Agreement.

A. Definitions.

1. **Grievant.** A grievant is a member or group of members of the Unit.
2. **Group Grievances.** Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the grievants involved. Should the grievants so consolidate, the final grievance decision shall be binding upon all parties to the consolidated grievance. Such consolidated grievances may be carried through the process by one designated Grievant or by the Union.
3. **Unit Member.** A District employee in the LACCD Administrators' Association/Teamsters Local 911 Unit.
4. **Respondent.** The management employee, as designated in Section C of this Article, who has the authority to adjust the complaint or grant the remedy sought.
 - (a) **Representative.** Any employee of the Los Angeles Community College District designated by (a) the Union to represent a grievant(s) or (b) the District or College manager to represent a respondent.
5. **Work Day.** Any day of the calendar year, except Saturdays, Sundays and legal or school holidays, within the grievant's assignment period.
6. **Time Limits.** Time limits contained in the grievance process shall be followed by both parties unless they are extended by mutual agreement.
7. **Mediation.** Mediation is defined as a formal process agreed upon by and including the parties to resolve grievances to avoid arbitration. The goal is to resolve the grievance at the lowest possible level in the shortest amount of time at the lowest cost to the parties.

B. General Provisions.

1. The Unit member initiating the grievance may elect to represent themselves at any step in the grievance process and/or, be accompanied by a Union representative. However, no party may be represented by attorneys at steps one (1) or two (2). If the representative is a Union representative, they shall serve without loss of pay. Prior approval for absence from regular duties shall be granted by the appropriate supervisor to the grievant and their representative.
2. Any level of review may be waived, extended, shortened or revert to a prior step by written agreement between the grievant(s), the Union and the District.
3. Before any formal written grievance is filed, the Grievant should make a good faith effort to discuss their complaint with their immediate supervisor in an effort to resolve the matter.
4. If the matter is not resolved informally, the Grievant may then proceed with a formal grievance.

5. Any investigation or other handling or processing of any grievance by the grieving employee(s) shall be conducted so as to result in minimal interference with, or interruption of, any work activities of the grieving employee(s) or of the staff.
6. 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.
7. The respondent shall inform the grievant of any limitation upon their 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.
8. 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 and conclude the grievance. If the Respondent fails to respond or act upon the grievance in a timely manner, as delineated in Section C of this Article, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step.
9. 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.

C. The Grievance Process.

1. **Step One.** Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on the District's Grievance Form to the appropriate supervising manager. If the grievance involves a disagreement or dispute between the Unit Member and the supervising manager, then the next line of authority shall hear the grievance.
 - a. The Unit Member shall (a) write a clear and concise statement of the incident, including the names of the parties involved, which led to the grievance, (b) identify the specific section of the Agreement that was allegedly violated; and (c) provide a desired remedy.
 - b. A meeting between the Grievant and the Respondent or their designee, shall take place within ten (10) work days from the date the grievance was received by the Respondent. The Grievant shall be responsible for making the appointment and the Respondent or their designee shall be responsible for meeting within the ten (10) work days, unless agreement is reached (in writing) to extend this time limit. The Respondent or their designee shall respond in writing to the Grievant within ten (10) work days following the date of the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision. If no response is rendered within ten (10) working days, the grievance is automatically escalated to Step Two.

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 – Grievance Appeal.** If the grievance is not resolved in Step One, the Grievant may appeal the Respondent’s decision, within ten (10) days after the receipt of the decision. The Unit Member shall present the original written grievance to the next level of authority with a copy of the written decision from Step One. The grievant shall notify the Respondent of their action as part of Step Two.

Within ten (10) work days of receipt of the Grievance Appeal, a meeting shall be scheduled between the grievant and the Step Two authority or their designee. The Grievant shall be responsible for making the appointment with the Step Two authority, or their designee. The Step Two authority or their designee, shall be responsible for meeting within ten (10) work days, unless a written agreement is reached to extend this time limit. The Step Two authority, or their designee, shall reply to the Grievant in writing within ten (10) work days following the date of the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision. If no response is rendered within ten (10) working days, the grievance is automatically escalated to Step Three.

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

3. **Step Three – Second Grievance Appeal.** If the grievance is not resolved at Step Two, the Grievant may, within ten (10) days after the receipt of the decision in Step Two, present the original written grievance to the College President. If the Respondent in Step Two was the College President, the Grievant may forward the Grievance to the Vice Chancellor of Human Resources, who shall serve as the Step Three Respondent. The Grievant shall present the original written grievance, copies of the Step One and Step Two decisions, and their reasons for appeal to the President (or Vice Chancellor). The Grievant shall be responsible for making the appointment with the College President (or Vice Chancellor). Within ten (10) days, a meeting shall take place to discuss the matter. Due to the objective of resolving the matter in a timely fashion, no extension of time shall be entertained unless the College President (or Vice Chancellor) is unavailable. The College President (or Vice Chancellor) shall reply in writing within ten (10) work days following the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision.
4. **Step Four – Request for Arbitration Hearing.** If the Grievant is not satisfied with the decision at Step Three, they shall consult with the Union and the Union may choose to submit the matter to the Office of Employee and Labor Relations for a hearing. Any requests for Arbitration shall be made in writing within ten (10) days after the final decision in Step Three.

A copy of this written request, along with the original grievance and all decisions made under Steps One, Two and Three, must be forwarded by the Union to the Step One, Step Two, and Step Three authorities.

5. **Selection of an Arbitrator.** The Office of Employee and Labor Relations and the Union President (or their designee) shall agree on an arbitrator. Each party shall nominate potential arbitrators until both parties agree on the arbitrator to hear the matter.

6. **Limitations Upon the Arbitrator.** The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no power to grant a remedy in excess of that sought by the grievant. The Arbitrator shall have no power to render recommendations. 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.
- a. **Governing Law.** 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.
 - b. **Privacy.** 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 Employee and Labor Relations.
 - c. **Coordination Duties.** The Office of Employee and Labor Relations shall be responsible for the arrangements of the hearing, the recording of the proceedings, the maintenance of records, and any other services required by the arbitrator to assist them in carrying out their duties.
 - d. **Preservation.** 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.
 - e. **Witnesses.** The parties shall exchange lists of proposed witnesses not later than five (5) working days prior to the first day of the hearing. 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.
 - f. **Evidence.** Representatives for the parties shall exchange all documents at least ten (10) work days prior to the first day of the hearing if such documents and/or materials are to be entered as evidence during the hearing to give each party notice and opportunity to prepare.
 - g. **Expenses.** The District and the Union will share equally the payment of the services and expenses of the arbitrator (hearing officer). Each party shall bear the expense of the presentation of its own case.
 - h. **Arbitrator's Authority and Decision.** The arbitrator's decision shall be based solely and exclusively on the documentary evidence presented, the testimony of witnesses, and the arguments presented by the parties and the hearing record. The arbitrator shall have the authority to recommend the payment of salary only if the grievant rendered service for which they were not paid.

- i. **Findings.** The arbitrator shall render written findings, conclusions and decisions within sixty (60) days of the termination of the hearing. 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. The findings, conclusions, and recommendations shall be sent to the Grievant, the Union and the District. The decision rendered by the arbitrator shall become final and binding upon the Grievant(s), the District, and the Union and shall constitute the final administrative remedy available to the Grievant.
7. **Grievance Files.** The District's Office of Employee and Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file, except to the extent provided by the final decision.

ARTICLE 19, PERSONNEL FILE

A. Definition. A personnel file is the official record of the employee's work history with the District. It may include, but not be limited to the following: employment application, resume, performance evaluations, letters of recommendation or commendation, counseling letters, reprimands, other work-related documents that have been shared with or generated by the employee, and employee responses to any documents in the file.

The District's Office of Employee and Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file.

B. Placing Adverse Materials in the Personnel File.

Materials may be signed, dated and placed in the file by the appropriate administrator. Prior to placing any adverse material in a Unit member's file, the employee shall be notified and provided a copy. The Employee may attach their own statement to any material placed in the personnel file within ten (10) work days. No adverse material may become a part of an employee's record, placed in their personnel file, until the employee has been provided a copy of such material and had an opportunity to respond.

C. Removing Adverse Materials from the Personnel File. Adverse material which has been placed or will be placed in an employee's personnel file shall be retained in that file after original receipt of the materials. The employee may request adverse material to be removed from their personnel file after four years of receipt of the material.

D. Viewing the Personnel File

1. A Unit member and/or Union representative shall have the right, at any reasonable time,

to inspect a personnel file at the college and/or at the District office.

2. The Unit member may elect to have a Union representative accompany them to inspect the personnel file.
3. The Unit member shall have the right to give written consent to a Union representative to inspect the Unit Member's personnel file.

EXECUTION OF AGREEMENT

DocuSign Envelope ID: 1E39FAF4-2F2E-4912-A1BB-1957300AB119



Los Angeles Community College District Administrator's Unit Represented by
California Teamsters Public, Professional & Medical Employees Union Local 911

EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the 16th day of December, 2020.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: Andra Hoffman
Andra Hoffman, President
Board of Trustees

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

By: Mercedes Gutierrez
Mercedes Gutiérrez, Chief Negotiator
Acting Vice Chancellor, Human Resources

By: James Limbaugh
James Limbaugh, President
West Los Angeles College

By: Roberto Gonzalez
Roberto Gonzales, Vice President of Student Services
West Los Angeles College

By: Ruben Arenas
Ruben Arenas, Vice President of Academic Affairs
East Los Angeles College

By: Howard Irvin
Howard Irvin, Vice President of Student Services
Los Angeles Southwest College

By: Harry Ziogas
Harry Ziogas, Vice President of Administration
Los Angeles Trade Technical College

TEAMSTERS, LOCAL 911

By: Cristian Leiva
Cristian Leiva, Chief Negotiator
Business Representative

By: Vi Ly
Vi Ly, Chief Negotiator, Acting President, Teamster Local 911
Dean of Academic Affairs
Los Angeles City College

By: Matthew Jordan
Matthew Jordan, Chief Negotiator
Dean of Academic Affairs
Los Angeles Valley College

By: Mary-Jo Apigo
Mary-Jo Apigo, Acting Dean of Academic Affairs
West Los Angeles College

By: Walter C. Jones
Walter C. Jones, Dean of Academic Affairs
West Los Angeles College

By: James A. Kenny
James A. Kenny, Dean Language Arts & Sciences
East Los Angeles College

By: Ralph W. Davis
Ralph W. Davis, Dean of Student Services
Los Angeles Southwest College

By: Danelle J. Fallert
Danelle J. Fallert, Dean of Student Services
East Los Angeles College

By: Adrienne Ann Mullen
Adrienne Ann Mullen, Dean of Adult, Community & Continuing,
Education Programs & Services
Los Angeles City College

By: Edward Pai
Edward Pai, Dean, IE, Honors & Athletics
Los Angeles Harbor College

By: Susan Rhi-Kleinert
Susan Rhi-Kleinert, Dean of Academic Affairs
Los Angeles Pierce College

By: Amari D. Williams
Amari D. Williams, Dean of Institutional Effectiveness
Los Angeles Pierce College

By: Ani Zarpas
Ani Zarpas, Dean of Institutional Effectiveness
Los Angeles Trade Technical College

APPENDIX A, DEAN CLASSIFICATION DESCRIPTION

Los Angeles Community College District

CLASSIFICATION DESCRIPTION

Title: Dean (Assistant Dean, Associate Dean, and Dean)

Unit: Supervisory

Original Date: 9
FLSA Status: Exempt
Service Type: Academic

DEFINITION

Under the direction of a President, Vice Chancellor, Associate Vice Chancellor, Vice President of Academic Affairs, Vice President of Student Services, or other senior administrator, a dean will plan, develop, support, organize, direct, and supervise a sizable and complex instructional, instructional support or student services program(s).

DISTINGUISHING CHARACTERISTICS

Deans supervise and provide leadership to a program(s) involving a group of academic subject areas/programs, a large continuing education program, an instructional support or a student services program employing academic, classified, and unclassified staff. Deans supervise faculty and classified and unclassified staff directly or through first-line supervisors, such as Department Chairs and Classified Managers.

EXAMPLE OF DUTIES

1. Plan, develop, organize, coordinate, supervise and evaluate assigned instructional and/or student support program(s) in accordance with legal requirements, District policies, Accreditation Standards, and sound instructional/guidance principles and practices.
2. Facilitate completion of overall objectives and plans for a department(s); initiate and participate in overall program planning; assess needs for new programs/services; facilitate their development and implementation in accordance with established approval guidelines and budgets.
3. Monitor outcomes assessment processes for programmatic improvement, which may include providing relevant information and facilitating discussions about the results of Student Learning Outcomes (SLO), Service Area Outcomes (SAO), Program Learning Outcomes (PLO), and/or Institutional Learning Outcomes (ILO) and using the outcomes assessment results to make improvements to those areas.
4. Oversee the screening, interviewing, and selection process of faculty, classified, and

unclassified staff to ensure compliance with the California Education Code, Title 5 Regulations, Los Angeles Community College District (LACCD) Board Rules, LACCD Administrative Regulations, Human Resources Guides, Personnel Guides, Personnel Commission Laws and Rules, and collective bargaining agreements in a fair and consistent manner.

5. Assign, supervise and evaluate faculty, classified staff, and unclassified staff.
6. Plan, coordinate, and provide training and professional development to assigned staff.
7. Oversee staff assignments and schedules; assign work location in accordance with established District policies.
8. Coordinate and direct special projects; initiate studies and conduct analysis as necessary to evaluate the efficiency of instructional and student support programs to determine the need for new or modified course offerings, programs or services.
9. Ensure the preparation, distribution and maintenance of required reports, records, and files by appropriate staff.
10. Communicate and promote program objectives and offerings to potential and current students, other educational institutions, community organizations, staff, instructors, and others. Establish formal partnerships/alliances and collaborate with industry and external educational institutions, educational initiatives, and/or programs.
11. Responsible for supervising and developing the annual budget and contractual commitments according to established procedures; control and oversight of assigned program budgets; and specially funded budgets.
12. Serve as a member of college and District committees and task forces; liaise with other campuses and District administration to ensure proper coordination of activities; promote sharing of ideas and communication of administrative required benchmarks with others, internal and external, to the District.
13. Represent the college and District at external, local, state, national and international conferences, meetings, task forces, and activities that improve, promote and publicize college and District instructional and/or student support programs.
14. Coordinate the investigation of and assist in the facilitation and the resolution of student, staff, and faculty conflict and complaints in accordance with State and District requirements.
15. Coordinate, investigate and facilitate the resolution of student grievances.
16. Manage student conduct and discipline.
17. Interpret, articulate, implement, and monitor compliance with the California Education Code, Title 5 Regulations, LACCD Board Rules, LACCD Administrative Regulations, Human Resources Guides, Personnel Guides, Personnel Commission Laws and Rules, applicable state and federal laws, and collective bargaining agreements in a fair and consistent manner.

18. Serve as the administrator in charge of the college in the absence of the President or Vice President as delegated.
19. Serve as evening and/or weekend administrator as assigned.
20. The dean leads and engages in strategic planning and promotes creative ideas that enable the division and the college to be more productive, efficient, and continuously improve its services. Specific organizational and operational duties typically consist of budget planning/implementation, direct oversight of institutional Student Learning Outcomes (SLO), Service Outcomes, and Program Learning Outcomes (PLO) programs.
21. Facilitates discussion and collaboration related to the understanding and utilization of data in planning and decision making.
22. Perform other duties as assigned.

LEVELS OF DEAN*

ASSISTANT DEAN

Assistant Deans typically supervise one to two-programmatic areas. They receive moderate to limited supervision and work from goals and objectives set by their supervisor. Assistant Deans organize and carry out functions of the assigned area(s) of responsibility in accordance with direction provided from their supervisors and standard practices and procedures in place. Assistant Deans typically oversee one to two budgets and typically provide direct supervision for one to five full-time equivalent employees.

ASSOCIATE DEAN

Associate Deans typically supervise three to four programmatic areas. They receive limited supervision and are provided general guidance on goals and objectives from their supervisor. Associate Deans set the specific goals and objectives for their areas of supervision and are responsible for planning, designing and implementing programs, services, and projects to accomplish the objectives and meet the goals. Associate Deans typically oversee three to four and typically provide direct supervision for six to 10 full-time equivalent employees.

DEAN

Deans typically supervise five or more programmatic areas. They receive limited supervision and are responsible for defining goals and objectives. Deans provide direction and leadership over strategic and long-range planning, implementation, and management to the assigned area(s) of responsibility. They proceed independently in accomplishing goals and advancing the mission of the organization. Deans typically oversee five or more budgets and typically provide direct supervision for 11 or more full-time equivalent employees.

*Since the leadership and management provided by Deans of Institutional Effectiveness is college-wide, the number of departments/programs supervised, budgets overseen, and employees

supervised may not align with the above levels.

TYPES OF DEAN

DEAN – STUDENT SERVICES

This is an academic administrative position responsible for providing leadership and management for programs and initiatives in the Division of Student Services. Dean's in this classification are responsible for day-to-day operations, supervision, organization, budgets, implementation, creation and evaluation of Student Learning Outcomes (SLO's) and Service Area Outcomes (SAO's) for programs and disciplines within the Division of Student Services.

DEAN – ACADEMIC AFFAIRS

This is an academic administrative position responsible for providing leadership and management for programs and initiatives in the Division of Academic Affairs. Typical areas include but are not limited to: Credit, Continuing Education, Career Technical Education, Workforce and Economic Development, Adult Education, and Non-Credit or other programs deemed necessary by the college. The Dean shall be responsible for providing leadership and supervision for academic discipline-specific programs, state/college/district initiatives, and/or departments.

DEAN – INSTITUTIONAL EFFECTIVENESS

This is an academic administrative position responsible for providing leadership and management for college-wide institutional effectiveness efforts. Deans in this classification provide collaborative leadership, expertise, and oversight in college planning processes and in the review and assessment of programs, student achievement, learning outcomes, and student success strategies. Deans in this classification develop and implement the college research agenda to support assessment efforts, data-driven decision making, accountability, and institutional effectiveness.

MINIMUM QUALIFICATIONS

Applicants must meet the minimum qualification requirements below as described in the *Minimum Qualifications for Faculty & Administrators in California Community Colleges* handbook:

1. A master's degree from an accredited college or university;
2. Completion of one year of full-time formal training, internship or leadership experience reasonably related to the administrative assignment.
3. Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

SPECIAL CONDITIONS OF EMPLOYMENT

This position may require a non-traditional work schedule, including evenings and weekends, and local, state, and national and international travel.

DESIRABLE QUALIFICATIONS

1. Demonstrated experience in working with academic departments or student support programs.
2. Knowledge and experience in areas of oversight in the classification type noted above.
3. Possesses personal characteristics necessary for working with students, employees and the public in an administrative capacity including: ability to communicate effectively both orally and in writing, flexibility, good judgment, tact, and cooperation with coworkers.
4. Demonstrated experience and knowledge of budget development and implementation, and accounting procedures for general, categorical, and Specially Funded Programs (SFP) including the development of audit trails.
5. Knowledge and experience of the technology needs of the related programs and uses of various resources to meet the needs.
6. Knowledge of and experience with current research trends in higher education.
7. Knowledge or experience related to compliance with applicable federal and state civil rights laws, collective bargaining agreements, policies, and procedures.

APPENDIX B, LACCD ADMINISTRATOR'S PERFORMANCE EVALUATION

Name: _____ **Location:** _____

Title: _____ **Evaluation Period:** _____

From: _____ **To:** _____

Type of Evaluation: Self New Employee Annual

PURPOSE:

The purpose of this evaluation is to provide a systematic, objective and entirely constructive method of evaluating and informing an administrative employee of the effectiveness of the employee's performance and contribution to the overall purpose and mission of the Los Angeles Community College District. The evaluation process is designed to achieve a mutual understanding between the supervisor and the employee regarding levels of past performance, identification of strengths and weaknesses, means for improving performance, and expectations for future performance based on set goals throughout the evaluation period.

INSTRUCTIONS FOR UNIT MEMBER EMPLOYEES:

As part of the self-evaluation process, evaluate each category separately providing examples as appropriate.

GOALS AND OBJECTIVES IN SUPPORT OF COLLEGE MISSION—EVALUEE TO COMPLETE

State goals and objectives and other significant accomplishments achieved during this evaluation period.

- 1.
- 2.
3. etc.

*State goals and objectives which were not accomplished during this evaluation period:
(State any reasons or causes which prevented the accomplishment of each goal and objective.)*

- 1.
- 2.
3. etc.

INSTRUCTIONS FOR SUPERVISORS:

Evaluate each category separately. The supervisor should provide specific comments, examples and/or suggestions for each category. If “Needs Improvement” is indicated, specific suggestions for improvement must be provided.

DEFINITIONS OF PERFORMANCE LEVEL DEGREES:

Needs Improvement - Performance shows deficiencies which seriously interfere with the attainment of the principal objectives of the category and seriously falls below the mutually agreed upon goals. Improved performance is needed which requires a serious concentrated effort on the part of the employee to reach a satisfactory level. This rating must be supported by a statement of facts within the “comments, examples, and/or suggestions” section.

Meets Expectations - Performance shows attainment of the principal objectives of the category. Performance is consistent with the Classification Specification and the mutually agreed upon goals for this category.

Exceeds Expectations - Performance achievements are consistent, important, distinctive, and unique, and are beyond the defined objectives of the category delivering additional outcomes from those stated in the Classification Specification and mutually agreed upon goals. This rating must be supported by a statement of facts within the “comments, examples, and/or suggestions” section.

EVALUATION CATEGORIES

<u>ACCOMPLISHMENTS</u>			
(Accomplishments related to goals set in the prior year or other accomplished achieved during the year.)			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Quality of accomplishments</i>			
<i>Quantity of accomplishments</i>			
<i>Timeliness of accomplishments</i>			
Comments, Examples, and/or Suggestions:			

<u>JOB KNOWLEDGE</u>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Depth of knowledge</i>			
<i>Breadth of knowledge</i>			
<i>Application of knowledge</i>			
<i>Acquisition of knowledge</i>			
Comments, Examples, and/or Suggestions:			

<u>PROBLEM SOLVING AND DECISIVENESS</u>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Ability to identify the nature and causes of problems</i>			
<i>Solves problems using data, facts, observation, analysis, and evaluation</i>			
<i>Considers alternative courses of action</i>			
<i>Ability to handle multiple problems at the same time</i>			
<i>Takes prompt and decisive action</i>			
<i>Accepts responsibility for decisions</i>			
Comments, Examples, and/or Suggestions:			

<u>COLLABORATION AND ADAPATABILITY TO CHANGE</u>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Interacts in a collegial and collaborative manner with superiors, peers, and other organizational units</i>			
<i>Willing to assist and/or guide others</i>			
<i>Open to feedback</i>			
<i>Adapts to new situations and changing priorities</i>			
<i>Demonstrates flexibility</i>			
<i>Demonstrates resourcefulness</i>			
Comments, Examples, and/or Suggestions:			

<u>COMMUNICATION SKILLS</u>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Organizes information</i>			
<i>Presents information orally and in writing effectively</i>			
<i>Demonstrates the ability to facilitate groups of faculty, staff and others</i>			
<i>Adjusts communication to the level of the audience</i>			
Comments, Examples, and/or Suggestions:			

MANAGERIAL QUALITIES, RELIABILITY, AND EFFECTIVENESS

	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Establishes performance standards for the work unit</i>			
<i>Trains, develops, advises, and guides subordinates</i>			
<i>Objectively evaluates the performance of subordinates in accordance with established timelines</i>			
<i>Obtains support and respect of others</i>			
<i>Ability to work under stressful conditions</i>			
<i>Follows through on tasks</i>			
<i>Contributes ideas for creative improvements in operations, methods, and procedures</i>			
<i>Monitors outcomes assessment processes for programmatic improvement</i>			
Comments, Examples, and/or Suggestions:			

PLANNING, LEADERSHIP, AND INITIATIVE

	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>
<i>Establishes definitive short and long-term goals and objectives</i>			
<i>Develops plans to achieve desired, timely results</i>			
<i>Takes initiative in accomplishing goals</i>			
<i>Meets stated goals</i>			
<i>Maintains budgets and provides forecasts</i>			
<i>Stays ahead of day-to-day responsibilities</i>			
<i>Organizes, directs, and coordinates work activities for the attainment of goals and objectives</i>			
Comments, Examples, and/or Suggestions:			

OVERALL EVALUATION

- Exceeds Expectations***
 Meets Expectations
 Needs to Improve
 Unsatisfactory

An overall “Needs to Improve” evaluation will initiate the Supervisor’s duty to provide the Unit member with a *Remediation Plan* (Article 8, H.) that shall include specific examples of expected performance, suggestions about how to improve and the method that will be used to assess improvement within an agreed upon time frame for each item addressed in the plan.

GOALS AND OBJECTIVES IN SUPPORT OF COLLEGE MISSION
NEXT EVALUATION PERIOD BEGINS _____ ENDS _____

INSTRUCTIONS:

The development of performance goals and objectives is a collaborative process between the employee and his/her supervisor to arrive at a mutual understanding of expectations and accomplishments for the next evaluation period. When preparing goals and objectives statements be certain that they are measurable and verifiable, that they are directly related to the administrator's Classification Specification, that they are realistic and obtainable, that they are consistent with policy and practice, and that accountability is clearly established.

State goals and objectives to be accomplished during the next evaluation period. Goals should relate to College mission, the employee's Classification Specification and their professional growth.

- 1.
- 2.
3. ETC.

This evaluation has been reviewed by me and discussed with my supervisor. These goals and objectives for the next evaluation period have been reviewed by me and discussed with my supervisor.

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

Employee Signature: _____ **Title:** _____ **Date:** _____

Immediate Supervisor: _____ **Title:** _____ **Date:** _____

Next Level Authority: _____ **Title:** _____ **Date:** _____

College President (if applicable): _____ **Date:** _____

INSTRUCTIONS FOLLOWING THE EVALUATION

A copy of this evaluation will be uploaded into the appropriate Human Resources Information System by the appropriate supervisor or designee.

APPENDIX C, MASTER BENEFITS AGREEMENT

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 Counties School Employees Union, SEIU Local 99,
the Los Angeles/Orange Counties Building and Construction Trades Council,
The Los Angeles Community College District Administrators' Unit Represented
by California Teamsters Public, Professional & Medical Employees Union Local 911
and the Supervisory Employees Union, SEIU Local 721**

Regarding

Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and
the District's Employee Assistance
Program/Wellness Services

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 Counties Building and Construction Trades Council; The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911, and the Supervisory Employees Union, SEIU Local 721 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/wellness services, 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 Employees¹ 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 (JLMBC) and approved by the District's Board of Trustees (the "Board") under which eligible District employees (and their eligible dependents) receive hospital, medical, dental, and vision care coverage.

Effective beginning the 2010 plan year, as a result of JLMBC recommendation and bargaining among the parties, the hospital and medical coverage shall be administered by the California Public Employees' Retirement System (CalPERS) Health Care Program in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA). 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. "Limited term" academic appointments must have a duration of at least a semester
- 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 Programs include an eligible employee:

- a. Spouse.** Marriage certificate and social security number of spouse must be on file
- b. Qualified domestic partner as specified in Appendix I.**
- c. Children (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 unmarried.** Coverage will terminate at the end of the month in which dependent turns age 26.
- d. Economically Dependent Children.** Children up to age 26 (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, who are economically dependent (as being claimed as dependents on the employee's federal income tax returns) upon the subscriber (eligible employee or retiree). The subscriber must have been granted legal or joint legal custody of the child; or the child resides with the subscriber (generally in the absence of natural or adoptive parents).

¹ For this section 'Active Employees' does not include less than half time (0.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.

- e. Disabled Children Over Age 26.** Children (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, without regard to age, who are physically

or mentally incapacitated (and therefore incapable of self-support), and who are being claimed as dependents on the employee's federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.

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, Section 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. The employee's hire date will establish an event date by which the employee will need to enroll all eligible family members into an eligible health plan within 60 (sixty) days. (Enrollment in the Premium Only Plan described in Section II takes place during the designated time periods.)

If the District receives the employee's enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month. If the District receives the employee's enrollment forms after the 60 (sixty) day eligibility timeframe, this will be considered a Late Enrollment. Under this situation, the employee will either have to wait a 90-day period or until the next CalPERS Open Enrollment period. The earliest effective date of enrollment will be the first of the month following the 90-day waiting period or the January 1 following the Open Enrollment period.

- b. **Re-enrollment Following a Break in Coverage.** Following a break in coverage an eligible employee may re-enroll in hospital, medical, dental, and vision care plans. The employee can re-enroll at any time where the break in coverage was due to an error by the District or if there is a qualifying life event. If the District receives the employee's re-enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month.
- c. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall announce the dates of such open enrollment period, and shall publish and web-post open enrollment materials fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he/she

shall continue to be covered under his or her existing plan until January 1 of the following year when the new plan can become effective.

- 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:
- i.** 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 CalPERS, via 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 sixty (60) days after the employee established his or her new permanent residence.
 - ii.** 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 CalPERS, via the District, temporarily change his or her enrollment to a plan that provides service in the area in which he/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.
 - iii.** 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 CalPERS, via the District. To be timely, the application for a change in enrollment must be received by the District within sixty (60) days after the employee's enrollment was terminated. Qualified, covered individuals will not have their health plans terminated due to claims or increased utilization.
 - iv.** 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 CalPERS, via the District. To be timely, the application for a permissible "qualified life event" change must be received by CalPERS via the District within thirty-one days of the qualifying event. Refer to CalPERS' "Health Enrollment Reason Codes" for specific qualifying events and effective dates for coverage.
 - v.** Contact the District Benefits Office for this information.
- e. Mandatory Re-enrollment During Open Enrollment.** Under normal circumstances CalPERS does not require mandatory re-enrollment each year in its health plans. They will notify current participating active employees of their options to change health plans or add/remove dependents during open enrollment. If the employee does not elect any changes, his or her hospital/medical coverage will continue with the same plan and dependents (pending eligibility). If the

employee does not elect any changes to the dental, vision and life insurance benefits during open enrollment, coverage will continue with the same plans and dependents

5. District Contribution Towards Premiums.

Eligible employees shall be entitled to a contribution from the District towards the premium costs of the plan in which they and their dependents are enrolled. Depending on the selected plan in which the employee and their dependents are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the employee and their dependents may select. Employees will be entitled to the benefit 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/she would have earned had he/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; or
- 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/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/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 thus are not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled can continue to receive benefits under the Health Benefits Program by establishing a direct payment between the employee and the health plan provider for the period of the leave.

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/she paid for the months during which he/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 (a furlough is a temporary lay-off for a specified period with a definite return date) 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.

When an employee is laid off (a layoff is a separation from regular service for lack of work or lack of funds, or because of a reduction in force) CalPERS’ business rules stipulate termination of coverage for layoff beginning the next month after separation date. Employees who have been laid-off shall, upon applying and qualifying for COBRA (see section I.A.9 below), continue to be entitled to the District’s contribution towards the COBRA premium costs of their plans, according to the following table:

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

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status.

8. Conditions of and Limitations on Eligibility and Coverage

- a. Dual Coverage.** Employees and their dependents may not be enrolled in more than one CalPERS 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.
- b. Split Enrollment.** 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.
- c.** 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/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to

COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA.)

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. 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.

12. Pre-funding Retiree Health Benefits Costs. The District has established and will maintain a Trust with (CalPERS) to prefund retiree health benefit costs for all eligible full-time employees. The Trust is funded with annual contributions to the trust of 1.92% of the total full-time salary expenditures in the District. Additionally, the District will direct an amount equivalent to all of the Federal Medicare Part D subsidy returned to the District each year into the trust fund. Funding from both of these sources commenced with fiscal year 2006-07. An annual Trust status report will be made to the JLMBC and to the District Budget Committee at their first meetings of the fiscal year. Annual funding of the Trust from both these sources shall continue until/unless then parties agree otherwise due to changes in the healthcare landscape which make prefunding no longer necessary. Should that prove to be the case the 1.92% of the total full-time salary expenditures will be placed on the salary schedules of all full-time employees, effective the end of the payroll month that the decision is made to no longer fund the trust.

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/ Wellness Services. The District shall make available to all active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement) employee assistance and wellness services. The services shall help employees deal with problems that might adversely impact their work performance, health, and well-being and shall include assessment, short-term counseling, informational resources and referral services. Such services hold the same level of privacy/confidentiality as other medical services. Modification to the employee assistance and wellness services may be recommended by the Joint Labor Management Benefits Committee to the Board.

- 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.
- E. Health Reimbursement Arrangements (HRAs).** The District shall continue its HRAs under IRC Section 105 for eligible, benefited active employees and early retirees (under age 65). The District's contributions will be for plan year 2021, \$1500, for plan year 2022, \$1500, and for plan year 2023, \$1500. The District and Joint Labor Caucus agree that the HRA will be subject to negotiations in subsequent contracts. The process for selecting a TPA for these HRAs 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 a TPA based on the recommendation of the task group.
- F. IRC 125 and 129 Plans (Flexible Spending Accounts).** The District shall continue its voluntary Flexible Spending Account (FSA) plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129. The process for selecting a TPA for FSAs 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 a TPA based on the recommendation of the task group.
- G. Ordering Rules for HRAs and Medical FSAs.** In compliance with internal Revenue Code Sections 125 and 129 employees shall be informed at the time of enrollment *amounts available under an HRA must be exhausted before reimbursements may be made from the medical FSA.*

II. Health Benefits Program for Part-time Temporary Adjunct Faculty² and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty member's 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/she will have access via the District's Contribution and Premium Only Plan (see Section II. A. 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 the CalPERS hospital/medical group coverage, except the District life insurance plan, under this section if he/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 (including, by virtue of his or her participation in the POP, in subsection 'e' below, he/she is deemed to effectively be in a position lasting greater than six months as required by CalPERS' resolutions,

- AND-

he/she is a member of the CALSTRS DB or CB retirement plans or the CalPERS retirement plan or the PARS, but not Social Security). Dependent Eligibility is the same as indicated in Section I A 2.

² 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 0.50 (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.

Specific Eligibility Requirements for the POP

- a. Be assigned to a 0.33 (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.
- c. Have completed at least a 0.2 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. 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 amounts 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 plans.
- e. **District Contribution.** If criteria a-d above is met, the District will contribute as follows:

Medical. For plan years 2021, 2022 and 2023, the District's monthly contribution will be a dollar amount equal to 50% of the mathematical average of the single-party monthly premium of the five most utilized medical plans for the Los Angeles area offered by CalPERS excluding PERSCare PPO, plus \$100 dollars per month in plan year 2021, \$110 dollars per month in plan year 2022, and \$120 dollars per month in plan year 2023. Beginning in plan year 2020, the District's monthly contribution in the new plan years 2021, 2022 and 2023 shall not exceed 110% of the prior year, excluding the specified "plus" dollar amounts from above. The District's contribution may be used toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's individual, two-party or family medical premium only.

Vision. In addition to being eligible for the above medical benefits, a temporary adjunct faculty member who satisfies the criteria in II.A.1.a-d and, further, who is assigned to a 0.5 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. The District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years, 2021, 2022, and 2023, the District's contribution will be equal to the VSP single-party premium for the respective plan year, but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct as condition of receiving the District's contribution towards the vision benefit.

Dental. In addition to being eligible for the above medical and vision benefits, a part-time temporary faculty member or temporary adjunct faculty member who satisfies the criteria in II.A.1. a-d and, further, who is assigned to a 0.50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards dental benefits.

The District will pay 50% of the full amounts of the dental single-party premium, for each eligible temporary adjunct faculty member. For plan years 2021, 2022, and 2023, the District's contribution will be 50% of the full amounts of the dental single-party premium for the respective plan year but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct faculty member as a condition of receiving the District's contribution towards the dental benefit.

- f. 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.
- g. 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 unless a qualifying event occurs which falls under the conditions set by the IRC 125 plan year rules. (See Plan Description Los Angeles Community College District Temporary Faculty Member Premium-Only Plan, Article II, section 4.3 and section II A.2 d below.) The District will conduct limited "open enrollment" periods in August and in January for adjuncts who become eligible for the POP.
- h.** For plan years 2021, 2022, and 2023, when an adjunct faculty member gains eligibility and buys in to a POP plan, that years' medical premium district payment will be maintained for the remainder of that plan year regardless of any subsequent loss of eligibility. In the event that the adjunct faculty member has an insufficient salary warrant to cover the employee portion of the premium costs the employee shall pay the District the remaining premium amount including a 2% administrative fee to continue to participate in the POP plan. Failure by the faculty member to pay any of the monthly premiums will result in loss of eligibility and coverage.
- i.** If any provision herein regarding the POP conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.

2. Premiums

- a. To receive medical or vision 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 (if any) as defined in section II.A.1.e of this article.
- b. To participate in the District's dental plans, the eligible part-time temporary faculty member or temporary adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The participant agrees that premiums will be deducted, pre- tax, from his or her monthly salary warrants as described in Section II.A.1.e above, or post-tax and considered as taxable income as described in Section II.A.1.h 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.
- d. The District will conduct limited "open enrollment" periods in August and in January for part-time temporary faculty member or temporary adjuncts.

3. Extension of Coverage. Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination (non-retirement) of employment with the District, shall be in accordance with applicable state and/or federal law. 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/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA.

4. Colleges will make every effort to report information regarding adjunct faculty assignments to the District's Benefits Section by the deadline for enrollment. If an eligible adjunct is denied coverage in error, the District will cover its portion of the premium costs retroactive to the date of the adjunct's eligibility up to the start of the plan year.

a. Health Benefits for Part-time Temporary Faculty Retirees & Temporary Adjunct Faculty Retirees under CalPERS Health Care Plans.

AB 528 Health Plans: Rights of retired certificated employees to enroll in health and dental plans offered to active certificated employees; Education Code Section: 7000 – 7008. The following guidelines sets-forth the requirements of eligibility, enrollment, and limitations of the District "AB 528" health plans.

b. Eligible part-time temporary faculty retirees & temporary adjunct retirees and their eligible dependents and survivors, not otherwise eligible for District-paid retiree health benefit coverage, shall have the right to participate in the CalPERS Health Care Program available to them as active part-time employees, subject to the terms and conditions of this Agreement and CalPERS resolutions. 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 CalPERS Health Care Program, as well as the plans available under the Program remain subject to alteration by action of CalPERS, the or the JLMBC any future agreement between the District and its Exclusive Representatives.

1. Eligibility Certificated retirees of the Los Angeles Community College District who have retired from any public employee retirement system may be covered.

a. Retirees and their spouse, or the surviving spouse of a retiree, shall be eligible for participation. Children are not eligible for coverage. A new spouse, upon remarriage of a surviving spouse, is not eligible for this benefit.

b. Retirees are eligible for participation in health and dental plans offered by the District.

c. Retirees must enroll within 30 days of retirement from the District. Retirees who fail to enroll in the AB 528 plan upon retirement shall not be eligible to enroll at a later date, except as follows: Should a retiree have health coverage elsewhere, and subsequently lose that coverage, he/she may enroll in the AB 528 plan with 31 days of losing said coverage. The retiree must provide documentation to substantiate loss of coverage.

2. Guidelines

a. Upon retirement and notification of discontinuance of benefits, retiree may contact the Health Benefits Unit (HBU) and completes appropriate enrollment documents for health care, no later than 30 days after retirement.

b. Retiree shall remit premium payments to the Accounting Department at least one month in advance. Payments shall be made monthly. Failure to pay premium by the due date shall result in immediate cancellation on the last day of the month for which coverage has been paid.

c. Each year there shall be held an open enrollment period during which the retiree and/or surviving spouse may change health plans. Retirees shall be notified by mail of the open enrollment period and new plan rates by the HBU.

d. Coverage will continue indefinitely as long as full premiums are paid.

3. Limitations

- a. Retirees may select medical, vision, and dental coverage, or they may select medical coverage only. A retiree may not select dental vision coverage only.
 - b. A retiree will not be allowed to reenroll in the AB 528 plan once coverage has been terminated. If a retiree has other coverage upon retirement and later loses that coverage, then he/she may enroll in AB 528 within 30 days of losing said other coverage.
 - c. Children of a retiree are not eligible for coverage in the AB 528 plan. A new spouse, upon remarriage of a surviving spouse, is not eligible for coverage in the AB 528 plan.
4. A part-time faculty retiree who continues to be employed in active service for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as he/she continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d and is not eligible for District coverage under a different status. An eligible part-time faculty retiree is one who has retired from District service under the rules of the California State Teachers Retirement System (CalSTRS) DB or CB plans, the California Public Employees Retirement System (CalPERS), or the Public Agency Retirement System (PARS) and who is receiving a retirement allowance from that system and who will have rendered “paid service” to the District in a “qualifying position” for thirty five years or more immediately preceding retirement. For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under this Section (II). A year of “paid service” is attained by having had any faculty assignment in the District for two (primary fall and spring) semesters.
 5. A part-time faculty who retires from LACCD and is not yet eligible for Medicare and is 60 years of age or older and continues to be employed for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as the faculty member continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d. Once the faculty member becomes eligible for Medicare Part B they will no longer be eligible for the POP as outlined I.A.a-e but they must enroll in Medicare Part B as their primary plan. The retiree will be reimbursed once per year for the same contributions made by the District for active part-time employees as outlined in II.A.e.

III. Health Benefits for Retirees (retiring from a “qualifying position” §), 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 (CalPERS Health Care Program), as well as the plans

available under the Program, remain subject to alteration by action of CalPERS, the Joint Labor/Management Benefits Committee or any future agreement between the District and 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 California Public Employees Retirement System (CalPERS) or the California State Teachers Retirement System (CalSTRS), 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.

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 (See section III F for district contribution toward premiums.)

An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under CalPERS or CalSTRS is no later than 120 days after his or her resignation from District employment. Retirees do not have to be enrolled in health benefits at the time of their retirement; they just need to have been eligible as indicated above.

Employees who have been assigned in a specially funded program (SFP) shall vest in the retiree benefits provided they meet the eligibility requirements in III.B.1. or 2 above.

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. § **See section III B.**

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. A spouse married anytime less one year before retirement only qualifies as a survivor to continue to receive health benefits if the retiree left a survivor’s allowance under CalPERS or CalSTRS at the time of retirement.

- b. qualified domestic partner as specified in Appendix I, on the date of retirement from District service;
- c. child (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 (coverage will terminate at the end of the month in which dependent turns age 26); or
- d. a child up to age 26 (not otherwise eligible under subsection 1.c, above) who is *economically dependent upon* the retiree (as being claimed as dependents on the retiree's federal income tax returns) and for whom the retiree must have been granted legal or joint legal custody, or, in the absence of natural or adoptive parents, the child resides with the retiree; or
- e. a *disabled* child (not otherwise eligible under subsection 1.c or 1.d, above) without regard to age, who is physically or mentally incapacitated (and therefore incapable of self-support), and who is being claimed as a dependent on the retiree's federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.

—and—

- 2. A dependent may not be enrolled in any plans other than those under which the retiree is covered.

D. Limitations on Survivor Eligibility. A survivor's eligibility to continue his or her participation in the Health Benefits Program depends on whether he/she is an annuitant under the employee's retirement system. The eligibility of a surviving child receiving a survivor's benefit continues until the end of the month in which he/she turns age 26.

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/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 CalPERS Health Care Program shall establish and announce the dates of such open enrollment period. If an eligible retiree requests a change of plan, he/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 CalPERS via 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 CalPERS via 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 CalPERS via 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, a retiree or survivor (and his or her eligible dependents) may, if he/she remains eligible, re-enroll in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility to CalPERS so that it can process the retiree’s or survivor’s re-enrollment forms as if they were initial enrollment forms—i.e. if CalPERS, via the District, receives the re-enrollment forms at any time during 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.

F. District Contribution Towards Premiums.

Eligible retirees and his or her eligible dependents and survivors enrolled shall be entitled to a contribution from the District towards the premium costs of the plans in which they and their dependents and survivors are enrolled. Depending on the selected plans in which the retiree and their dependents and survivors are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the retiree and their dependents and survivors may select. The retiree will be entitled to the benefit if:

- 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 subject to any plan limitations as set forth in LACCD/CalPERS resolutions as follows.
- 2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will contribute towards the retiree’s premiums in a “qualifying position as follows:

% of District Contribution Toward Premium	Years of Service Rendered
50%	At least ten years but fewer than fifteen years.
75%	At least fifteen years but fewer than twenty years.
100%	At least twenty 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. **Dual Coverage.** Retirees, their dependents, and survivors may not be enrolled in more than one CalPERS 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.
3. **Split Enrollment.** 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.
4. 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 aged 65 and older must (unless exempted from this requirement under Board Rule 101701.16C) apply for and obtain coverage under Part A (Hospital benefits) – either paid or premium free – and Part B (medical benefits) of Medicare.

The district shall pay the Part A Medicare premium, if required and the Part B Medicare premiums. 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. The retiree shall submit evidence of medicare premium payments annually and will be reimbursed once per year for the costs.

5. 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 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 retiree, or death of a dependent.
6. 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 CalSTRS or CalPERS 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 as follows:

District: one voting and one non-voting District Member appointed by the Chancellor (If one member is absent, the member present shall be the voting member);

Employees: six Employee Members, one appointed by each of the exclusive representatives (If the one member from any unit is absent, a substitute member from the unit who is present shall be the voting member);

Committee Chair: an additional voting faculty 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. The chair shall work jointly with the management member or designee to develop the monthly JLMBC agenda. The agenda will be posted and made available to JLMBC members at least three days prior to each JLMBC meeting. The District shall grant the chair of the committee at least 0.2 FTE reassigned time to perform the duties of that assignment. The faculty chair may make an annual request to the District for an additional 0.2 FTE reassigned time to complete specified projects recommended by the JLMBC.

Additional Members. 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.

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 recommend substitution of other plans for the District's existing health benefits plans, including reviewing and providing input on the management of the District's participation in the CalPERS Health Care Plans);
2. recommend the selection, replacement, and evaluation of benefits consultants when deemed necessary;
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 as necessary, beyond those provided by CalPERS;
6. study recurring enrollee concerns and complaints and make recommendations for their resolution;

- 7. anticipate in an annual review of the District’s employee health benefits program, to include the CalPERS hospital/medical program, the dental and vision benefits, and EAP, wellness, HRA and FSA benefits;
 - 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 four 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. 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 the committee’s 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.

VI. Term of Agreement

This agreement shall cover the period of July 1, 2020 through June 30, 2023.

Tentative Agreement Reached: 6-10-2020

For District:

Albert Román:

For Labor Caucus:

William Elarton-Selig: _____

APPENDIX D, DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE AND AFFIDAVIT AND DECLARATION

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, and his/her domestic partner, must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration, along with proof of the following documentation to the Health Benefits Section, Human Resources Division:
 - a. Sharing a common residence, which may include proof by copies of driver's licenses or passports showing the same address;
 - b. Joint responsibility for each other's basic living expenses incurred during the domestic partnership 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), which may include proof by any one of the following:
 - i. Common ownership of a motor vehicle;
 - ii. joint bank account;
 - iii. joint credit card;
 - iv. joint wills;
 - v. joint utility bills;
 - vi. durable power of attorney for health care;
 - vii. joint safety deposit box.
 - c. Are both at least 18 years of age, which may include proof by any one of the following:
 - i. Driver's licenses or passports showing the date of birth;
OR
 - ii. Birth certificates;
 - d. Are both members of the same sex or one/or both is/are over the age of 62 and meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals, which may include proof by any one of the following:
 - i. Driver's licenses or passports showing the date of birth;
OR
 - ii. Birth certificates;

All domestic partnerships currently registered with the District and meeting the eligibility requirements in effect under the 2002-2005 Agreement will be grandfathered in under those requirements.

2. 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.
3. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of Appendix C IA, 2 or IIC, 1 and 2, and one of the following is true:
 - a. the 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.*

4. Application for Coverage:

- a. Employees who meet the requirements 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.

5. 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 Benefits Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Benefits Section for adjustment in coverage.

- 6. 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.

LOS ANGELES COMMUNITY COLLEGE DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____ declare that _____
(print) name and SSN (print) name of domestic partner and SSN

and I are domestic partners, and we declare that we meet the following criteria of Domestic Partnership:

1. We share the same regular and permanent residence, and have been living as a couple in the same household for at least 12 months; and
2. We have a close personal relationship in lieu of a lawful marriage; and
3. We have agreed to be jointly responsible for basic living expenses, as defined below , incurred during the partnership; and
4. We are not married to anyone; and
5. We are both eighteen (18) years of age or older; and
6. We are not related by blood as close as would bar marriage; and
7. We are mentally competent to consent to a contract; and
8. We are each other's sole domestic partner and are responsible for each other's common welfare; and
9. We acknowledge joint ownership of acquisitions since the start of the partnership, to an extent equal to that pertaining to community property in the case of marriage. We are aware that we have been advised to consult an attorney regarding the possibility that the filing of this Affidavit may have other legal and/or financial consequences, including the fact that it may, in the event of termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.
10. We declare that any dependent child of the domestic partner, to be eligible for coverage, is not otherwise eligible for health benefits.

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

- “Basic living expense” means the cost of basic food, shelter, medical care, clothing, and any other expenses of the common household. The partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them.

- It is understood that:
 1. This declaration shall be terminated upon the death of the domestic partner of the employee or by a change of the circumstances attested to in this Affidavit.
 2. We agree to notify the Health Benefits Section of the LACCD if the domestic partnership no longer meets all of the criteria attested to in this declaration within thirty-one (31) calendar days of the change by filing a Declaration of Termination of Domestic Partnership.
 3. Following filing of a Declaration of Termination of Domestic Partnership, I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period for filing a second Affidavit of Domestic Partnership with respect to a partner as to whom I previously filed both an Affidavit of Domestic Partnership and a Declaration of Termination of Domestic Partnership.

Acknowledgements:

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

Employee/Retiree Signature	Date
----------------------------	------

Address	City	State	Zip code
---------	------	-------	----------

Domestic Partner Signature	Date
----------------------------	------

Domestic Partner Address	City	State	Zip code
--------------------------	------	-------	----------

(Seal)

Signature Notary Public

Commission Expire

LOS ANGELES COMMUNITY COLLEGE DISTRICT DECLARATION OF
TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, declare, under penalty of perjury,
(print) name of employee/social security number

that the Affidavit of Domestic Partnership attested to and signed by me on _____
date of declaration

is terminated as specified below: _____

Name of Domestic Partner: _____

Termination of the Affidavit of Domestic Partnership is due to: ____

() change of circumstances attested to in the Affidavit of Domestic Partnership

() termination of domestic partnership on: _____
date

() death of domestic partner on: _____
date

() marriage to domestic partner on: _____
date

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

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

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

Signed: _____

Witness: _____

Print: _____

Print: _____

Date: _____

Date: _____

APPENDIX E, EMPLOYEE GRIEVANCE FORM



EMPLOYEE GRIEVANCE FORM
LACCD Administrators' Association/Teamsters Local 911 Los Angeles Community College District

Instructions: The Grievant shall complete Sections 1 - 8 of this form and deliver it to the Respondent (the party whom you are grieving). *Refer to Article 18, Grievance Procedure.*

1. Grievant (Full Name): _____ Location: _____
2. Grievant's Job Title: _____
3. Name of Grievant's Supervisor: _____
4. Supervisor's Job Title: _____
5. Name(s) of Grievant's Representative(s) (if any): _____

GRIEVANCE

6. Clearly and concisely state your grievance, indicating the alleged misinterpretation, misapplication, or violation of a specific item of the Agreement or District rule or regulation. *(Attach additional sheets if necessary).*
7. Clearly and concisely state your remedy. *(Attach additional sheets if necessary).*
8. Signature of Grievant: _____ Date: _____
9. Grievance Step Level #: _____ Resolved: **Yes/No** Date: _____
10. Next action, if any:

APPENDIX F, GLOSSARY OF TERMS

1. **Release Time for Union Activities.** Any union-related meeting (on campus and/or off-campus), teleconferencing, e-conferencing or for any other reasonable activity associated with official Union business.
2. **Due Process.** In accord with California and Federal law, Unit members shall be afforded due process (notice and opportunity to be heard) surrounding all claims, disputes, or grievances arising out of this agreement.
3. **Workplace Environment.** The District shall provide conditions for a safe, healthful and sanitary work environment. Unit Member's work environs should be maintained with routine scheduled maintenance and cleaning, including such cosmetic maintenance as painting and flooring.
4. **Primary Area of Responsibility.** The areas of the college for which the Unit member is held accountable for the performance, supervision, reporting, accuracy or overall function. These include but are not limited to: Admissions and Records, Supervision of an Academic Department(s) or Athletic Program; Curriculum; Catalog; Scheduling; Research and Planning; Program Review; Noncredit and Not-for-Credit offerings; Financial Aid, EOPS/CARE, CalWorks; International Student Services; Matriculation; Workforce Development; Specially Funded Grants and Programs; Outreach; Distance Education; Student Services; and Disabled Students Programs and Services.
5. **Anniversary Date for Vacation Accrual Purposes.** The anniversary date for purposes of determining vacation accrual shall be based on the date of hire in the district in a permanent position (academic or classified). See Article 12, Vacation.

APPENDIX G, EDUCATION CODE SECTIONS

Education Code Sections 72411 and 87458 are subject to change, check the current Education Code for latest version.

72411

(a) Every educational administrator shall be employed, and all other administrators maybe employed, by the governing board of the district by an appointment or contract of up to four years in duration. The governing board of a community college district, with the consent of the administrator concerned, may at any time terminate, effective on the next succeeding first day of July, the term of employment of, and any contract of employment with, the administrator of the district, and reemploy the administrator, on any terms and conditions as may be mutually agreed upon by the board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

(b) If the governing board of a district determines that an administrator is not to be reemployed by appointment or contract in his or her administrative position upon the expiration of his or her appointment or contract, the administrator shall be given written notice of this determination by the governing board. For an administrator employed by appointment or contract, the term of which is longer than one year, the notice shall be given at least six months in advance of the expiration of the appointment or contract unless the contract or appointment provides otherwise. For every other administrator, notice that the administrator may not be reemployed by appointment or contract in his or her administrative position for the following college year shall be given on or before March 15.

(c) If the governing board fails to reemploy an administrator by appointment or contract in his or her administrative position and the written notice provided for in this section has not been given, the administrator shall, unless the existing appointment or contract provides otherwise, be deemed to be reemployed for a term of the same duration as the one completed with all other terms and conditions remaining unchanged.

(d) Subdivisions (b) and (c) do not apply to any administrator who holds a position that is funded for less than a college year, is assigned to an acting position whose continuing right to hold the position depends on being selected for the position on a regular basis, is terminated pursuant to Section 87743, 88017, or 88127, or is dismissed for cause.

87458

A person employed in an administrative position that is not part of the classified service, who has not previously acquired tenured status as a faculty member in the same district and who is not under contract in a program or project to perform services conducted under contract with public or private agencies, or in other categorically funded projects of indeterminate duration, shall have the right to become a first-year probationary faculty member once his or her administrative assignment expires or is terminated if all of the following apply:

(a) 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. The process shall further require that the governing board provide the academic senate with an opportunity to present its views to the governing board before the board makes a determination and that the written record of the decision, including the views of the academic senate, shall be available for review pursuant to Section 87358.

(b) Until a joint agreement is reached pursuant to subdivision (a), the district process in existence on January 1, 1989, shall remain in effect.

(c) The administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member, in the district.

(d) The termination of the administrative assignment is for any reason other than dismissal for cause.

This section shall apply to every educational administrator whose first day of paid service in the district as a faculty member or an administrator is on or after July 1, 1990

**APPENDIX H, AGREEMENT BETWEEN THE LACCD, THE FACULTY GUILD, AND
THE TEAMSTERS UNIT**

**Agreement
Between
The Los Angeles Community College District and
the Los Angeles College Faculty Guild, AFT Local 1521 and the
Public, Professional and Medical Employees Union
of the California Teamsters, Local 911**

The Los Angeles Community College District (“the District”), the Los Angeles College Faculty Guild, AFT Local 1521 (“the Faculty”), and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911 (“Teamsters”) (collectively “the parties”) agree to the following framework for resolution of disputes regarding whether the work of a particular position belongs in the Faculty or Teamster bargaining unit.

1. This framework will only be triggered prospectively in the following instances:
 - a. A vacant Assistant Dean, Associate Dean, Dean, Assistant Director or Associate Director position exists and it is proposed to be filled, meaning that the college has developed a job announcement and job description, and has completed an *intent to fill* form and is ready to send these documents to District Divisions of Human Resources; or
 - b. A vacant Instructor Special Assignment (ISA) or Consulting Instructor (CI) position exists and it is proposed to be filled, meaning that the college has developed a job announcement and job description, and has completed an *intent to fill* form and is ready to send these documents to the District Division of Human Resources; or
 - c. When either the Faculty or the Teamsters reasonably believe that the work being performed by an employee is primarily outside the scope of the work performed by that bargaining unit and is rather within the scope of their respective bargaining unit. The position in contention must have been created after June 30, 2004.
2. The District acknowledges it has an obligation to and will provide the Faculty and the Teamsters on a regular basis with all job announcements, job descriptions, and *intent to fill* forms which involve positions in either bargaining unit.
3. The job description referred to in Paragraphs 1 and 2 above shall include the following:
 - a. Description of overall duties and responsibilities of the position, including level of supervisory responsibility;
 - b. Description of amount of time spent on academic and professional matters in carrying out the duties of the position;

- c. Estimate of amount and type of direct contact with students in the learning process;
 - d. Statement about the level of responsibility for curriculum and/or instruction; and
 - e. Rationale for the position to be designated as non-teaching faculty or academic supervisor.
4. If a party disagrees with the proposed bargaining unit assignment, that party shall notify the other parties within five business days from receipt of the job description.
 5. The parties will thereafter meet within ten business days from written notice of such disagreement and will discuss and analyze this disagreement by reference to the following criteria:

A faculty member is primarily involved with the teaching and learning process that directly serves students.

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.

6. If the parties are able to resolve the disagreement at this meeting, a joint recommendation will be made to the Chancellor. If the parties are unable to reach agreement, each party shall forward their recommendation to the Chancellor. Any recommendation to the Chancellor must be forwarded within ten business days of the meeting.
7. The Chancellor will render his/her determination and notify the parties within five business days of receiving the recommendation(s).
8. If either party is dissatisfied with the determination of the Chancellor, the disagreement will be referred to a mutually selected arbitrator for an expedited arbitration. The parties agree to select an arbitrator and hearing date within thirty (30) calendar days of the date of the Chancellor's determination. The hearing need not be conducted within thirty (30) calendar days.
9. The arbitrator's decision shall not be binding but rather shall be advisory to the District's Board of Trustees, who shall take action upon the advisory decision within forty-five (45) calendar days from receipt of the decision.
10. The Teamsters agree to withdraw with prejudice, PERB Case No. LA-CE-4692-E immediately upon execution of this Agreement.
11. The parties agree that disputes over classified positions are not a part of this Agreement. The parties also recognize the rights of the Faculty and the Teamsters to challenge decisions of the District's Personnel Commission
12. The parties agree that this Memorandum of Understanding does not abridge the District's right to "select, direct and control the District's business operations and working force" and to "determine staffing levels and job duties."

13. All time limits in this Agreement are mandatory and may only be waived by mutual written agreement of the parties.

This Agreement will become effective on the date executed by the parties.

Date: **September 8, 2004**

For the District:

Signature on File

Peter Landsberger, Chancellor, Los Angeles Community College District

For the Faculty:

Signature on File

Carl Friedlander, President, Los Angeles College Faculty Guild, Local 1521

For the Teamsters:

Signature on File

Charlie Bossler, President, Administrators Association, affiliated with Public, Professional and Medical Employees Union, Teamsters Local 911

DISTINGUISHING CHARACTERISTICS
SUPERVISORY POSITIONS
 Academic, Classified, and Faculty ISA/CI positions

Characteristic	ISA or CI	ACADEMIC SUPERVISOR	PROFESSIONAL EXPERT	CLASSIFIED SUPERVISOR
SUPERVISION- GENERAL LEVEL OF RESPONSIBILITY	May supervise some people, generally in limited areas (e.g. department chair). May select and evaluate faculty Nature of the duties requires relating to faculty as peers.	Supervision is a basic element, usually in multiple areas. May select and evaluate faculty Nature of the duties requires hierarchical relationship with faculty.	Not supervisory: -assistance from supervisors or managers needed to manage program area. Does not select or evaluate faculty.	Responsible for supervising other than academic employees Does not select or evaluate faculty. Relationship with staff and Management.
DIRECT SERVICE TO STUDENTS (SUCH AS TEACHING AND COUNSELING)	Significant regular contact with students is indicative of faculty status. Activities related to learning are generally the focus of the work	Service to students is generally provided by a subordinate professional employee.	Project dependent as component of larger program	Interact with students to carry out college functions, i.e. Business Office.
ACADEMIC AND PROFESSIONAL MATTERS WITHIN THE DOMAIN OF THE ACADEMIC SENATE *(SEE LIST BELOW)	Responsibilities that relate directly to matters within the purview of the academic senate imply faculty status.	Responsibilities that relate to implementation or that are limited to guiding and assisting faculty in carrying out academic and professional matters implies administrator status.	Often apply since curriculum development and other programmatic concerns are often part of the project or program.	Responsibilities generally not in areas that include academic and professional matters, which signify academic positions.
MINIMUM QUALIFICATIONS REQUIRED	State Minimum Qualifications required for selection and appointment to the position.	State Minimum Qualifications required for selection and appointment to the position.	Nature of work determines MQ's	Classification determines MQ's for the position.
DURATION OF ASSIGNMENT: ONGOING OR LIMITED	Often limited (e.g. Accreditation Chair, chair of special initiative)	Generally ongoing	Project oriented-limited to set timeframe	Generally ongoing
STATUS OF VACANCY: NEW OR REPLACEMENT	Selection from faculty as need arises	Open recruitment and selection, starts with published job description	Various methods	Selection from certified lists, which result from request to fill

DISTINGUISHING CHARACTERISTICS
SUPERVISORY POSITIONS
Academic, Classified, and Faculty ISA/CI positions

***ACADEMIC AND PROFESSIONAL MATTERS** means the following policy development and implementation matters:

1. Curriculum, including establishing prerequisites and placing courses within disciplines;
2. Degree and certificate requirements;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. District and college governance structures, as related to faculty roles;
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports;
8. Policies for faculty professional development activities;
9. Processes for program review;
10. Processes for institutional planning and budget development; and
11. Other academic and professional matters as mutually agreed upon between the Board and the academic senate.

