AGREEMENT

Between The

LOS ANGELES COMMUNITY COLLEGE DISTRICT

And The

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

July 1, 2011 – June 30, 2014
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 1 RECOGNITION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 2 AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3 NON-DISCRIMINATION AND COMMITMENT TO DIVERSITY</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4 MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 5 RENEGOTIATION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6 SEVERABILITY</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7 WAIVER</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 8 COUNCIL RIGHTS</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 9 ORGANIZATIONAL SECURITY</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 10 HOURS AND OVERTIME</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 11 HOLIDAYS</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 12 VACATION</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 13 LEAVES AND ABSENCES</td>
<td>16</td>
</tr>
<tr>
<td>A. GENERAL PROVISIONS</td>
<td>16</td>
</tr>
<tr>
<td>B. Bereavement Leave</td>
<td>19</td>
</tr>
<tr>
<td>C. Casual Absences</td>
<td>20</td>
</tr>
<tr>
<td>D. Child Care Leave</td>
<td>20</td>
</tr>
<tr>
<td>E. Court Subpoena Absence</td>
<td>20</td>
</tr>
<tr>
<td>F. Illness Leave</td>
<td>21</td>
</tr>
<tr>
<td>G. Industrial Accident Leave</td>
<td>24</td>
</tr>
<tr>
<td>H. Jury Duty Leave</td>
<td>28</td>
</tr>
<tr>
<td>I. Maternity Leave</td>
<td>29</td>
</tr>
<tr>
<td>J. Military Leave</td>
<td>30</td>
</tr>
<tr>
<td>K. Peace Corps, Red Cross, or Merchant Marine Leave</td>
<td>33</td>
</tr>
<tr>
<td>L. Personal Business Leave</td>
<td>33</td>
</tr>
<tr>
<td>M. Personal Necessity Leave</td>
<td>33</td>
</tr>
<tr>
<td>N. Retraining and Study Leave of Absence</td>
<td>35</td>
</tr>
<tr>
<td>O. Work-Related Absences</td>
<td>39</td>
</tr>
<tr>
<td>P. Assault and Battery Leave</td>
<td>39</td>
</tr>
<tr>
<td>Q. Family and Medical Leave (Mandatory)</td>
<td>39</td>
</tr>
<tr>
<td>ARTICLE 14 TRANSFERS</td>
<td>41</td>
</tr>
<tr>
<td>ARTICLE 15 PERFORMANCE EVALUATION PROCEDURES</td>
<td>42</td>
</tr>
</tbody>
</table>
ARTICLE 16 HEALTH AND WELFARE ................................................................. 44
ARTICLE 17 WAGES AND SALARIES .......................................................... 61
ARTICLE 18 GRIEVANCE PROCEDURE ....................................................... 66
ARTICLE 19 CONSULTATION FOR JOB SPECIFICATIONS ......................... 70
ARTICLE 20 TUITION REIMBURSEMENT ................................................. 71
ARTICLE 21 SAFETY .................................................................................. 71
ARTICLE 22 PERSONNEL FILES .............................................................. 72
ARTICLE 23 TOOLS ................................................................................... 73
ARTICLE 24 LAYOFF AND FURLough ....................................................... 73
ARTICLE 25 UNIT WORK ......................................................................... 74
ARTICLE 26 WORK ENVIRONMENT .......................................................... 75
EXECUTION OF AGREEMENT .................................................................. 81

APPENDICES

APPENDIX A CRAFTS UNIT ................................................................. 82
APPENDIX B PERFORMANCE EVALUATION FORM ............................... 83
APPENDIX C SUMMARY OF DUE PROCESS ............................................ 85
APPENDIX D SALARY RATES AS OF JULY 2011 ................................ 86
APPENDIX E DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE .... 87
APPENDIX F GRIEVANCE FORM ............................................................. 90
MEMORANDUM OF UNDERSTANDING ................................................. 91

FORMATION OF A JOINT LABOR/MANAGEMENT TASK FORCE TO DISCUSS APPRENTICESHIP PROGRAMS FOR BUILDING AND CONSTRUCTION TRADES EMPLOYEES OF THE LACCD
PREAMBLE

The Los Angeles Community College District Board of Trustees, together with its administrative staff and representatives (hereafter referred to as the “District”) and the Los Angeles /Orange Counties Building & Construction Trades Council, AFL-CIO, together with its officers and representatives (hereafter referred to as the “Council”), hereby enter into this Agreement in a spirit of mutual commitment to enhance welfare, excellence, and prestige of the Los Angeles Community College District and join in dedication to the students and community we are pledged to serve.

ARTICLE 1 RECOGNITION

The District recognizes that the Council was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular full-time and part-time classified employees of the District who are assigned to classifications in Unit III, Crafts, as enumerated and listed in Appendix A. Appendix A titles may be modified in accordance with rules and regulations of PERB. Any such approved modification automatically becomes a part of this Agreement.

ARTICLE 2 AGREEMENT

A. The Articles and Provisions contained herein constitute a bilateral and binding agreement by and between the District and the Council.

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

C. The provisions of this Agreement shall be effective on the date it is approved and executed by the parties except as specifically provided otherwise in this Agreement and shall continue in full force and effect until June 30, 2014.

ARTICLE 3 NONDISCRIMINATION AND COMMITMENT TO DIVERSITY

A. Nondiscrimination

The District and the Council agree not to discriminate against any employee covered by this Agreement because of his/her political activities, political beliefs, District approved union activities, or union membership and because of race, color, creed, national origin, religion,
marital status, veterans status, or sexual orientation, and to the extent prohibited by law no employee shall be discriminated against because of age, sex, or physical handicap.

B. Diversity Policy

1. The District and the Council shall strive to maintain a Crafts Unit workforce that is diverse and reflective of the populations served by the District.

2. Any and all appeals concerning or relating to this Article shall only be filed with the District’s Office of Diversity Programs and Services, in accordance with the appeal procedure found in the District’s Diversity Program, and shall not be subject to the grievance and arbitration provisions of Article 18.

ARTICLE 4 MANAGEMENT RIGHTS

A. It is understood and agreed that the Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority of management as indicated in California Government Code Sections 3540-3549.3. Subject to the terms and conditions of this Agreement, the management, direction, supervision, and control of the Los Angeles Community College District operations, working force and facilities are exclusively vested in the Board of Trustees. Without limiting the generality of the foregoing, the Council recognizes that, subject to the express provisions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, assign, suspend, transfer, lay off, discipline or discharge employees; to determine the means and methods by which work is to be performed; to determine job classifications and standards of performance; to introduce or discontinue any program or facilities, including the right to contract out work performed by employees covered by this Agreement in accordance with applicable law; and the right to require employees to observe Board Rules and Regulations not inconsistent with this Agreement, are all vested exclusively in the Board of Trustees of the Los Angeles Community College District.

B. It is further understood and agreed that all rights heretofore exercised by, or inherent in the Board of Trustees, not expressly contracted away by the terms of this Agreement, are retained solely by the Board of Trustees; and that should the Board of Trustees (employer) fail to exercise any of said rights or exercise them in a particular manner, it shall not be deemed to have waived such rights or be precluded thereafter from exercising them in some way or manner.

C. The Board of Trustees may legally delegate or assign any District rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.
ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other, not before six (6) months prior to the expiration date of the Agreement, a written request to commence negotiations as well as an initial written proposal for such successor Agreement. Upon receipt of such written notice and proposal(s), negotiations shall commence not later than fifteen (15) working days after all conditions of Government Code Section 3547 are met. The District shall implement the request for renegotiations in accordance with its Collective Bargaining Initial Proposal Procedure.

ARTICLE 6 SEVERABILITY

A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement. This Article shall not be subject to the grievance provisions of Article 18.

ARTICLE 7 WAIVER

A. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

B. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except those matters defined by law to be within the scope of bargaining.
ARTICLE 8 COUNCIL RIGHTS

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

B. The Council shall be entitled to a representative at all public Board of Trustees meeting and shall be allowed to speak on any agenda item in accordance with existing Board Rules.

C. The District shall furnish to the Council, upon written request, all available information that is available to the public concerning items affecting the Unit subject to a reasonable charge.

D. A reasonable number of shop stewards not to exceed one (1) shop steward per shift per location shall be designated by the Council in writing; such list shall be provided to Employer/Employee Relations on or before July 1 of each year. Additions to or deletions from the list shall be reported in writing to Employer/Employee Relations as they occur. Said shop steward shall be granted reasonable released time for the purpose of representing employees in grievance resolutions, and to attend committees appointed to by the Council.

E. In order to facilitate the implementation of this Article, the District agrees to provide the Council with a listing of Crafts Unit employees’ names, addresses, telephone numbers, and classification titles at least once each month. Such names and addresses received by the Council through this provision shall only be used for the implementation of this Article and for no other purpose.

F. The Council shall be allowed one (1) representative on each campus shared governance committee that deals with issues directly and specifically relevant to the Crafts Unit, one (1) representative on the District Budget Committee (DBC) and one (1) representative on the Joint Labor Management Benefits Committee. Crafts Unit committee members shall be appointed by the Crafts Unit.

G. Subsequent to mutual consent on the format, copies of this Agreement shall be printed at shared expense and a copy distributed to each Unit member now employed. The District shall distribute a copy to all new employees.

H. Stewards shall be permitted mobility to other campuses for purpose of representing a steward on another campus who has requested such representation.
I. At the close of each pay period, the District shall provide the Council with a list of all newly employed and newly terminated Unit members. Addresses, telephone numbers and location shall be provided in electronic form to the Council by the District as soon as possible.

ARTICLE 9 ORGANIZATIONAL SECURITY

A. The District shall deduct and make appropriate remittance to the Council all dues and/or service fees as regulated by the dues structure of the Council, within thirty (30) days of the deduction, in accordance with the following:

1. The District shall deduct union dues for those unit members who have the appropriate union dues deduction card on file with the Disbursements Branch of the Business Services Division.

2. The District shall deduct agency fee amounts, by classification, designated by the Council, for all members of the Unit who do not have an appropriate dues deduction authorization on file with the Disbursement Branch of the Business Services Division.

3. Unit members who object, on religious grounds, to paying union dues or agency fees shall apply to the Council for exemption to Section A.1. or A.2. above. If the exemption is agreed upon by the Council, the District shall deduct the equivalent of union dues and pay that sum to one of the non-profit charitable organizations approved by the District for payroll deductions.

4. Management and confidential employees with additional assignments covered by this Agreement shall not be required to pay union dues or agency fees.

5. The District shall not be liable to the Council by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The Council agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article, or, in reliance of any list, notice certification or authorization furnished under this Article. The Council, in addition, agrees it should refund to the District any sums paid to it in error.

B. The District shall withhold agency shop fees for those employees identified in accordance with Section A.2.above effective the first pay period beginning their seventh month of employment with the District.
ARTICLE 10 HOURS AND OVERTIME

A. Workweek and Workday

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

2. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours, or preclude the District from establishing a ten (10) hour per day, forty (40) hour per week schedule for any or all employees in accordance with Education Code section 88031. If a ten (10) hour per day, forty (40) hour per week schedule is established for employees, the overtime rule, Article 10, Section B., shall be applicable in excess of ten (10) hours in one day rather than eight (8) hours as indicated. Employees assigned to work a four (4) hour, forty (40) hour per week schedule shall revert to a five (5) hour, forty (40) hour per week schedule during any week in which a holiday occurs. The District and the Council may consult on additional alternative means of scheduling employees’ workweeks who are assigned to four/fifty (4/40) work schedules or nine/eighty (9/80) work schedules.

3. Employees’ daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District. An employee’s shift may not be changed permanently unless he/she is given twenty (20) working days written notice. A permanent shift change is defined as any shift change which will last in excess of twenty (20) working days. Employees’ regular work schedules must include at least two (2) consecutive days off. An employee who is assigned on a temporary shift shall receive the highest of either his regular shift differential or the temporary shift differential.

4. Nothing contained in this Article shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

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

B. Overtime

1. Overtime shall be compensated as either cash payment or compensatory time off, at a rate equal to time and one-half (1 ½) the regular rate of pay of the employee who worked overtime. If compensatory time off is granted in lieu of cash payment, such compensatory time off shall be taken by the employee before the end of the fiscal year in which the overtime was worked. The compensatory time off shall be taken at a time convenient to
2. Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1 ½) times the regular rate of pay, or compensatory time off, for work authorized and performed in excess of eight (8) hours in one day and in excess of forty (40) hours in any workweek.

3. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

4. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for work authorized and required on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

5. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.

6. To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed.

7. Assignments to the following classes by reason of their variable daily hours are excluded from the time and one-half provisions of this Article, for hours worked in excess of eight (8) hours a day, but are not excluded from overtime compensation for hours worked in excess of forty (40) hours per week: Performing Arts Technician, Costume Maker.

8. The District and the Council will comply, as appropriate, with the Fair Labor Standards Act.
C. Call Back

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

2. In the event an employee is assigned to perform work outside his or her regular hours of employment, on an emergency or non-scheduled basis as distinguished from a scheduled overtime basis, the performance of which involves the operation of his automobile from his or her home, he or she shall be entitled to receive reimbursement for total mileage traveled in connection with such assignment.

D. Lunch Breaks and Rest Periods

1. Lunch Breaks

   All employees covered by the Agreement who work four (4) hours a day or more shall be provided an uninterrupted daily unpaid thirty (30) minute lunch break to be scheduled at approximately the halfway point on their work schedule. The unpaid lunch break may be extended for a period of not longer than one (1) hour as determined by the District. Unless the employee is relieved of all duty during the specified lunch break, such break shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty.

2. Rest Periods

   All employees who work six (6) hours or more but less than seven (7) hours a day, shall be granted a fifteen (15) minute rest period. All employees who work seven (7) hours or more a day shall be granted two (2) daily fifteen (15) minute rest periods. Such rest periods shall be taken in accordance with a posted schedule but not during the first or last hour of the assignment. The rest periods shall not be used to lengthen the lunch breaks or to shorten the workday.
ARTICLE 11 HOLIDAYS

A. An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Trustees, the Governor of California, or the President of the United States which come within the employee’s assignment period, subject to the conditions listed in 11.A.1. through 11.A.3.

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>January 15</td>
<td>Martin Luther King’s Day</td>
</tr>
<tr>
<td></td>
<td>Lincoln Day*</td>
</tr>
<tr>
<td>Third Monday in February</td>
<td>Washington Day</td>
</tr>
<tr>
<td>March 31</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence Day</td>
</tr>
<tr>
<td>First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>September 9</td>
<td>Admission Day*</td>
</tr>
<tr>
<td>November 11</td>
<td>Veterans Day*</td>
</tr>
<tr>
<td>That Thursday in November</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Proclaimed by the President</td>
<td></td>
</tr>
<tr>
<td>Day following Thanksgiving</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>December 24</td>
<td>Christmas Eve Day</td>
</tr>
<tr>
<td>December 25</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>December 31</td>
<td>New Year’s Eve Day</td>
</tr>
</tbody>
</table>

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

*Admission Day shall be observed on the Tuesday after Labor Day or another date so specifically declared by the Board of Trustees.

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

1. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article 13.J. shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to a holiday in place of a holiday observed on the employee’s regularly scheduled day off.

3. An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holiday of December 24 and December 31 shall receive pay for the four (4) holidays (Christmas Eve Day, Christmas Day, New Years Eve Day and New Years Day).

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

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

D. The afternoon of the Friday of Spring break, as determined by the academic calendar, shall be considered a holiday with the following provisions:

1. Four (4) hours of holiday time shall be granted to all full-time employees of the Crafts Unit. Employees assigned less than full-time shall be granted holiday hours on a pro rata basis in the proportion that their assignment bears to a full-time assignment.

2. Employees whose regularly scheduled day off is Friday shall receive the number of hours to which they are eligible on the preceding Thursday.

3. Employees whose regular work schedule is less than five (5) days per week and forty (40) reported hours per week shall be entitled to holiday pay if the employee was in paid status a portion of the working day immediately preceding or succeeding the holiday.

4. Full-time employees who are on vacation, or who have reported in as being ill on that Friday (or the day on which the substitute holiday is taken), shall receive four (4) hours of vacation credit for that day; employees assigned for less than full-time who are on vacation or are ill on that day shall receive a proportional number of hours, in accordance with D.1.above.

5. Employees who are required to work on the Friday of Spring break afternoon shall receive four (4) hours (or a proportional number of hours for employees assigned less than full-time) as a floating holiday, to be taken at the convenience of the employee with the concurrence of the supervisor, prior to the close of the academic year in which it was granted.
ARTICLE 12 VACATION

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

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

B. For purposes of this Article, a year is defined as the twelve-month period of time between the start and end of each fiscal year (July 1 to June 30).

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

D. Credits for years of service shall be applied, and vacation accrual rates shall be changed as required by this Article, effective on the first day of the employee’s anniversary date of each year when it becomes feasible to implement.

E. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to one hundred thirty (130) days of paid service in regular assignments. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of one hundred thirty (130) days of paid service.

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

G. No vacation or part thereof shall be taken at a lesser rate than one (1) hour at a time.
H. Vacation shall be taken at a time convenient to the employee provided that it is scheduled in advance, and, as determined by his/her supervisor, it would not unduly interfere with the operation of the unit or be contrary to established vacation policies or procedures of the unit. However, nothing in this Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in Section 12.I and 12.J.

I. Employees who, on July 25, 1981, had four hundred (400) hours or less of unused vacation credit accumulated, and all employees hired thereafter, shall be permitted to accumulate vacation credit up to four hundred (400) hours.

Employees who, on July 25, 1981, had more than four hundred (400) hours of unused vacation credit shall be allowed to retain that individual number of hours as a maximum accumulation limit. Crafts Unit employees shall not earn any additional vacation in any pay period in which a Crafts Unit employee's vacation balance equals or exceeds four hundred (400) hours, or the individual maximum accumulation amount for those who had vacation balances in excess of four hundred (400) hours as of July 25, 1981.

J. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be at the employee’s current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless he/she has served for the equivalent of more than ninety (90) consecutive working days, or receives specific approval from the appropriate administrator.

Vacation earned for perfect attendance shall continue to accrue regardless of an employee’s vacation balance; however such accrual shall count toward the 400-hour limit.

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

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

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

N. A regular employee who serves in his/her regular assignment and also in a summer substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if he/she has served one hundred sixty (160) hours in his/her regular assignment.
O. A permanent employee may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave in order to begin illness leave provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity:

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

2. The probable duration of the requested leave.

P. The responsible administrator shall take such steps, as he/she deems necessary, to satisfy him/her that the paid illness leave was in accordance with Section F. of Article 13.

Q. A permanent classified employee may be, upon approval of the appropriate administrative authority, permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Section B. of Article 13. Bereavement Leave shall not be extended by use of Personal Necessity Leave.

ARTICLE 13 LEAVES AND ABSENCES

A. General Provisions

1. Leave and Absence Defined

   a. Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service, unless the employee’s service would otherwise have been terminated. Leaves are either “permissive” or “mandatory”. As to permissive leaves, the term “may” is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending days of the leave. As to mandatory leaves, the term “shall” is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.

   b. In this Article, "working days" are considered as beginning on the first day for which leave is claimed at the time the employee usually reports for work through the last day for which leave is claimed until the time the employee usually leaves the job.

   c. All leaves which are charged against accrued illness leave shall be charged on an hour-for-hour basis.
2. **Rights Upon Return**

An employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee’s former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class.

3. **Restrictions**

An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section I., Maternity Leave, of this Article. A continuous period of absence or leave shall not exceed one year without a return to active duty, except as provided in Section D., Child Care Leave, Section F., Illness Leave, Section G., Industrial Accident Leave, and Section J., Military Leave, of this Article.

4. **Applications**

Applications for permissive leaves of absence must be submitted on or before the dates established by this Article or if not, at least ten (10) working days prior to commencement of the leave. Exceptions may be made at the sole discretion of the District. Applications for leaves of absence for a period of more than twenty (20) consecutive working days shall be made on a prescribed District form and shall indicate the beginning and ending dates of the requested leave and the reasons for the request.

5. **Notification Requirements**

   a. Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification shall not be later than the first half (1/2) hour of the first day of absence except in unusual circumstances. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written request covering the period of absence to the appropriate supervisor no later than the third (3rd) day of absence.

   b. All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid.
c. The District will endeavor to notify unit members once each pay period of their current and accrued leaves totals, including vacation, illness leave and compensatory time.

6. Cancellation or Early Return from Leave

A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless an employee other than a substitute has been assigned. Exceptions may be made at the sole discretion of the District.

7. Expiration of Leave

Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for twenty (20) days but less than ninety (90) days, the employee should make every effort to notify the Personnel Office of his/her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

8. Revoking Leaves

A leave of absence may be revoked by the District when the good of the service may require it or when evidence shows that the absent employee is engaged in activities for which leave would not have been granted in the original instance.

9. Health Examinations

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

b. An employee shall be required to report for health examination to the District’s designated employee health service provider, when in the judgment of his/her supervisor, the apparent health condition of the employee warrants it. If the report of the physician shows that an employee in service or returning to service is not medically qualified to perform his/her duties, the employee may be required to take sufficient leave to rehabilitate himself/herself. Written notice of non-approval and the reason therefore shall be provided to the employee together with information
10. Perfect Attendance

1. For each pay period an employee has perfect attendance (no tardiness and no absence for any reason other than holidays and vacations scheduled in accordance with this Agreement), his/her vacation balance shall be credited with three-tenths (0.30) days of vacation, to an annual maximum of four (4) additional days.

2. Other allowable absences include compensatory time off, holidays as specified in Article 11, jury duty as specified in Article 13H, “M-time” (miscellaneous time off) and unpaid days off as required to satisfy the requirements of the D- or G-basis.

B. Bereavement Leave

1. Bereavement Leave shall be granted to any employee in the classified service not to exceed three (3) working days, or five (5) working days if more than 250 miles of travel, one-way, is required, on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or the employee’s spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any other relative living in the immediate household of the employee.

2. Bereavement Leave not exceeding three (3) working days may be granted in case of death of:
   a. Persons other than those named in Paragraph 13.B.1. above who are closely related by blood or marriage.
   b. A close friend for whose funeral arrangements an employee has responsibility.
   c. A fiancée, lifelong friend, roommate, or friend living in the same domicile.

3. Bereavement Leave allowed under the provisions of this Paragraph requires approval by the appropriate administrator, who shall determine the amount of leave of absence with pay to be granted.

4. Bereavement Leave must commence and end within ten (10) calendar days after the demise or after the date the employee is notified of the date of the funeral.

5. A permanent employee may interrupt or terminate a vacation period in order to take Bereavement Leave.

6. The employee shall, to the extent practicable, give his immediate supervisor prior notice of his intent to take Bereavement Leave. In all cases in which the granting of
7. The employee shall, upon request, furnish evidence acceptable to his/her immediate supervisor that leave taken in accordance with provisions of this rule was in connection with bereavement. The supervisor may take steps necessary to verify the validity of the evidence.

C. Casual Absences

1. College Presidents or Division Heads or their designated representatives may grant to employees permission to be absent without loss of salary for parts of a day not exceeding one-half (1/2) when good reason for such absence exists provided that this power shall not be construed to mean a right to reduce the established number of working hours per month of the employee; and provided further that in no case shall the work of the department be materially retarded by the granting of such absence.

2. Subject to the conditions of the above Paragraph, College Presidents or Division Heads or their designated representatives may grant employees permission to be absent without loss of salary for not more than one (1) full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided that the verification of such examination is submitted to the Human Resources Division on a designated form provided by that Division.

3. None of the privileges referred to above shall apply to absence in excess of two (2) hours for which salary benefits are provided in other leaves.

D. Child Care Leave

1. An unpaid leave may be granted to a permanent employee to care for such employee’s own (including adopted) child provided that no such leave or extension thereof shall be approved for a period beyond the third (3rd) birthday of the child, and provided further, that such leaves or extensions thereof shall be for the purpose of care of own child. Applications for Child Care Leave must be submitted to the worksite Personnel Office at least ten (10) working days prior to commencement of such leave.

2. If an employee is eligible, the medical benefits described in Section Q, Family and Medical Leave, shall be applied concurrently.

3. In cases of emergency the ten (10) day notice requirement may be waived.

E. Court Subpoena Absence

1. If a regular employee, other than a litigant in the case, is necessarily absent because of his/her appearance before a grand jury; or, in a criminal case, before a court within the State; or, in a civil case, before a court within the county in which the employee resides,
2. A regular employee receiving a subpoena shall notify his/her immediate supervisor as soon as possible after the receipt of said subpoena. Subject to the possibility of making reasonable travel arrangements, the employee shall make himself/herself available to the District for work during the balance of his/her normal working day or week when his/her presence is not required in court, or before a grand jury. If the employee’s regular assignment is to other than the day shift, the employee may be reassigned to the day shift. If he/she is assigned to the day shift, the employee shall be available for work when not required to be in court.

3. Salary for time spent in answering a federal subpoena outside the State of California is subject to the approval of the Board of Trustees.

F. Illness Leave

1. Illness is defined as any pronounced deviation from a normal healthy state which makes it disadvantageous to the District and/or detrimental to the employee for him/her to be at work. This definition shall include emergency medical, dental, optical, and prosthetic work.

2. A new employee must render service before being entitled to illness leave.

3. An employee who is absent from duty on account of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions:
   a. Each employee who receives an initial regular appointment will be credited as of the date of his/her appointment with twelve (12) working days of full-time illness leave and eighty-eight (88) days of half (½) pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and ninety (90) days of half-pay illness leave for all employees assigned to other than a twelve (12) month position.
      (1) An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) days of full-pay illness leave until the first day of the pay period after completion of one hundred thirty (130) days of paid service in regular assignments. Half (½) pay illness leave shall not be paid during this time.
      (2) Thereafter, he/she will be credited annually with twelve (12) working days of full-pay illness leave and up to eighty-eight (88) working days of half (½) pay illness leave if he/she is assigned to a twelve (12) month position, or ten (10) working days of full-pay illness leave and up to ninety (90) working days of half (½) pay
(3) There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.

b. No half (½) pay illness leave shall be allowed until after all full-pay illness leave is exhausted.

c. The number of working days of half (½) pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and one hundred (100) days, provided that the accumulated working days of full-pay illness leave are less than one hundred (100) days.

d. A day of paid illness leave for an employee assigned to a position for less than eight (8) hours a day or forty (40) hours a week shall consist of the number of hours in his/her basic daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits.

e. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.

f. Employees who are absent because of illness or injury resulting from industrial accidents or industrial illness qualifying under provisions of Workers’ Compensation shall be allowed illness leave as provided in Section G., Industrial Accident Leave. Employees who have not completed their initial probationary period and are absent because of industrial accident shall receive whatever paid illness benefits as may be provided by other sections of this Article, within the limitations set forth in Section G., Industrial Accident Leave.

g. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.

h. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is assigned during the summer as a relief, substitute, or provisional employee, the employee shall be allowed to take illness leave with pay during such summer assignment(s) in accordance with the limitations set forth in the previous paragraphs of this Section.

Nothing in this paragraph shall be interpreted to permit such employees to receive illness leave in excess of the limit established in the preceding paragraphs of this Section.

4. An employee who is absent on account of illness or injury shall sign, on the prescribed form, a statement that such absence was due to illness or injury. Compensation for illness
a. If the employee is absent because of illness or injury for more than five (5) consecutive days, the employee must submit a certificate from a licensed physician or other recognized practitioner certifying such absence to have been on account of illness or injury. Nothing in this paragraph shall be construed to limit management from requiring such certification for less than five (5) days, when it appears to management that the employee is attempting to abuse the illness leave privilege.

b. In any case, when an employee is incapacitated and unable to sign the prescribed form, the Human Resources Division may approve an illness leave without the employee’s signature.

5. In order to receive compensation while absent on illness leave, the employee must notify his/her immediate supervisor of his/her absence within the first half-hour (½) of each day’s absence, if possible. Further, he/she must submit the appropriate illness leave form(s) and physician’s certification, if required, upon return to service.

When an employee intends to be or is absent because of illness or injury for more than twenty (20) consecutive days, a formal Leave of Absence, subject to the approval of the Human Resources Division, is required. Application for such leave of absence shall be sent by an employee’s college or division to an employee who has been absent because of illness or injury for ten (10) consecutive days. Salary payments shall be withheld from an employee who has been absent because of illness or injury for more than twenty (20) consecutive days, if formal leave of absence has not been approved by the Human Resources Division.

6. If an employee has been absent on illness leave, he/she shall notify his/her supervisor at least one (1) day in advance of his/her expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day. An employee returning to duty shall also be subject to the provisions of Section A.9. Health Examinations.

7. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.

8. An employee shall not be allowed to undertake any gainful employment during any part of a day that the employee has claimed absence due to illness or injury. This restriction shall apply to all hours of a twenty-four (24) hour day, irrespective of the employee’s assigned working hours. The employee shall certify on the Certification of Illness or Injury that he/she was not gainfully employed during the period of illness or injury absence.
9. Fractions of hours shall not be reported for the purpose of this Article.

10. When a permanent employee has exhausted his/her full-pay illness credit, he/she shall, at his/her request, be allowed vacation pay in lieu of half (½) pay illness. In order to effect such a change, the employee shall notify his/her time-reporting office of the dates to be paid as vacation. The beginning date shall not be earlier than the date on which the request is made, and the number of days to be paid as vacation shall not exceed the employee’s vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for illness leave.

11. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves in a year, upon the recommendation of the Human Resources Division and the employee’s division head or college president, be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six (6) month periods. The total of all paid and unpaid leave allowed starting with the initial six (6) month leave period should not exceed eighteen (18) months.

   a. Unless notified to the contrary within thirty (30) days, the employee may properly assume the leave has been granted.

   b. Denial of the requested leave for medical reasons may be a basis for appeal for an Administrative Review by the Office of Employer Employee Relations.

12. Upon return to service from such leave, an employee shall be restored to a position in his/her former class and, if possible, to his/her former position in the class. If no vacancy exists in his/her former class, he/she shall have the right to return to a regular position in the class provided that he/she does not have the least seniority in that class. If an employee’s former class has ceased to exist, the employee may be reassigned or shall be placed on the reemployment lists for the classes in which he/she had attained regular status.

13. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

G. Industrial Accident Leave

1. General Provisions - Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of this Section.
2. **Paid Industrial Accident Leave**

   a. A regular employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers’ Compensation law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker’s compensation provided that:

      (1) He/she has permanent status; or

      (2) He/she is a probationary classified employee who has at least one hundred thirty (130) days of paid service; or

      (3) The Chancellor or his/her designated representative has determined that the illness or injury was directly related to the performance of his/her duties and caused by assault and/or battery.

   b. Paid industrial accident leave shall be granted, as indicated in the employee’s assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. A paid industrial accident leave granted under:

      (1) Paragraphs G.2.a (1). and G.2.a (2) shall be for not more than sixty (60) working days in any one (1) fiscal year.

      (2) Paragraph G.2.a (3), above, shall be for not more than one (1) calendar year.

      (3) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the year, in which the injury or illness occurred, for the same injury or illness.

      (4) Allowable leave shall not be accumulative from year to year.

   c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under workers’ compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

3. **Illness Leave for Industrial Accident Purposes**

   a. If the District’s Employee Health Services determines that an employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on illness leave, provided he/she is eligible.
b. Accumulated illness leave will be reduced only in the amount necessary to provide a full day’s wages or salary, as indicated in the employee’s assignment when added to compensation without penalties from the workers’ compensation fund. Accumulated half (½) pay illness leave shall be reduced by no more than eight (8) hours for any one (1) day, or no more than the employee’s basic daily assignment.

4. Vacation Pay for Industrial Accident Purposes. After all illness leave pay has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee’s regular salary when receiving a temporary disability allowance without penalties from the workers’ compensation fund.

5. Industrial Accident Leave Without Pay. After the expiration of all accumulated paid leave privileges, the District’s Employee Health Services may approve an employee being placed on an industrial accident leave without pay. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.

6. Return to Service

a. From Paid and/or Unpaid Leave

(1) Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee’s former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

(2) An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

b. From a Reemployment List

An employee on a reemployment list shall have the same rights and benefits as an employee laid off because of lack of work or lack of funds. The reemployment rights of an employee with limited term status only shall be limited to the same status the employee had earned previous to the industrial accident or industrial illness.

7. Reemployment List

a. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, an employee shall be terminated and his/her
b. An employee who fails to accept an appropriate assignment after being medically approved by the District’s Employee Health Services shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee’s former class at the time of layoff, in his/her former status and time basis, and in assignment areas in which the employee has made him/herself available.

c. In cases where there is disagreement between the District’s Employee Health Services and the employee’s attending physician concerning the employee’s ability to return or not to return to work when the decision affects the retention or removal of the employee’s name from the reemployment list, the employee may request an Administrative Review which shall include a third medical opinion.

8. **Compensation**

a. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee’s salary paid by the Los Angeles Community College District shall not, when added to the normal temporary disability allowance award without penalties granted the employee under workers’ compensation, exceed the employee’s regular salary. A permanent employee’s regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each pay period in which the employee was in paid status during the preceding twelve (12) pay periods. An employee who receives a salary differential, other than a shift differential, shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one (1) accident or illness.

b. During all paid leaves resulting from an industrial accident or industrial illness, the District shall issue to the employee appropriate warrants for payment of wages, loss benefits, salary, and/or leave benefits and shall deduct normal retirement and authorized contributions.

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

9. **Out of State Travel.** An employee receiving benefits under the provisions of this rule shall obtain prior approval of the Board of Trustees for any travel outside the State of California.
H. Jury Duty Leave

1. Responsibility of the District

Employees shall be granted a jury leave of absence, the paid portion of the leave not to exceed two (2) weeks during any two (2) consecutive fiscal years, when necessarily absent from work because of an order for jury duty. Jury leave of absence shall be granted by the employee’s division head, college president, or their designated representative, unless the employee works under the direct supervision of the Chancellor, in which case the Chancellor shall grant the jury leave.

The Chancellor or the appropriate College President shall have the authority to approve payment for State or Federal jury service beyond the two (2) weeks provided herein.

2. Responsibility of the Employee

An employee receiving an order for jury duty shall:

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

b. Attempt to arrange to be absent at a time within the limits of the court order convenient to the Chancellor, division head, college president, or their designated representative, provided such absence does not conflict with the employee’s scheduled and approved vacation period.

c. Fill out the forms related to jury leave of absence prescribed by the District.

d. Present a certification from the clerk of the court or other authorized officer indicating attendance and/or service rendered during each day of absence from work while on jury leave of absence.

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

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

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

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

f. Subject to the possibility of making reasonable travel arrangements, make himself/herself available to the District for work during the balance of his/her normal working day or week when his/her presence is not required in court or elsewhere for jury duty. If the employee’s regular assignment is to other than the day shift, the
3. **Pay Provisions**

   a. Except as provided below, the number of hours, the time of day, or the days of the week during which an employee is required to be absent for jury duty shall not be the basis for any overtime or shift differential payment of the District. In addition, pay under this rule is limited to those days and hours for which the employee would otherwise have received pay for his/her assignment if not excused for jury duty. When an employee makes himself/herself available to the District for work as set forth in Paragraph H.2.f. above, and is required to work more than eight (8) hours in one (1) day or forty (40) hours in one (1) week, including the hours or days for which he/she was absent from work or jury leave of absence, he/she shall be paid for overtime if eligible under other sections of this Agreement.

   b. No employee regularly assigned to a position entitled to a shift differential, shall lose such differential for the time spent on jury duty leave.

I. **Maternity Leave**

1. An unpaid maternity leave shall be granted to pregnant permanent employees. The duration of such leave may be, subject to approval of the Human Resources Division, upon review and recommendation of the District’s Employee Health Services and the employee’s attending physician. If an employee is eligible, the medical benefits described in Section Q, Family and Medical Leave, shall be applied concurrently.

2. For the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section F. of this Article.

3. Application for maternity leave for a period of more than twenty (20) consecutive working days shall be made on a prescribed form to be used by the Human Resources Division and shall indicate the beginning and ending days of the requested leave.

4. Employees returning from a leave of absence may be required to report to the District’s Employee Health Services for a health examination.

5. Employees on maternity leave may, upon their request, be returned to work prior to the expiration date of the leave granted but, in any case, shall be assigned to a position not later than the date following the leave granted, in accordance with Paragraph I.3.

6. On return to service within ninety (90) working days, requests shall be granted to return to the same position to which assigned at the time the leave was granted. If the employee’s former position has been filled on a regular basis, the employee returning
7. Time spent on maternity leave shall not be considered a break in continuous service. This time shall be counted toward seniority for the purpose of:

   a. Establishing retention lists in the event of a layoff;
   
   b. Computing seniority credit for promotional examination.

8. Maternity leave of absence without pay may be granted at the discretion of the division head or college president to classified employees during their initial probationary period.

J. Military Leave

1. An appropriate military leave shall be granted to an employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this Article. As used in this Article, “Military Leave” means either a Temporary Military Leave or a Military Leave Other Than Temporary or both.

   a. **Temporary Military Leave**

   An employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or of the Naval Militia shall be granted a Temporary Military Leave while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

   b. **Military Leave Other Than Temporary**

   A Military Leave Other Than Temporary shall be granted to an employee who is ordered into active military duty as a member of a reserve component of the Armed Forces of the United States; is ordered into active Federal military duty as a member of the National Guard or Naval Militia; or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States.

2. **Vacation and Illness Privileges**

   a. **Vacation Privileges**

   Except as herein provided, no vacation privileges shall accrue during military leave. However, vacation privileges already earned but not taken may be granted either prior
to or after return from military leave in accordance with the vacation policy in effect at the time the vacation leave is taken. Vacation privileges, as defined in Article 12 of this Agreement, shall accrue to an employee while on temporary military leave.

b. **Illness Privileges**

Illness privileges shall accrue to an employee while on military leave but no illness leave shall be allowed during military leave.

3. **Return to Position**

An employee absent from the service of the District because of a military leave shall continue to accrue seniority credit during such absence. An employee returning from military leave shall, upon application made within one (1) year after the cessation of war emergency or within six (6) months of prior completion of active military duty service, be returned to a position in his/her classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided that he/she returns within twelve (12) months after the first date upon which he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a less amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified. In the absence of such a vacant position in a comparable class for which qualified, the employee’s name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of his/her application.

4. **Eligibility to Take Examinations**

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

5. **Placement on an Eligibility List**

An employee returning from a military leave, in accordance with Paragraph J.3., shall be eligible to take a supplementary examination for any class for which there is an eligible list in effect, the examination for which he/she was unable to take by reason of his/her military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the
candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

6. Compensation for First Calendar Month of Military Leave

a. Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid his/her salary or compensation as an employee of the District for the first calendar month of his/her military service while on a military leave exclusive of time not covered by his/her assignment basis code, providing the following conditions are met:

(1) The employee is on military leave after October 1, 1949, a member of the National Guard or Naval Militia, or a member of a reserve component of the Armed forces of the United States or the employee is on military leave after July 16, 1951, a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the Armed Forces of the United States.

(2) An employee on temporary military leave or on military leave other than temporary must have been in the service of the District for a period of not less than one (1) year immediately prior to the date the absence begins. An employee on temporary military leave may count all previous recognized military service in order to accumulate the required one (1) year in the service of the District. The one (1) year in the service of the District is not required in the case of an employee who is ordered into active military service as a member of the National Guard under a situation included within Section 146 of the Military and Veterans Code.

(3) A regular employee with provisional, relief, or substitute status in another class shall receive a military leave from his/her regular position and shall receive compensation in accordance with his/her current assignment during the time he/she is entitled to compensation under the Military and Veterans Code.

(4) No more than the pay for a period of one (1) calendar month shall be allowed for any military leave or military leaves involving continuous military service or during any one (1) fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first (1st) calendar month of military leave after the applicable dates indicated in Paragraph J.6.a (1). Fractions of less than one (1) month shall be paid on the same basis as if the employee had been in active service as a Board employee. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.

7. Under no conditions shall the rights, privileges, and benefits under this Article exceed those permitted by the Military and Veterans Code.
K. Peace Corps, Red Cross, or Merchant Marine Leave

1. Permanent employees covered by this Agreement may be granted unpaid leave of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, Red Cross Leave or Merchant Marine Leave shall be granted in accordance with provisions of the Military and Veterans Code and the Education Code.

2. Upon completion of Peace Corps, Red Cross or Merchant Marine Leave, employees shall have the right to return to a position in the same classification to which assigned at the time the leave was granted. If such classification has ceased to exist, the employee shall be assigned to a position in a comparable classification, having essentially the same qualifications. The employee shall accrue seniority credit for examination and layoff purposes.

L. Personal Business Leave

Unpaid Personal Business Leave may be granted at the discretion of the District.

M. Personal Necessity Leave

1. A classified employee may, at his/her election, and upon notice to his/her immediate supervisor at the earliest opportunity, use not more than seven (7) days of illness leave in a school year for personal necessity leave.

2. The leave benefits provided by this Article may be used only for the following personal necessities:

   a. The death of a member of the employee’s immediate family when necessary leave beyond that provided by this agreement for bereavements is required. Member of the immediate family means the mother, father, grandfather, grandmother, or grandchild of the employee or of the employee’s spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee

   b. An accident involving the employee’s person not chargeable to illness leave, or industrial illness leaves.

   c. An accident involving the employee’s property or the person or property of a member of the employee’s immediate family or an illness of a member of the employee’s immediate family, as defined above. Such accident or illness must be:

      (1) Serious in nature.

      (2) Involve circumstances the employee cannot reasonably be expected to disregard.
(3) Require the attention of the employee during his/her assigned hours of service.

d. An appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under an official governmental order, provided the employee:

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

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

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

e. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.

f. Imminent danger to the home or an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.

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

3. The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:

a. The total number of days allowed in one (1) school year (July 1-June 30) for such leave or leaves shall not exceed seven (7) days.

b. The days allowed shall be deducted from and may not exceed the number of days of illness leave to which the employee is entitled.

c. A permanent classified employee may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave to begin personal necessity leave under the provisions of Article 12, provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, the probable duration of the requested leave and provides appropriate supporting documents for the request.
d. The employee shall be required to sign, on a prescribed form a statement that such absence was due to a personal necessity, as defined above. Subject to the direction of his/her division head, the administrator or supervisor shall take whatever steps are necessary to satisfy that a personal necessity did exist within the limits of this Section.

e. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified his/her immediate supervisor at least two (2) working days in advance of the beginning of the absence.

N. Retraining and Study Leave of Absence

1. Eligibility

a. The employee must have attained permanent status.

b. The employee must have rendered paid satisfactory service to the District for not less than seventy-five percent (75%) of his/her regular assigned time in each of the prior seven (7) consecutive years, with an overall performance evaluation rating of Meets or Exceeds Work Performance standards in the previous two (2) years.

Leaves do not break the continuity of service but may reduce the total days of service, except only service rendered following the most recent Retraining and Study Leave will be counted for subsequent Retraining and Study Leaves.

c. The employee’s study plan shall indicate enrollment in at least eight (8) semester units each semester or its equivalent in an accredited institution of higher education. The leave plan may combine elements of formal study and independent study in a ratio so as to meet the minimum requirements. The leave may include work experience in an established organization or business enterprise.

d. The study program must be initiated subsequent to the approval of the leave and completed with a grade “C” or better during the leave.

e. The program for study or retraining must be related to the employee’s duties, classification, career ladder or otherwise benefit the District.

f. Any change in the planned program must be approved by the District in advance of implementing any change.

2. Length of Leave

a. The leave may be taken for up to a full year.

b. A year is defined as the assignment period of the employee’s basis.
c. A full year leave may be split in two (2) half (½) year leaves with the second (2nd) half (½) taken at a later time within a three (3) year period.

d. The District may cancel the leave if an employee fails to maintain an adequate study program.

3. **Compensation**

   a. An employee on a Retraining and Study Leave will be paid at least one-half (½) of his/her regular rate of pay.

   b. Payment may be made to the employee in two (2) equal semi-annual installments or made in the same manner as if the employee were performing service to the District.

   c. The employee must furnish the District with a suitable bond against loss in the event that the employee fails to render two (2) years of service required following the return from the Retraining and Study Leave, or furnish the District with other assurances as the District elects to permit.

   d. An employee who fails to complete the approved leave objectives shall reimburse the District for compensation for the period following the discontinuance of the Retraining and Study Leave Program.

4. **Benefits**

   a. Benefits shall accrue to the employee on Retraining and Study Leave and will not be regarded a break in service save only the exclusions of Retraining and Study Leave Eligibility paragraph 4.b. below.

   b. Incomplete leaves can count toward benefits only to the extent that leave Retraining and Study Leave pay was approved.

5. **Additional Employment**

   a. An employee may continue working multiple assignments or previously held outside employment while on leave provided there is no conflict in hours.

   b. Acceptance of new additional employment that does not interfere with the achievement of the study program shall be subject to District approval. Excess income from new employment that is greater than the Retraining and Study Leave pay will be subject to a deduction in the Retraining and Study Leave pay and the Retraining and Study Leave pay does not exceed the employee’s regular District pay including differentials for which the employee would have been eligible had he/she not been on leave.
6. Applications

a. Requests for retraining and Study Leave may be made within ninety (90) days prior to the fiscal year in which the leave will be taken but no later than sixty (60) days prior to the effective day of the leave.

b. Split leaves must be applied for separately.

7. Requirements

a. Monthly certification of compliance with the conditions of the study program. An employee must fill out and submit to the District form C351.

b. Form C351 must be received by the Human Resources Division no later than the Tuesday proceeding the first (1st) payday of each month.

c. An interruption of a study program by a serious injury or illness sustained during leave will not be considered a failure to fulfill conditions of the Retraining and Study Leave. Written notice of such illness or injury must be reported to the Human Resources Division within ten (10) days on form C138, or by letter to which a doctor’s statement verifying the situation is attached. Such notice should be sent by certified mail.

d. After receipt of illness or injury notice, the District shall immediately place the employee on illness leave until the District receives a release from the doctor upon which the employee may elect to return to work or resume the Retraining and Study Leave.

e. An interruption of a study program due to an involuntary call to active military service will automatically convert the Retraining and Study Leave to a Military Leave without jeopardy to the Retraining and Study Leave already received. If this conversion takes place before the end of the first (1st) pay period, the employee’s Retraining and Study Leave shall be preserved for when the Military Leave ends and the employee returns to District service. If the conversion takes place after the close of the first pay period, the employee will be considered as having used one-half (½) year of Retraining and Study Leave. Such an employee shall have two and one-half (2 ½) years to complete the Retraining and Study Leave.

f. An employee who has failed to complete all the study program requirements due to serious illness in the family or other causes beyond the employee’s control may receive compensation on a prorated fractional ¼, ½, ¾ basis if a significant portion of the requirements have been completed.

g. Partial compensation for an incomplete leave which was approved for independent study will only be authorized if the composition of the study is such that certain portions can be completed apart from the remainder of the study. The completed units
8. **Cancellation of Leave**
   
a. A Retraining and Study Leave may be canceled at any time and converted to a resignation, layoff, return to duty, or any other leave an employee is eligible for.
   
b. Cancellation received by the Human Resources Division before the beginning of the effective date of a Retraining and Study Leave shall preserve the employee’s Retraining and Study Leave eligibility.
   
c. If an employee requests a cancellation after the effective date of the leave but before the end of the first (1st) pay period, leave payment will be canceled but eligibility will be preserved.
   
d. An employee who cancels after receiving his/her first (1st) leave payment but before the second (2nd) payment must refund the Retraining and Study Leave pay and will loose one-half (½) year’s Retraining and Study Leave but may take the second (2nd) half (½) of the Retraining and Study Leave within three (3) years of the effective date of the canceled leave.
   
e. An employee whose Retraining and Study Leave is canceled for reasons other than that described in this Article shall be deemed as having had a Retraining and Study Leave.

9. **Return to Service**
   
a. An employee must render paid service to the District after returning from a Retraining and Study Leave which is equal to twice the period of leave.
   
b. Upon completion of the Retraining and Study Leave the employee will be assigned, unless he/she otherwise consents, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return that would have changed the employee location or duties had he/she remained in active service.
   
c. An employee who is permitted to return to duty from a canceled Retraining and Study Leave has no rights to his/her former location until the ending date of his/her Retraining and Study Leave subject to the exceptions of Paragraph N.9.b.

10. **Retraining and Study Committee**
   
a. The Retraining and Study Committee shall have the sole discretion in determining and approving the study programs.
b. The Retraining and Study Committee shall be composed of the same members as the Tuition Reimbursement Committee.

O. Work-Related Absences

1. Examinations and Other Employment Procedures

An employee, upon giving his/her immediate supervisor not less than two (2) days notice, shall be permitted to take any examination and to participate in other employment procedures of the Los Angeles Community College District during working hours, without loss of pay or other penalty. If less than two (2) days notice is given by an employee, permission to participate without loss of pay is subject to approval by his/her immediate supervisor.

2. Epidemics and Emergencies

An employee shall be paid his/her regular salary for any period during which he/she is unable to work at his/her regular place of employment because it is closed due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay the employee must be ready, able, and willing to perform his/her customary or other reasonable and suitable duties. The college or division during this period shall endeavor to assign the employee to work elsewhere.

P. Assault and Battery Leave

1. An assault and battery leave is a type of industrial accident leave granted to employees covered by this agreement because of an injury resulting from an assault and/or battery that was incurred while on duty.

2. Employees who have suffered attacks or menaced by any person is to promptly report the incident to the appropriate County or City law enforcement authorities.

3. The employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the employee’s inability to return to work due to injury, and a copy of the report from the law enforcement agency. This report shall be placed only in the worker’s compensation file and will not be made part of the employee’s personnel file.

Q. Family and Medical Leave (Mandatory)

1. Definition

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

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

a. biological, adopted and foster children under eighteen (18),

b. anyone under eighteen (18) who is treated as the employee’s child,

c. disabled children of any age who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living,

d. biological parents, and/or custodial parents and anybody who treated the employee as a son or daughter when the employee was under eighteen (18) or disabled,

e. common-law husbands and wives.

2. Requirements

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

SERVICE: The employee must have been employed for at least twelve (12) months and rendered paid service of one thousand two hundred fifty (1,250) hours of work during the previous twelve (12) months of employment which does not have to be consecutive.

3. Length of Leave

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

b. For a new child, family leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.

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

d. Related leaves include Illness, Maternity, and Child Care. Benefits under this leave section run concurrently with leave benefits allowed under Illness, Maternity, and Child Care Leaves.
4. **Compensation.** No salary will be paid by the District for the period of the leave. However, employees may elect to take any available paid illness and vacation leaves in lieu of unpaid Family and Medical Leave.

5. **Effect on Benefits**

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

   b. No credit is allowed for any benefits for time spent on unpaid family illness leave.

   c. Time on leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half (½), according to the pay allowed, for retirement.

   d. Time on Family and Medical Leave does count as service in meeting requirements for other types of leaves.

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

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**ARTICLE 14 TRANSFERS**

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A. **Definition.** A transfer is defined as the reassignment of an employee from one location to another location (college campus) in the same classification.

B. In order to improve the opportunity for District employees within this unit to transfer to other positions within the District, the District will maintain a transfer eligibility list for each class for a period of one (1) year. Of the employees requesting transfer, the two (2) employees with the most seniority in the District shall be interviewed for any vacancy to which the employee has been certified from such file of names prior to an appointment.

C. Transfer of probationary employees will occur only in the best interest of the District.

D. The District may transfer an employee without the employee’s approval to any position provided that the transfer is in the best interest of the District. An involuntary transfer shall not be used as a form of discipline. A seven (7) day written notice to the employee is required prior to implementation.

E. In the event that an employee is subject to an involuntary transfer, he/she will be returned to the position from which transferred, if that position becomes available during the thirty-nine
(39) months following the involuntary transfer if the employee remains in the same classification. In the event that this provision conflicts with seniority provisions set forth in the appropriate sections of the Education Code, the Education code provisions shall prevail.

ARTICLE 15 PERFORMANCE EVALUATION PROCEDURE

A. Schedule

Employees shall be evaluated in accordance with the following schedule:

a. **Probationary employees** in a class shall be evaluated during the third (3rd) and fifth (5th) months of their probationary period.

b. **Permanent employees** in a class shall be evaluated by their anniversary date each year.

c. **The Performance Evaluation for Classified Employees form** located in Appendix B will be used to record the results of the evaluation process. The District may make additional performance evaluations for permanent or probationary employees at any time. Refer to the instructions included with the evaluation form for the conditions under which a supervisor may conduct additional evaluations.

d. The District may omit probationary performance evaluations for an employee who:

   (1) Has permanent status in the classified service,
   (2) Is occupying a position reclassified to another class,
   (3) Has occupied the same position prior to the reclassification action and, while occupying the position,
   (4) Has received a performance evaluation during the year preceding the effective date of the reclassification action.

B. Procedure

1. The employee shall be evaluated by his/her immediate supervisor. The supervisor is the person who is responsible for overseeing, reviewing and/or checking the employee’s work performance. Performance evaluations shall be made by those persons who are immediately responsible for the employee’s work. The evaluator either oversees, reviews, and checks the daily work performance of the employee being evaluated, or is the one who is most closely acquainted with the employee’s daily work performance. The employee and/or the supervisor may also request input regarding job performance skills from a lead employee who holds the same area of trade skill expertise as the employee being evaluated. Probationary employees may be evaluated by each supervisor under whom the employee has worked during the probationary evaluation period. Permanent employees shall be evaluated by each supervisor under whom the employee has worked at least ninety (90) working days during the performance evaluation period.
2. Steps to be followed and factors to be evaluated by supervisors in completing the Performance Evaluation Forms are described on the reverse side of the forms, see Appendix B.

3. An individual evaluation conference shall be held with each employee at which time an explanation shall be given for:
   a. The reasons for performance evaluation
   b. Job content
   c. The kind of work performance expected
   d. The basis for the evaluation given
   e. Areas where work performance may be improved, if any

4. The employee shall have an opportunity to review his or her evaluation prior to placement in his or her personnel file.

5. Review of the performance evaluation by the next higher level of administrative authority is optional. Any comments made by the reviewer shall be signed and shown to the supervisor who made the evaluation and to the employee.

6. A supervisor who believes that an employee’s work performance has been exceptional should complete the District’s form entitled “Notice of Outstanding Work Performance,” in addition to the District’s Performance Evaluation Form, or at any time when deemed appropriate. The outstanding work performance described may have occurred on a day-to-day basis, or in an unusually difficult and/or emergency situation. All Notices of Outstanding Work Performance shall be reviewed and signed by the employee’s college president or division head or designated representative. Employees shall be provided a copy of any written comments made by the reviewer.

7. The supervisors shall complete the evaluation process by following the steps included on the evaluation form in Appendix B.

C. Definitions of Evaluation Ratings

1. **Exceeds Work Performance Standards**: A check in this column indicates that the employee’s work is better than satisfactory. If there are a number of checks in this column, the supervisor should consider giving a Notice of Outstanding Work Performance.

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

3. **Needs Improvement Performance Standards**: Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service.
D. Classification of Position

The employee and the supervisor shall review the duties of the class as listed in the current class description. If either feels that the employee spends an appreciable portion of his/her time performing duties inappropriate to his or her class, either the employee’s duties need to be modified to fit the classification description or a reclassification of the position should be initiated with the Personnel Commission.

E. Appeal

1. Except as provided below, any and all matters related to performance evaluations shall not be subject to the grievance and arbitration provisions of Article 18.

   a. Only if a permanent employee receives one or more checks in the below “Below Work Performance Standards” column may he/she avail him/herself of the grievance procedure. Such grievances shall only be processed up to and including Step Three (3) of said procedure (see Summary of Due Process, Appendix C).

   b. Notices of Unsatisfactory Service issued to permanent employees who are not related to a recommendation for further disciplinary action, may be grieved in accordance with the provisions of the grievance procedure (see Summary of Due Process, Appendix C).

ARTICLE 16 HEALTH AND WELFARE

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 Supervisory Employees Union, SEIU Local 721; and
the Public, Professional and Medical Employees Union of
the California Teamsters, Local 911
Regarding
Hospital-Medical, Dental, Vision Group Coverage,
Group Life Insurance Coverage, and
the District’s Employee Assistance Program

The Los Angeles Community College District (the “District”) and the exclusive representatives of the District’s employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction
Trades Council; the Supervisory Employees Union, SEIU Local 721; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911—hereinafter collectively referred to as the District’s “Exclusive Representatives”) agree to the following provisions regarding the District’s Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District’s Health Benefits Program as defined in this agreement, as well as the District’s group life insurance coverage and employee assistance program, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects:

I. Health and Related Benefits Program for Active 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 Program include an eligible employee’s:


¹ For this section ‘Active Employees’ does not include less than half time (.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.
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).

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 anytime 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 reenroll 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 anytime 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 or 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:

1. Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to 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 ninety (60) days after the employee established his or her new permanent residence.

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

3. Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan without a break in coverage by submitting a timely application to 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
individu

4 Finally, any employee who has had a “qualified life event” as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to 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 ‘s “Health Enrollment Reason Codes” for specific qualifying events and effective dates for coverage. 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 the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled if:

a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he or she would have earned had he or she received pay for full-time work; or

b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months 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 or she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status during any recess or intersession if, before the beginning of the recess or intersession, he or she is assigned to a position at any district location that will render him or her eligible for benefits and
is scheduled to return to paid status in that position at the end of the recess or intersession.

6. Payment of Premiums During Unpaid Leaves. Eligible employees who have been granted an unpaid leave of absence and are not entitled to the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by 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 or she paid for the months during which he or she did not receive coverage, or extend the employee’s coverage for an equivalent period.

7. Continued Eligibility and Payment of Premiums Following Layoff or Furlough. Notwithstanding anything in Sections I.A.1 and I.A.6 to the contrary, employees who have been furloughed (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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Continuation Following Layoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>2 months</td>
</tr>
<tr>
<td>6-10</td>
<td>4 months</td>
</tr>
<tr>
<td>11 or more</td>
<td>6 months</td>
</tr>
</tbody>
</table>

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 or 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 fulltime 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 the 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 of Trustees.

D. **Tax Sheltered Retirement Plans.** The District shall continue its voluntary salary reduction agreement program under which employees may contribute to tax sheltered retirement plans under Internal Revenue Code Sections 403(b) and 457. The process for selecting third-party administrators (TPAs) for these plans shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the Exclusive Representatives, and selection of TPAs based on the recommendation of the task group.

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

E. **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 $1500 for the 2012, 2013, and 2014 plan years. 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.
the Exclusive Representatives, and selection of a TPA based on the recommendation of the task group.

G. Ordering Rules for HRAs and Medical FSAs. Employees shall be informed at the time of enrollment that 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 Faculty and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty members access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he or she will have access via 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 or she has been assigned and working as a part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below (including, by virtue of his or her participation in the POP, in subsection ‘e’ below, he or she is deemed to effectively be in a position lasting greater than six months as required by CalPERS’ resolutions, AND, he or 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.

Specific Eligibility Requirements for the POP:

a. Be assigned to a .33 (or higher) FTE temporary (limited or long term substitute) or adjunct faculty load in the District to count towards eligibility for this plan.

b. Open but inactive assignments - no work, no pay - do not constitute employment in this context.

c. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.

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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 .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.
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 amount of the employee’s contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee, must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.

e. **District Contribution.** If criteria a–d above are met, the District, for plan year 2012, will contribute as follows:

**Medical:** $220 toward the total monthly cost of the part-time temporary faculty member’s or temporary adjunct faculty member’s medical premium only. For plan years 2013 and 2014, the District’s monthly contribution will be an amount equal to 50% of the mathematical average of the single-party monthly premiums for the five Los Angeles area medical plans offered by CalPERS excluding PERSCare PPO. The District’s monthly contribution in plan year 2013 shall not exceed 110% of the 2012 amount and in plan year 2014 shall not exceed 110% of the 2013 amount. 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 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 .50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. For plan year 2012, the District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years 2013 and 2014, 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 faculty member as a 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 can participate in the District sponsored dental benefits, but will be responsible for all costs associated with dental benefits.

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. 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, towards the required premium.

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.

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.

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.

**B. Health Benefits for Part-time Temporary Faculty Retirees & Temporary Adjunct Faculty Retirees under CalPERS Heath Care Plans.**
1. 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 JLMBC or any future agreement between the District and its Exclusive Representatives.

2. 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 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 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.

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:

§ See section III B.
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.

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 dependents 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 or 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 or 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 or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.

2. Open Enrollment. There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The 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 or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.

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

a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to 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 or she remains eligible, re-enroll in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility 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 anytime 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.** The District shall contribute towards the premium costs of the plans in which an eligible retiree and his or her eligible dependents and survivors are enrolled as follows:

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

2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the district will contribute toward premiums for retirees in a “qualifying position” as follows:

<table>
<thead>
<tr>
<th>% of District Contribution Toward Premium</th>
<th>Years of Service Rendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>At least ten years but fewer than fifteen years.</td>
</tr>
<tr>
<td>75%</td>
<td>At least fifteen years but fewer than twenty years.</td>
</tr>
<tr>
<td>100%</td>
<td>At least twenty years.</td>
</tr>
</tbody>
</table>

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 age 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. 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.

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 (JLMBCC). 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 Co-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. participate 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 five voting Employee Members.
E. Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.

F. The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the “overall cost to the District of maintaining the Health Benefits Program.”

V. Managing the Health Benefits Program

By September 1 of each year the JLMBC shall report to the Board of Trustees on 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.

ARTICLE 17 WAGES AND SALARIES

A. Prevailing Wage

The Council and the District agree that the wages and salaries negotiated in good faith and listed in this Agreement are at least equal to the prevailing salary or wage for the same quality of service rendered to private employers under similar employment.

B. Salary Placement

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

C. Step Advancement on the Salary Schedule

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

2. Advancements to higher steps shall be made in successive years as of the first (1st) day of the correspondingly numbered pay period on which the employee received his/her previous step advancement provided that he/she has completed at least one hundred thirty (130) days in paid status in regular assignments in the class during the twelve (12) pay periods since the preceding advancement.
3. In the event that the employee does not meet the paid status requirement provided above, his/her step advancement shall be effective as of the first day of the pay period which follows his/her completion of such one hundred thirty (130) days in paid status in regular assignments in the class.

4. Upon promotion or reclassification which results in a salary increase to other than the first (1st) step, salary advancement shall be affected as follows:

   a. If the employee completes one hundred thirty (130) days in paid status in regular assignments in the new class as of the date his/her step advancement is due, no change in his/her cycle of step advancement shall occur.

   b. If the employee has not completed one hundred thirty (130) days in paid status in regular assignments in the new class as of the date his/her step advancement is due, it shall become effective as of the day of the pay period which follows his/her completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.

   c. An employee who is subject to a new probationary period must spend at least seventy-five percent (75%) of the required one hundred thirty (130) days in paid status in active on-the-job performance of the duties of a position in the class.

5. The following actions shall not affect the employee’s cycle of step advancement:

   a. Reallocation.

   b. Change to an equal or lower class.

6. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:

   a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for his/her class as of the first (1st) day of the pay period in which the accelerated step or shortened range became effective, provided that he/she meets the paid status requirement.

   b. A person initially employed in a class on an accelerated hiring step or with a shortened salary range shall advance to the next higher step of the schedule for his/her class on the first (1st) day of the pay period in the next salary year which corresponds in number to the pay period in which he/she was appointed, provided that he/she meets the paid status requirement. Subsequent advancements shall be based on the cycle thus established.
7. An employee who changes from a flat hourly rate to a rate on a salary schedule shall receive his/her initial step advancement in the class as of the first (1st) day of the pay period which follows his/her completion of one hundred thirty (130) days in paid status in regular assignments in the class following such change.

Subsequent advancement shall take place as of the first (1st) day of the correspondingly numbered pay period provided the paid status requirement is met.

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

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

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

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

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

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

11. Nothing in this Article shall prevent the Board of Trustees from granting or withholding step advancement.

D. For 2011-2012

Effective at the beginning of the July 2011 monthly pay period, the District shall agree to implement the same percentage general increase to wages and differentials that may be
granted to other bargaining units during the negotiation of the 2011-2014 successor agreement.

E. For 2012-2013
The District and the Union shall reopen negotiations on salary for 2012-2013.

F. For 2013-2014
The District and the Union shall reopen negotiations on salary for 2013-2014.

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

H. Special Pay Practices - Claims for work out of classification shall be processed in accordance with Personnel Commission Rule 550.

I. Shift Differential

1. All employees covered by this Agreement, except those classifications enumerated in Article 10, Section B.7. shall receive a six and nine-tenths percent (6.9%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of three (3:00) p.m. to twelve (12:00) midnight and a thirteen and eight-tenths percent (13.8%) shift differential for each day that fifty percent (50%) of their shift falls within the hours of twelve (12:00) midnight to seven (7:00) a.m. An employee receiving a shift differential shall not be paid the differential if reassigned to a shift not qualifying for such payment.

2. Persons assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change.

J. Career Differentials

1. Employees will be granted the differential as of July 1 each year. Continuation or granting of the differential will be based on an evaluation of satisfactory service during the immediately preceding year. Satisfactory service is defined for the purpose of this article to mean that no Notice of Unsatisfactory Service was issued during the evaluation year. In the event that a Notice of Unsatisfactory Service is being grieved, the decision to grant or deny the differential will be made after the outcome of the grievance is known.

2. The differential will be paid as follows (as of the beginning of the pay period following the pay period in which this Agreement is approved by the parties):

**Career Differential Rates—Years of Service—Semi-Monthly Rates**

64
3. Years of service shall be defined the same as in Article 12, Vacation

K. Bilingual Pay

Employees covered by this Agreement who are required to speak, read, and write a foreign language shall be compensated as shown below if they are required to speak a foreign language. In order to qualify for one of these differentials, the employee must meet all the requirements of Personnel Commission Rule 588.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>12-Month Employee</th>
<th>10-Month Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 to 9</td>
<td>$16.13</td>
<td>$14.98</td>
</tr>
<tr>
<td>10 to 14</td>
<td>$31.69</td>
<td>$29.38</td>
</tr>
<tr>
<td>15 to 19</td>
<td>$47.83</td>
<td>$44.37</td>
</tr>
<tr>
<td>20 or more</td>
<td>$63.40</td>
<td>$58.79</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>12-Month Employee</th>
<th>10-Month Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speak, Read and Write</td>
<td>$14.42</td>
<td>$13.25</td>
</tr>
<tr>
<td>Speak Only</td>
<td>$10.66</td>
<td>$9.80</td>
</tr>
</tbody>
</table>

L. Semi-Monthly Pay

The classifications assigned to the Crafts Unit shall receive pay on a semi-monthly basis in accordance with the District procedures.

M. Computing Differential

1. The certification required as a prerequisite for eligibility to receive the monthly computing differential ($47.00 semi-monthly for 12 month employees, $43.22 for 10-month employees) shall be:

   The Microsoft Office User Specialist (“MOS”) certification shall be valid for three (3) years from the date of issuance.

2. To renew eligibility for the computing differential after three (3) years, an employee must present proof of having successfully tested for and received the most current MOS certification that exists at the time of retesting. If the employee provides documentation that there is not a more current certification than the one that the employee already possesses, then that certification shall remain valid for purposes of the computing differential, on a year-to-year basis, until a new certification is offered by Microsoft.

3. Differentials shall become effective the pay period following the pay period in which the employee presents proof of the appropriate Microsoft certification to the District.

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

<table>
<thead>
<tr>
<th>Degree (Education) Differential—Semi-Monthly Rates*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>AA/AS Degree</td>
</tr>
<tr>
<td>BA/BS Degree</td>
</tr>
<tr>
<td>MA/MS Degree</td>
</tr>
</tbody>
</table>

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

*NOTE: For employees paid semi-monthly, increments are paid in two installments, one-half in each paycheck.

**ARTICLE 18 GRIEVANCE PROCEDURE**

A. **Grievance Defined**

A grievance is defined as a formal written complaint by an aggrieved permanent employee(s) that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement or of a written rule, regulation or procedure of the Los Angeles Community College District and/or applicable rules of the Personnel Commission. (See appendices for grievance form.)

B. **Matters Excluded**

All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to reduction in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another. Also excluded are those matters so indicated elsewhere in this Agreement which personally and adversely affects the aggrieved employee.

C. **Definitions**

1. **Grievant.** A permanent employee covered by the terms of this Agreement.
2. **Group Grievances.** Should the District feel that the significant characteristics of a number of individual grievances or potential grievances are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievance shall be carried through the procedure by one designated grievant.

3. **Day.** A day, for the purposes of this Article, is defined as any day of the calendar year, except Saturdays, Sundays, and legal (or school) holiday.

4. **Division Head.** A management employee assigned the administrative responsibilities for a division in the District Office.

5. **Management Employee.** Any employee designated by the Board of Trustees as management, consistent with the provisions of Government Code 3540 et seq.

**D. General Provisions**

1. **Council Responsibilities**
   a. No Council representative, shop steward, or Council official may solicit grievances either formally or informally.
   b. The Council agrees to encourage the grievant to discuss his/her complaint with his/her immediate supervisor or the appropriate immediate supervisor with authority to adjust the grievance.

2. Before filing a formal written grievance, the grievant should attempt to resolve it in an informal manner with the appropriate immediate supervisor.

3. At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Council representative. A grievant shall also be entitled to represent him or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator and/or District representative. By mutual agreement, other persons such as witnesses may also attend grievance meetings.

**E. Released Time for Employees and Council Representatives**

Grievance meetings and hearings will be scheduled by the District whenever possible during non-working hours of the grievant. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time including necessary travel time without loss of salary will be provided the grievant.

**F. Effect of Time Limits**
If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

G. The respondent in any grievance shall be the District or individual campus, as appropriate, rather than any individual supervisor or management employee.

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

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

J. Procedure

1. **Step One**

   a. Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on a District’s grievance form to the immediate supervisor who has the authority to adjust the grievance. The written grievance shall contain a clear, concise statement of the action(s) taken by the immediate supervisor or management employee, which resulted in the violation of a specific provision of the Agreement; the remedy sought; the specific provision(s) of the Agreement violated; and the name of the employee’s representative, if any.

   b. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from the presentation of the grievance. The immediate supervisor or his/her designee shall reply in writing within ten (10) days following the meeting. Unless there is written agreement to the contrary, step one shall terminate at the close of business on the tenth (10th) day following the Step One meeting.

2. **Step Two**

   If the grievance is not resolved in Step One, the grievant may, within five (5) days after the receipt of the immediate supervisor’s written decision, present the written grievance to the next level of authority or his/her designee. The written grievance shall contain the same information as in Step One and a copy of the immediate supervisor’s decision. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within ten (10) days following the meeting. Unless there is written agreement to the contrary, step
two shall terminate at the close of business on the tenth (10th) day following the Step Two meeting.

3. **Step Three**

   If the grievance is not resolved in Step Two, the grievant may within five (5) days after receipt of the decision in Step Two, present the written grievance to the College President or division head or his/her designee. The written grievance shall contain the same information as in Step One, copies of the Step One and Step Two decisions, and reasons for the appeal. Within five (5) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The College President or division head or his/her designee shall reply in writing within ten (10) days following the meeting. Unless there is written agreement to the contrary, Step Three shall terminate at the close of business on the tenth (10th) day following the Step Three meeting.

4. **Step Four**

   a. If the grievance is not resolved at Step Three, the Council shall have fifteen (15) days from receipt of the decision in Step Three to file a written request to the Office of Employer Employee Relations for a hearing.

   b. Within twenty (20) days after receipt of the appeal, the Office of Employer Employee Relations shall arrange for the joint selection of a hearing officer. He/she may be a District employee or a hearing officer not employed by the District. If a hearing officer cannot be mutually agreed to, the services of a hearing officer shall be selected from a permanent panel of twelve (12) arbitrators submitted by the American Arbitration Association. Beginning with the District, each party shall alternately strike a name from the panel until there is one (1) name remaining. The remaining name shall serve as the hearing officer for the grievance. For the term of the 2005-2008 agreement, the District and the Council agree to retain the list of arbitrators submitted by the American Arbitration Association during the term of the predecessor agreement. The parties may agree to select an arbitrator from a source other than the above-mentioned list.

K. **Optional Preliminary Hearing on Issues Which do not Involve Merits of Grievance**

   If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Council in writing prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Council or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defense at the regular hearing; provided that it gives the Council ten (10) days’ notice of its intention to do so.
L. Limitations Upon the Arbitrator

1. The hearing officer shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The hearing officer’s decision shall be limited to a specific finding regarding the alleged violation of a specific term of this Agreement. The hearing officer shall have no authority to recommend a monetary award. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is, in effect, a modification (whether by revision, addition, or detraction) of the terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable grievance procedures which were in effect prior to this Agreement.

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

3. The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Council, and the Board of Trustees.

4. The decision of the Hearing Officer shall be final and it shall constitute the final administrative remedy available to the grievant.

M. Expenses

The District and the grievant shall share equally the payment of the services and expenses of the arbitrator(s). Each party shall bear the expenses of the presentation of its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense.

ARTICLE 19 CONSULTATION FOR JOB SPECIFICATIONS

The District will meet with the Council or its credentialed representatives for the sole purpose of consultation when changing or revising Council job specifications. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established District rules and procedures.
ARTICLE 20 TUITION REIMBURSEMENT

A. The Los Angeles Community College District shall establish a fund of seven thousand dollars ($7,000) for the purpose of professional development. Members of the Crafts Unit may receive tuition reimbursement in accordance with the following requirements:

1. A maximum of one thousand dollars ($1,000) not to exceed fifty percent (50%) of the tuition in any one (1) academic year. Any tuition expenses incurred while attending a Los Angeles Community College District facility or Union Training Trust facility shall be reimbursed at one hundred percent (100%) within the conditions set by the District.

2. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken. This evidence shall be submitted by the employee to the Human Resources Division.

3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas:

   a. The unit member’s classification.

   b. A related class.

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

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

6. The total amount encumbered for tuition reimbursement shall not exceed seven thousand dollars ($7,000).

ARTICLE 21 SAFETY

A. The District, the Union, and the employees agree to comply with all applicable state and federal regulations, including the California Occupational Safety and Health Act (CAL/OSHA) in regards to safe and healthful working conditions.

B. The Union agrees that all unit employees shall comply with all safety rules and regulations. Further, the Union agrees that all employees shall utilize safe working procedures and that
C. If requested by a CAL/OSHA representative, the District will grant District time to an employee to accompany the CAL/OSHA representative and/or management representative conducting an on-site safety inspection.

D. No employee will be discriminated against in any way for reporting a real or potentially unsafe condition.

ARTICLE 22 PERSONNEL FILES

A. Files

1. Employees covered by this Agreement shall be provided a copy of all adverse written material, prior to or at the time they are placed in his/her personnel file. Employees shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or at the work site. A supervisor’s personal notes shall not be considered a part of the personnel file. Employees shall have the right at any reasonable time to inspect their personnel file, provided that their absence from the work site would not have a detrimental effect upon the job at hand and that the supervisor is properly notified. Any adverse material, with the exception of records of criminal convictions, which the employee has not had opportunity to receive prior to placement in the personnel file, shall be removed from said personnel file. The employee’s union representative shall have the right, with written consent of the employee, to inspect the employee’s personnel file at a reasonable time. If the representative is an employee of the District, the absence for such purpose shall not have a detrimental effect upon the job at hand and the employee shall properly notify his/her supervisor.

2. Adverse or derogatory material will remain part of the personnel file until such time as the college or division issuing it requests its removal. Such material which has been placed in the personnel file may be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued. The material removed will be maintained separately from any personnel file under the following conditions:
   a. The material shall be kept in the Employer Employee Relations Office.
   b. Such material may not be used by the District in any proceedings which affects the status of the employee.
   c. Such material may only be viewed by the Office of the Chancellor, the Office of the Sr. Vice Chancellor, Sr. Associate Vice Chancellor of Human Resources, Associate
ARTICLE 23 TOOLS

A. The cost of the purchase, lease, or rental of tools required by the District shall be borne by the District. The aforementioned articles shall be retained as property of the District and shall be surrendered upon demand.

B. If tools brought to the work site, under the conditions described under Board Rule 101500 and Personnel Guide B580, are lost, stolen, or damaged, the District shall be responsible for their repair or replacement in accordance with the provision of that Board Rule and Personnel Guide.

C. All Crafts Unit employees shall have an individual mail box, in-box, tray, or other designated place at their primary work location to receive work orders, correspondence, notices, fliers, newsletters and memos.

ARTICLE 24 LAYOFF AND FURLOUGH

A. Effects of Layoff

1. Definition. A layoff is a separation from regular service because of lack of work or lack of funds, or because the position has been abolished or reclassified.

2. Vacation Pay. Bargaining Unit employees will be paid for accumulated hours. Payment will be made no later than the payday for the pay period following the layoff.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Continuation After Layoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 5</td>
<td>2 months</td>
</tr>
<tr>
<td>6 - 10</td>
<td>4 months</td>
</tr>
<tr>
<td>11 or more</td>
<td>6 months</td>
</tr>
</tbody>
</table>

4. Severance Pay. Every employee laid off and not reemployed by the District in a regular capacity shall receive a severance grant equal to fifty dollars ($50) per total years of regular service with the District.
5. **Layoff and Reemployment Procedures.** Layoff and reemployment procedures shall be in compliance with Education Code Sections 88015, 88017, 88117, and 88127; and in accordance with applicable rules and regulations established pursuant to such sections.

### B. Effects of Furlough

4. **Definition.** A furlough is a specific period of time in unpaid status within the employee’s assignment basis with a definite return date to the same position in the same classification at the same location and under the same working conditions.

5. **Vacation Pay.** Furloughed employees shall not be permitted to receive payment for accumulated vacation hours.

6. **Health and Welfare.** All benefits will continue as though in paid status.

7. **Benefits for Employees on Furlough.** Employees on furlough shall continue to accrue all rights/benefits and privileges as if they were on paid status as provided by law which shall include, but not necessarily be limited to:

   a. Continuation of health and welfare benefits as mentioned in B.3. above.

   b. Vacation earning.

   c. Seniority for the purpose of:

      (1) Step advance.

      (2) Probationary period.

      (3) Promotional examinations.

8. **Vacation Credits for Employees on Furlough.** Employees furloughed during any fiscal year will receive vacation credit in the subsequent fiscal year on an hour-for-hour basis; for every hour furloughed the employee will receive one (1) hour of vacation credit on July 1 of the subsequent fiscal year.

---

**ARTICLE 25 UNIT WORK**

A. Unit work, including closely related emerging technologies, is defined as work described by the duties of Crafts Unit classifications (Appendix A) found in the class specifications developed by the Los Angeles Community College District Personnel Commission.

B. Unit work paid by the District at District sites must be performed by journey level craftspeople at wages agreed to in this agreement or higher.
C. Community volunteer projects that entail unit work shall be supervised by a journeyman or higher level from the appropriate craft or the Facilities Manager.

D. When disputes arise regarding the assignment of unit work, the District and the Council agree to meet, confer and consult, in a good faith effort at reaching agreement, to resolve the issue.

ARTICLE 26 WORK ENVIRONMENT

A. District Compliance

The District will conform to State and Federal law and guidelines governing the use of video display terminals and shall consider and review potential health problems associated with prolonged and intense use of video display terminals.

B. Video Display Terminals

1. Definitions. A VDT operator shall be defined as an employee who works twenty (20) hours per week (ten [10] hours for VDT glasses eligibility) or more at a VDT terminal on tasks including, but not limited to, inputting data or programming computers. Such work is differentiated from casual use of VDT terminals for inquiry purposes.

   “VDT user” shall mean all others who use VDTs and are not included in the above definition.

2. Ergonomics. (The Design of a Safe and Healthful Work Environment). The purchase or lease of VDTs and associated equipment and its installation, use and maintenance shall conform to the following ergonomic guidelines:

   a. Lighting

      (1) The VDT workstation shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.

      (2) Whenever possible, the work area shall be painted with a low-reflective color.

      (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.

   b. Glare
(1) The luminance of VDT characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.

(2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the VDT.

c. Keyboard and Screen

(1) The Keyboard shall be adjustable and detachable.

(2) The screen shall be adjustable horizontally and vertically to fit the operator’s plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.

(3) The screen shall be adjustable for brightness and contrast.

(4) The minimum dot matrix composition for screen characters shall be five x seven (5 X 7) pixels.

d. Printer

Excessive printer noise (defined as an average of sixty-five [65] DB or above measured over an eight [8] hour shift) at the regular work station of the two (2) employees nearest the source, shall be reduced by a combination of distance and/or noise reducing techniques, such as noise reducing cover or shield, carpeting, and sound absorbing ceilings and walls. Nevertheless, printers that produce eighty (80) db or more shall be in a separate room.

e. Chair and Desk

(1) The chair shall be adjustable for seat height, backrest height, and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with casters. Chairs with optional armrests shall be provided at the request of the employee. Chair seat, backrest, and armrests shall be made of moisture absorbing material.

(2) Either by way of adjustable work surface (i.e. computer table, desktop, etc.) or appropriate accessory, the screen and keyboard must be able to be situated at different levels.

(3) There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.

(4) The leg space under the table shall be free from obstructions.
(5) A glare-inhibiting matte desk.

(6) Footrests and wrist rests shall be available.

f. Maintenance and Monitoring

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

(2) As necessary, each VDT shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced.

(3) If an employee discovers a problem with a VDT or accessory, he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner.

(4) Maintenance records for VDTs and associated equipment shall be maintained by the supervisor or manager responsible for the equipment.

(5) Indoor temperature in the workplace shall be maintained at not less than approximately sixty-five (65) degrees Fahrenheit. Adequate ventilation shall be provided.

3. Work Breaks. Every employee actively working at a VDT terminal shall be required to take a fifteen (15) minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Employees shall not be required to operate VDT equipment fifteen (15) minutes before the end of his/her shift.

4. Eye Examinations. Operators and users shall have their eyes examined within two (2) months of being assigned to such a position. The examination shall be done by an optometrist or ophthalmologist covered by the District’s hospital/medical or vision care insurance. All operators shall have their eyes examined annually thereafter. In addition to routine optical testing, the examination shall include tests for visual field acuity, color vision, cataracts, and accommodation. Operators shall inform the attending physician that they are VDT operators and that the above conditions must be tested for.

Operators required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for VDT use shall be covered by the VSP/VDT plan for lenses, frames (least expensive), and basic treatment for the initial prescription and each time the prescription changes (frames to be replaced when they
are no longer serviceable). If an operator is required by an optometrist or ophthalmologist to have an eye examination more frequently than once a year, the cost of the additional examination(s) shall be covered by the plan. Lenses and frames not required exclusively for VDT use shall be paid for by the operator who may utilize the benefits available from the District’s hospital/medical and/or vision care insurance plans.

5. **Pregnancy and Disability.** Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.

   a. At their request, pregnant employees shall be reassigned from duties involving VDTs, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. If the employee does not return immediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.

   b. Disabled employees shall be reassigned from VDT duties or shall be moved from the vicinity of VDTs, or shall remain in their position and shall be relieved of VDT duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving VDTs or to return to a workspace in the vicinity of VDTs, an employee shall be assigned to a position in his/her classification in accordance with the following:

   (1) Employees returning from a reassignment of ninety (90) working days or less shall be returned to the same position from which the reassignment was made.

   (2) Employees returning from a reassignment of from more than ninety (90) days shall be returned to a position in her classification at the location to which the employee is assigned.

   c. Temporary reassignments cited in paragraphs 5.a. and 5.b. (1) and 5.b. (2) shall be without loss of paid benefits.

6. **Training and Education.** The District shall develop and distribute a written guide for the safe and healthful operation of VDTs and associated equipment. The guide shall include, but is not limited to, instructions on relaxation exercises for visual and musculoskeletal strain, the proper use of footrests and wrist rests, proper posture and other beneficial work habits. As new information becomes available, it shall be incorporated into this guide.
The District shall sponsor workshops regarding the safe and healthful use of VDTs and associated equipment periodically. Attendance at workshops for newly assigned VDT operators shall be mandatory.

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

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

b. All employees shall be provided training by the District in new office technology that they are required to use and operate. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.

7. **New Technology and Job Security**

No employee shall be laid off or demoted as a consequence of the introduction of microelectronic technology (hardware or software); employees shall be required to participate in training on such technology as directed by the District to obtain or maintain an acceptable level of proficiency in the new technology. To the extent possible, affected employees shall be involved in the selection and implementation of technological changes.

8. **Implementation**

a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this article.

b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Article.

c. First priority shall be given to upgrading the equipment and work environment of VDT operators as defined to conform to the guidelines contained in this Article; second priority shall be given to those defined as VDT users. Replacement equipment shall be provided to VDT users according to the approximate number of hours the user works at a VDT, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Article as it
d. VDTs and associated equipment and/or accessories which do not presently meet the guidelines in this Article shall be brought up to the guideline standards within one (1) year from the date of this Agreement.

e. Whenever VDT equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, they shall be replaced immediately with equipment which meets the standards contained herein. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.
EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the ninth day of May, 2012.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By Miguel Santiago, President Board of Trustees

By Daniel J. LaVista, Chancellor

By Kenneth Takeda, Chief Negotiator
Vice President, Administrative Services
West Los Angeles College

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By Robbie Hunter
Los Angeles/Orange Counties Building and Construction Trades Council

By Jim Adams
Chief Negotiator

By Carpenter's Local Union #409

By Electricians Local Union #11

By Electricians Local Union #45

By Painters District Council #36

By Plumbers Local Union #78

By Steamfitters Local #250
APPENDIX A CRAFTS UNIT

Crafts Classes

Carpenter  
Electrician  
Heating and Air Conditioning Technician  
Lead Carpenter  
Lead Electrician  
Lead Heating and Air Conditioning Technician  
Lead Painter  
Lead Plumber  
Locksmith  
Machinist  
Maintenance Planner and Scheduler  
Painter  
Plasterer  
Plumber  
Power Equipment Mechanic

Electronics Classes

Computer Technician  
Electronics Technician  
Lead Technician, Electronics & Computer Technology

Stage Classes

Costume Maker  
Performing Arts Technician

Studio Classes

Broadcast Engineer  
Projectionist  
Sound Engineer
APPENDIX B PERFORMANCE EVALUATION FORM

NAME:        EMPLOYEE NUMBER:

CLASSIFICATION:      DIVISION OR COLLEGE:

EVALUATION PERIOD:       STATUS: □ ProBATIONARY □ PERMANENT

Reviewed Job Classification Description during Evaluation Conference?    □ YES  □ NO

RATINGS:     A—EXCEEDS WORK PERFORMANCE STANDARDS
               B—MEETS WORK PERFORMANCE STANDARDS
               C—NEEDS IMPROVEMENT

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>* A</th>
<th>B</th>
<th>* C</th>
<th>COMMENTS (Site Specific Suggestions or Examples)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. QUALITY OF WORK: Employee demonstrates job knowledge and is accurate, neat, well organized, and thorough.</td>
<td></td>
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<tr>
<td>2. QUANTITY OF WORK: Employee is productive and meets reasonable standards</td>
<td></td>
<td></td>
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<tr>
<td>3. WORK HABITS: Employee shows good daily attendance, is punctual, orderly, complies with rules, regulations and instructions and works without immediate supervision.</td>
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<tr>
<td>4. PERSONAL QUALITIES: Employee uses good judgment, shows initiative, is professional in manner and demeanor and adapts to emergency and new situations.</td>
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</tr>
<tr>
<td>5. RELATIONSHIP WITH OTHERS: Employee works effectively and courteously with fellow employees, students and the public.</td>
<td></td>
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</tr>
<tr>
<td>6. SUPERVISORY QUALITIES (if applicable): Employee exhibits leadership, impartiality and fairness in making decisions. Shows good judgment in assigning work and communicates effectively. Assignments are completed in an effective and timely manner.</td>
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<tr>
<td>7. OTHER FACTORS NOT LISTED ABOVE (Attach additional sheets if necessary)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. OVERALL PERFORMANCE RATING (*A-consider Notice of Outstanding Performance)  (**C-consider Notice of Unsatisfactory Performance)

OVERALL ASSESSMENT

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

Supervisor: □ yes □ no  Employee: □ yes □ no

__________________________________________ ________________________________
Supervisor’s signature  Date

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

__________________________________________ ________________________________
Employee’s signature  Date

__________________________________________ ________________________________
Signature of next level of authority  Date

__________________________________________ ________________________________
Vice President’s signature  Date
INSTRUCTIONS FOR PREPARING PERFORMANCE EVALUATION FORMS

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

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

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

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

5. **The Supervisor May:**
   Add factors which he/she considers pertinent to the evaluation and record suggestions made to the employee that will aid him/her in improving his/her work or make other pertinent comments.

6. **The Supervisor Shall:**
   A. Hold a conference with each employee for whom an evaluation is completed.
   B. Explain to each employee:
      - The reasons for performance evaluation shall be given by the evaluator.
      - The evaluator shall explain the kind of work performance expected.
      - The evaluator shall give the reasons for the evaluation given and any negative evaluation or comments shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made, and
      - The evaluator and the evaluatee may discuss any questions that the evaluatee has concerning his/her job and/or the responsibilities and duties assigned.
   - If the employee feels that the evaluation is improper, he/she may go to the supervisor’s immediate superior to resolve differences. No regular employee shall be denied this privilege.
   C. Sign the performance evaluation form and obtain the signature of the employee.
   D. Submit the completed form to his/her immediate supervisor for review and signature.
   E. Retain the triplicate copy of the performance evaluation form for the campus personnel file.
   F. Give the employee the duplicate copy of the completed form. (If the employee is not available, the supervisor will send a copy of the form by certified mail to him/her at his/her last known address.)
   G. Send the original copy to District Human Resources Division to be placed in the employee's personnel file.

7. **Additional Forms Which May be Used by the Supervisor:**
   A. A notice of outstanding work performance is available to provide a record of communication for outstanding work performance in regular, day-to-day activities or in an unusually difficult and/or emergency situation. A notice of outstanding work performance may be completed and filed at any time considered appropriate by the employee's supervisor.
   B. A notice of unsatisfactory service is available to:
      1. Provide a written record of an employee’s unsatisfactory service.
      2. Provide a written confirmation that the employee has been told of his/her unsatisfactory service.
      3. Prepare for further disciplinary action, such as suspension, demotion, or dismissal.
      This notice of unsatisfactory service is given to the employee whenever his/her services are unsatisfactory.

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

**DEFINITION OF COLUMNS**

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

b. **Meets Work Performance Standards:** A check in this column indicates that the employee’s work is satisfactory.

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

Performance Evaluation (Probationary)

1. Employees may rebut “Below Work Performance Standards” marks by submitting a written response to the Human Resources Division which will be attached to the Evaluation.

2. Employee may not appeal.

Performance Evaluation (Permanent)

1. Employee may rebut “Below Work Performance Standards” marks by submitting a written response to the Human Resources Division that will be attached to the Evaluation.

2. Employee may file a grievance for one (1) or more “Below Work Performance Standards” marks. Grievance may proceed through Third Step Only (See Performance Evaluation Procedure, Article 15.E.1.)

Notice of Unsatisfactory Service

1. Employees may rebut Notice by submitting a written response to the Human Resources Division which will be attached to the Notice.

2. Employees may file a grievance (See Performance Evaluation Procedure Article 15.E.1.)

Suspension, Demotion, Dismissal

1. Employee may not grieve Notice of Unsatisfactory Service which relates to a recommendation for a suspension, demotion or dismissal (See Performance Evaluation Procedure, Article 15.E.1.)

2. Permanent employees may appeal a suspension, demotion or dismissal to the administrator empowered to reverse the recommendation. (“Skelly Rights” - See Personnel Guide B466, B477, and B479).

3. Permanent employees may appeal suspension, demotion or dismissal to the Personnel Commission after the Board of Trustees has taken action. Probationary employees may not appeal (See Personnel Commission Rule 735).
### APPENDIX D SALARY RATES AS OF JULY 1, 2011

#### Crafts Classes

<table>
<thead>
<tr>
<th>Craft</th>
<th>Semi-Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>2762.25</td>
</tr>
<tr>
<td>Electrician</td>
<td>3015.42</td>
</tr>
<tr>
<td>Heating and Air Conditioning Technician</td>
<td>3087.63</td>
</tr>
<tr>
<td>Lead Carpenter</td>
<td>3074.58</td>
</tr>
<tr>
<td>Lead Electrician</td>
<td>3357.33</td>
</tr>
<tr>
<td>Lead Heating and Air Conditioning Technician</td>
<td>3436.50</td>
</tr>
<tr>
<td>Lead Painter</td>
<td>2864.04</td>
</tr>
<tr>
<td>Lead Plumber</td>
<td>3532.20</td>
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<tr>
<td>Locksmith</td>
<td>2762.25</td>
</tr>
<tr>
<td>Machinist</td>
<td>2911.89</td>
</tr>
<tr>
<td>Painter</td>
<td>2572.59</td>
</tr>
<tr>
<td>Plasterer</td>
<td>2924.07</td>
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<tr>
<td>Plumber</td>
<td>3173.76</td>
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#### Monthly Rate*

<table>
<thead>
<tr>
<th>Craft</th>
<th>Level 01</th>
<th>Level 02</th>
<th>Level 03</th>
<th>Level 04</th>
<th>Level 05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Equipment Mechanic</td>
<td>3794.77</td>
<td>4003.48</td>
<td>4223.67</td>
<td>4455.97</td>
<td>4701.05</td>
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<tr>
<td>Maintenance Planner and Scheduler</td>
<td>4963.70</td>
<td>5237.61</td>
<td>5524.73</td>
<td>5828.59</td>
<td>6149.16</td>
</tr>
<tr>
<td>Electronics Classes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Technician</td>
<td>4389.32</td>
<td>4630.73</td>
<td>4885.42</td>
<td>5154.12</td>
<td>5437.60</td>
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<tr>
<td>Electronics Technician</td>
<td>4389.32</td>
<td>4630.73</td>
<td>4885.42</td>
<td>5154.12</td>
<td>5437.60</td>
</tr>
<tr>
<td>Lead Technician, Electronics &amp; Computer Technology</td>
<td>4885.42</td>
<td>5154.12</td>
<td>5437.60</td>
<td>5736.67</td>
<td>6052.18</td>
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#### Stage Classes

<table>
<thead>
<tr>
<th>Craft</th>
<th>Level 01</th>
<th>Level 02</th>
<th>Level 03</th>
<th>Level 04</th>
<th>Level 05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costume Maker (C and G basis)</td>
<td>2920.60</td>
<td>3081.24</td>
<td>3250.71</td>
<td>3429.49</td>
<td>3618.12</td>
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<tr>
<td>Costume Maker</td>
<td>3176.16</td>
<td>3350.85</td>
<td>3535.14</td>
<td>3729.58</td>
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<td>Performing Arts Technician</td>
<td>3878.89</td>
<td>4092.23</td>
<td>4317.30</td>
<td>4554.76</td>
<td>4805.27</td>
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</table>

#### Studio Classes

<table>
<thead>
<tr>
<th>Craft</th>
<th>Level 01</th>
<th>Level 02</th>
<th>Level 03</th>
<th>Level 04</th>
<th>Level 05</th>
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</thead>
<tbody>
<tr>
<td>Broadcast Engineer</td>
<td>5437.60</td>
<td>5736.67</td>
<td>6052.18</td>
<td>6385.05</td>
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<td>Projectionist</td>
<td>4574.17</td>
<td>4825.75</td>
<td>5091.16</td>
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<tr>
<td>Projectionist (G basis)</td>
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<td>4437.47</td>
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<td>4939.01</td>
<td>5210.66</td>
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<tr>
<td>Sound Engineer</td>
<td>4885.42</td>
<td>5154.12</td>
<td>5437.60</td>
<td>5736.67</td>
<td>6052.18</td>
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<tr>
<td>Sound Engineer (G basis)</td>
<td>4492.34</td>
<td>4739.42</td>
<td>5000.09</td>
<td>5275.09</td>
<td>5565.22</td>
</tr>
</tbody>
</table>

Above rates are A Basis except where noted

*Each Salary Warrant for will be half the amount of the monthly rate listed above, payable in 2 semi-monthly pay checks.*
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 Insurance Section, Business Services 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 sex and 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 Article 27IA, 2 or IIIC, 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 Insurance Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.

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.
Form: Affidavit of Domestic Partnership

Form: Declaration of Termination of Domestic Partnership

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

Access the Affidavit of Domestic Partnership
Access the Declaration of Termination
APPENDIX F GRIEVANCE FORM

INSTRUCTIONS: Sections 1 through 9 must be completed by the grievant (please type or print). One copy of this form must be submitted to the respondent. The appropriate grievance procedure for your respective unit must be followed.

1. Grievant: (Full Name):

2. Location:

3. Job Title (Position)  4. Employee No.

5. Name (s) of Representatives, if any

6. Office or Department

Name(s)

Organization

GRIEVANCE

1. Step 1 Authority

Name ____________________________ Job Title ____________________________

2. Clearly and concisely state your grievance: (attach additional sheets if necessary.)

3. Clearly and concisely state your remedy: (attach additional sheets if necessary.)

Signature of Grievant ____________________________ Date ____________________________

RESPONDENT: Clearly and concisely state the reason for your decision on a separate sheet and send a copy with this form to the Human Resources Division Office of Employer Employee Relations.

LACCD Form C2024-1   1/92
MEMORANDUM OF UNDERSTANDING

Formation of a Joint Labor/Management Task Force
To discuss Apprenticeship Programs for
Building and Construction Trades Employees of the LACCD

As part of the 2011-2014 Tentative Agreement between the Los Angeles Community College District and the Los Angeles/Orange Counties Building and Construction Trades Council, the parties agree to form a Joint Labor/Management Task Force for the purpose of exploring a apprenticeship programs for building and construction trades employees of the District.

The task force will be convened by June 2012, with a goal of implementing an apprenticeship program by June 2014.

The task force shall be comprised of:

Members appointed by the Council
Members appointed by the District

The task force shall meet monthly or as needed to explore the parameters of apprenticeship programs, how they operate, how employees are enrolled, expected outcomes, expected costs to the District and the Council

The task force shall make a joint recommendation to the Board and the Chancellor.

6/19/12
Date

For the Council:

Jim Adams, Business Representative

For the District:

Daniel J. LaVista, Chancellor
Agreement

between the

Los Angeles Community College District

and the

Los Angeles College Faculty Guild
Local 1521, CFT/AFT, AFL-CIO

July 1, 2011 through June 30, 2014
The officially executed agreement between the District and the Los Angeles College Faculty Guild, Local 1521, CFT/AFT, AFL-CIO, is on file in the office of Employer-Employee Relations and in the office of the Guild. This copy is provided for personnel use only. All official rulings and interpretations shall be made from the officially executed copy.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article 1, Preamble</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 2, Exclusive Representative</td>
<td>2</td>
</tr>
<tr>
<td>Article 3, The Faculty Unit</td>
<td>2</td>
</tr>
<tr>
<td>Article 4, Academic Freedom</td>
<td>3</td>
</tr>
<tr>
<td>Article 5, Collegiality in the Workplace, Non-Discrimination and Non-Reprisal</td>
<td>3</td>
</tr>
<tr>
<td>Article 6, General Provisions</td>
<td>4</td>
</tr>
<tr>
<td>Article 7, Board of Trustees Rights and Responsibilities</td>
<td>5</td>
</tr>
<tr>
<td>Article 8, AFT Rights</td>
<td>5</td>
</tr>
<tr>
<td>Article 9, Work Environment</td>
<td>7</td>
</tr>
<tr>
<td>Article 10, Calendar</td>
<td>10</td>
</tr>
<tr>
<td>Article 11, Holidays and Vacation Days</td>
<td>13</td>
</tr>
<tr>
<td>Article 12, Class Size</td>
<td>14</td>
</tr>
<tr>
<td>Article 13, Assignment</td>
<td>16</td>
</tr>
<tr>
<td>Table A</td>
<td>27</td>
</tr>
<tr>
<td>Table B</td>
<td>36</td>
</tr>
<tr>
<td>Article 14, Assignments, Additional and Coaching</td>
<td>37</td>
</tr>
<tr>
<td>Article 15, Assignment, Summer and Winter Intersessions</td>
<td>42</td>
</tr>
<tr>
<td>Article 16, Adjunct Assignments, Retention and Seniority</td>
<td>52</td>
</tr>
<tr>
<td>Article 17, Department Chairs and Departments</td>
<td>59</td>
</tr>
<tr>
<td>Article 18, Reassigned Time</td>
<td>68</td>
</tr>
<tr>
<td>Article 19, Evaluation</td>
<td>69</td>
</tr>
<tr>
<td>Article 20, Resignation</td>
<td>78</td>
</tr>
<tr>
<td>Article 21, Faculty Service Areas</td>
<td>80</td>
</tr>
<tr>
<td>Article 22, Retirement</td>
<td>81</td>
</tr>
<tr>
<td>Article 23, Professional Growth</td>
<td>83</td>
</tr>
<tr>
<td>Article 24, Personnel Files</td>
<td>85</td>
</tr>
<tr>
<td>Article 25, Leaves</td>
<td>86</td>
</tr>
<tr>
<td><strong>A. General Policy on Leaves of Absence</strong></td>
<td>86</td>
</tr>
<tr>
<td><strong>B. Bereavement Leave (Mandatory)</strong></td>
<td>88</td>
</tr>
</tbody>
</table>
C. Exchange Leave (Optional) 88
D. Governmental Order Leave including Jury Duty (Mandatory) 89
E. Illness Leave (Mandatory) 90
F. Industrial Accident Leave (Mandatory) 96
G. Assault and Battery Leave (Mandatory) 97
H. Organization Leave (Optional-Mandatory) 98
I. Personal Necessity Leave (Optional) 98
J. Load Credit Leave (Mandatory) 100
K. Family And Medical Leave (Mandatory) 101
L. Maternity/Paternity Leave (Mandatory) 102
M. Pregnancy Disability Leave 103
N. Military Leave (Mandatory) 103
O. Work Experience Leave (Optional) 103
P. Sabbatical Leave (Mandatory) 105
Q. Unpaid Leaves of Absence 106
R. Leave Reports 108
Article 26, Pre-Retirement Reduction in Workload Program 108
Article 27, Master Benefits Agreement 112
Article 28, Grievance Procedure 128
Article 29, Salary 133
Article 30, Wage-Step Placement 134
Article 31, Column Placement 135
Article 32, Committees 135
Article 33, Replacement and New Faculty Positions 137
Article 34, Transfers 138
Article 35, Reassignment Including Position Leave 143
Article 36, Other Benefits 144
Article 37, Agency Shop 145
Article 38, Noncredit Faculty 146
## TABLE OF CONTENTS

### Article 39, Load Banking
- Page 147

### Article 40, Distance Learning
- Page 150

### Article 41, Intellectual Property
- Page 153

### Article 42, Tenure Review and Evaluation of Contract (Probationary) Faculty
- Page 158

### Article 43, Adjunct Faculty Pay Principles
- Page 167

### Article 44, Clerical/Technical Support
- Page 169

### Article 45, Agreement, Conditions and Duration
- Page 170

### Miscellaneous Items
- Page 171

## APPENDICES:

- **Appendix A, Salary Schedules**
  - Page 174

- **Appendix B, Employee Grievance Form**
  - Page 183

- **Appendix C, Evaluation Forms**
  - Page 184

- **Appendix D, Definitions**
  - Page 226

- **Appendix E, Seniority Lists**
  - Page 233

- **Appendix F, Faculty Service Areas**
  - Page 242

- **Appendix G, Video Display Terminals Policy**
  - Page 249

- **Appendix H, Class Codes**
  - Page 253

- **Appendix I, Domestic Partner Policy for Health Insurance**
  - Page 255

- **Appendix J, Request for Approval and Payment for Adjunct Ancillary Activities**
  - Page 261

- **Appendix K, Load Banking Form**
  - Page 262

- **Appendix L, Selected MOU's**
  - Page 263

- **Appendix M, Calendars 2012-13, 2013-14 and 2014-15**
  - Page 277

- **Appendix N, Annual Load Form**
  - Page 290

- **Appendix O, Prohibited Discrimination and Harassment Policy**
  - Page 291

- **Appendix P, Top Codes Linkages and Map**
  - Page 292

- **Appendix Q, Faculty Duties/Obligations/Activities**
  - Page 294

- **Appendix R, Seniority/Priority List Templates**
  - Page 295

## INDEX
- Page 300
The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board), and the Los Angeles College Faculty Guild, Local 1521, AFT/AFL-CIO (hereafter referred to as the AFT), join in dedication to the students and community they serve and hereby enter into this Agreement in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Los Angeles Community College District (hereafter referred to as the District).
Article 2

Exclusive Representative

The Board of Trustees hereby recognizes that the AFT was certified by the Public Employment Relations Board as the exclusive representative for the Faculty Unit in accordance with the California Educational Employment Relations Act, Government Code Section 3540-3549.3.

Article 3

The Faculty Unit

The Faculty Unit shall include all full-time and part-time faculty employees including, but not limited to, those categories listed below and all persons serving as substitutes in those categories. For a complete list of class codes and titles in the Faculty Unit see Appendix H. The Faculty Unit may be modified in accordance with the rules and regulations of PERB. Any such approved modification automatically becomes a part of this Agreement.

Instructor
Counselor
Instructor-Advisor
Librarian
Nurse
Disabilities Specialist
Learning Disability Specialist/Instructor
Athletic Director
Child Development Center Teacher
Coach, Head Walk-On
Director, Child Development Center
Director, Nursing Program
Department Chair
Instructor Special Assignment
Consulting Instructor
Faculty Representative
Academic Freedom

The Faculty shall have the academic freedom to seek the truth and guarantee freedom of learning to the students.

Collegiality in the Workplace, Non-Discrimination and Non-Reprisal

The Board and the AFT shall strive to promote a collegial and non-hostile work place for all district employees.

Further, the Board and the AFT agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, political beliefs, political activities, political affiliations, marital status, or disability as defined by the Americans with Disabilities Act. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.

Faculty concerns regarding discrimination, retaliation, and hostile work place should be brought to the attention of the appropriate vice president or compliance officer for investigation and remediation, which could include the use of a mediator.

Reprisals of any nature shall not be taken against faculty members for exercise of their union rights.
A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

B. All public, non-confidential written information of the District provided in reports to management or the Board of Trustees shall be provided to the AFT upon issuance without specific request, provided such report is on a standing request list maintained by the AFT. All public, non-confidential written information given general distribution to management necessary for the enforcement of the contract shall be provided to the AFT upon issuance and/or distribution. In compliance with Government Code Section 54957.5, all Board agendas and other writings of the District distributed to the Board of Trustees in connection with a matter subject to discussion or consideration at a public meeting of the Board, except for those writings exempt from public disclosure under Government Code Sections 6253.5, 6254, or 6254.7, shall be made available to the AFT pursuant to Government Code Sections 6253 and 6256 without delay.

C. The Board shall not discriminate against faculty members or applicants for faculty positions because of their membership in the AFT or because of their exercise of other rights to meeting and negotiating as provided by law.

D. This Agreement shall modify, replace or add to any policies, rules, regulations, or procedures of the Board and the District which shall be contrary to or inconsistent with any provisions of this Agreement. The Board or its representatives shall take no action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment in effect at the time of this Agreement’s execution and which is not superceded by this Agreement without consulting with the AFT in a good faith effort to reach agreement.

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

F. In the event that any provisions of this Agreement are or shall be at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

G. Rights and benefits of faculty members as set forth in this Agreement shall be made part of any individual contract of employment when and if issued to any faculty member.
Article 7

Board of Trustees Rights and Responsibilities

The Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority established in California Government Code Sections 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision (including the right to observe classroom activity after prior notice is given to the instructor in writing at any time during the semester or term of the observation), and control of the Los Angeles Community College District operations, working force and facilities are vested in the Board of Trustees. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct and control the District business operations and working force; to hire, transfer, and lay off employees, and to suspend employees in accordance with Education Code Section 87668 or discharge employees for the just causes listed in Education Code Section 87732; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the Board of Trustees of the Los Angeles Community College District.

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

Article 8

AFT Rights

A. Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Sheltered Annuities (TSA), COPE, legal defense, IRC-125 accounts, and insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.

B. The AFT shall have the right of access at reasonable times to areas in which faculty members work, the right to use institutional bulletin boards, mailboxes, faculty college-wide email, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the AFT. Rules relating to civic center permits shall apply to AFT meetings except AFT is not required to have a civic center permit and is not required to pay for the permit except as indicated above if additional costs to the District are incurred. Meetings which could include political rallies may be sponsored by AFT provided that all advertisements are clearly identified that AFT is the sponsoring organization.
C. The AFT shall be entitled to representatives at all Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules. AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.

D. Subsequent to mutual agreement on the format, preliminary copies of this Agreement shall be available in electronic form within thirty (30) days and final versions printed at the shared expense of the parties within ninety (90) days after it is ratified by the faculty and approved by the Board. A copy shall be distributed by the AFT to each faculty member now employed. The District shall distribute a copy to all new full time and adjunct faculty members as part of the faculty hiring process.

E. Upon written request of AFT, the Board shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the AFT to process any grievance or complaint. The Board shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the Faculty Unit based on current information in District computer files. The District shall provide the AFT a copy of the database documentation maintained by its technical staff. Corrected documentation shall be provided to the AFT as it becomes available. In addition, the District shall provide to the AFT by the fifth week of each semester, lists of all faculty with active assignments by discipline both District-wide and by campus/worksite.

F. At the close of each pay period, the District shall provide the AFT with a list of all newly employed and newly terminated faculty members. Addresses, telephone numbers and location shall be provided in electronic form to the AFT by the District as soon as possible. All AFT access to District data in electronic form shall be via extract files. The AFT shall, at its request, be provided access to the LACCD network to include use of E-mail as an addressee, Internet access, and limited file transfer, but not including timesharing, or other services such as word processing. Access to the appropriate District administrative systems shall be provided as agreed to in consultation between the AFT and the District. The AFT shall bear the cost of one-time (startup) charges and monthly charges associated with implementing and maintaining such network access.

G. Designated representatives of the Board and the AFT shall meet on a mutually agreed-upon date, place and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Both parties may submit an agenda for discussion.

H. The college president, or designee, and the designated campus AFT representative shall meet on a mutually agreed-upon date, place and time at least once a month for the purpose of reviewing the administration of the Agreement articles relating solely to campus matters. Both parties may submit an agenda for discussion.
I. Upon written request of the AFT at least six (6) weeks in advance of the beginning of any semester, the Board shall grant a maximum of 8.5 FTE of D basis released time with pay as designated by the AFT. Such reduced load privilege is for the purpose of facilitating the AFT’s processing of grievances and the implementation of the Agreement.

J. Any adjunct faculty member may be elected or appointed as an officer, representative, or delegate to a bargaining agent AFT position that normally carries released time (and/or compensation by the AFT) when held by a full-time faculty member. When this occurs, the adjunct faculty member shall be assigned the agreed upon number of hours in a non-classroom adjunct rate or supplemental instructor assignment. This assignment shall be separate from any adjunct rate teaching assignment(s) under Ed. Code 87482.5(a) he/she may have and shall be considered ancillary service as per Education Code Section 87482.5(c). The elected and/or appointed adjunct faculty member shall be assigned a schedule that, to the extent possible, allows him or her to carry out his or her duties and responsibilities as a bargaining unit representative and an adjunct faculty member. The college administration shall work with the AFT representatives to coordinate the assignment of the elected or appointed adjunct instructor in a reasonable manner.

**Article 9**

**Work Environment**

A. The District shall provide conditions for a safe, healthful and sanitary work environment conducive to effective teaching and learning. This shall include sanitary and adequately maintained restrooms and other comfort facilities. Faculty work environments should be maintained with routine scheduled maintenance and cleaning, including such cosmetic maintenance as painting and flooring.

B. **Faculty Office Space**

Whenever available, faculty office space shall be assigned as follows:

1. Full-time faculty shall be provided with office space that includes a desk, a chair, access to a computer with internet and intranet (including Portal/ESS) access, a telephone with voice mail and secure file and storage equipment.

2. Department chairs and counselors should be assigned offices that provide both visual and auditory privacy, in addition to the items in B.1.

3. AFT chapter presidents and grievance representatives should be assigned offices that are private whenever available, in addition to the items described in B.1.

4. Adjunct faculty shall have access to office space that includes a desk, a chair, a computer with internet and intranet (including Portal/ESS) access, a telephone with voice mail, and secure storage space. Department chairs shall take appropriate action to fulfill the District’s responsibility to provide such office space. If individual departments cannot provide office space with these items, the college shall, as soon as practicable, provide an adjunct faculty office on campus that meets these requirements.
C. Instructional and Technical Support

The District shall provide instructional supplies, reprographic, multimedia, and computer services (including internet and intranet [including Portal/ESS] and e-mail access, and technical support) to all faculty in a manner that meets their instructional needs (including availability for evenings and weekends and satellite locations, and to the extent practicable, at outreach locations) or provide email access for reprographic orders; use of such services shall be limited to district instructional activities only. Each college should develop a plan for replacement and upgrading of technology and software.

The District shall provide all faculty with access to assigned classroom space, regardless of assignment location, by issuing appropriate keys or making provisions for unlocking doors by the first class meeting (or first day of the assignment for non-classroom faculty) and continuing to ensure the door is unlocked before the class meeting time unless a key is provided.

D. The District and the faculty shall conduct all activities on campus in accordance with established health, safety, fire, and applicable OSHA and ADA regulations.

E. Each campus shall establish a Work Environment Committee (WEC) composed of faculty members designated by the AFT chapter president, administrators designated by the college president and other employees as designated by their contracts with the District. Faculty members shall comprise at least 50% of the whole committee. Faculty members shall also total at least twice the number of administrator members. The chairperson of the College WEC shall be one of the faculty members and shall be elected by the committee. The chairperson will be reassigned up to a .2 FTE. The term of office shall be two (2) years. Training in risk management shall be provided to assist committee members.

The WEC shall recommend policy and monitor all work environment matters including, but not limited to: grounds and facilities, parking, classroom conditions, allocation and conditions of faculty office space, air quality, temperature control, day and night lighting, VDT usage, health, sanitation and safety (including visible presence of sheriffs and adequate response rates to emergency situations), and progress toward the District’s sustainable building efforts and other “green” practices. To promote the goal of improving the quality of the work environment, the WEC shall develop recommendations regarding work environment issues and then seek to reach agreement with the administration so that the administration may implement these recommendations. Such recommendations shall be considered for implementation in the development of the annual college budget. The Work Environment Committee shall track its recommendations and report the results to the faculty.

At the request of WEC, the president or designee shall provide:

- A copy of the quarterly report on projects underway
- Reports on progress and status of WEC recommendations
- A comprehensive emergency plan annually
- Information related to OSHA and ADA compliance
- Classroom occupancy and hazardous materials information and signage
The chairperson of the WEC shall serve as liaison and mediator between the college president or designee and faculty on work environment issues, problems, and conflicts. The chairperson, with the assistance of the other committee members, will be responsible for performing the following duties:

1. Organizing WEC meetings, establishing meeting agendas, and keeping meeting records.
2. Conducting periodic examinations of college facilities to identify issues related to the WEC's role and to assist in monitoring the quality of the work environment.
3. Assisting the college administration's efforts to implement policies or procedures recommended by the WEC.
4. Participating on committees or task groups established to help program or design new facilities, or to develop plans regarding the renovation of existing facilities, including plans for office and storage space.
5. Coordinating or directing the college's procedure for allocating faculty office space.

F. In addition to its other responsibilities, the WEC shall develop and recommend standards regarding the provision of faculty office space and storage, which shall be applicable when new buildings are designed for construction on campus or existing buildings are substantially renovated.

G. Smoking shall be prohibited in all buildings occupied for District use according to district and state policies.

H. Video Display Terminal (VDT) Policy

1. Any faculty member working ten (10) hours or more per week on campus at a VDT on tasks related to his/her assignment shall be provided access to work stations, equipment, working conditions and other benefits which meet state-of-the-art ergonomic standards as specified in Appendix G.
2. Faculty VDT users as defined in F.1. above shall be afforded the opportunity, upon request, for training and education as outlined in Appendix G.
Academic Calendar and Flexible Calendar Program

The academic calendar shall serve the educational and workplace needs of the students and the district community service areas that comprise the Los Angeles Community College District. A myriad of factors contribute to enrollment demands at each of the colleges. These factors include but are not limited to differences in student population, service area needs, feeder high school calendars, customized articulation and transfer agreements with local baccalaureate granting institutions and competition from neighboring community colleges.

A. The default academic calendars for the 2012-2013, 2013-2014 and 2014-2015 academic years are those set forth in Appendix M. If a college wishes to establish a calendar other than those contained in Appendix M it may do so subject to meeting all legal requirements, the approval of the College Calendar Committee (see below), the AFT, and the District.

B. Colleges desiring to change to a different calendar shall follow these steps:

1. A college may begin the process of selecting a different calendar option by forming a Campus Calendar Committee. This committee shall be composed of equal representation from the AFT, Academic Senate and administration. Representatives from the Associated Student Organization, staff, and community may be invited to participate.

2. The Calendar Committee shall conduct an assessment of the educational and workplace needs of the college's students and local community service area. This assessment shall serve as the basis for recommending a calendar option that meets the college's needs.

3. The recommendation of the Calendar Committee and assessment of needs report shall be submitted to the college president and the AFT chapter president for final approval or disapproval. A decision shall be made no later than fifteen days from the date the Calendar Committee's recommendation and report were submitted.

4. Timeline: The calendar selection process must be completed no later than the start of the spring semester in order to be implemented in the fall of the next academic year. Whichever calendar option is selected and approved, it shall always be implemented in the fall of the next academic year.

5. Restrictions: No more than one calendar change in a three year period commencing with the first year of change shall be permitted.

C. Compressed Calendar Protocols and Guidelines. (As used in this section, the term “compressed calendar” refers to any calendar for the primary fall or spring terms that is fewer than eighteen weeks in length.)

1. The following general principle applies to compressed calendar assignments: working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he/she were working on a regular 18-week calendar.
2. Classes offered during a compressed calendar will be managed to conform to Carnegie Unit requirements. (See Board of Trustees’ Administrative Regulation E-97, www.laccd.edu/admin_regs/documents/ERegs/E-97.doc)

3. Unless otherwise agreed by the college, the default calendar for C basis librarians shall be the same as the classroom faculty at their college. At colleges where librarians follow the compressed calendar, winter intersession librarian assignments shall be considered extra or adjunct assignments and Article 15 shall apply. C basis counselors, child development center teachers and other C basis non-classroom faculty will work on either the applicable compressed calendar (with scaling) set forth in Appendix M, or the non-classroom academic year calendar (without scaling) set forth in that appendix, as agreed to at the college. To effect such an agreement, the faculty in a non-classroom department may propose (with the concurrence of the department chair) that the C basis department members shall all work on the compressed calendar or all work on a “traditional” calendar. The department chair will notify the AFT chapter president of the department’s calendar proposal. If the department chair, the AFT chapter president, and the college president agree, the department’s proposal will be honored. The default for that year if there is no agreement will be the non-classroom academic year calendar. The process shall be concluded before the start of the fall semester.

D. Professional Development

1. Classroom Faculty. Classroom faculty will participate in staff, student and instructional improvement activities in lieu of part of regular classroom instruction for the number of Professional Development days specified in the academic calendars set forth in Appendix M. They may bank any or all of the Professional Development days except the mandatory on campus days indicated on the calendars. Classroom temporary adjunct faculty also have a professional development obligation. And, although not required to attend the on-campus opening day meeting, their participation at that meeting does qualify toward their professional development (flex) obligation; they should be invited and encouraged to participate.

2. Professional Development Rules and Practices. In the implementation of professional development days the following will apply:

   a. For full-time faculty teaching on a compressed calendar, the academic workday is 6.7 hours per day, and for the duration of this Agreement, the professional development obligation is 33.5 hours of professional development activity per academic year.

   b. For all classroom faculty with adjunct teaching assignments (temporary adjuncts and full-time faculty with additional assignments) the adjunct teaching professional development obligation for an academic year equals half the sum of the standard hours value of the fall assignment and the standard hours value of the spring assignment. The adjunct professional development obligation is not related to the days a class meets or the dates of the assignment, applying equally to all whose assignments have the same standard hours.

   c. The professional development obligation applies to nontraditional instruction such as PACE, TBA, DL, and noncredit, and regardless of whether the class is full semester or short term.
d. The professional development schedule will run from July 1 to June 30 each year, reporting once a year. Reports on professional development activity are due from faculty the day after the last professional development day of the spring, and final reporting will be completed by June 30.

e. The professional development obligation remains even though the designated professional development days shown on the calendar may occur outside of the payroll assignment. The faculty member is paid for the obligation as part of the total level pay issued over the term of the assignment for the class.

3. Non-classroom faculty. Non-classroom faculty working on the compressed calendar shall fulfill their required hours by either working or participating in professional development activities. The college president or designee, in consultation with the department chair and the faculty member, may require non-classroom faculty to participate in the fall mandatory on-campus day in lieu of performing their normal duties. Non-classroom faculty departments’ representation at the fall mandatory on-campus day is expected as long as adequate staffing for student needs is provided. Non-classroom faculty, including non-classroom temporary adjuncts, are entitled and encouraged to and should not be unreasonably denied the opportunity to participate in professional development activities as part of their regular assignment with approval of their department chair.

Attendance at conferences related to the performance of one’s duties is encouraged and should be permitted as long as the department’s duty obligations have been met. For non-classroom faculty, whenever possible, professional development activities shall be scheduled in a manner that will avoid conflicting with the periods during which full staffing is required under Article 11.D.2.b. Denial of attendance at conferences related to the performance of one’s duties shall only be made for compelling reasons. When such denials are made, alternate methods of acquiring the conference information shall be provided whenever possible.

If non-classroom faculty participate in approved professional development activities at times other than their assigned hours, they may take an equivalent amount of compensatory time off, up to the number of professional development days set forth in the academic calendar. Furthermore, any compensatory time off for approved professional development activities completed at times other than assigned hours shall be at the discretion of and subject to the approval of the department chair and the vice president or designee.

4. Planning Activities. The activities for the Professional Development days will be determined by the College Academic Senate in consultation with the college president.

a. Each college shall ensure that sufficient, high-quality enrichment activities are offered for faculty to fulfill their professional development obligation. The college will follow the California Community Colleges Chancellor’s Office Guidelines for the Flexible Calendar Program.

b. The date of the fall mandatory flex day should be one of the last two weekdays (Thursday or Friday) of the week before the start of the fall semester. The colleges will notify faculty of the selected date by September 30 of the preceding year.

E. Each non-classroom faculty member’s non-duty D-basis days shall be scheduled in a manner that will avoid conflicting with the periods during which full staffing is required under Article 11.D.2.b.
Holidays and Vacation Days

A. **Authorized Holidays.** Holidays are indicated by open circles on the calendars in Appendix M. They include: January 1, Martin Luther King Day, Lincoln Day, Washington Day, Cesar Chavez Day, the afternoon of the Friday of Spring Vacation week, Memorial Day, July 4, Labor Day, Admission Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, December 24, December 25, and December 31. (Admission Day to be observed on the first weekday preceding the observed December 31 holiday. Non-classroom faculty on D-basis can take Admissions Day as a floating holiday subject to the provisions of D.2 and E, below.)

B. **Authorized Vacation Days.** Vacation days are indicated by open squares on the calendars in Appendix M. They include: Saturday and Sunday following Thanksgiving, any Saturday or Sunday following a Friday holiday/vacation day and preceding a Monday holiday/vacation day, Winter Vacation, Spring Vacation, and at least one other day as indicated on the college calendar. Spring Vacation shall be a week not including the day on which Cesar Chavez Day is observed.

C. **Commemorative Days.** The Board and AFT jointly agree to recognize and observe commemorative days for individuals and/or groups who have historical or cultural importance.

D. **Faculty**

1. **Classroom Faculty**
   a. For classroom faculty paid at full or appropriate adjunct rate by assignment or by course(s) taught, the concept of “paid holiday” does not apply.
   b. For classroom faculty paid on the substitute schedule the concept of “paid holiday” does not apply.

2. **Non-Classroom Faculty**
   a. **Compensatory Time Off.** Any non-classroom faculty member who agrees to work and is assigned by the college president or vice chancellor to perform necessary services during a holiday, vacation day, or day that is not part of his/her assignment basis will be allowed compensatory time off after the service has been rendered. Such time off must be during the same academic year in which the service was rendered and must be at a time approved by the president or vice chancellor; no substitute will be provided during the period of compensatory time off for non-classroom employees. The employee requested to work by administrator, supervisor or management may receive cash payment at the employee’s discretion in lieu of taking compensatory time for working on a holiday or vacation day. C basis counselors shall have the option to work two weeks prior to the start of the fall semester and take compensatory time.

   b. Counselors shall provide full staffing, on days other than holidays, for the first two weeks of classes of the fall and spring semesters, for one week before the start of classes of the spring semester, and, if on D basis, for two weeks before the start of the fall semester.
c. Non-classroom adjunct faculty assigned a regular work schedule for a full semester or term are entitled to holiday and/or vacation pay when those days fall within their assigned regular work schedule. A regular work schedule is one such that:

i. the assignment begins at the start of a semester or term and ends at the end of a semester or term, and

ii. the work pattern is consistent throughout the semester or term; i.e. the faculty member will provide service to the District in a regular work schedule (e.g., M-W-F, 9am to 10am).

E. Floating Vacation Day(s). All full-time employees assigned to non-classroom teaching duties may elect, subject to the approval of the college president or vice chancellor, to take vacation days at a time other than when the vacation day is scheduled. These vacation days must be taken during the period of time such an employee is normally assigned.

F. Holidays and Vacation Days During an Illness Leave. Employees on illness leave on either side of a holiday/vacation day will not have the holiday/vacation time charged to illness pay allowances.

Article 12

Class Size

A. Each department shall, as a goal, maintain an average class size of 34 students at census. In no way is this goal intended as a device for calculations related to a reduction of class offerings. Class offerings are determined by an array of data including but not limited to student demand, articulation agreements, graduation requirements, facility limitations, equipment limitations and others.

B. The average class size shall be reduced if:

1. State or Federal laws or regulations or accrediting agencies such as that for Allied Health (or Nursing) restrict the teacher-student ratio for classes offered by the department, or

2. The facilities of the department or number of work stations, or where equipment, supervision or safety requirements restrict the size of the classes, or

3. The Chancellor grants an exception based upon the recommendation of the college president or his/her designee.

C. Departments exempted from the average class size under Section B.2. shall have their new average class size approved by the college president in consultation with the AFT chapter president. This information shall be provided to the AFT and the Office of Academic Affairs.
D. To ensure compliance with this Article, the college president must take such steps as are reasonable and consistent with the terms and conditions of this Agreement.

E. The college president or designee, in consultation with the department chair, shall establish class section enrollment limits in excess of the average class size to ensure compliance with this article and provide the information to the Office of Academic Affairs.

F. Responsibility for canceling classes because of low enrollment or low attendance shall rest with the appropriate vice president or designee, after consultation with the department chair and the faculty member involved whenever possible. Except as provided in Section G, the vice president may cancel a class for low enrollment at any time before the first class session if the number of students enrolled is fewer than fifteen. Similarly, the vice president may cancel the class for low attendance at any time during the first two weeks of the academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than the academic semester), if the number of students actually attending is fewer than fifteen.

G. The appropriate vice president or designee, in consultation with the department chair, may cancel an “advanced class” for low enrollment at any time before the first class session if the number of students enrolled is fewer than eight. Similarly, the vice president may cancel an “advanced class” for low attendance at any time during the first two weeks of the academic semester (or the first 10% of the term length for a class scheduled for a period that is shorter than the academic semester) if the number of students actually attending is fewer than eight. The college president or designee and the AFT chapter president shall, after consulting with the college Academic Senate president, determine which classes are “advanced classes” subject to this section.

H. Departments currently meeting or exceeding class size goals have the right to schedule their own classes within reasonable parameters established by the appropriate vice president or designee, in consultation with the department chair. (Examples of such parameters include, but are not limited to, the need to strike an appropriate balance between day and evening class offerings, and the need to coordinate schedules among departments, where appropriate). Scheduling in departments not meeting class size goals shall be done with the approval of the appropriate vice president or designee.

I. Beginning with the first class session, students may be added only with permission of the faculty member.
A. Assignment, Full-Time

1. Definitions

**Standard Hour.** A Standard Hour is equivalent to one hour per week for a standard semester of eighteen weeks. For shorter academic terms, actual hours of teaching or service (including, but not limited to, office hours) shall be appropriately compressed to conform to Carnegie Unit requirements and the following illustrative examples:

<table>
<thead>
<tr>
<th>Weeks in Term</th>
<th>Days of Instruction Fall</th>
<th>Days of Instruction Spring</th>
<th>Total Days of Instruction</th>
<th>Professional Development Days</th>
<th>Total Duty Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>85</td>
<td>86</td>
<td>171</td>
<td>4</td>
<td>175</td>
</tr>
<tr>
<td>15</td>
<td>75 - 77^1</td>
<td>75 - 77^1</td>
<td>152</td>
<td>5</td>
<td>157</td>
</tr>
</tbody>
</table>

**Compression for a 15 week term:**

\[
\frac{175}{157} = 1.11 \\
30 \text{ hours/week} \times 1.11 = 33.3 = 33 \text{ hours} 20 \text{ minutes} \rightarrow 33.5 \text{ hours} \\
35 \text{ hours/week} \times 1.11 = 38.9 \text{ hours} \rightarrow 39 \text{ hours} \\
5 \text{ office hours/week} \times 1.11 = 5.6 = 5 \text{ hours} 35 \text{ minutes}
\]

**Academic Year.** The academic year begins on July 1 and ends on the following June 30. An academic year includes the fall and spring semesters, any winter intersession scheduled during the year, and any summer sessions associated with the year for attendance accounting purposes. For the purposes of this Article, any course, or any Standard Hour of non-classroom work, that is assigned to a faculty member and explicitly designated as a part of his or her regular load shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load he/she has served for the academic year in which the assignment was completed.

**Annual Load.** A faculty member’s Annual Load obligation (as shown on the District Annual Load Form, Appendix N) to the District shall be met as defined below:

**Standard Annual Load.** Complete half of the annual assignment during the fall semester and the other half during the spring semester, with any extra assignments receiving extra pay. Unless a 10 month (C basis) faculty member requests and is authorized to serve a portion of his or her annual obligation during an intersession and/or as an overload, the faculty member’s annual obligation will be fulfilled during the fall and spring semesters.

^1 Sum of fall and spring days must equal 152 instructional days.
Non-Standard Annual Load. Complete the annual load with a combination of assignments (including overload/underload) in any term, fall, winter, spring or summer, with required advance approval by both the department chair and the vice president of Academic Affairs. A non-standard 'annual load' assignment must be completed during one academic year, from July 1 through June 30 of the following year. See Appendix N for the Annual Load Form. Faculty with non-standard annual load assignments are subject to all the related duties specified in section D 8 of this article.

2. Classroom Faculty Members. Each course in a college catalog shall be assigned a Standard Load Factor (SLF) which shall be calculated by dividing the Standard Hours for the course by the appropriate teaching load specified in Table A. Except as otherwise provided in this Agreement, full-time classroom faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Teaching Load for their disciplines each academic year.

3. Library Faculty. Each Standard Hour of work as a librarian shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time librarians paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for librarians each academic year. Library staffing levels shall be reviewed as part of the regular deliberations of the Faculty Hiring Prioritization Committee and in conjunction with the regular program review process to determine department progress toward meeting library staffing standards as stipulated in the California Code of Regulations Title 5 § 58724. Library department chairs shall be assigned as 12-month basis (D-basis) employees. Whenever libraries are open to provide library services to students, they shall be under the supervision of academic personnel as stated in the Education Code § 78103.

4. Counseling Faculty. Each Standard Hour of work as a counselor shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time counselors paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for counselors each academic year. Counseling staffing levels shall be reviewed as part of the regular deliberations of the Faculty Hiring Prioritization Committee and in conjunction with the regular program review process to determine department progress toward meeting the minimum counselor staffing standards contained in the California Code of Regulations Title 5 § 58732, and other professional resources.

5. College Nurses. Each Standard Hour of work as a college nurse shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time college nurses paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for college nurses each academic year.

6. Consulting Instructors. Each Standard Hour of work as a consulting instructor shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time consulting instructors paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for consulting instructors each academic year.
7. **Instructor Special Assignment.** Each Standard Hour of work as an instructor special assignment shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time instructors special assignment paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for instructors special assignment each academic year.

8. **Faculty Members Assigned to Teach in the Campus Learning Skills Center.** Each Standard Hour of teaching in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of learning skills center teaching by the appropriate work load specified in Table A. Except as otherwise provided in this Agreement, full-time campus learning skills center faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for campus learning skills center faculty members each academic year.

9. **Nursing Department Chairs/Program Directors.** Nursing Department chairs/program directors must take whatever actions are necessary to retain competency and recency (to maintain eligibility) for return to a full-time teaching position in nursing.

**Chair Election Process.** The Nursing Department chair is an elected position and earns the responsibility differential under the auspices of Article 17. Regardless of the size of the Nursing Department, the Nursing Department chair is reassigned 100% on D basis to departmental duties. To qualify as a candidate for Nursing Department chair, a nursing faculty member must provide a statement of candidacy, which should clearly list State mandated qualifications required for the position. The candidate(s) shall attach proof of these qualifications to the statement of candidacy.

**Program Director Selection Process.** If no nursing faculty member in the Nursing Department at the College possesses the State mandated qualifications for the position, or if no qualified candidate expresses the desire to run for the position of Nursing Department Chair, or an election does not result in a chair being elected, a formal selection process to select a Nursing Program Director in lieu of a department chair shall be conducted following the same procedure used to select full-time faculty.

To be considered as a Nursing Program director, the candidate must possess the State mandated qualifications for the position.

**Length of Term for Elected or Selected Position.** The selected director shall serve as a Consulting Instructor beginning July 1 of the next year for a period of three years. By May 1st of the third year, if at least one qualified (see above) nursing faculty member (including the Nursing Program director) expresses the desire to run as a department chair by a statement of candidacy, a departmental election shall be conducted.

If the departmental election results in a chair being elected, the Nursing Department chair shall assume his/her role as a chair for a three year period in the same manner as any other elected department chair and the former Nursing Program director shall retreat to the Nursing Department as nursing faculty, effective July 1st.
If no nursing faculty expresses the desire to run as a department chair or if the departmental election does not result in a chair being elected the Nursing Program director shall continue in his/her position for another three year term. The process described above shall be repeated every three years. In case a former Nursing Program director becomes elected department chair in a subsequent third year term and he/she is a candidate for a department chair position for a third three year term, any previous three year term served as program director shall count as a term, for purposes of counting consecutive terms. (See Article 17 B 5 h: To be elected to a third consecutive term, a department chair must receive 2/3 or more of the votes on the first ballot. If he/she does not receive 2/3 or more of the votes on the first ballot, his/her name shall be removed from the ballot).

10. **Child Development Center Directors and Teachers.** Each Standard Hour of work as a child development center director or teacher shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of child development center directing or teaching by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time child development center directors and faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for child development center directors and faculty members each academic year. Child Development Center directors shall be assigned as 12-month D basis employees.

11. **Disability Specialists.** Each Standard Hour of work as a disability specialist shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of disability specialist service by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time disability specialists paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for disability specialists each academic year.

12. **PACE**

a. **PACE Program.** The PACE program is an accelerated interdisciplinary program designed for working adults which presents a group of interrelated courses organized around a core theme each term. Curriculum is taught in an integrated manner with faculty collaboration across disciplines. Methods may include but are not limited to team teaching, instructional television, distance or distributive learning modalities, weekly discussion seminars and weekend experiential conferences. In each course where an instructor does not use team teaching, he/she will incorporate individual and group tutoring.

The PACE curriculum is presented in such a manner that students may complete an AA and seek a BA with seamless transfer to a university PACE program. The development of new interdisciplinary programs offered through PACE shall be done in cooperation with the involved departments.

Changes in and updates of the PACE curriculum and its delivery modes may evolve through the curriculum committee process as the need/demand arises.
b. PACE Faculty. Faculty assigned to PACE courses shall be monthly rate employees (including limited contract). Any portion of a faculty member’s PACE assignment that is in excess of a full-time assignment shall be paid at the adjunct rate consistent with Article 29. Such adjunct assignments shall not be considered as adjunct assignments with respect to Article 16. Faculty may also be employed under Article 16 in assignments supplementing the PACE program, but only with the permission of the college president and AFT chapter president; this does not authorize staffing the basic full-time positions in PACE with adjunct faculty. Employees once hired as contract employees in the PACE program are not eligible for reassignment outside the PACE program unless the president identifies compelling reasons for the reassignment and, on that basis, authorizes a reassignment outside the PACE program. Assignments in a winter intersession or summer PACE program shall not be considered intersession assignments for the purposes of Article 15, and work assigned in excess of a full-time assignment shall be paid at the adjunct rate consistent with Article 29, as described above.

c. PACE Faculty Selection. A college may elect to use the PACE Faculty Roster Selection Procedure (see PG B460) to select its temporary PACE faculty in lieu of the standard selection process. The determination to use this process in lieu of the standard selection process shall be made in consultation with the PACE program director, the relevant discipline/department chair and the vice president of Academic Affairs (or his or her designee). All three must agree. In doing so, the college adopts this alternate selection procedure, which complies with Board Rule, Chapter X, Article III, section 10304.2 and any relevant concomitant local processes.

d. PACE Directors. Each PACE director shall be given reassigned time equal to at least 60% of his or her normal teaching duties during all terms when PACE classes are in session. Directors who are responsible for multiple tracks shall be given 100% reassigned time during all terms when PACE classes are in session. If the president or his or her designee determines that the size, complexity and scheduling pattern of the college’s PACE program warrant it, the PACE director may be given an appropriate D-basis assignment to perform his or her director duties.

The PACE director shall serve as the chair and as a voting member in all PACE faculty evaluation and hiring committees, both full time and temporary. The majority of members on these committees shall be faculty in the disciplines involved. PACE directors shall be selected through applicable college faculty selection procedures, provided that the faculty members on the selection committee established under those procedures shall include representatives of the full-time PACE faculty, if any, and relevant department chairs based on the disciplines taught in the PACE program. Any evaluation of a director under Article 19 shall review both the director’s performance as a faculty member in the PACE program and his or her fulfillment of the responsibilities of the director assignment.

Each college shall provide clerical assistance to its PACE program.

e. Relationship of PACE Program Faculty to Academic Departments. Selection and evaluation of PACE Program faculty is a shared responsibility between the PACE director and the relevant discipline/department chair who also collaborates with the PACE director in the operation of the PACE Program. Chairs (and vice chairs where applicable) shall receive FTEP credit proportional to the PACE faculty member’s assignment for PACE faculty teaching courses in their department’s disciplines as provided for in Article 17 C.
f. Chairs (and vice chairs where applicable) shall receive supervision pay if they supervise and evaluate adjunct PACE faculty teaching courses in their department’s disciplines as provided in Article 17.F.6.

g. Implementation and/or Elimination of PACE Programs. PACE program implementation and/or elimination decisions shall be addressed in the same manner as any instructional program viability review process at the College. See Article 32.

h. Bridge Courses. Bridge courses used as a pre-requisite to PACE courses are not PACE courses and staffing for them is handled by the department chairs in whose departments the bridge course are offered. Bridge courses may be taught by full-time faculty members as part of their regular load in the department, or adjunct faculty members may be hired under the terms/conditions of Article 16 to teach bridge courses.

13. Faculty with Outreach assignments may need to conform to the calendar of the Outreach location and should be notified by administration of such adjustments in the offer of assignment.

14. Assignments/Scheduling for Weekend College, Outreach, Bridge, and PACE Courses. Weekend College, Outreach, Bridge, and PACE course scheduling is to be done by the program director (or appropriate administrator) in consultation with the department chairs in whose departments such courses are offered. Staffing of those courses should be arranged by the department chairs (in consultation with the directors of programs that have them).

B. Assignments, Fractional. Monthly rate employees who are assigned for less than full-time shall be assigned an appropriate percentage of a full-time Standard Teaching Load or Standard Work Load based upon the proportion that their fractional assignment is to a full assignment.

C. Assignments, Adjunct

1. An adjunct assignment shall not exceed 67% of a full assignment when averaged over the semester and the District shall have the authority to adjust or terminate assignments if the workload exceeds this limit. Beginning Spring semester 2009, faculty who hold only adjunct status may be assigned up to 67% of a full time load when averaged over the semester and the District shall have the authority to adjust or terminate assignments if the workload exceeds this limit.

2. An adjunct instructor may be assigned to a non-classroom adjunct rate or supplemental instructor assignment for the purpose of carrying out ancillary service as per Education Code Section 87482.5(c).

3. Adjunct faculty will be paid for teaching assignments on a “pay-by-course” basis using the Standard Teaching Hours associated with the assignment, rather than the actual hours served during the semester.
4. Each adjunct faculty member assigned to teaching duties and receiving a salary differential for office hours under this Article shall maintain a schedule of office hours each week at a reasonable time for student consultation. The faculty member shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member’s adjunct assignment. Upon request from the department chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The schedule shall include ten minutes of office hour for each Standard Hour that is a part of the faculty member’s adjunct assignment.

Illustration of compression of the office hour obligation during a compressed 15 week term:

3 standard hours/week x 1.11 = 3.33 = 3 hours 20 minutes —> 3.5 hours

3.5 hours x 10 minutes/hour = 35 minutes of office hour per week

Note: The salary schedule for adjunct classroom teachers shall include a salary differential for office hours that is payable to all adjunct faculty members who are assigned to teaching duties including adjunct faculty members who are also regular contract or monthly rate classified employees of the District but not regular or contract monthly rate faculty and administrators with adjunct assignments.

<table>
<thead>
<tr>
<th>standard hours</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>time* in minutes</td>
<td>10</td>
<td>20</td>
<td>35</td>
<td>45</td>
<td>55</td>
<td>65</td>
<td>80</td>
<td>90</td>
<td>100</td>
<td>110</td>
</tr>
</tbody>
</table>

*numbers rounded to closest 5 minutes

5. Compensation for Class Cancellation. When a class assigned to an adjunct instructor is cancelled after the start of the semester, he/she shall be paid for any time worked.

D. Assignments, Conditions and/or Exceptions

1. Normal Academic Workday and Workweek. The normal academic workday extends from 7 a.m. until 4 p.m., and the normal academic workweek begins at 7 a.m. on Monday and ends at 4 p.m. on Friday of any week of instruction during the regular academic year. Generally, the District will assign contract and regular faculty members to a schedule of classes or other scheduled duties that fall within the normal academic workday and workweek, but the District retains the discretion to assign faculty to other reasonable schedules necessary to meet the needs of the colleges and their programs.
2. **Workblocks.** For purpose of assigning and scheduling classroom faculty, the week shall be divided into workblocks consisting of the following twelve weekly periods: five “day” workblocks beginning at 7 a.m. and ending at 5 p.m. Monday through Friday; five “evening” workblocks beginning at 4 p.m. Monday through Friday; one workblock on Saturday; and one workblock on Sunday. Assignments that either begin or end within the overlapping period between 4 p.m. and 5 p.m. each weekday shall not be associated with both the “day” and “evening” workblocks, but rather with a single workblock: the “day” workblock if the assignment began before 4 p.m., or the “evening” workblock if the assignment ends after 5 p.m. Assignments that begin in the “day” workblock and end in the “evening” workblock shall be associated with both the “day” and “evening” workblocks only if the time elapsed between the beginning of the instructor’s earliest class on that day and the conclusion of the instructor’s latest class on that day exceeds seven hours.

3. **Compensation for Workblocks Beyond the Normal Academic Workday and Workweek.** If the District assigns a classroom faculty member to a schedule of classes or other scheduled teaching duties that regularly requires the faculty member to be on campus, or otherwise actively engaged in scheduled teaching duties, during six or more workblocks per week, each hour assigned to the faculty member in the workblocks designated by the appropriate vice president or designee as being beyond the fifth workblock shall (except for hours that are a part of an adjunct or additional assignment) be weighted by a factor of 1.5 for the purposes of calculating the faculty member’s load.

4. **Limits on Basic Scheduling Rules.** Notwithstanding anything in this Section to the contrary, no faculty member shall, without his or her agreement, be assigned:
   
   a. with a break of more than three hours in a given workblock unless the reasons for such an assignment are provided to the faculty member in writing; or
   
   b. to a schedule that provides a gap of fewer than ten hours between the end of an assignment on one day and the beginning of the next assignment on the following day; or
   
   c. to a schedule that requires the faculty member to be on campus, or otherwise actively engaged in scheduled duties, during more than five days per week, or (for classroom faculty) more than five workblocks per week. A faculty member may request in writing an assignment in excess of five workblocks and agree to waive his/her right to the additional load credit described in Section D 3 above with the written concurrence of the AFT chapter president.
   
   d. If, however, an instructor’s class is cancelled and fulfilling his or her schedule obligation results in an excess of five workblocks, he/she may choose one of the following:
      
      i. Bump the least senior person on an adjunct list in his/her discipline AND waive the extra workblock(s) compensation.
      
      ii. Exercise the option of underloading for that semester and overloading the next semester.
      
      iii. Exercise his/her option to spread his/her load out over intersession(s) as per the annual load provision of Section A. 1.
5. Teaching and Work Load Tables. Teaching and Work Load Tables. Tables A and B list the Standard Teaching Loads and Standard Work Loads that full-time faculty members, except those assigned to teach instructional television, shall be assigned. A faculty member’s Standard Teaching Load or Standard Work Load may be averaged over the life of this Agreement but, except as provided in Article 39 (Load Banking), may never vary by more than an accumulated total of 16.667% (5/30) of an annual Standard Teaching Load or 5% of an annual Standard Work Load. In the event that a faculty member who has a teaching assignment to be averaged over the life of the Agreement fails to have his/her load averaged, he/she may choose to be paid at the adjunct rate in effect at the conclusion of this Agreement, or upon retirement or separation from service, or extend the averaging into the next Agreement. In the event that a faculty member who has a teaching assignment to be averaged over the life of this Agreement goes on leave, the substitute, if any, may be assigned the teaching hours which would have been assigned to the faculty member on leave.

Notwithstanding the above provisions limiting overload and under load, for an instructor who has an overload equal to a portion of a class, the instructor may elect to be paid at his/her adjunct rate for that portion of a class provided that the AFT chapter president and the college president or his/her designee agree to such overpayment. If agreement is reached to pay for partial overload, said payment shall be exempt from the provisions of Article 16, and the payment shall be made during the pay period in which the partial class was taught. Such payment shall be exempt from the percentage limitation provided in Article 13.c.22.

6. Contract Courses. All faculty members assigned in programs for which the costs are fully or partially paid under contracts between the District and another party shall be assigned and compensated in accordance with the provisions of this Agreement. Article 15, summer and winter intersessions, and Article 16, Adjunct Rate Assignments, Retention and Seniority, shall not apply to contract courses except that, if a permanent or probationary faculty member is assigned to teach a contract course as part of an extra-duty assignment, or if any other faculty member who has seniority rights under Article 16 is assigned a contract class, he/she shall be granted credit for the course as if it were an assignment offered under Article 16, as applicable. If an employee is assigned to a contract course at the adjunct rate which extends into the summer intersession for more than five (5) weeks or the summer intersession portion is more than one half the time that such course occurs, he/she shall be paid according to the Summer Salary Schedule, if he/she is a regular employee.

When selecting a faculty member to teach a contract education course, the existing seniority lists shall initially be used, not necessarily in seniority order, in an effort to find a candidate that best meets the specific criteria in the proposed contract.

The collective bargaining agreement shall not apply to contracts for military education except for those individuals who gained contract or regular status with the District prior to their military education assignment.

7. Teaching Hours in New Disciplines. The Standard Teaching Loads in disciplines not listed in Table A, or Standard Work Loads for services not listed in Table B, shall be established as a result of mutual agreement in consultation between the Board and the AFT.
8. Related Duties

a. All monthly rate classroom faculty shall maintain a posted schedule of office hours per week at a reasonable time for student consultation based on the following table. A copy of the office hours shall be given to the vice president of Academic Affairs. (See Article 15 for office hour obligations during intersessions.)

<table>
<thead>
<tr>
<th>Standard Teaching Load From Table A</th>
<th>Standard Office Hours Per Week</th>
<th>Office Hours Per Week on Compressed 15 week Calendar</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 to 15</td>
<td>5</td>
<td>5 hr 35 min</td>
</tr>
<tr>
<td>18 and over</td>
<td>2</td>
<td>2 hr 15 min</td>
</tr>
</tbody>
</table>

Illustration of compression of the office hour obligation during a 15 week term:

5 office hours/week x 1.11 = 5.6 = 5 hours 35 minutes

b. All monthly rate classroom faculty shall be available for student consultation by appointment, upon request by the student.

c. In addition to their basic teaching assignment as defined in Section A, 8, all monthly rate faculty assigned to teach in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned five Standard Hours of related duties per week during each academic term.

d. It is the responsibility of all monthly rate faculty assigned under the provisions of this Article to be involved in college activities. These activities may include, but are not limited to, evaluation of student performance, curriculum development, sponsorship of co-curricular groups, college or District committee work, faculty meetings, or in-service training or professional development.

e. All monthly rate faculty should participate in the college’s annual commencement ceremony. Temporary adjunct faculty are encouraged to attend as well. Faculty attendance at commencement will count toward their professional development obligation (flex).

f. All faculty shall maintain accurate records of grades, attendance, and class exclusions in accordance with District policy, rules, regulations and procedures.

g. Permanent rosters, grade report forms, and exclusion rosters shall be given to the appropriate college administrator on or before the due dates established by the college president. The due date for the above mentioned rosters and forms shall not be less than eight (8) calendar days after the rosters and forms are distributed to the faculty. All grade report forms must be turned in no later than five (5) college work days (days the college is examination open for business) after the last day of the final period.

9. Contract Faculty Members. Contract faculty members hired from specific eligible lists shall be assigned in their eligible subject fields only.
10. **Regular Faculty Members.** A regular faculty member may be assigned to serve in a discipline other than the one in which such faculty member was hired provided the faculty member has the qualifications and is competent to serve in that discipline.

11. Only regular faculty members and contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment. First year contract faculty members may be so assigned only up to forty (40) percent of a full-time assignment; second year contract faculty members may be so assigned only up to sixty (60) percent of a full-time assignment; third and fourth year contract faculty members may be so assigned only up to eighty (80) percent of a full-time assignment.

The provisions of the preceding paragraph can be waived in special circumstances with the written authorization of the AFT chapter president at the college and of the president of the Guild. In the event such a waiver is agreed to, the following conditions must be met:

- a. An announcement of the position shall be circulated districtwide. Any contract or regular faculty member in the District or any part-time faculty member on a seniority list in the District who meets the qualifications and applies for the position should be considered for an interview.

- b. The selection/interview procedure must conform to the process defined for the college through collegial consultation with the college’s Academic Senate and as defined in Human Resource (HR) Guide R-120.

- c. The evaluation/tenure process must be in accordance with Article 42, Tenure Review and Evaluation of Contract (Probationary) Faculty.

- d. Except as otherwise provided by law, nothing in this section shall be construed as extending to a contract or regular faculty member who was initially hired as a Consulting Instructor or Instructor Special Assignment any right to reassignment to a department.

12. Regular faculty members and second year contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs.

13. Other faculty members may be initially hired and assigned as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs. No faculty member so initially hired and assigned shall be granted contract status based upon service in such a position.

14. Whenever possible, the college should list the actual names of all assigned full-time and adjunct instructors in the class schedule rather than using the notation of “staff.”

Whenever possible, college website and printed directories should list the names, departments, voicemail extensions, and e-mail addresses of all full-time and adjunct faculty.

Whenever possible, the college catalog shall list the names, disciplines, and degrees of all full-time and temporary adjunct faculty with seniority at the time of each catalog production cycle.

15. **Mileage Reimbursement.** Instructors shall receive mileage reimbursement as provided for by LACCD Board Rule. Chapter VII, Article V, Section 7500 (available at www.laccd.edu).
# TABLE A

## Classroom Faculty Standard Teaching Loads

<table>
<thead>
<tr>
<th>TOP Discipline*</th>
<th>TOP Code*</th>
<th>Discipline</th>
<th>Contract Load</th>
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<tr>
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<td></td>
<td>Per Semester</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Year</td>
</tr>
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</table>

### 01 Agriculture and Natural Resources

- 0101.00 Agriculture 18 36
- 0102.00 Animal Science 18 36
- 0102.40 Equine Science 18 36
- 0103.00 Plant Science 18 36
- 0109.20 Ornamental Horticulture 18 36
- 0115.10 Recreation 15 30

### 02 Architecture and Environmental Design

- 0201.00 Architecture 15 30
- 0201.01 Architectural Technology 21 42
- 0201.02 Landscape Architecture 15 30
- 0201.03 Architectural Interior 15 30
- 0201.04 Environmental Design 15 30

### 03 Environmental Sciences and Technology

- 0301.00 Environmental Science 15 30
- 0303.00 Environmental Hazardous Materials Technology 15 30

### 04 Biological Sciences

- 0401.00 Biology 15 30
- 0402.00 Botany 15 30
- 0403.00 Microbiology 15 30
- 0407.00 Zoology 15 30
- 0410.00 Anatomy 15 30
- 0410.01 Physiology 15 30
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<thead>
<tr>
<th>Discipline Code</th>
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<th>Per Year</th>
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<td>Finance</td>
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<td>Mortgage Finance</td>
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<td>Per Year</td>
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**10 Fine and Applied Arts**

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|                            |         |                                     |             |         |
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| 3007.02                   | Manicuring | 21     | 42     |
| 3009.00                   | Travel    | 15     | 30     |

| **49 Interdisciplinary Studies** |         |                                     |             |         |
|                                 |         |                                     |             |         |
| 4903.00                      | American Cultural Studies | 15 | 30 |
| 4903.00                      | Humanities | 15 | 30 |
| 4930.00                      | Non-Credit Older Adults   | 25 | 50 |
| 4930.12                      | Non-Credit Vocational Education | 25 | 50 |
| 4930.13                      | Personal Development     | 15 | 30 |
| 4930.20                      | Developmental Communication | 12 | 24 |
| 4930.30                      | Learning Foundations     | 15 | 30 |
| 4930.72                      | Learning Skills (Classroom) | 15 | 30 |
| 4930.72                      | Learning Skills Center   | 25 | 50 |
| 4930.72                      | Non-Credit Basic Skills  | 25 | 50 |
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Assignments, Additional and Coaching

A. An additional assignment is an assignment given to a faculty member in addition to his/her basic assignment.

B. Full-time faculty members may accept or reject the offer of an additional assignment.

C. Additional assignments may include, but are not limited to, assignments as a classified employee, an unclassified employee, an adjunct assignment, a professional expert, a community services employee, or a child development center employee.

D. Pay for additional assignments shall be in accordance with the appropriate District salary schedule for additional assignments.

E. Athletic Coaching

Athletic coaching assignments pursuant to E. 1 and E.3 below shall not be considered additional assignments. Contract or regular faculty members initially hired as athletic coaches are not eligible for reassignment from their coaching assignment to one in physical education or health classes without the approval of the college president or designee. The provisions of this paragraph shall not apply to those faculty members who were contract or regular on March 30, 1994.

1. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Head Coaches, except for Head Football Coach, shall be assigned in accordance with the conditions listed in Plan A listed below. Head Football coaches may be assigned in accordance with the conditions listed in Plan A or Plan B listed below. The Head Football Coach shall have the right to choose the plan under which he/she is assigned. Once the choice is made by the Head Coach, it cannot be changed during the current fiscal year.

a. Plan A

i. A Head Coach shall receive coaching pay equal to the appropriate Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A; head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training time for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor. It is recognized that payment of coaching stipends includes pre-season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for Head Coaches for possibly one, two or three weeks of playoffs are found in Appendix A; and

ii. have the class that is scheduled for the team sport to be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, towards their teaching load for only one semester per academic year for each sport.
b. **Plan B (Head Football Coach Only)**

i. A head football coach may choose to be assigned to the “D” basis;

ii. have the class that is scheduled for the football team be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, toward their teaching load during the fall semester;

ii. teach a full load of athletic related Physical Education classes during the summer intersession. The summer intersession article, Article 15, shall not apply to this assignment except the head football coach shall be charged with working during the summer(s) which will affect his summer intersession priority position in the future; and

iv. be required to take the 20 or more days of non-duty time during the summer period.

2. Head athletic coaches who are not regular (permanent) or contract (probationary) faculty members (walk-on head coaches) shall be designated as adjunct instructors and shall receive coaching pay equal to the appropriate Walk-On Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A for teaching and coaching physical education intercollegiate sports classes (500 level Physical Education courses) for the number of weeks the sport is officially sanctioned by the State Athletic Commission.

Walk-on head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for walk-on head coaches for possibly one, two or three weeks of playoffs are found in Appendix A. Article 16 does not apply to walk-on head athletic coaches.

The District and the AFT agree to consult with CaISTRS concerning appropriate retirement credit for these assignments.

3. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as assistant coaches shall receive their assistant coaching stipend and the assistant coaching assignment shall be counted as 5/18 of their teaching load for only one semester per academic year for each sport. Assistant athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor.
4. Athletic coaches who are not regular (permanent) or contract (probationary) faculty members who are assigned as assistant coaches (walk-on assistant coaches) shall receive coaching pay equal to the appropriate walk-on assistant coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A. Walk-on assistant athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport and for the number of weeks the sport is officially sanctioned by the State Athletic Commission. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for walk-on assistant coaches for possibly one, two or three weeks of playoffs are found in Appendix A. Although the Faculty unit does not represent them, walk-on assistant coaches paid in accordance with this section may resolve Article 14, Section E, disputes through Article 28, Grievance Procedure. A walk-on assistant coach may not file a grievance over any other term of this Agreement.

5. Each team shall have one head coach. The number of assistant coaches shall be recommended by the athletic director to the college president for approval. The number of assistant coaches exceeding the maximum below shall not be made without the approval of the athletic director and the college president.
   a. Football - six
   b. Basketball - two
   c. Track - two
   d. Baseball - two
   e. Softball - two
   f. Volleyball - one
   g. Soccer - two
   h. Swimming - zero or one depending on size of team
   i. Tennis - zero or one depending on size of team
   j. Cross country - zero or one depending on size of team
   k. Water polo - one
   l. Golf - zero or one depending on size of team
   m. Badminton - zero or one depending on size of team
   n. Wrestling - zero or one depending on size of team

6. Coaching and assistant coaching assignments are temporary assignments offered and/or terminated by the athletic director subject to the approval of the college president and may be terminated at any time by the college president. The reason(s) for termination shall be stated in writing.

7. The following chart summarizes athletic coaching compensation for the various types of coaching assignments described above.
Coaching Compensation

<table>
<thead>
<tr>
<th>Head Coach</th>
<th>Assistant Coach</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-Time</strong></td>
<td></td>
</tr>
<tr>
<td>Football 5/9 Load/semester/sport</td>
<td>All Sports 5/18 Load/semester/sport</td>
</tr>
<tr>
<td>1,2, or 3 week playoff stipend</td>
<td>1,2, or 3 week playoff stipend</td>
</tr>
<tr>
<td>D-basis choice-teach summer</td>
<td></td>
</tr>
<tr>
<td><strong>All Other Sports</strong></td>
<td></td>
</tr>
<tr>
<td>5/9 Load/semester/sport</td>
<td></td>
</tr>
<tr>
<td>Stipend</td>
<td></td>
</tr>
<tr>
<td>1,2, or 3 week playoff stipend</td>
<td></td>
</tr>
<tr>
<td><strong>Walk-On</strong></td>
<td></td>
</tr>
<tr>
<td>All Sports Stipend</td>
<td>All Sports Stipend</td>
</tr>
<tr>
<td>1,2, or 3 week playoff stipend</td>
<td>1,2, or 3 week playoff stipend</td>
</tr>
<tr>
<td>Adjunct status (no seniority)</td>
<td>Unclassified Status</td>
</tr>
<tr>
<td>STRS DBS or CB or PARS or Social Security</td>
<td></td>
</tr>
</tbody>
</table>

F. Athletic Directors

1. Colleges with an intercollegiate athletic program of four or more teams (combined men's and women's) are entitled to an athletic director who:
   a. Shall be reassigned a proportional 12 month (D-basis) assignment according to the following table:

<table>
<thead>
<tr>
<th># intercollegiate teams</th>
<th>reassigned time</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 to 6</td>
<td>.4</td>
</tr>
<tr>
<td>7 to 9</td>
<td>.6</td>
</tr>
<tr>
<td>10 to 12</td>
<td>.8</td>
</tr>
<tr>
<td>13 or more</td>
<td>1.0</td>
</tr>
</tbody>
</table>

   b. Shall receive the athletic director stipend listed in Appendix A in the following manner—one stipend per intercollegiate sport at the college except if the college offers football, that counts for two stipends.

2. Athletic directors may also be athletic coaches, provided the meeting/training times for the team does not overlap with the hours of service as the athletic director. If such an assignment is made, the athletic director shall:
   a. Receive the appropriate coaching stipend (see Appendix A) as an Athletic Coach, or
   b. Have the athletic team scheduled as part of his or her teaching load.
3. Athletic director assignments are temporary assignments made by the college president and may be terminated at any time by the college president. The reason(s) for termination and assignment end date shall be stated in writing.

4. The college president may grant reassigned time pursuant to Article 18 for the development of new athletic programs if the athletic director is not currently receiving any reassigned time.

G. Performance Coaches (Non-Athletic). Performance coaches (non-athletic) include, but are not limited to, forensic coaches, publication advisors, choral directors, orchestra or band directors, theater arts directors, dance directors, and fashion show directors. Compensation for faculty instructional time as performance coaches shall be addressed through the college’s curriculum process via the appropriate load designation for lecture-lab-activity hours as related to course Carnegie units.

H. Supplementary Pay. The college president may make additional assignments for supplementary pay for activities other than athletics. The supplementary pay rate shall be in accordance with the District’s salary schedule for supplementary pay.

I. Additional assignments compensated by coaching stipends shall be limited to no more than two stipends per semester.

Additional assignments for supplementary pay for activities other than athletics shall be limited to a maximum of forty (40) hours per pay period which includes Adjunct Assignments. Exceptions to the forty hour limit may be made upon request by the college president and approved by the vice chancellor, Division of Human Resources.

J. If the need arises, the parties agree to establish a committee to study and recommend changes relating to supplementary assignments. Said changes shall become effective on the date approved by the parties.

K. Instructors hired by semester to teach Individual Applied Music Instruction (Music 180), shall be compensated at the adjunct rate for the semester the instructor is employed. The provisions of Article 16 shall not apply to such assignment.
ARTICLE 15: ASSIGNMENT, SUMMER AND WINTER INTERSESSIONS

A. Definition and Conditions of Assignment

1. An intersession assignment is generally an extra or temporary assignment of a qualified candidate to serve during a summer or winter intersession. But if it is assigned to a faculty member as, and explicitly designated a part of, his or her regular load, it shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load he/she has served for the academic year in which the assignment was completed. Dates, durations, and number of intersessions may vary among colleges depending on the calendar under which the college is operating. The winter intersession period is between the last day of the fall semester and the first day of the spring semester. The summer intersession period is between the last day of the spring semester and the first day of the following fall semester. For the purposes of this article, assignments in a PACE program during an intersession period shall not be considered intersession assignments, and shall be paid at the preparation schedule rate consistent with Article 29, as described in Article 13.A.10. Hours assigned in excess of a full-time assignment shall be paid at the appropriate adjunct rate.

2. Colleges shall attempt to fill all available intersession assignments no later than the end of the 12th week of the semester prior to the intersession being planned. The following timelines should be adhered to in order to meet this goal:

   End of 3rd week: Notices to faculty to determine availability
   End of 4th week: Chairs establish and submit to the supervising dean priority lists by discipline
   End of 6th week: Initial offers of employment made to faculty
   End of 8th week: Response from faculty due to chairs
   End of 12th week: All assignments filled by this date

Faculty members who receive an offer of employment for an intersession shall accept or decline within two weeks of the date the offer was made. Refusals subsequent to an acceptance that occur after the deadlines will be counted as though they had been assigned in calculating subsequent intersession priorities unless adequate reasons for the refusal are submitted in writing and approved by the Intersession Committee. These reasons would include emergencies or circumstances the faculty member could not have known about at an earlier date.
3. Time served on intersession assignments does not count toward tenure, salary advancement or service requirements before or after a leave of absence unless the assignment was assigned to the faculty member, and explicitly designated as a part of, his or her regular load.

4. For the purposes of this article, a “full assignment” during an intersession shall be determined as follows:

   a. **Summer.** For summer classroom teaching assignments, a “full assignment” is 5 or 6 standard hours. For a probationary or tenured faculty member, the total pay for a full assignment is at the same salary factor as was used in the 1999-2002 Contract (80%). Beginning summer intersession 2009 instructors teaching their entire summer assignment in the first summer session will receive one paycheck at the end of that session corresponding to the July pay period; instructors teaching all other summer assignments will receive two level paychecks, one during the July pay period and one in the August pay period. If a probationary or tenured faculty member teaches in excess of the 5 or 6 standard hours during a summer session, he/she shall be paid at his or her adjunct teaching rate for the hours above the maximum listed for a “full assignment.” For C-basis non-classroom faculty, a “full assignment” shall be 6 hours per day when the standard work load in Article 13, Table B is 30 and 7 hours per day when that standard work load is 35. Non-classroom faculty shall be paid for these summer assignments using Standard Work Hours at their non-classroom adjunct rate. All faculty members who are not probationary or tenured shall be paid for summer credit classroom assignments at their regular adjunct rate, including the office hour differential. Classroom faculty paid at the adjunct teaching rate shall be paid for teaching assignments on a “pay-by-course” basis using the Standard Teaching Hours associated with the assignment rather than the actual hours served during the intersession. Classroom faculty who receive the office hour differential shall also be obliged to hold office hours.

   If a probationary or tenured faculty member teaches a fractional assignment of fewer than 6 standard hours (other than a class with value of 5 standard hours), he/she shall be paid for a fractional assignment with the total pay equal to the same fraction that the standard teaching hours bears to 6.

   b. **Winter.** For winter classroom teaching assignments, a “full assignment” is 5 or 6 standard hours. For C-basis non-classroom faculty, a “full assignment” shall be 6 hours per day when the standard work load in Article 13, Table B is 30 and 7 hours per day when that standard work load is 35. Non-classroom faculty shall be paid for these winter assignments using Standard Work Hours at their non-classroom adjunct rate. Classroom faculty paid at the adjunct teaching rate shall be paid for teaching assignments on a “pay-by-course” basis using the Standard Teaching Hours associated with the assignment rather than the actual hours served during the intersession.
c. Intersession Office Hours

The office hour requirement for an instructor teaching intersession varies depending on the intersession and whether the instructor is full-time or a temporary adjunct. The following table applies:

<table>
<thead>
<tr>
<th>Number of Standard Hours</th>
<th>Number of Office Hours per Week (rounded to closest 5 minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>35 minutes</td>
</tr>
<tr>
<td>2</td>
<td>1 hour 5 minutes</td>
</tr>
<tr>
<td>3</td>
<td>1 hour 40 minutes</td>
</tr>
<tr>
<td>4</td>
<td>2 hours 15 minutes</td>
</tr>
<tr>
<td>5 or 6</td>
<td>3 hours 20 minutes</td>
</tr>
</tbody>
</table>

5. The above rules regarding classroom faculty teaching loads will apply during intersessions unless the assignment is a part of:

a. the faculty member’s regular annual load; or

b. an approved load banking plan pursuant to Article 39. Classroom faculty who receive the office hour differential shall also be obliged to hold office hours.

6. Intersession assignments for travel/study programs shall be made for classes in which 15 students or more are enrolled. An enrolled student is one who has registered for a travel/study course and paid in full all travel and other charges. The administrator in charge of travel/study programs shall have the right to cancel at any time prior to the starting date of the class.

7. Intersession class size should be set at a level that promotes both sound learning and efficiency in the operation of the instructional program (see Article 12, Class Size).

8. For the purposes of this article, priority refers to a number on the Priority Calculation Table in B.5. Department chairs will maintain three Priority Number Lists for each department discipline; a list for monthly rate contract and regular faculty for winter, a list for monthly rate contract and regular faculty for summer, and a single list for summer and winter intersessions for temporary adjunct faculty who have seniority at the college under Article 16.

B. Priority. Each discipline has its own priority list for contract and regular faculty—that is, one list for winter and one list for summer, even though summer may have multiple sessions. Monthly rate contract and regular faculty at the college shall have their winter intersession assignments made separately from their summer intersession assignments.
Beginning in Fall 2011, each discipline will have a single Intersession Priority Number List for temporary adjunct faculty. Initial placement on the new Intersession Priority Number List shall be based on a temporary adjunct faculty member's position on the seniority list as of Fall 2011.

Assignments shall be made to the following groups in hierarchical order and shall provide each person assigned with an opportunity for a full assignment (as defined in A4 of this article) in priority number order:

1. Monthly rate contract and regular faculty at the college in a given discipline (from Table A of Article 13), teaching a portion of their regular fall or spring semester load during an intersession.

2. Monthly rate contract and regular faculty at the college including regular faculty at the college performing duties under an approved load-banking plan, as long as they are eligible according to the priority chart rules in Section B.5 below.

3. Temporary adjunct faculty who have seniority at the college under Article 16 (the relative priority within this category shall be determined as specified in Section B.6 below).

4. All others.

5. Except as provided in Subsection e (Priority Considerations), in category B.3 above, the priority rank of the individual faculty member will be determined as follows:

   a. Any assignment (except one made under Section B.1, above) anywhere in the District during an intersession that is between .4 and .6 of a “full assignment” for an intersession shall be deemed to be one-half of an intersession assignment in computing priority. Any such assignment which is less than .4 but more than zero percent shall be deemed to be one-fourth of an intersession assignment in computing priority. When the assignment is more than .6 of a “full assignment,” the faculty member will be credited with a full assignment for the purposes of computing priority. An assignment in the District wholly or in part at another campus or location, an assignment outside of the faculty member’s regular teaching field, or a non-teaching assignment shall be treated in the same manner as an assignment on campus, except as noted in d.(1).

   b. In establishing eligibility for intersession assignments, priority positions shall be given to those faculty members who have been without an intersession assignment for the greatest number of years, according to the Priority Calculation Table.

### Examples Of Intersession Priority

1 Indicates faculty member is charged with having taught full-time according to the above policy.

1/2 Indicates faculty member is charged with having taught one-half time.

1/4 Indicates faculty member is charged with having taught one-fourth time.

0 Indicates faculty member is not charged with having taught.
<table>
<thead>
<tr>
<th>Three Years Ago</th>
<th>Two Years Ago</th>
<th>One Year Ago</th>
<th>Priority Position Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1/4</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>0</td>
<td>1/4</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>1/4</td>
<td>4</td>
</tr>
<tr>
<td>1/2</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>1/4</td>
<td>1/4</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>1/4</td>
<td>0</td>
<td>1/4</td>
<td>7</td>
</tr>
<tr>
<td>0</td>
<td>1/2</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>0</td>
<td>1/4</td>
<td>1/4</td>
<td>9</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>1/2</td>
<td>10</td>
</tr>
<tr>
<td>1/2</td>
<td>1/4</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>1/4</td>
<td>1/2</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>1/2</td>
<td>0</td>
<td>1/4</td>
<td>13</td>
</tr>
<tr>
<td>1/4</td>
<td>1/4</td>
<td>1/4</td>
<td>14</td>
</tr>
<tr>
<td>1/4</td>
<td>0</td>
<td>1/2</td>
<td>15</td>
</tr>
<tr>
<td>0</td>
<td>1/2</td>
<td>1/4</td>
<td>16</td>
</tr>
<tr>
<td>0</td>
<td>1/4</td>
<td>1/2</td>
<td>17</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>1/2</td>
<td>1/2</td>
<td>0</td>
<td>19</td>
</tr>
<tr>
<td>1/2</td>
<td>1/4</td>
<td>1/4</td>
<td>20</td>
</tr>
<tr>
<td>1/2</td>
<td>0</td>
<td>1/2</td>
<td>21</td>
</tr>
<tr>
<td>0</td>
<td>1</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>1/4</td>
<td>1/2</td>
<td>1/4</td>
<td>23</td>
</tr>
<tr>
<td>1/4</td>
<td>1/4</td>
<td>1/2</td>
<td>24</td>
</tr>
<tr>
<td>0</td>
<td>1/2</td>
<td>1/2</td>
<td>25</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>1</td>
<td>26</td>
</tr>
<tr>
<td>1</td>
<td>1/4</td>
<td>0</td>
<td>27</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>1/4</td>
<td>28</td>
</tr>
<tr>
<td>1/4</td>
<td>1</td>
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<td>29</td>
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<tr>
<td>1/2</td>
<td>1/2</td>
<td>1/4</td>
<td>30</td>
</tr>
<tr>
<td>1/2</td>
<td>1/4</td>
<td>1/2</td>
<td>31</td>
</tr>
<tr>
<td>1/4</td>
<td>1/2</td>
<td>1/2</td>
<td>32</td>
</tr>
<tr>
<td>0</td>
<td>1</td>
<td>1/4</td>
<td>33</td>
</tr>
<tr>
<td>1/4</td>
<td>0</td>
<td>1</td>
<td>34</td>
</tr>
<tr>
<td>0</td>
<td>1/4</td>
<td>1</td>
<td>35</td>
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<tr>
<td>1</td>
<td>1/2</td>
<td>0</td>
<td>36</td>
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<td>1</td>
<td>1/4</td>
<td>1/4</td>
<td>37</td>
</tr>
<tr>
<td>1/2</td>
<td>1</td>
<td>0</td>
<td>38</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>1/2</td>
<td>39</td>
</tr>
</tbody>
</table>
c. **Calculating Priority for Contract Faculty Members.** Any contract faculty member with less than one academic year of service as of March 1 for summer intersession and November 1 for winter intersession will be placed at the bottom of the priority list. If there is more than one faculty member in this category in a given department, the tie will be broken in the following sequence: If there are any intersession assignments as a probationary, conditional or substitute, these can be first compared on a three year basis as to number and then to recency. If this fails to break the tie, then the standard procedure used in Priority Rank will be applied. After having taught one full academic year, any contract faculty member will be assigned a priority number 52. After having taught two full academic years, and if no intersession assignment was served, the contract faculty member will be advanced to priority number 18. After having taught three full academic years, and if no intersession assignment was served, the contract faculty member will be advanced to priority number 1.

Irrespective of the number of years of probationary service, once an assignment has been served, the faculty member will be placed on a priority position as determined by the respective intersession (summer or winter) Priority Position Chart.

The above chart shall be projected backward until priorities are in accordance with B.5.c.
<table>
<thead>
<tr>
<th>Full Academic Years Taught as Contract Faculty as of March 1 for Summer and Nov. 1 for Winter</th>
<th>Priority Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>64</td>
</tr>
<tr>
<td>1</td>
<td>52</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

d. If the above criteria fail to determine priority in a discipline, priority rank will be awarded by applying the following rules in the order listed:

i. The faculty member who accepted an assignment at another location in the District shall have priority over one assigned at his/her own College for the next three years only.

ii. The faculty member who did not have an assignment when compared on a year-to-year basis beyond three years shall have priority over the one having an assignment the same year. If this procedure reaches the point where one of the instructors was not an employee of the District, the decision is made using the following step (iii.) if needed.

iii. The faculty member with the greater length of service in the District shall have priority.

iv. In case of an irresolvable tie a drawing will be held by an appropriate administrator and the AFT chapter president or designee and the faculty members concerned will be present.

e. **Priority Considerations.** “Priority” as used in this Section applies to the right of a faculty member to choose the class or classes from the established intersession schedule which are to constitute his/her intersession assignment; “priority” as used in this Section does not include the right of a faculty member to “bump” or replace another faculty member who has a lower priority.

A qualified faculty member may choose the assignment from among those offered, in order of respective intersession priority, but may not choose a full assignment in more than one session when there are multiple sessions. When a college offers multiple summer sessions, the maximum total assignment allowed in any summer session shall be a full assignment in one session unless no other faculty are available after faculty described in B.1–B.4 have been provided opportunity for an assignment. The person with the highest priority has the first choice, the person with second priority has the second choice, etc. If a faculty member is eligible for up to a second full assignment but would be barred due to the total assignment exceeding 1 FTE monthly rate in the overlap period between the sessions, and the overlap does not exceed two weeks, the faculty member may be assigned and the excess beyond 1 FTE paid adjunct-rate during the overlap. No such overlapping assignments may be made when one of the assignments is in summer PACE.
Computation of classroom intersession priority for department chairs or other faculty on D or partial D basis is as follows:

The phrase “any assignment” referred to in Section B above includes D basis for department chairs. Then a chair with less than .4 D would be deemed 1/4 an assignment in computing priority; one with between .4 and .6 would be 1/2 an assignment; one with greater than .6 would be counted as a full assignment in computing priority. If the chair also has the opportunity to teach, the combination of D and teaching will determine the priority.

Compensation for the intersession if a chairperson’s priority order permits an opportunity for a full assignment is determined in the following way:

Use the actual fraction of D basis assigned and allow the teaching portion of intersession assignment to be added to the D basis up to a balance of 1.0. The D basis portion of the assignment would be paid at the D basis rate, the teaching portion of the balance up to 1.0 would be paid at the “80%” rate, for a summer intersession assignment, or at the adjunct rate if the teaching portion is a winter intersession assignment. If the teaching unit value of the class causes the total assignment to exceed 1.0, the amount over 1.0 would be paid at the adjunct rate.

6. Priority for Temporary Adjunct Faculty Members. In carrying out their chairperson duties (see Article 17), department chairs will calculate the priority number of each temporary adjunct faculty member on the appropriate discipline priority number list and maintain one list for all intersessions (winter, summer I, summer II). For computing priority see Article 15.B.5.c. For temporary adjunct faculty members with seniority, a single priority number list will be used for all intersessions.

Beginning in Fall 2011, each discipline will have a single Intersession Priority Number List for temporary adjunct faculty. Initial placement on the new Intersession Priority Number List shall be based on a temporary adjunct faculty member’s position on his/her seniority list as of Fall 2011. The initial priority list will be consistent with the format of the priority calculation table. For example, the person highest on his/her seniority list will be 0, 0, 0 equaling priority number one.

<table>
<thead>
<tr>
<th>Priority Calculation Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years ago</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>1/4</td>
</tr>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

These initial priority number lists will be established by the fourth week of the Fall 2011 semester. By the end of the fourth week of the semester, temporary adjunct faculty on multiple discipline seniority lists must submit in writing to the appropriate vice president on which single discipline Priority Number List they wish to be placed.

As temporary adjunct faculty are assigned and complete an intersession assignment, their priority for the next intersession will be below all those who did not have an assignment in the previous intersession.
In the event that a temporary adjunct faculty member who has seniority in more than one discipline chooses to request a change in a designated discipline Priority Number List, he/she would move to position 64 on the new discipline Priority Number List regardless of his/her previous intersession assignment history.

C. Eligibility for Assignment for Faculty

By the end of the fourth week of the fall and spring semesters for winter intersession and summer intersession(s) faculty priority number lists will be established for each discipline by the department chair. A copy will be forwarded by the department chair to the appropriate vice president or designee. The appropriate vice president or designee shall review and approve the lists. Within ten working days of the above dates, the appropriate vice president shall forward electronic copies (or upload them to the website) of all approved intersession priority number lists to the department chair, all faculty on the discipline lists, and the AFT chapter president and the grievance representative.

Notices to eligible faculty to determine availability for intersession assignments will be made by the end of the third week of the preceding fall or spring. Initial offers of employment will be made to eligible faculty by the end of the sixth week of the preceding fall or spring. Each faculty member will have the opportunity to accept or refuse an assignment as his/her priority rank is reached. He/she will be expected to accept or refuse an assignment by the end of the eighth week.

1. In those departments which have distinct disciplines (under Table A of Article 13), faculty members are eligible for placement on the priority number lists for only one discipline. A faculty member who has been reassigned for the majority of his/her load, may elect to be placed on the intersession priority number list of the new discipline the intersession following the reassignment. For the purpose of determining priority, counselors and librarians shall be considered as members of the Counseling Department and Library Department, respectively.

   a. If a position is open for which no one is available from the discipline priority number list, the assignment will be made on the basis of the individual qualifications of those desiring the assignment.

   b. Any such assignment which is accepted shall be counted for subsequent priority purposes in the same manner as those made to faculty members on the regular priority lists.

2. A faculty member who refuses an intersession assignment in his/her discipline shall be placed in the same category as those for whom no assignment is available, regardless of his/her reason for such refusal. (This includes faculty members on leave of absence.)

3. No faculty member shall be eligible to teach a course in an intersession if he/she refused, on the basis of subject matter within the discipline, to teach the same course in regular session (assuming that he/she was eligible and qualified to do so).

4. Retiring Faculty. A faculty member who retires by the end of the fall semester is eligible to accept a winter intersession assignment during the winter intersession immediately following that fall semester, subject to the availability of an assignment and his or her placement on the intersession priority number list. A faculty member who retires by the end of the academic year and who has taught the full year is eligible to accept a summer assignment during the summer immediately following that academic year subject to the availability of an assignment and his or her placement on the summer intersession priority number list.
5. **Faculty on Leave.** A faculty member on sabbatical or other leave of absence is eligible for intersession assignments based on his/her position on the priority number list. In other words, a faculty member on leave shall be given the same priority rank that he/she would have received had he/she been serving in a regular assignment at his/her college during the same period of the leave—namely a “0” if they do not get an assignment or a “1” or “1/2” or “1/4” if they do.

6. **Appointed Faculty.** A faculty member appointed to a college within the year preceding the intersession concerned (other than a transfer from another college in the District) will be placed on the bottom of the appropriate priority number list (as indicated in Section B.5.c of this Article).

7. **Faculty Transferring From Another College.** A faculty member who transfers to a college from another college in the District shall be subject to the same priority calculation procedures as though his/her community college teaching had been all at his/her current assignment.

D. **Intersession Committees.** A college Intersession Committee shall be established on each campus, for every intersession. It shall consist of no less than two (2) faculty members as determined by campus representatives of the bargaining agent and no less than three (3) administrators as determined by the college president. The college Intersession Committee shall serve as an appeals committee to hear and rule upon assignment priority matters.

E. **Miscellaneous**

1. Colleges that have elected to use a compressed calendar which includes a winter intersession may assign C and/or D basis counselors to work on specified days during the week before the start of the session and during the session to enable adequate counseling services to students. The schedule and scope of the staffing for such service will be developed by the administration and shared with the C and D basis counselors before the start of the intersession. When such assignments require service that is not regularly a part of the C or D basis, respectively, then the C or D basis counselor(s) assigned during this time will be eligible for either adjunct pay or compensatory time off as defined in Article 11, Section D.3. Colleges may also apply these provisions to other non-classroom C and D basis faculty to ensure adequate services to students.

2. Intersession work for temporary adjunct faculty is not subject to the 67% load limitation as provided in Education Code 87474.
Adjunct seniority is a method of determining seniority order to receive an assignment paid at the adjunct rate. Any qualified faculty member employed by the District may be given appropriate assignments at the adjunct rate, including:

- Temporary, adjuncts faculty employed pursuant to Education Code § 87482.5 for no more than 67% of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester
- Contract and regular faculty, staff, or administrators who are also employed on an adjunct rate basis for an additional assignment

For the purposes of this article, such employees will be referred to as “adjunct rate faculty.”

A seniority assignment is defined as one class of at least the same number of standard hours for which an adjunct rate faculty member has gained seniority. The assignment should be on the same day(s) of the week and at the same time as the previous semester for classroom teaching assignments or the same number of hours on the same day(s) of the week and at the same time as the previous semester for non-classroom assignments, when practicable, as outlined in Section A of this article.

Adjunct assignment rates of pay shall be based on the salary tables in Appendix A.

A discipline is defined as a Faculty Service Area (FSA) as listed in Appendix E.

### A. Obtaining and Calculating Seniority

1. An adjunct rate faculty member gains a semester towards placement on a seniority list when he/she accepts and completes an adjunct rate assignment. A faculty member shall be placed on that list if he/she completes an adjunct rate assignment in the discipline for three semesters and begins service for a fourth semester, all four semesters occurring within a period of eight consecutive semesters. For a non-classroom assignment in a discipline, for a semester to count toward gaining seniority, an adjunct rate faculty member, must work at least sixteen (16) total adjunct hours in that discipline during that semester. The eight-semester rule listed above applies to faculty members gaining seniority for non-classroom assignments.

2. An adjunct rate faculty member’s seniority date for assignment in a discipline is determined by the beginning date of the fourth semester that qualifies him/her for placement on the seniority list for that discipline (even for short term classes offered within a semester). There shall be no ties on the seniority list. If a tie in seniority dates exists, the tie shall be broken by lot by the appropriate vice president or designee and the AFT chapter president or designee prior to the deadline.
3. Adjunct rate faculty members shall be offered a one-class assignment. Whenever practicable, the class shall be on the same day/at the same time as the previous semester. If a program or schedule is changed, adjunct rate assignments shall be offered in the following order:
   a. A comparable assignment with the same number of standard hours for classroom teaching or the same number of hours for non-classroom assignments, or
   b. An assignment that is as close as possible to the number of standard hours for which the faculty member has attained seniority.

4. Seniority is set at the highest number of standard hours assigned based on two or more of the four semesters. If the number of standard hours differs in each of the four semesters, then the number used will be the average of the four semesters, rounded to the nearest standard hour. Standard hours for seniority are determined at the time seniority is granted and will not be modified, even if assigned standard hours vary in subsequent semesters.

5. In some circumstances, classroom adjunct rate faculty may be assigned a different number of standard hours in a given semester than their seniority assignment. Nevertheless, in future semesters, their seniority rights would continue to be for a class with the same number of standard hours for which they originally attained seniority.

B. Seniority Lists

Seniority lists indicate the order in which adjunct rate classes are assigned in a discipline, based on the date a faculty member is placed on the list by having completed an assignment for three semesters and begun service for a fourth semester, as specified in A.1. In addition to the numbered ranking, seniority lists specify the number of standard hours for which the faculty member has attained seniority, the number of hours assigned each semester, and a code indicating whether the assignment was accepted, refused, withdrawn, not offered. See Appendix R for a seniority list template.

1. Seniority lists shall be updated each semester for each discipline, after any bumping has occurred, and whenever new names are added to the lists. No new names shall be added to the existing second class seniority lists.

2. When offering a second assignment, consideration should first be given to temporary adjunct faculty.

3. An existing discipline seniority list may be divided into more than one discipline list or a new discipline list may be created for the purpose of adjunct rate assignment and seniority by the mutual consent of the parties. If a college begins to offer adjunct rate assignments for which the college does not currently have a seniority list and/or for which a seniority list already exists at another college (or at multiple colleges), as shown in Appendix E, the college shall begin a seniority list for those faculty service areas and notify the parties so that Appendix E can be updated.

4. The department chair shall provide (in electronic format) the department’s updated discipline seniority list or lists to the appropriate college vice president by each semester census date. The vice president shall review the list(s) for accuracy and provide approved electronic copies (or will upload them to the college website) of the list to the appropriate department chair, all adjunct rate faculty members in the discipline in which the assignments are made, the AFT chapter president, and the AFT grievance representative by the eighth week of the fall and spring semesters.
C. Assignment Rights

1. The right to continue receiving adjunct rate assignments is extended to each adjunct rate faculty member in the appropriate discipline, in seniority order, and at the college or location the faculty member is assigned. Faculty in all credit and noncredit contract education and specially funded programs shall be assigned consistent with Article 13 D.6. Seniority applies within each discipline at a college and is not transferable to other colleges.

2. After all individuals on a seniority list have accepted or have refused an assignment and additional assignments are available, assignments shall be offered in seniority order to individuals currently on the second class seniority list when a second class list exists. Remaining assignments may be offered to any eligible faculty member.

3. Contract, regular, and temporary full-time faculty shall be eligible to be assigned up to .4 FTE in adjunct rate assignments during the fall and spring semesters. An adjunct load up to .6 FTE may be assigned upon the faculty member's written verification to his/her department chair that he/she is meeting all full-time faculty obligations as listed in Appendix Q.

4. Employees (faculty, staff, or administrators) with regular positions in the LACCD may have seniority in only one discipline at the same college. Administrators may receive an adjunct rate assignment in the department which they supervise with the approval of the college president.

5. Temporary, adjunct faculty employed pursuant to Education Code § 87482.5 may have the right to more than one seniority assignment (i.e., be assigned at more than one college or in more than one discipline or on more than one seniority list as long as the total is not more than 67% of a full load in regular funds.)

6. A temporary adjunct rate faculty member at a given college (including any satellite or outreach location assignment affiliated with that college) on a given discipline's seniority list shall be continued in his/her assignment as long as the need for assignments in that discipline continues as determined by the college president.

7. Faculty who have been teaching for at least four semesters in the PACE program, and whose assignment ends due to reduction in course offerings or the elimination of the program, may request and may be granted placement on the bottom of the first class seniority list in their discipline, subject to the approval of the appropriate department chair, in consultation with the appropriate vice president or designee.

8. Temporary adjunct faculty on a seniority list(s) may, upon retirement, indicate on their resignation form that they wish to continue teaching on an adjunct rate basis and will retain their position on the list(s).

9. As specified in Article 22.D, retired full-time faculty who are in good standing at the time of retirement and are not already on a seniority list may request and shall be granted placement at the bottom of the first class seniority list in their discipline at the college from which they retired only if they have served as a regular employee for at least 15 years before retirement and submit a written request to their department chair and appropriate vice president within 30 calendar days after the effective date of retirement and at least 45 days before the beginning of the term in which they wish to receive their first adjunct rate assignment.
Their seniority date is the first day of the semester in which their retirement date falls, or if not during a semester, the semester immediately preceding the retirement date. Once granted seniority placement, the right to continue as adjunct rate faculty is governed by the terms of this article.

D. Offers of Assignment

1. Department chairs shall plan adjunct rate assignments and notify faculty of their initial proposed assignment and any subsequent changes in a timely manner. In an effort to ensure accuracy and have sufficient time to correct errors, the appropriate vice president shall make available for review by faculty, in electronic form, the proposed schedule for the following semester before it is finalized for printing or uploading.

2. Official offers of an adjunct rate assignment shall be made in accordance with this article to individuals in seniority order based on the discipline seniority list. Adjunct rate assignment offers shall be mailed or sent via email with return receipt to individuals by the office of the appropriate vice president by the end of the 10th week of the preceding fall or spring semester, whenever possible. Written or emailed acceptance or refusal of the offer shall be made within ten (10) working days of receipt of the offer. Failure to respond by the deadline shall be considered a refusal of the offer.

3. Faculty not offered an assignment shall be informed in writing via mail or email with return receipt by the appropriate vice president or designee at the earliest possible time in the planning process.

E. Refusals/Withdrawals and Breaks in Service for Leaves and Temporary Assignments

1. An adjunct rate faculty member shall lose all seniority rights and his/her name shall be removed from the seniority list(s) if he/she has refused to accept an assignment for three consecutive semesters or for four semesters out of five consecutive semesters. When an adjunct rate faculty member is unable to accept an offer of an assignment that is on a different day or at a different time than the previous semester, this will not be counted as a refusal, but as a withdrawal with respect to calculation of seniority, for a limit of one semester. If an adjunct rate faculty member is ineligible for assignments totaling more than 67% of a full load in regular funds, and the instructor has received assignments which together with the offered adjunct rate assignment would exceed the 67% limit in regular funds the inability to accept will be counted as a withdrawal and not as a refusal, with respect to the calculation of seniority.

Adjunct rate faculty members with a break in service whose names are removed from the list(s) due to a break in service shall not recapture their past seniority date if rehired.

2. Paid Leave. An adjunct rate faculty member on a paid leave of absence shall remain on the seniority list(s) during the semester that the paid leave is taken and the non-acceptance of an assignment shall be counted as a withdrawal (W).

3. Maternity/Parental Leave. An adjunct rate faculty member on a maternity/parental leave of absence shall receive a withdrawal on the seniority list(s) for up to two semesters. A leave extending into subsequent semesters will be counted as a refusal.
4. **Temporary Assignment.** When, during a given semester, an adjunct rate faculty member who holds seniority is assigned as a PACE Instructor, Consulting Instructor, or Instructor Special Assignment (ISA) at the same college where he/she holds seniority and therefore is unable to accept an adjunct assignment due to schedule conflicts or the 67% limitation, a refusal to accept the adjunct rate assignment shall be considered a withdrawal and not be considered as a refusal for purposes of seniority standing within a department at that college.

5. Notwithstanding anything in this article to the contrary, any semester during which an adjunct rate faculty member has received released time pursuant to Article 8.I for service as an AFT officer, chapter president, grievance representative or member of the AFT negotiating team shall be disregarded in determining the existence of a break in service even though the employee declined or was not offered an assignment at the college during that semester.

6. Time of chairs or vice chairs compensated under Article 17. C and 17. F.6 shall be credited toward one discipline, one class seniority. In addition, released time under Article 8.I granted to a faculty member for service as an AFT officer, chapter president, grievance representative or member of the AFT negotiating team shall be credited toward one discipline, one class seniority.

7. Disputes relating to the seniority list(s) shall be resolved by the appropriate vice president or designee and AFT chapter president or designee.

**F. Bumping**

1. Bumping shall be limited to the first two weeks of the semester. Notification and changes due to bumping must be completed before the class meets during the third week. There is no bumping during intersessions.

2. Any monthly rate employee may bump a temporary, adjunct rate faculty member if the monthly rate employee must teach an adjunct rate class in order to obtain a full load. The monthly rate faculty member should bump in the following order:
   a. Faculty with more than two adjunct rate assignments, starting with those having the most assignments above their seniority assignment(s)
   b. Faculty who are not on a seniority list and have been given one or more assignments at the discretion of the chair
   c. Faculty on the second class seniority list, starting at the bottom of that list, when one exists
   d. Faculty on the first class list, starting at the bottom of that list

A change in assigned workblocks should not be an impediment to determining how to best fulfill the full-time faculty member's assignment obligation. Should the bumping result in a load that exceeds 5 workblocks, the additional workblock pay increment may be waived (See also Article 13.D.4.d.). The adjunct rate faculty member bumped shall be entitled to bumping rights.
3. Before a monthly rate employee exercises his or her right to bump, he/she should discuss the following options with his or her department chair, in an effort to eliminate the need to bump:
   a. teaching a class during a summer or winter intersession as part of the annual load obligation; or
   b. accepting an underload with the understanding that an overload will be required to balance the annual load obligation within the next semester.

4. If an adjunct rate faculty member on a seniority list loses his/her assignment, he/she shall have a right to bump another adjunct rate faculty member in the order specified in F.2. An adjunct rate faculty member who loses his/her assignment due to bumping shall remain on the seniority list and shall be paid for service rendered prior to the bumping.

5. The appropriate vice president shall maintain records of all bumps on the seniority lists(s) and those records may be viewed by the AFT.

G. Termination: Reduction in Force, Program Discontinuance, Cuts in Assignments, and Dismissal

1. Whenever a college must reduce the number of adjunct rate assignments in a discipline between semesters or years or within a given semester, the adjunct rate faculty member’s seniority position shall determine which employee(s) shall continue to be offered adjunct rate assignments, with the most senior employees receiving assignments first. In addition, all employees with two classes shall be reduced to one class before the college fails to offer the least senior person on the seniority list an adjunct rate assignment.

2. An adjunct rate faculty member shall be notified in writing by the appropriate vice president of the reasons for termination due to reduction in force or cancellation of a program.

3. An adjunct rate faculty member already on a seniority list and not offered an assignment due to reduction in assignments shall remain on the seniority list and shall retain the right to be continued on the list for six semesters.

4. If an adjunct rate faculty member is removed from the seniority list and is subsequently rehired, he/she shall not recover his/her past seniority position and must re-qualify for placement on the list according to the rules in section A.

5. An adjunct rate faculty member may be removed from a seniority list if the college president concludes that the adjunct rate faculty member does not meet the standards of performance required of academic employees at the college. The conclusion of the college president shall be based upon two evaluations under Article 19 indicating an overall evaluation of “needs to improve” or “unsatisfactory,” with the most recent evaluation indicating an overall evaluation of “unsatisfactory.” An action removing an adjunct rate faculty member from a seniority list under this section shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28 except on the grounds that the procedure specified in this section was not followed or that the conclusion of the college president was arbitrary or capricious.
6. An adjunct rate faculty member may be dismissed from employment and removed from a seniority list for one or more of the causes listed in Education Code Section 87732. Before an employee is dismissed pursuant to this section, the college president or designee shall give the employee:

a. written notice of the cause for dismissal, including a statement of the events upon which the cause is based;

b. an opportunity to inspect the documents or other materials that are relevant to the matter, if any;

c. an opportunity to meet with the college president or designee to discuss the matter and present any reasons why the dismissal should not occur; and

d. if the adjunct rate faculty member being dismissed pursuant to this section has seniority, the action of the college president shall be subject to review pursuant to the grievance procedure contained in Article 28. If the adjunct rate faculty member does not have seniority, the action of the college president shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28.

7. Notwithstanding any other provision of this Article, the District shall have the authority to make and terminate assignments in a manner that will ensure that the workload of each temporary adjunct rate faculty member does not exceed 67% of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester. However, if there are a sufficient number of available assignments, temporary, adjunct rate faculty members may be offered more than one assignment during a semester, provided they do not exceed 67% of a full-time load of scheduled duties averaged over the semester.

8. Under rare circumstances, and only when the appropriate vice president, AFT chapter president, department chair, and AFT Faculty Guild President all agree and sign the official waiver, a temporary, adjunct rate faculty member may exceed the 67% maximum load. Adjuncts who are approved for this exemption to the load limitation may not exceed the 67% workload for more than two semesters in three consecutive academic years as per Education Code § 87482 (b) (except for clinical nursing faculty—for up to four semesters within any period of three consecutive academic years between July 1, 2007 and June 30, 2014, inclusive as per Education Code § 87482 (c)(1)). In the event that the adjunct rate assignment of over 67% load is not approved the chairperson shall adjust the temporary adjunct faculty member's schedule accordingly.

H. In filling contract monthly rate vacancies in the Faculty Unit, in which there is a selection process, at least two (2), temporary adjunct rate faculty members who apply, are on a seniority list in that discipline in the LACCD, and who also meets any local additional requirements adopted for the position and other criteria established by the committee, must be invited to the selection interview.
A. Department/Division Structure

1. A department or division (hereinafter referred to as a department) is an instructional or service unit composed of faculty members assigned to one or more disciplines or service areas, who share common academic or professional interests, concerns or objectives.

2. All faculty members shall be assigned to departments except those assigned as instructors special assignment, consulting instructors, college nurse, and those assigned exclusively in specially funded or categorical programs external to a department. The exclusion of instructors special assignment, consulting instructors, and college nurses from departments shall apply to those fully assigned to such positions or assigned in combination with other positions external to a department so that no portion of their monthly rate assignment is within a department. Counselors in EOPS, DSPS, Matriculation, CalWORKs and other specially funded programs shall not be considered external to a department. Each faculty member shall be assigned to the department of his/her plurality of assignment. Plurality provisions apply to the portion of the monthly rate assignment which is within one or more departments, and exclude those portions of the monthly rate assignment which are external to a department. Each monthly rate faculty member assigned 50% each in two departments or in more than two departments where no plurality is established shall select his/her department. (Example: An individual assigned .4 in Department A, .4 in Department B, and .2 in Department C shall select either Department A or Department B as his/her department.) Once that selection has been made, it may not be changed unless the proportion of assignment changes. A faculty member may be considered a member of only one department.

Subject to the limitations specified in this article, departments shall be established and may be modified by the college president or designee in consultation with the president of the Academic Senate and the AFT chapter president. Each college shall establish a procedure under which such decisions are considered and made at the college, but in every case the procedure shall provide some means by which faculty can petition for the establishment of a new department or modification of existing departments. Any modification to the existing departmental structure of a college that results in one or more disciplines moving from one department to another shall be implemented at the beginning of an academic year and, whenever practicable, at a time that coincides with the expiration of the terms of the department chairs involved.

3. The administrator assigned the supervisory responsibility for a department without a department chair position shall assume the responsibilities assigned to the department chair.

4. The Child Development Center Director shall assume the responsibilities for the Child Development Center, including Child Development Center teachers.
B. Selection, Term, and Removal of Department Chairs

A department chair is a faculty member elected by his or her peers within the department to represent the department as an instructional or service unit in its relations with the college administration, students and other segments of the college community. During his or her term of office, a department chair shall also be accountable for fulfilling the leadership responsibilities and performing the operational duties assigned by the college administration, which are more fully described in Section D.1, below.

1. Eligibility for Department Chair. Department chairs shall be elected from the regular faculty of the department for a term of three years commencing on the first day of July following the election.

   Except as provided in the next paragraph, to qualify as a candidate for department chair a faculty member must be tenured faculty and must be assigned 50% or greater within a department at the time the office is assumed. If a faculty member is not assigned to that department at the time of a chair election but will be assigned to that department on the date the department chair term begins, he/she is eligible to become a candidate for chair in the receiving department but is ineligible to become a candidate for the chair of the sending department. Faculty planning sabbatical or load banked leave during the proposed term shall be ineligible to become a candidate for the chair. In addition, each candidate for department chair shall complete a statement of candidacy on a form prescribed by the college and submit the statement to the college president or designee so that it can be made available to the faculty of the department at the time of the election.

   Notwithstanding the tenured status requirement specified in the preceding paragraph, a contract faculty member may seek to become a candidate for department chair by requesting a waiver of the tenured status rule. If the waiver is approved by the college president or designee and by the AFT chapter president, the contract faculty member may run for department chair and, if elected, serve in that capacity.

2. Eligibility for Voting for Department Chair

   a. All regular and contract faculty members regularly assigned to a department as defined in Section A 2 of this article are eligible to vote for department chair. If a regular or contract faculty member is not assigned to that department at the time of a chair election but will be assigned to that department on the date the department chair term begins, he/she is eligible to vote for chair in the receiving department but is ineligible to vote for the chair of the sending department.

   b. Each elected adjunct representative who has an assignment within the academic year, holds seniority in the department, and does not have a contract or regular position in the District is eligible to vote for department chair.
3. **Adjunct Representative.** If the conditions of Article 17 B 2 b above are met, the adjunct representative will be elected during the spring term of an even year. The term of service shall be for two years, beginning July 1st and ending June 30th, as long as the adjunct representative maintains eligibility. The electorate will consist of all temporary adjunct faculty who have seniority in a discipline within the department but do not have a contract or regular position with the District. The AFT chapter president and the college president or designee shall agree on the manner in which the election for adjunct representatives takes place, ensuring all eligible adjuncts are given the opportunity to vote. The elected adjunct representative must be present to vote during the department chair election.

In addition to voting for department chair, the adjunct representative shall be eligible to participate in decision making, along with regular and contract faculty, on all matters within a department. Should the adjunct representative be unable to complete the term, the AFT chapter president and the college president or designee shall agree on the manner in which a replacement election for an adjunct representative will take place. Refer to Article 43 for provisions regarding Ancillary Duties.

If there are no candidates for adjunct representative in a given spring term ending in an even year, the department will hold an election the following spring for an adjunct representative to serve a one-year term.

4. Former members of a department currently serving in an administrative position are not eligible to vote in department chair elections, nor may they become candidates for department chair unless they relinquish their administrative positions, return to faculty status, and resume their membership in the department. An individual on a leave of absence may become a candidate for department chair, but only if he/she is scheduled to return from the leave in time to assume the chair’s duties at the beginning of the chair’s term.

5. **Voting for a First and Second Term Department Chair**

   a. The ballot will include only the names of those eligible department members (no write-ins) who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the college president or designee.

   b. The ballots shall be prepared and brought to the election by the college president or designee.

   c. The vote shall be conducted by the exclusive representative and the office of the college president or designee at a special meeting scheduled 15 working days in advance for the purpose of selecting a department chair. If the scheduled meeting time is changed, at least an additional five (5) working day time frame will be initiated before the election.

   d. All voting shall be by secret ballot. The ballot shall have the name(s) of the candidate(s) with a space provided for the voters to mark their selection.

   e. To be elected, a candidate must receive a majority (more than 50%) of the votes of the eligible voters in the department present and voting.
f. The candidate, or, in the case of a tie, candidates, receiving the fewest votes shall be eliminated and voting shall continue until one candidate receives a majority of the votes. If there is a tie for second place between persons receiving the fewest number of votes and no candidate has received a majority of the votes cast, then an election shall be held between the persons tied for second to determine who shall appear on the final ballot against the leading vote getter.

g. In the event that the two final candidates tie, and the college tie cannot be broken, selection shall be determined by lot at that election.

6. Voting for Third and Subsequent Consecutive Term Department Chair

a. The ballot will include only the names of those eligible department members (no write-ins) who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the college president or designee.

b. The ballots shall be prepared and brought to the election by the college president or designee.

c. The vote shall be conducted by the exclusive representative and the office of the college president or designee at a special meeting scheduled 15 working days in advance for the purpose of selecting a department chair. If the scheduled meeting time is changed, at least an additional five (5) working day time frame will be initiated before the election.

d. If a chair is running unopposed for a third or subsequent consecutive term, the ballot should state, “Should (name) be reelected as department chair?” and the vote shall be “Yes” or “No.” If the department chair does not receive 2/3 or more of the votes on the first ballot, his/her name shall be removed, and the ballot shall be open to all eligible candidates confirming their candidacy, before 5 pm two working days before the newly scheduled election. A new election date will be scheduled five working days after from the original election.

e. If there is more than one candidate for the position, then the initial ballot shall contain the names of all candidates. All voting shall be by secret ballot. The ballot shall have the name(s) of the candidate(s) with a space provided for the voters to mark their selection.

i. If the incumbent receives 2/3 or more of the vote, he/she shall be reelected.

ii. If the incumbent does not receive 2/3 or more of the vote, and another candidate receives more than 50% of the vote, the candidate with more than 50% of the vote shall be elected.

iii. If the incumbent does not receive 2/3 or more of the vote and no other candidate receives more than 50% of the vote, the incumbent will not appear on future ballots in this election cycle and the process in 17.B.5 above will be followed.

7. Selection. The tally shall be recorded and signed by the college president or designee and exclusive representative. The name of the department member elected shall be forwarded to the college president. The college president shall appoint the elected department member department chair.
If the department is unable or refuses to elect a department chair, the college president shall appoint a department chair to serve for the normal three-year term or the balance of the existing term, whichever occurs first. Such an appointed department chair shall be reassigned by the college president based on the FTEP load for department chairs as stated in Section C of this article.

8. **Non-completion of Term of Office.** In the event that a department chair does not complete his/her term of office, a new chair shall be selected, in accordance with this Article, to serve for the remainder of the unexpired term. In instances when the unexpired term is one half (1/2) or more of a full term, it shall be counted as a first term for the new chair.

9. **Department Chair Removal/Recall.** A department chair may be removed from his or her assignment as chair:

   a. by the college president for failure or refusal to perform the normal and reasonable duties of department chair, or for any of the formal causes for discipline specified in the Education Code Section 87732, provided the chair has been given written notice of the allegations supporting the removal and an opportunity to respond; or

   b. by the college president for unsatisfactory service as department chair as reflected in two evaluations of the chair’s performance in that capacity conducted pursuant to Article 19; or

   c. following a successful recall election in which two-thirds of those present and voting voted to support the recall (abstentions are not considered votes).

   Such recall election may be instituted by a petition signed by 40% of the department and filed with the Office of the College President. The reasons for recall must be stated in writing. The department chair shall have a chance at a department meeting to answer to the reasons for recall before voting takes place. The vote shall be conducted by the exclusive representative and the Office of the College President or designee within 3 weeks of the filing of the recall petition. Recall/removal may be instituted no sooner than one semester after the chair takes office.

   d. A department chair who has been removed from his or her assignment as chair shall remain ineligible to serve as department chair for a period of three years following the end of the academic year during which the removal became effective.

C. **Reassigned Time for Department Chairs.** Each department chair shall be given reassigned time equal to the amount specified in the following table. To calculate the total Full-time Equivalent Personnel (FTEP) in a department, each full-time academic and classified employee assigned to the department shall be given a value of one FTEP, each temporary adjunct faculty member (including contract or regular faculty retained to perform extra-duty assignments i.e. EX, Extra, or Contractual Overload status within the department) shall be given an FTEP value that equals the proportion of a full-time assignment his or her extra-duty assignments represent in the aggregate, and each part-time classified employee shall be given an FTEP value that equals the fraction of a full-time assignment that his or her position represents. The calculation shall be made annually as of the first day of the fall semester. The fall semester FTEP calculation in a given year will determine the reassigned time for the following academic year thus the Fall 2011 FTEP determines the 2012-13 reassigned time, Fall 2012 FTEP determines the 2013-14 reassigned time, etc.
The following table shows Full-time Equivalent Personnel in the Department, the chair's reassigned time based on FTEP, and the equivalent number of service hours the chair is expected to commit to carrying out his or her responsibilities given the reassigned time he/she receives:

<table>
<thead>
<tr>
<th>Full-time Equivalent Personnel in the Department as of the Beginning of the Prior Fall Semester</th>
<th>Reassigned Time for Chairs</th>
<th>Equivalent Service Std. Hours per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 and up to 10</td>
<td>0.2 FTE</td>
<td>7.0 hours</td>
</tr>
<tr>
<td>more than 10 and up to 14</td>
<td>0.4 FTE</td>
<td>14.0 hours</td>
</tr>
<tr>
<td>more than 14 and up to 18</td>
<td>0.5 FTE</td>
<td>17.5 hours</td>
</tr>
<tr>
<td>more than 18 and up to 22</td>
<td>0.6 FTE</td>
<td>21.0 hours</td>
</tr>
<tr>
<td>more than 22 and up to 26</td>
<td>0.7 FTE</td>
<td>24.5 hours</td>
</tr>
<tr>
<td>more than 26</td>
<td>0.8 FTE</td>
<td>28.0 hours</td>
</tr>
</tbody>
</table>

**Additional Time for Designated Vice Chair(s) Only**

| more than 34 and up to 42 | 0.2 FTE | 7.0 hours |
| more than 42 | See Sec. F.5 |

Each department chair with reassigned time specified in the foregoing table will, during his or her term of office only, be shifted from a C-Basis to a proportional D-Basis schedule, with the proportion of D-basis pay based on the FTE value of the reassigned time he/she receives.

Notwithstanding anything in this article to the contrary, under special circumstances, and at the request of the department, the college president in consultation with the AFT chapter president may, for a renewable period of no more than three years, grant 1.0 reassigned time to a department chair of a department with more than 34 FTEP by reallocating to the chair the first 0.2 FTE reassigned time normally reserved for a designated vice chair.

Library Department chairs and Nursing Department chairs shall be paid and assigned on the D basis. Nursing Department chairs must take actions necessary to retain competency and recency for return to a full-time teaching position in nursing.

Contract and regular full-time faculty department chairs shall be eligible to be assigned up to .4 FTE in adjunct assignments during the fall and spring semesters. An adjunct load of .6 FTE may only be assigned upon the department chair's written verification to his/her supervising administrator that he/she is meeting all of his/her full-time faculty obligations as listed in Appendix Q and is meeting his/her obligations as department chair.
D. Department Chair Duties

1. The reassigned time for chairs indicated in Section C is granted so that the department chair will be able to fulfill the chair's leadership responsibilities and perform the operational duties assigned by the college administration. Whether or not the chair is entitled to receive reassigned time under Section C, they must comply with the following responsibilities and duties which include but are not limited to:

a. Preparing budgets, monitoring and recommending approval of expenditures, initiating requisitions, submitting work orders, preparing HR forms, and other forms and requests;

b. Preparing class schedules; maintaining course outlines; facilitating the development of new or revised courses and programs; assisting in efforts to articulate courses and programs with other schools and colleges; monitoring the development of SLOs, PLOs, and assessments; when appropriate, participating in advisory committee meetings; and ensuring completion of program reviews based on the college’s procedures.

c. Consulting with faculty in the various disciplines, appropriate experts, college officials and others to coordinate curriculum development or service improvement efforts within the department and with other departments;

d. Recruiting, selecting, evaluating (per Articles 19 and 42), and assigning faculty, classified employees and student workers in the department, and monitoring their performance;

e. Representing the department as an academic or service unit within the college, on college committees, task groups, or other governance bodies and serving as a reliable intermediary between the department and the college administration;

f. Being regularly available to students who enroll in the department’s courses, or make use of the department’s services, to facilitate their success, respond to their inquiries and concerns, explore their suggestions, and monitor their complaints;

g. Facilitating strong collegial relationships and teamwork among the department’s full and part-time faculty and staff; and facilitating adherence to applicable professional standards.

h. Mandatory attendance at the annual Department Chair Workshop provided by the AFT and the District.

i. Attending to all matters related to temporary non-contract faculty, including regular communication.

2. Additional duties for hazardous materials reporting mandated by state or federal regulation shall be compensated by the college upon recommendation of the supervising administrator in consultation with the chair and the AFT chapter president, by payment at non-classroom adjunct rate, not subject to the 67% limit of Article 13.C.
3. Each department chair shall, in consultation with the appropriate vice president or designee, establish a work schedule that will minimize conflicts between the chair’s teaching or other duties and his or her performance of the duties of department chair. Each department chair shall ensure his or her availability on campus for required meetings, consultations, and other activities or events where the chair’s presence is important. And each department chair shall limit his or her acceptance of additional assignments or other commitments to the extent necessary to ensure that he/she will remain fully accountable for the quality, completeness, and timeliness of his or her performance of the duties of department chair.

4. At the beginning of each academic year, each department chair shall, in consultation with his or her departmental colleagues and the appropriate vice president or designee, establish annual goals for the department. Any evaluation of a department chair under Article 19 shall review both the chair’s fulfillment of the responsibilities of the department chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

E. Salary Differential. Each department chair who is paid and assigned on the D basis under Section C shall also receive a responsibility differential (per Appendix A.1.c.) in addition to any other differential he/she already receives.

A department chair on any leave during which he/she does not continue to perform the duties of the department chair assignment, shall not receive the responsibility differential for the duration of the leave.

F. Department Vice Chairs, Designated and Appointed

1. During any year in which the full-time equivalent personnel in a department totals more than 34, the department shall have at least one designated vice chair. Regular faculty members, second-, third- and fourth-year contract faculty members are eligible to serve as designated vice chairs. The designated vice chairs shall be selected by the department and may be removed at any time by the chair. The term of each designated vice chair shall be the same as that of the chair as long as the department size warrants having one or more designated vice chairs.

2. In any department with scheduled classes taught by adjunct faculty, and in any other department where the department chair—after consultation with the appropriate vice president or designee—determines it is appropriate, the department chair may select one or more appointed vice chairs. Appointed vice chairs serve at the pleasure of the department chair.

3. The role of a designated or appointed vice chair is to assist the chair in performing specific duties normally assigned to the chair but instead delegated to the vice chair. In every case, however, the department chair shall remain responsible for the overall quality, completeness, and timeliness of the work performed.

4. Each nursing department shall designate a vice chair/assistant director. If the nursing department has an active enrollment of 150 or more students, the vice chair/assistant director shall receive a minimum 1/9 FTE reassigned time per semester to function in the role of vice chair/assistant director as defined by the Board of Registered Nursing.
5. In addition to the reassigned time specified in the table set forth in Section C, 0.2 FTE reassigned time shall be made available to each department that has more than 34 FTEP, and a further 0.2 FTE reassigned time shall be made available for each additional 8 FTEP in department size thereafter (i.e., at more than 42 FTEP, 50 FTEP, etc.). The additional reassigned time provided under this section shall be used exclusively to enable any designated vice chairs in the department to perform specific duties that have been delegated to the vice chair pursuant to Section F.3, above. The reassigned time granted to designated vice chairs shall be on the C-basis and designated vice chairs shall not receive a responsibility differential.

6. Each college shall provide each department that offers assignments to adjunct faculty with funding to enable the department to compensate the department chair and/or designated or appointed vice chairs for the supervision responsibility (including evaluation) of adjunct and other temporary faculty members in the department. The department chair is responsible for, and has the authority to assign the supervision of adjunct and other temporary faculty to himself/herself, or to the designated or appointed vice chairs. Department chairs and vice chairs who assume responsibility for supervising and evaluating adjunct and other temporary faculty shall receive non-classroom adjunct rate pay as calculated according to the number of adjunct or other temporary faculty members they are assigned to supervise and evaluate as of the first census week as indicated below:

a. allow 0.5 hours for each monthly rate faculty member with EX status the chair or vice chair is assigned to supervise and evaluate

b. allow 2.5 hours for each temporary faculty member with LT status the chair or vice chair is assigned to supervise and evaluate

c. combine the amounts in a. and b. and round off to the closest hour.

Responsibility for supervision of monthly rate faculty members with EX status and of temporary faculty members with LT status may include but is not limited to: recruiting and selecting the faculty members; initiating and monitoring the timely completion of all administrative actions needed to officially employ and properly assign the faculty members; assisting the faculty members in securing necessary and appropriate forms, supplies, tools, keys, and other relevant materials, as well as any available faculty services and resources (e.g., library services, office space, telephone and computer access, etc.); advising the faculty members about the requirements of their jobs and the expectations to which they will be held; monitoring the performance of the faculty members and, when needed, formally evaluating them as specified in Article 19.

G. Student Workers. Whenever possible, the college shall provide each department with student workers within the limits established by the Work Study and/or E.O.P.S. budgets.
H. Acting Department Chair

1. Whenever a department chair is on leave for twenty or more days, or otherwise unavailable to perform the duties of department chair for a period of that duration, his or her duties, reassigned time and department chair compensation shall be temporarily transferred to an acting department chair.
   a. For a department with one designated vice chair, the designated vice chair shall be designated as the acting chair.
   b. For a department with more than one designated vice chair, the acting chair will be elected from among the designated vice chairs by the members of the department.
   c. For a department without a designated vice chair, the acting chair will be designated by the chair in consultation with the members of the department and the vice president or designee.

2. Whenever a department chair is on leave for fewer than twenty days, the chair shall designate a member of the department as a temporary chair without additional compensation.

I. Clerical Assistance. The parties agree that adequate clerical support is important and contributes significantly to the effective operation of departments. The college should include a regular review of departmental clerical support needs in its classified staffing plans. In any event, departments that are comprised twenty or more full-time equivalent faculty members (FTEF) (including faculty members on leave) shall have at least one FTE office assistant assigned to that department. See also Article 44.

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**Article 18**

**Reassigned Time**

**A.** The college president, subject to the approval of the Chancellor or his/her designee, may release or reassign a faculty member from a part or all of his/her assignment to perform other assigned duties.

**B.** All released/reassigned time referred to in this Agreement as a fractional portion of an FTE shall be granted as follows:

1. The faculty member receiving the released/reassigned time shall have his/her scheduled assignment adjusted so that the amount of released/reassigned time computed by the fractional portion of a FTE, as indicated in this Agreement, and the remaining time of his/her assignment are equal to one full-time assignment.

2. If 1. above cannot be accommodated, the released/reassigned time shall be averaged over two consecutive semesters so that the number of hours released/reassigned and the classroom or non-classroom hours are adjusted to the nearest hour which completes a full-time assignment for a one year period.

3. Reassigned time shall be scheduled so the faculty member reassigned is available to perform the duties of the reassignment without schedule conflict.
The excellence of the institution depends on the quality of its faculty members. Faculty evaluation is a method of addressing the performance of faculty. When performed conscientiously, evaluation can enhance faculty performance and promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement. Evaluation provides an opportunity for professional growth, recognition and improvement. The evaluation process will follow the suggested evaluation plan time table and worksheet in Appendix C.

A. General Provisions

1. Formal evaluations have several purposes. They include the following:
   a. recognizing outstanding performance;
   b. improving satisfactory performance and furthering the growth of faculty members who are performing well;
   c. identifying weak performance and assisting faculty members in achieving required improvement; and
   d. documenting unsatisfactory performance.

Formal evaluations review a faculty member's performance of his or her scheduled duties as well as all of his or her other contractual and professional obligations.

2. Formal evaluations shall be conducted and documented as prescribed in this article. They shall occur at intervals that are at least as frequent as those prescribed in Sections B, I, C, D and E and can take the form of a basic evaluation, a comprehensive evaluation, an administrative evaluation, or a specialized evaluation, for example, a department chair evaluation.

   a. A basic evaluation is an evaluation that reviews a faculty member's performance with little, if any, structured data gathering, and without the establishment of a peer review committee.
   b. A comprehensive evaluation is an evaluation that reviews a faculty member's performance based on information derived from considerable structured data gathering under the supervision of a peer review committee.
   c. An administrative evaluation is a review of a faculty member's performance conducted by an appropriate vice president or designee.

3. As used in this article, the terms tenured or regular faculty, probationary or contract faculty, and temporary faculty shall be defined as follows:
   a. Tenured or regular faculty are those faculty members who have completed their probationary period and obtained permanent status.
   b. Probationary or contract faculty are those faculty members who are employed under an annual contract in a probationary assignment, but who have not completed their probationary period.
Temporary faculty are those faculty members who are neither tenured nor probationary, and who are employed under provisions of the Education Code that authorize their service as temporary employees. They may be either adjunct faculty or temporary “monthly-rate” faculty.

4. Departments Without Faculty Chairs

The administrator assigned the supervisory responsibility for a department without a faculty department chair shall assume the responsibilities delegated to the department chair by this article, except for serving on the peer review committee under section H.1.a of this article and in Article 42. A faculty member must serve in the role of department chair on the review committee. In appointing a replacement, the administrator will select an appropriate faculty member to serve on the evaluation committee. The Child Development Center director shall assume the responsibilities delegated to the department chair by this article for the evaluation of Child Development Center teachers.

B. Evaluation of Tenured Faculty

1. Tenured faculty members shall be evaluated every three academic years in the fall or spring semester. Disregarding those instances in which an administrative evaluation or specialized evaluation is appropriate, the form of the evaluation shall alternate between a basic evaluation and a comprehensive evaluation, beginning with the basic evaluation, unless the following occurs:
   a. The faculty member elects to receive a comprehensive evaluation; or
   b. The faculty member’s department chair, with the concurrence of the appropriate vice president or designee, calls for a comprehensive evaluation.

2. To initiate a formal evaluation, the appropriate vice president or designee shall send the tenured faculty member, and his or her department chair, a notice informing them that the faculty member will be evaluated as provided in this article and, if a comprehensive evaluation is not already required by this section, describing how the form of the evaluation will be determined.

C. Evaluation of Tenured Faculty Serving as Directors, Instructors Special Assignment, Consulting Instructors, Disability Specialists, College Nurses or in Similar Assignments

1. Tenured faculty members who are serving as directors, instructors special assignment, consulting instructors, disability specialists, college nurses or in similar assignments shall be evaluated every three years in accordance with this article however, if the faculty member is not a member of a department (counselors in EOPS, DSPS, Matriculation, and CalWORKs are not external to a department) and reports directly to a supervisor, the evaluation shall instead be conducted as specified in Sections G through J with the following modifications:
   a. For a basic evaluation, the evaluation shall be recorded on an appropriate specialized evaluation form in Appendix C, completed by the faculty member’s supervisor; and
b. For a comprehensive evaluation, in place of the peer review committee described in Section H.1, the college president or designee shall appoint a committee consisting of the following:

i. The faculty member’s supervisor or his or her designee; and

ii. Two tenured faculty members, one of whom shall be selected by the evaluatee and one of whom shall be chosen jointly by the appropriate vice president and the AFT chapter president.

Rather than recording the evaluation on a standard comprehensive evaluation form, the committee shall record the evaluation on an appropriate specialized evaluation form found in Appendix C.

D. Evaluation of Department Chairs

1. During a faculty member’s service as a department chair, his or her performance of the department chair’s duties and responsibilities shall be evaluated at the end of his or her first year of service as department chair and at least once every other academic year thereafter.

2. The evaluation of a department chair shall be conducted by the appropriate vice president or designee in the following manner:

   a. The appropriate vice president or designee shall solicit information about the department chair’s performance of his or her duties and responsibilities as chair. The Evaluation of Department Chair/CDC Director/Nursing Director Form found in Appendix C shall be distributed to the faculty and staff in the evaluatee’s department as well as any others the vice president or designee believes should have relevant information about the evaluatee’s performance as department chair. Faculty shall have ten (10) working days to return the forms to the appropriate vice president or designee.

   b. The vice president or designee shall record the evaluation results on the Department Chair/CDC Director/Nursing Director Form (see Appendix C).

   c. The department chair may submit written comments on the evaluation within ten (10) working days, which will be appended to the evaluation.

3. The evaluation of a department chair is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

E. Evaluation of Temporary Adjunct Faculty

1. Temporary adjunct faculty shall receive a basic evaluation before the end of their second semester of employment and at least once every six semesters of employment thereafter. In each instance other than those in which an administrative evaluation is applicable, the evaluation shall be a basic evaluation conducted in the manner specified in Section G, below. However, temporary adjunct faculty members without seniority shall not be eligible to receive a comprehensive evaluation following a basic evaluation. Nevertheless, any temporary adjunct faculty member with seniority rights may request a comprehensive evaluation following a basic evaluation, and that request shall be granted if it follows an evaluation in which the temporary adjunct faculty member’s performance was rated “needs to improve” or “unsatisfactory.”
2. To initiate a formal evaluation, the appropriate vice president or designee, shall send the temporary faculty member, and his or her department chair, a notice informing them that the faculty member will be evaluated as provided in this article and specifying the time by which the evaluation should be completed.

F. Evaluation of Probationary Faculty

Probationary faculty shall be evaluated as specified in Article 42, Tenure Review and Evaluation of Contract (Probationary) Faculty.

G. Basic Evaluations of Tenured and Temporary Faculty

1. The evaluation shall be recorded on the appropriate basic evaluation form (see Appendix C) completed by the faculty member’s department chair, or a tenured faculty member designated by the department chair in consultation with the appropriate vice president or designee. Once completed, the evaluation shall be given to the faculty member and a copy shall be placed in the faculty member’s personnel file.

2. When the completed evaluation is given to the faculty member, no later than the 12th week of the semester, it shall be accompanied by written advice that the faculty member has the right to submit a written comment regarding the evaluation within ten (10) working days. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member’s personnel file.

3. In assessing the evaluatee’s performance, the individual responsible for completing the evaluation shall not be required to conduct any structured data gathering. The evaluator shall rely on available information, but only to the extent that it is relevant and obtained from appropriate sources (for example, information derived from: personal observation or experience with the evaluatee; the evaluatee’s peers or other co-workers; student evaluations, if any; self-evaluative material prepared by the evaluatee himself or herself; or prior evaluations).

4. Student evaluations shall be completed for all faculty (see Ed Code section 87663). The appropriate forms for student evaluations found in Appendix C shall be used. The process for student evaluations shall follow the format as described in G.4.a. through G.4.d. below. For the basic evaluation, the term “evaluator” used in the following format shall mean the “department chair or designee.”

a. Distribution of classroom faculty student evaluations. The evaluator shall be responsible for distributing the necessary student evaluation forms to the class(es), and the process shall be conducted with no faculty or administrators present. A student shall be selected to whom the evaluator shall give the forms for distribution. The selected student will collect the completed forms, and place them in an envelope. The selected student will seal, sign, and date across the sealed portion of the envelope and return it only to the evaluator.

b. Online Student Evaluations. For faculty who teach all or part of their assignment through Distance Learning (DL) courses, student evaluations will be conducted using the appropriate form in Appendix C. In discussion with the evaluatee, the evaluator will agree upon a manner to distribute and receive student evaluations in consultation with the college’s DL coordinator. One of two methods shall be used to distribute and receive student evaluations:
i. **Online Survey.** If this option is used, the DL coordinator will upload the appropriate student evaluation forms found in Appendix C and ensure the responses are sent to an email account agreed upon by the evaluator.

ii. **Direct emails of a Writable PDF.** If this option is used, the DL coordinator will send the writable student evaluation form to each student registered in the class and allow for the evaluation to be returned to an email account agreed upon by the evaluator.

Students shall be given at least one week to complete the student evaluation form. Once the time frame for the student evaluation has expired, the evaluator will meet with the evaluee to review the student evaluations consistent with G.4.d. below.

c. **Non-classroom faculty student evaluations.** Student evaluations will be conducted using the appropriate form in Appendix C. The evaluator will be responsible for collecting student evaluations. The process for collecting the student evaluations will be agreed upon by the evaluee and the evaluator. Student evaluations will be opened and reviewed in a manner consistent with G.4.d. below.

d. **Reviewing of student evaluations.** The evaluator shall open and review the student evaluations with the evaluee present and the evaluator will retain the student evaluation forms for the evaluation report. Only student evaluation forms collected for the current evaluation process shall be reviewed by the evaluator. At the completion of the evaluation process, and after grades have been submitted by the evaluee, the original student evaluation forms will be given to the evaluee.

5. **Process for Observation of Faculty**

   a. The department chair or designee must inform the faculty member of a timeframe for being observed.

   b. If the faculty member teaches a DL course, the department chair or designee will have access to the DL course for a mutually agreed upon timeframe.

6. In addition to indicating ratings of a faculty member’s performance, the individual responsible for completing the evaluation may recommend that the faculty member engage in appropriate personal growth or professional development activities.

7. If a faculty member’s overall performance on his or her basic evaluation is rated “needs to improve” or “unsatisfactory,” the faculty member shall be informed in writing by the department chair or designee that he/she has the right to a comprehensive evaluation and asked if he/she wants one. The faculty member must respond, in writing, within ten (10) working days. If a comprehensive evaluation is requested, it shall commence no later than the next academic semester.

8. Following a basic evaluation, a tenured faculty member may request, and if requested, shall receive a comprehensive evaluation, which shall commence no later than the next regular semester.

H. **Comprehensive Evaluations of Tenured and Temporary Faculty**

1. The president or designee shall appoint a peer review committee to conduct the evaluation. The committee shall consist of the following:
   
   a. the appropriate department chair or designee;
b. two tenured faculty members, one of whom shall be selected by the evaluatee, and one of whom shall be chosen by the department; and

c. the appropriate vice president or designee, who shall be a non-voting member of the committee

The appropriate vice president or department chair may name a designee to serve on the committee anyone who is an academic administrator or tenured faculty member at the college, or—with the approval of the college president—anyone who is an academic administrator or tenured faculty member at another community college in California. The faculty member has the option of submitting a timely challenge to the appointment of any one voting member from the peer review committee. To be timely the challenge must be received in writing by the college president on or before the date of the peer review committee’s first meeting. Whenever a committee member needs to be replaced because of the receipt of a timely challenge, the college president shall promptly appoint a replacement by following the appointment process applicable to the replacement member’s predecessor.

2. Once appointed, the peer review committee shall elect one of its members to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and maintain an evaluation file consisting of all of the documents and other materials that are relevant to the evaluation and that need to be preserved as a part of the process.

3. Before commencing any structured data gathering or engaging in any other substantive business, the peer review committee shall prepare a plan for the evaluation that specifies:

   a. The materials it intends to request from the faculty member being evaluated (for example: observations consistent with H.6. below, self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; student evaluations, or other relevant work products.);

   b. The extent to which it intends to collect data from students, peers, administrators or other individuals using the data collection instruments set forth in Appendix C;

   c. The timeframe for when student evaluations will be administered and for which course section(s).

   d. How it intends to inquire into the nature and extent of the faculty member’s response to recommendations contained in any of his or her prior evaluations;

   e. Whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and

   f. A general schedule indicating a timeframe for when the committee intends to complete its work.

4. Before adopting a final version of its plan, the committee shall share a draft of the plan with the faculty member being evaluated and solicit his or her comments. Once it adopts a final plan, the committee shall send a copy of the plan to the evaluatee and the appropriate vice president.
5. Student evaluations shall be completed for all faculty (see Ed Code section 87663). The appropriate forms for student evaluations found in Appendix C shall be used. The process for student evaluations shall follow the format as described in G.4.a. through G.4.d. of this Article. For the comprehensive evaluation, the term “evaluator” used in the above referenced format shall mean the “peer review committee” or the “chair of the peer review committee,” however such committee wants to delegate such responsibility amongst the committee members.

6. **Process for Observation of Faculty**
   
   a. The peer review committee must inform the faculty member of a timeframe for being observed.

   b. If the faculty member teaches a DL course, the peer review committee will have access to the DL course for a mutually agreed upon timeframe.

7. At the conclusion of its data gathering, the peer review committee shall review all of the data collected as part of the evaluation plan, as well as any formal recommendations to the faculty member contained in his or her past evaluations. Based on that information, the committee shall complete a comprehensive evaluation summary using an appropriate summary form (see Appendix C). For each applicable performance category listed on the form, the committee shall:
   
   a. prepare a brief narrative assessment of the faculty member’s performance that reflects the committee’s analysis of the data it collected; and

   b. assign one of the following ratings: “meets/exceeds expectations” or “needs to improve.”

   The committee may also include as a part of the comprehensive evaluation summary any formal recommendations to the faculty member being evaluated it believes are appropriate.

8. As a part of the comprehensive evaluation summary the peer review committee shall also include its recommendation as to whether the faculty member’s overall performance should be rated as “meets/exceeds expectations,” “needs to improve,” or “unsatisfactory.”

9. Formal actions of the peer review committee shall be taken by majority vote of the committee, but if the members of the committee do not agree on the content of the comprehensive evaluation summary, the committee shall provide for dissenting views to be documented and included as a part of the summary.

10. In addition to completing a comprehensive evaluation summary, the peer review committee may also prepare a separate document containing any informal comments or recommendations to the the evaluatee. Any such document shall be treated as a private communication to the faculty member and shall not become part of the evaluation file. The peer review committee will hold a final evaluation meeting with the faculty member to discuss the committee’s findings.
11. The peer review committee shall forward the comprehensive evaluation summary to the faculty member being evaluated for his or her comment. If the faculty member submits comments, the committee shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the comprehensive evaluation summary, and any other relevant documents) to the appropriate vice president or designee. If the faculty member declines to comment, or fails to comment within ten (10) working days of the date on which the committee sent the summary to the faculty member, the peer review committee shall forward the completed evaluation file (including all of the materials referenced above) to the appropriate vice president or designee.

12. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the appropriate vice president or designee shall either:
   a. complete the evaluation by formally accepting and signing the peer review committee’s evaluation summary; or
   b. return the evaluation to the peer review committee with a written explanation of the reasons he/she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he/she perceived.

13. If the appropriate vice president or designee declined to accept the evaluation and instead returned it to the peer review committee, the following shall occur:
   a. The peer review committee shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the appropriate vice president or designee perceived with the evaluation. If the committee determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the appropriate vice president or designee, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate, or leave it unchanged.
   b. Once the peer review committee has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections or amendments to the evaluation summary it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the evaluee for his or her comment. If the faculty member declines to comment, or fails to comment within ten (10) working days of the date on which the committee sent the summary to the faculty member, the peer review committee shall forward the evaluation summary to the appropriate vice president or designee.
   c. Upon receiving the evaluation summary, the appropriate vice president or designee shall complete the evaluation by formally accepting and signing the peer review committee’s evaluation summary.

14. Once the appropriate vice president or designee has completed the evaluation by formally accepting the peer review committee’s evaluation summary, he/she shall deliver the evaluation summary to the faculty member and place a copy of it in the faculty member’s personnel file.
15. The completed evaluation, when delivered to the faculty member by the appropriate vice president or designee, shall be accompanied by written advice that the faculty member has the right to submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member’s personnel file.

I. Administrative Evaluation

The college president or designee may initiate an administrative evaluation if one of the following conditions exists:

1. a faculty member’s overall performance on his or her comprehensive evaluation is rated “needs to improve” or “unsatisfactory;” or

2. the college president cites identifiable issues about the faculty member’s performance that are disclosed by the faculty member’s basic evaluation, the faculty member declines the opportunity to receive a comprehensive evaluation, and the department chair concurs that the issues cited by the college president warrant further review and documentation through an administrative evaluation; or

3. the college president cites identifiable issues about the faculty member’s performance that are disclosed by the faculty member’s comprehensive evaluation, and the peer review committee concurs that those issues warrant further review and documentation through an administrative evaluation; or

4. the college president determines that an administrative evaluation is appropriate to review events or circumstances that could lead to formal disciplinary action under Education Code Section 87732 (in which case the evaluation, once completed, shall be deemed to have served the purposes specified in Education Code Section 87671).

Any administrative evaluation initiated under Subsection 1, 2 or 3 of this section shall be commenced within thirty working days of the completion of the basic or comprehensive evaluation. Furthermore, it shall be concluded within sixty days after it was commenced.

J. Administrative evaluations shall be conducted as follows:

1. If the administrative evaluation follows a basic or comprehensive evaluation, the appropriate vice president or designee shall solicit input from the following:

   a. the individual who completed the evaluation (in the case of a basic evaluation), or the peer review committee (in the case of a comprehensive evaluation);

   b. appropriate individuals the faculty member identifies as having relevant information about his or her performance; and

   c. any others the appropriate vice president or designee believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the appropriate vice president or designee before he/she completes the administrative evaluation.
2. The appropriate vice president or designee may, if it is appropriate to the evaluation, observe the faculty member as he/she teaches or performs his or her other duties, conduct student evaluations with prior notification to the faculty member as to when such student evaluations would occur, or collect relevant data through other appropriate data collection methods.

   a. If the vice president or designee chooses to observe the faculty member, the process described in G.5 shall be used.

   b. If the vice president or designee chooses to collect student evaluations, the process described in G.4 shall be used.

3. The administrative evaluation shall be recorded on the appropriate administrative evaluation form (see Appendix C). Once the appropriate vice president or designee has completed the form, he/she shall deliver the evaluation to the faculty member and place a copy of the form in the faculty member’s personnel file.

4. The completed administrative evaluation, when delivered to the faculty member by the appropriate vice president, shall be accompanied by written advice that the faculty member has the right to submit a written comment, within ten (10) working days, regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the administrative evaluation contained in the faculty member’s personnel file.

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**ARTICLE 20 : RESIGNATION**

**Resignation**

A. **Definition.** A resignation is a voluntary statement on the part of a faculty member that he/she wishes to terminate employment with the District.

B. **Procedure.** The resignation should be submitted in writing and given to the faculty member’s immediate supervisor for forwarding to the college president or vice chancellor who, in turn, will forward it to the District office, Human Resources. In cases where a faculty member does not file a written resignation, but does give oral notice of resignation, every effort should be made to obtain a written statement from the faculty member. If only an oral statement can be obtained, the college president or vice chancellor should fill out as much information as possible on the District’s resignation form. “Oral Resignation” should be indicated on the “signature” line and the form signed by the college president or vice chancellor and forwarded as listed above. If “oral notice” is given by telephone, the receiver must be certain of the identity of the caller.

C. **Effective Date.** A faculty member may resign at any time, effective on the date the faculty member designates.
D. Withdrawal of Resignation

1. The college president/vice chancellor shall immediately forward a copy of all resignations to the District Office of Personnel Operations.

2. Resignations are withheld from processing to the Board of Trustees for five (5) days after receipt. Receipt is the earliest date of verified receipt by any office, whether college, division or District Office of Personnel Operations. If a request to withdraw a resignation is postmarked and received within five days of receipt of resignation or otherwise received within the five day period, the resignation will be rescinded.

3. If, within the five day period, no request to withdraw a resignation is received by the Office of Personnel Operations, the resignation will be processed. If a request to withdraw a resignation is received within the five day period, the resignation is considered to be rescinded and will not be processed.

4. After the five day period has passed and before acceptance of the resignation by the Board of Trustees, a verbal or written request to withdraw the resignation will be considered if it is in the best interest of the District. Such request must be made in writing and, if made orally, must be followed by a written request within five days. If no written request is received by the end of the five days, the resignation will be processed to the Board of Trustees.

E. Cancellation. Resignations which have been approved by the Board of Trustees may be cancelled by the Board before the effective date if approved by the college president or vice chancellor. If the effective date has passed, a faculty member can be returned to service only through the selection process.

F. Resignations to Avoid Dismissal. In cases for which Board policy allows resignation in lieu of dismissal, a person against whom a dismissal action has been started may submit his/her resignation at any time prior to dismissal by the Board. However, a resignation to avoid dismissal cannot be withdrawn.
A. For purposes of Education Code Section 87743.1 the list of “Faculty Service Areas” (FSA) in the Los Angeles Community College District shall include the state discipline list as defined by the Board of Governors. A faculty member will be considered “competent” in an FSA if, for that discipline, the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision; or holds the appropriate credential.

B. An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.

C. For new employees, initial screening for FSA status eligibility shall be performed by the Department of Human Resources as part of the salary rating-in process. The District shall notify the faculty member of the screening results. New employees may petition as in section B. above.

D. Refusal to grant recognition in an FSA, after filing a petition as in B. above, is grievable under Article 28, Grievance Procedure, with the following modification:

1. The grievant shall be represented by the AFT in all steps of the grievance procedure.

2. The Step I meeting will be held with the vice chancellor of Human Resources or his/her designee.

3. Step II of the grievance procedure shall be omitted.

E. The last day to apply for recognition of an FSA for use in any academic year is February 15th of that academic year.

F. In accordance with A. above, the FSAs of the Los Angeles Community College District are listed in Appendix F. Changes in the faculty discipline list maintained by the Board of Governors in the document “Minimum Qualifications for Faculty and Administrators in California Community Colleges” shall be considered incorporated into Appendix F.
A. The AFT and the District agree to reopen negotiations on a retirement incentive at any time at the request of either party.

B. **Resignation/Retirement Dates**

It is the responsibility of the faculty member to carefully choose his/her resignation/retirement dates. Based on clarification from CalSTRS an eligible member can resign/retire as described below even though he/she may still be owed a final district level pay warrant at the end of January or June.

Based only on the paragraph above, the earliest resignation/retirement dates are as follows:

1. **C Basis Classroom (and C Basis Non-classroom Faculty who are on the 15 Week Pattern Compressed Calendar)**

   The earliest resignation/retirement dates for C basis classroom and C basis non-classroom faculty on the 15 week pattern compressed calendar retiree candidates shall be:

   **FALL:**
   - Resign—the last day of finals of the fall semester as indicated by the bracket, ], marking the end of fall classes on the 15 week pattern calendars in Appendix M¹
   - Retire—the calendar day immediately following the resignation date (even if it falls on a holiday or weekend)
   (Note fall semester retirements may result in diminished pension benefits from CalSTRS—Contact your CalSTRS counselor)

   **SPRING:**
   - Resign—the last day of finals of the spring semester as indicated by the bracket ] marking the end of spring classes on the 15 week pattern calendars in Appendix M²
   - Retire—the day following the resignation date (even if it falls on a holiday or weekend)

2. **C Basis Non-classroom Faculty**

   The earliest resignation/retirement dates for C basis non-classroom faculty retiree candidates shall be:

   **FALL:**
   - Resign—the last day of duty in the fall semester as indicated by the bracket, ], on the C basis non-classroom calendars in Appendix M³
   - Retire—the calendar day immediately following the resignation date (even if it falls on a holiday or weekend)

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¹For Fall 2011—Dec 15; for Fall 2012—Dec 16; for Fall 2013—Dec 15; for Fall 2014—Dec 21
²For Spring 2012—June 1; for Spring 2013—June 3; for Spring 2014—June 9; for Spring 2015—June 7
³For Fall 2011—Jan 13; for Fall 2012—Jan 11; for Fall 2013—Jan 10; for Fall 2014—Jan 16
SPRING:
Resign—the last day of duty in the spring semester as indicated by the bracket, ] , on the 
C basis non-classroom calendars in Appendix M
Retire—the calendar day immediately following the resignation date (even if it falls on a 
holiday or weekend)

3. D Basis Faculty (Including Partial D Basis)
The earliest resignation/retirement dates for D basis faculty retiree candidates shall be:
Resign—June 30
Retire—July 1
(D basis retiree candidates wishing to retire at any other time in the year will have to have 
their CalSTRS service credit adjusted appropriately.)

C. Regular faculty members who retire from service with the District shall not, by virtue of their 
retirement, be deemed to have relinquished their placement on a seniority list in a discipline 
under Article 16.

D. Notwithstanding anything in Article 16 to the contrary (but subject to all of the limitations and 
conditions specified below) every newly retired faculty member who is not already on a seniority 
list in a discipline under Article 16, may request, and shall be granted placement on a seniority list 
in a discipline under Article 16. A newly retired faculty member's placement on a seniority list 
under this section shall be subject to the following limitations and conditions:

1. To be eligible to receive placement on a seniority list under this section, the faculty member 
must have served the District as a contract or regular employee for fifteen or more years 
before his or her retirement.

2. The opportunity to receive placement on a seniority list under this section shall only be 
available to those faculty members who submit a written request for placement on a seniority 
list to their department chair and vice president of Academic Affairs. All such requests must 
be received within thirty calendar days after the effective date of the faculty member's 
retirement and at least forty-five days before the beginning of the term during which the 
faculty member wishes to receive his or her first adjunct assignment under this section.

3. Under this section the only seniority list on which a faculty member can be placed is the list 
for an appropriate discipline at the college from which the faculty member retired.

4. For the purposes of determining the faculty member's seniority under Article 16 the faculty 
member's “first semester of employment as an adjunct employee” shall be deemed to be the 
semester during which the faculty member's retirement date falls or (if his or her retirement 
date falls outside of a semester) the semester immediately preceding his or her retirement 
date. Once granted placement on a seniority list pursuant to this Article, the faculty member's 
right to continue as an adjunct faculty member and to receive adjunct assignments shall be 
governed exclusively by the terms of Article 16.

'For Spring 2012—June 1; for Spring 2013—May 31; for Spring 2014—May 30; for Spring 2015—June 5
Article 23

Professional Growth

Professional Growth Committee

A. Each college shall establish a Professional Conference and Tuition Reimbursement Fund. The Professional Conference and Tuition Reimbursement Fund shall be administered under procedures adopted by a Professional Growth Committee composed of one academic administrator selected by the college president, at least one regular faculty member selected by the AFT and two regular faculty members selected by the Academic Senate.

B. The Professional Growth Committee shall select a faculty member as chair, prescribe the chair's duties and authority, determine its own procedures, and take all other actions by majority vote.

C. The Professional Growth Committee shall:

1. Recommend the award of reimbursements or other authorized disbursements from the Professional Conference and Tuition Reimbursement Fund of the college on the basis of legitimate criteria listed in the college procedures including, but not limited to, the professional merit of the conferences, workshops, institutes, conventions, seminars, courses or programs attended, and the extent to which they are likely to enhance the performance of faculty or otherwise contribute to their professional development.

2. Publicize opportunities and deadlines.

3. Judge all applications for the use of funds impartially.

4. Award reimbursements or other authorized disbursements from the Professional Conference and Tuition Reimbursement Fund in an appropriate manner. Without clear evidence to the contrary as to the appropriateness, such disbursements shall be accepted.

5. Provide a bi-annual accounting of all funds under the committee's jurisdiction to all faculty at the college in a manner agreed upon by the committee.

Professional Conferences

D. Each college shall use its Professional Conference and Tuition Reimbursement Fund to defray, in whole or in part, the cost of attendance by faculty members at professional conferences, workshops and seminars, including all necessary and reasonable costs for fees, travel, board, and lodging, not to exceed $1500 per faculty member for any conference, workshop or seminar. Whether or not a particular cost qualifies as being “necessary and reasonable” shall be determined by reference to Board Rules (or any regulations adopted pursuant to them) applicable to all District employees that govern reimbursement of expenses incurred in the course and scope of employment.
E. A faculty member who wishes to receive funding for attendance at a professional conference, workshop or seminar shall file a written application as prescribed in the college procedures governing the administration of the college’s Professional Conference and Tuition Reimbursement Fund. The form of the application shall be specified in the college procedures, but shall include, at a minimum, the nature and purpose of the conference, workshop or seminar, an itemization of the estimated costs to be incurred, and the amount of funding requested.

F. If a college directs a faculty member to attend a conference or meeting all of his or her necessary and reasonable costs for fees, travel, board, and lodging shall be reimbursed by the college. If the Professional Growth Committee does not recommend funding the faculty member’s attendance at the conference or meeting, or if there are insufficient funds available from the Professional Conference and Tuition Reimbursement Fund for any other reason, the college shall allocate the funds needed from other sources.

**Tuition Reimbursement**

G. Each college shall use its Professional Conference and Tuition Reimbursement Fund to reimburse faculty members for the cost of tuition paid for enrollment in credit courses at accredited colleges or universities, or participation in workshops, institutes, or other organized activities that are similar programs of formal training and instruction such as those offered by recognized business, industry, governmental, professional, and occupational organizations or associations.

H. To be eligible to receive reimbursement, a faculty member must be employed as a contract or regular faculty member, or as an adjunct faculty member who is on a seniority list under Article 16. In addition, he/she must comply with all of the requirements set forth in the procedures governing the administration of the college’s Professional Conference and Tuition Reimbursement Fund. At a minimum, those procedures shall require the faculty member to:

1. seek and obtain approval of an educational plan before enrollment in the course or program that identifies the course or program the faculty member intends to complete; explains the reasons the faculty member wishes to complete the course or program, as well as the benefits the faculty member and the college should derive from that completion; and specifies the amount of tuition reimbursement sought;

2. successfully complete the course or program for which reimbursement is sought; and

3. submit acceptable evidence of successful completion of the course or program, as well as valid proof of the tuition paid by the faculty member within sixty calendar days after the course or program ends.

Unless otherwise expressly provided for in a college’s Professional Conference and Tuition Reimbursement Fund procedures, the amount of tuition reimbursement a faculty member can receive for tuition paid during a single academic year shall be limited to fifty percent of the tuition paid or $3000, whichever is less.
I. To provide a minimum level of funding at each college for the purposes of this article, the District shall appropriate the following amounts for distribution to the colleges: $250,000 for each fiscal year for the duration of this contract. Each year, the amount appropriated shall be allocated among the colleges in proportion to each college’s full-time equivalent faculty (FTEF) compared to the total FTEF for all of the District’s colleges. The allocation shall be placed in each college’s Professional Conference and Tuition Reimbursement Fund.

### Article 24

**Personnel Files**

**A. Definition.** A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or in the President’s office at the campus. These files shall not include a supervisor’s personal notes and the records relating to grievances and arbitrations. The materials in these files shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee.

**B. Placing Materials in the File**

1. A faculty member shall be provided a copy of all written material prior to the time it is placed in his/her personnel file. No material may become a part of an employee’s record, placed in his/her personnel file, until the employee has been provided a copy of such material and had an opportunity to respond. Such material shall be provided to the employee within a reasonable period of time after receipt of said material.

2. Materials may be placed in the file by the appropriate administrator whose name shall be noted on the material so placed, along with the date of such placement.

3. Adverse material which has been placed or will be placed in an employee’s personnel file shall not be retained in that file for more than four years after original receipt of the materials unless the employee asks that the material be retained.

**C. Viewing the File**

1. An employee shall have the right at any reasonable time to inspect his/her personnel file.

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

3. The employee’s AFT representative shall have the right, with the written consent of the employee, to inspect the employee’s personnel file at a reasonable time.
A. General Policy on Leaves of Absence

1. Definition. A leave of absence is an authorized absence from duty, for a specific period of time and for an approved purpose, with the right to return to a position in the same classification at the conclusion of the leave.

2. Leave Categories
   a. Mandatory Leaves. The District shall grant certain mandatory leaves requested by faculty members if requirements have been met and reasons suitably documented. Such leaves are: Bereavement, Illness, Industrial Accident, Family and Medical Leave, Maternity/Paternity, Rest, Pregnancy Disability, Assault and Battery, Military, Government Service, Governmental Order, Parental (mandatory in those instances defined in Section P. 1. d. below; otherwise optional), and Sabbatical Leave.
   b. Optional Leaves. All other leaves requested by faculty members may or may not be granted, depending on the status and service of the faculty member, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. If an optional leave is denied, reasons must be specified on an appropriate form.
   c. Pre-Retirement Reduced Workload Program – pursuant to Article 26.

3. Requirements. Each leave category has specific requirements which must be met before the leave can be granted. When a faculty member requests a leave comprised of more than one category, the combined leave must be approved in advance and must still comply with the minimum/maximum requirements.

4. Length of Leave. The minimum and maximum length of leave (including extension) depends on the type of leave. Except as otherwise provided by this Agreement, in determining eligibility for extension of leaves, a major portion of a semester counts as a semester and part-time leaves are considered the same as full-time leaves. A particular leave may be extended by the chancellor or designee beyond the length of time stated in this Article for that leave. Any combination of consecutive leaves is limited to six semesters unless extended by the chancellor or designee. Leaves are consecutive if not separated by regular service for at least 130 days.

5. Compensation and Benefits. Faculty members on leave may receive full pay, partial pay, or no pay depending upon the type of leave. Unless otherwise indicated, a faculty member without health and related benefits due to being on leave shall be eligible to retain health and related benefits by paying the cost of his/her health and related benefits. Each faculty member granted leave shall, at the time notification of leave approval is given, receive written indication of this right and a timetable and schedule for health and related benefits package payment. Faculty members not electing to pay health and related benefits shall have their coverage rescinded until return from leave. Each faculty member granted leave shall, at the time notification of leave approval is given, be so informed. A faculty member on leave whose health and related benefits have been rescinded, shall have those benefits automatically reinstated on the date of official return to service in accordance with the reenrollment provision of Article 27, Benefits.
6. Request Procedure
   a. Leaves for fewer than 21 working days shall be requested orally and granted orally by the college president or vice chancellor.
   b. Leaves for more than 20 working days shall be requested in writing on the proper forms (Form C131 and any necessary supplements). If the college president or vice chancellor approves the release of the faculty member and the Division of Human Resources approves the eligibility of the faculty member the leave shall be granted.

   Leave requests must be filed no later than 60 days prior to the start of the semester in which the leave will begin. Faculty members, college presidents and department chairs shall receive notification of leave request disposition within 30 days of filing leave request. If leave request is denied, the reason(s) must be indicated. Exceptions to the filing requirements may be granted by the chief administrative officer of the Division of Human Resources.

7. Effect on Step Advance. Time spent on the following leaves counts as service toward step advance: All paid leaves, Exchange, Government Service, Military, Organization leaves. Time spent on other types of leave does not count toward step advancement.

8. Effect on Retirement. Time on the following leaves counts as service toward retirement in the same proportion as the salary received: Illness (if paid), Industrial Accident, Military, Sabbatical, Exchange (if paid by the Los Angeles Community College District).

9. Effect on Leave Privileges. Most leaves require at least two consecutive semesters or the hourly equivalent of 130 days of full-time actual service immediately preceding the leave. A Sabbatical, Exchange or Government Service Leave meets this requirement. Time on other leaves does not meet this requirement.

10. Effect on Sabbatical. Time on Exchange or paid Military leaves counts toward the service requirement for Sabbatical leave. Time on other leaves does not count. Leaves do not break time service continuity for Sabbatical, but may reduce the days served in a year below the minimum required.

11. Effect on Points. Faculty members on leave may earn points without limitation (except for educational travel), but may use them for column advance only under the same limitations that apply to faculty members in active service.

12. Effect on Assignment. A faculty member returning from leave is reassigned to the college or division from which leave was taken unless a transfer would have been made if the faculty member had been on duty.

13. Return to Service. Request to cancel an approved leave or to return to service prior to the expiration date of the leave will be considered by the college president or vice chancellor on the basis of convenience to the District. There is no obligation to permit such cancellation or early return. Even though a request to cancel a leave is made before the effective date, there is no obligation to approve such a request.

14. Failure to Return. Failure to report for duty at the expiration of leave may be adequate cause for dismissal.
Paid Leaves

B. Bereavement Leave (Mandatory)

1. Definition. A bereavement leave is an approved absence due to the loss by death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or who lived in the same domicile. Bereavement leave is also granted for absence due to:
   a. Official notice in time of war that a member of the immediate family is “missing in action,”
   or
   b. Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

2. Requirements

   STATUS: All faculty members are eligible for a bereavement leave except a day-to-day substitute.

   SERVICE: Faculty members must be in active service (not on leave) at the time of the leave.

3. Length and Time of Leave

   A maximum of three working days (or five days if more than 200 miles travel one-way is required) for the death of a member of the “immediate family,” not necessarily consecutive, within ten calendar days after demise or notification of date of funeral. A three-day bereavement leave may be granted for each death described above even though more than one death occurs simultaneously; such leaves may be consecutive.

4. Compensation

   a. Regular salary shall be paid for a maximum of three or five days absence for each instance of absence due to bereavement as described above.

   b. Salary payment must be authorized by the college president or vice chancellor and reported on the appropriate District-designated form.

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

6. Request Procedure. Make a request to the college president or vice chancellor.

C. Exchange Leave (Optional)

1. Definition. An exchange leave is a leave granted to permit a faculty member to serve as an exchange faculty member in any foreign country or in any state, territory, or possession of the United States.

2. Status Requirement. The faculty member must have regular status on the effective date of the leave.

3. Length of Leave. The exchange is for one academic year only, unless extended for one additional year by consent of the chancellor and faculty member concerned.

4. Compensation. The compensation is determined by the exchange agreement.
5. Effects on Benefits

a. Leave of Absence. One year on an exchange leave counts toward the service requirement for a sabbatical leave. At the completion of any exchange, the faculty member shall serve at least two consecutive years with a minimum of 130 days of full-time service each year before being eligible for another exchange assignment.

b. Step Advance. Credit for service on an exchange leave counts toward step advance as if service was in the District. A faculty member on such an exchange must have served a minimum of 130 days for which salary is paid, other than for illness or quarantine, while in the employ of the outside organization, in order to receive step advance upon return to the District. An affidavit of this experience completed by a representative of the employing organization must be filed with the Division of Human Resources verifying this service.

c. Retirement. Service on an exchange leave counts toward retirement if approved by CalSTRS. If retirement contributions are not deducted from compensation, the faculty member must personally arrange for payment of required contributions.

D. Governmental Order Leave Including Jury Duty (Mandatory)

1. Definition. A governmental order leave is granted to a faculty member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the faculty member. A jury duty leave is a form of governmental leave granted to a faculty member for the actual time he/she needs to be absent to comply with a summons for jury duty.

2. Requirements

   STATUS: All faculty members except day-to-day substitutes.

   SERVICE: The faculty member must be in active service (not on leave) at the time of the leave.

3. Length of Leave. The date or dates specified in the order, and—in the case of jury duty—the time actually needed to comply with the summons for jury duty. Absence for dates in addition to those specified must be certified by an authorized officer of the governmental jurisdiction.

4. Compensation

   a. Regular salary is allowed for period of leave if evidence of governmental order is provided.

   b. If any compensation is received for responding to governmental order, other than mileage and/or subsistence or compensation for District non-working days, such compensation shall be remitted to the District or, by arrangement with the faculty member, deducted from his or her regular earnings.

5. If a faculty member is compelled to miss two or more class sessions because of a governmental order or summons to jury duty, or if he/she believes there is a significant likelihood that that will happen, he/she should consult with his or her department chair or dean, if appropriate, to assist in determining any action (e.g., procurement of a substitute) that needs to be taken under the circumstances and how best to attend to the instructional needs of the faculty member's students while he/she is absent.
6. If the responsible committee of the Academic Senate determines it is appropriate, a faculty member who actually serves as a juror during a period in which his or her assignment does not normally require his or her presence on campus he/she may use the jury service to fulfill part of his or her professional development obligation, up to a limit of six hours.

E. Illness Leave *(Mandatory)*

1. **Definition.** Illness leave is a paid leave granted to a faculty member if he/she is:
   a. incapacitated by illness or injury;
   b. absent from duty because of a quarantine occasioned by his or her own or another’s illness;
   c. required to care for a spouse, qualified domestic partner, child, parent or other member of his or her close family who is incapacitated by illness or injury.

2. **Full-pay Illness Leave.** Faculty members shall be credited with full-pay illness leave as follows:
   a. **Monthly Rate Faculty** *(for the purposes of this section, “Monthly Rate Faculty” means Contract faculty, Regular faculty, and temporary faculty who are assigned and paid on a monthly rate basis).*
      i. On July 1 of each year, each Monthly Rate Faculty Member assigned on “A” or “D” basis shall be credited with twelve days of illness leave and those assigned on “B” or “C” basis shall be credited with ten days of illness leave. A Monthly Rate Faculty Member employed less than full-time shall be entitled to that proportion of the number of days granted a full-time faculty member that is most nearly equal to the percent of a full-time assignment for which he/she is employed.
      ii. Notwithstanding Section 2.a. (1) i., a full-time Monthly Rate Faculty Member on unpaid leave of absence shall have his or her entitlement to illness leave reduced by one day for each month the faculty member is on the leave of absence without pay, and in similar circumstances a Monthly Rate Faculty Member employed less than full-time shall have his or her entitlement to illness leave reduced on a pro rata basis.
   b. **Temporary Adjunct Faculty.** Temporary adjunct faculty are credited with illness days based on the number of days per week assigned as per the intent of Ed. Code Section 87781. For instance, if temporary adjunct faculty member works two days per week in both fall and spring semesters (such as a one TTH class) he/she shall have been credited with 4 illness days. If he/she worked MTWTh in fall and MW and S in spring, the illness credit would be 7 days for that academic year.
   c. **Non-classroom Temporary Adjunct Faculty Assigned a Regular Work Schedule.**
      Non-classroom adjunct faculty assigned a regular work schedule for a full semester or term are credited with illness days as in section E.2.b when they are assigned a regular work schedule. A regular work schedule is one such that
      i. the assignment begins at the start of a semester or term and ends at the end of a semester or term, and
      ii. the work pattern is consistent throughout the semester or term; i.e. the faculty member will provide service to the District in a regular work schedule (e.g., M-W-F, 9am to 10 am).
d. **Other Faculty** (including on-call day-to-day substitutes). Other faculty do not earn illness leave, but on-call day-to-day substitutes who have acquired an accumulated full-pay illness leave balance because of prior assignments as a Monthly Rate Faculty Member or a temporary adjunct faculty member may use that accumulated leave balance in on-call day-to-day substitute service.

e. **Additional Full-Pay Leave Credit for Intersession Service.** The maximum number of days of full-pay illness leave credit any faculty member can earn during any fiscal year shall be limited to twelve days. Subject to that limit, however, every faculty member who is entitled to be credited with full-pay illness leave under this Section E.3, and who completes an assignment that extends over a term of twenty or more working days during any intersession, shall be credited with an additional 1 day of full-pay illness leave as added compensation for that service. All unused full-pay illness leave shall accumulate from year to year.

3. **Compensation for Full-Pay Illness Leave and Deduction of Leave Hours**

a. When a faculty member is absent on illness leave and such absence has been properly reported and verified, the faculty member will be paid his or her full salary for the days of absence up to the total number of days of full-pay illness leave he/she has accumulated (or, for temporary adjunct faculty, until the end of the semester, whichever is first). Thereafter, he/she may be eligible for extended illness leave as provided in Sections 4 and 5, below.

b. One day of leave shall be deducted for each whole day of absence during the term of an illness leave. The term of an illness leave begins on the first working day during which the faculty member requires illness leave and extends through the last day on which the faculty requires illness leave. As provided in Section 7, below, illness leave shall not be deducted for holidays that fall within the term of an illness leave, nor shall it be deducted for any faculty vacation day or other day on which the faculty member is not required to be available for duty.

c. If a faculty member is absent for less than a whole day, full-pay illness leave shall be deducted as specified in the following table:
4. **Extended Illness Leave.** When a faculty member is incapacitated by illness or injury, or absent from duty because of a quarantine, and after he/she has exhausted all accumulated full-pay illness leave, the faculty member shall be eligible for extended illness leave as follows:

a. **Monthly Rate Faculty**

   i. Extended illness leave shall commence if the Monthly Rate Faculty Member is unable to work because of illness, injury, or quarantine, and after he/she has exhausted all of his or her accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until 100 days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine, including the days that were covered by full-pay illness leave.

   ii. When a Monthly Rate Faculty Member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 4.a.i. Extended illness leave shall be granted in increments of not less than one full day for each working day of absence.

b. **Temporary Adjunct Faculty**

   i. A temporary adjunct faculty member who is on a seniority list under Article 16 is eligible for extended illness leave if he/she is unable to complete an assignment during a semester because of illness, injury or quarantine, and after he/she has exhausted all accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until fifty days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine (including the days that were covered by full-pay illness leave), or the end to the semester, whichever is first.
ii. When a temporary adjunct faculty member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 4.b.i. Extended illness leave shall be granted in increments of not less than one full day for each scheduled working day of absence.

c. Other Faculty
   i. Other faculty are not eligible for extended illness leave.

5. Exhaustion of Illness Leaves. After a faculty member exhausts all accumulated illness leave and any available extended illness leave, the following shall occur:

   a. Monthly Rate Faculty
      i. After the exhaustion of all accumulated and extended illness leave, a Monthly Rate Faculty Member may return to work, resign, retire if eligible, or apply for an unpaid leave of absence under Section P. If the Monthly Rate Faculty Member applies for an unpaid leave, an initial leave of up to one year shall be granted.

      ii. If the Monthly Rate Faculty Member fails to return to work, resign, retire, or apply for an unpaid leave (or if a subsequent extension of an initial unpaid leave is denied) the faculty member shall be separated from service with the District and placed on a thirty-nine month reemployment list.

   b. Temporary Adjunct Faculty and Other Faculty
      i. After the exhaustion of all accumulated and extended illness leave, a temporary adjunct faculty member may return to work, resign, or apply for an unpaid leave of absence under Section P for the remainder of the term. If the faculty member applies for an unpaid leave for the remainder of the term, it shall be granted. If the faculty member fails to return to work, resign, or apply for an unpaid leave, his or her assignment shall be terminated and, notwithstanding anything in Article 16 to the contrary, he/she shall remain ineligible to receive any new assignments until he/she submits one of the following:

         (1) The completed appropriate District-designated form signed by the physician or other licensed practitioner.

         (2) If the physician’s signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.

      ii. After the exhaustion of all accumulated illness leave, a faculty member who is not a Monthly Rate Faculty Member or a temporary adjunct faculty member shall return to work or resign. If the faculty member fails to return to work or resign, his or her assignment shall be terminated and he/she shall remain ineligible to receive any new assignments until he/she submits one of the following:

         (1) The completed appropriate District-designated form signed by the physician or other licensed practitioner.
(2) If the physician’s signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.

6. **Effect of Illness Leave on Holiday Pay.** If a faculty member who is eligible for illness payment as indicated above receives pay because of illness, injury, or quarantine on either side of a holiday period for which he/she qualified for holiday pay, he/she shall receive holiday pay for the holiday period and the days of the holiday period shall not be considered as days of illness or injury leave. If a holiday occurs on the first day of the faculty member’s assignment, and he/she receives pay because of illness, injury or quarantine on the first day of his/her assignment following the holiday, the holiday shall not be considered as a day of illness or injury leave. If a holiday occurs on the last day of the faculty member’s assignment, and he/she receives pay because of illness, injury, or quarantine on the last day of his/her assignment preceding the holiday, the holiday shall not be considered as a day of illness or injury leave.

7. **Effect of Illness Leave on Benefits.** Time on illness leave with pay counts for step advancement, retirement, and vacation; credit in full for step advancement and vacation, and full or half, according to the pay allowed, for retirement. Time on illness leave does not count as active service in meeting requirements for other types of leaves.

8. **Effect of Illness Leave on Seniority.** Except as otherwise provided in Article 16, time on illness leave does not affect a faculty member’s seniority. However, a faculty member may not begin a new assignment offered under Article 16 unless he/she is able to begin performing the duties of the assignment when it commences. If there are circumstances preventing the adjunct rate faculty member from performing the assignment when it commences, such circumstances may be reviewed by the college president in consultation with the department chair and the AFT chapter president to determine the effect on the continuation of the assignment.

9. **Notification and Request Procedure**
   a. Whenever the use of illness leave is appropriate, it is the responsibility of the faculty member to notify an appropriate college official of the need to use illness leave. Notification must occur either sufficiently in advance of the start of any scheduled duties the faculty member will miss to permit the appropriate vice president or designee to notify the students and/or arrange a substitute to be assigned (if the college determines one is required) or, if advance notice is impractical, as soon as reasonably possible thereafter.
   b. Whenever a faculty member has reasonable cause to believe that he/she will need to be absent on illness leave during twenty or more consecutive working days, he/she shall submit a completed written Leave of Absence Request Form accompanied by supporting documentation from his/her licensed physician or other licensed practitioner verifying the fact that the faculty member cannot work because of illness or injury or to care for an immediate family member who is incapacitated by illness or injury.

10. **Reporting of Illness Leaves.** In the manner required by Section Q of this Article, faculty shall submit timely reports of all illness leave taken.
11. **Employment While on Leave.** The term of an illness leave begins on the first working day during which the faculty member requires illness leave and extends through the last day on which the faculty requires illness leave. If, at any time during that term, the faculty member is engaged in any gainful employment, he/she will be required to forfeit any illness pay claimed during the period of employment.

12. **Return to Service**
   
a. Each faculty member who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the District, submit a statement from his or her physician or other licensed practitioner stating the reason for the absence and certifying the faculty member’s ability to return to work.

b. Each faculty member who has been absent because of illness or injury for twenty consecutive work days or more, shall not return to work until he/she has submitted one of the following:
   
i. The completed appropriate District-designated form signed by the physician or other licensed practitioner.
   
ii. If the physician’s signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.

At the request of the District the faculty member shall also submit to a health examination by a physician retained by the District.

13. **Donation of Illness Leave.** Faculty members may donate full-pay illness leave credit as follows:

a. A faculty member who wishes to donate illness leave shall be employed as a regular faculty member.

b. To be eligible to receive donated illness leave, a faculty member must:
   
i. be employed as a contract or regular faculty member;
   
ii. have exhausted all of his or her accumulated full-pay illness leave and any available extended illness leave; and
   
iii. be entitled to illness leave as defined in E1. of this article.

c. Faculty members may donate up to five (5) days of illness leave per year (in one day increments), as long as they maintain a balance of at least 100 days.

d. To initiate the donation of illness leave a faculty member shall sign and submit an illness leave donation form provided by the District. (Go to LACCD.edu, Faculty and Staff Resources, Forms, Catastrophic Leave Donation, HR W-301).

14. **Transfer of Illness Leave from Another District.** Illness leave accumulated in other California school districts shall be credited to a faculty member upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within six months after the faculty member became an employee of the District.

15. Details of illness day accrual and expenditure may be found in the appropriate District policy. Illness balances may be checked via the Employee Self-Service (ESS) portal.
F. Industrial Accident Leave *(Mandatory)*

1. **Definition.** An industrial accident leave is one granted for absence because of occupational illness or injury which arose out of and in the course of District employment, and which qualifies under Worker’s Compensation, in order to preserve illness benefits for subsequent illness or injury which is not job connected.

2. **Length of Leave**
   
   a. Leave shall be granted from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the faculty member would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence regardless of the amount of a temporary disability indemnity award.
   
   b. The 60 days is not accumulative from year to year. If the absence extends into the following year, only the unused amount of leave for the same accident is available.

3. **Extension of Leave.** A faculty member who is unable to return after 60 days shall be continued on industrial accident leave but may be paid from accumulated illness benefits. At the exhaustion of regular illness leave benefits, if still unable to return, the faculty member shall be placed on unpaid industrial accident leave.

4. **Compensation.** Before salary payments can be made, the required accident report must be on file in the Business Services Division.

   a. The District will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the faculty member’s full salary. Such warrants are subject to normal retirement and other authorized deductions.

   b. During the initial 60-day absence, the faculty member shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the faculty member’s accumulated illness balance. If the 60-day maximum is exceeded, the faculty member may start drawing the regular illness compensation to which he/she may be entitled.

   c. A full day’s salary for a faculty member is the salary for one-twentieth of the average number of hours for which pay was received for the pay periods within his/her assignment code basis during the year immediately preceding the beginning of the leave.

   d. When vacation or any paid leave, except an industrial injury or industrial illness leave, is used in conjunction with temporary disability benefits derived from workers’ compensation, the vacation or leave shall be reduced by not more than the amount necessary to provide a full day’s salary when added to the temporary disability benefits.

   e. If a faculty member has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.
5. **Effect on Benefits.** Time on industrial accident leave does not constitute a break in service; the first 60 days is not charged against illness pay balance; time does count toward salary advance and retirement credit, but does not count as service for faculty tenure or eligibility for other leaves.

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

   b. A faculty member on industrial accident leave shall remain within the State unless the governing board authorizes travel outside the State.

G. **Assault and Battery Leave** *(Mandatory)*

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

2. **Length of Leave.** Leave shall be granted from the first day of absence resulting from assault and/or battery but paid leave shall not exceed one calendar year.

3. **Extension of Leave.** If unable to return at end of calendar year, the faculty member may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.

4. **Compensation.** When a faculty member is absent because of such assault and/or battery, the faculty member will be paid his/her full salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one year provision, compensation is paid under the same provisions as apply to other industrial accidents (See L.A.C.C.D. Personnel Guide Industrial Accident Procedures).

5. **Multiple Assignments.** Faculty members who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other assignments in which the faculty member is eligible for illness absence pay.


7. **Report to Law Enforcement Agency.** It is the duty of any faculty member who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such a faculty member is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than $200 and any action designed to influence the faculty member not to make such a report is also a misdemeanor subject to a fine of not less than $100 or more than $200 (Education Code 87014).
8. **Request Procedure.** The faculty member shall submit one of the following:
   
a. The completed appropriate District-designated form signed by the physician or other licensed practitioner, and a copy of the appropriate law enforcement agency report.
   
b. If the physician’s signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she cannot perform faculty duties because of injury, and a copy of appropriate law enforcement agency report.

9. **Return to Service.** A medical release form signed by a licensed physician or other licensed practitioner certifying the faculty member is able to return to work shall be provided by submitting one of the following:
   
a. The completed appropriate District-designated form signed by the physician or other licensed practitioner.
   
b. If the physician’s signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner.

H. **Organization Leave (Optional/Mandatory)**

1. **Definition.** An organization leave is a leave granted to enable a faculty member to serve as an elected officer in any officially recognized Los Angeles Community College District professional educational organization. AFT Organization leaves shall be mandatory, all others are optional.

2. **Requirements**
   
   **STATUS:** The faculty member must have contract or regular status on the effective date of the leave.
   
   **SERVICE:** No prior service is required.

3. **Length of leave.** Leave may be granted to the end of the academic year in which the incumbency begins and may be renewed annually during incumbency.

4. **Compensation.** Salary and benefits will be paid by the District for the period of service covered by the leave, provided the District is reimbursed by the organization within ten days of receipt of certification of payment of compensation as provided in EC 87768.5.

5. **Effect on Benefits.** Time spent on organization leave counts as service for salary step advance and for sabbatical leave. “Points” may be earned while on leave. No credit for salary step advance shall be allowed for time spent on organization leave outside the District.

I. **Personal Necessity Leave (Optional)**

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

**STATUS:** The faculty member must hold other than temporary or substitute status only at the time of the leave or be in a status that qualifies the faculty member for illness pay.

**SERVICE:** No prior service is required for those with contract or regular status. Service in prior status is required for substitutes.

3. Length of Leave. Leave may be requested for one or more hours of absence. The total paid hours allowed in any one academic year shall not exceed the equivalent of six days.

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

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

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

   b. (2*) **Accident (Faculty Member).** An accident to any faculty member’s person (not covered by illness leave or industrial accident leave), or to the faculty member’s property which is serious and requires the attention of the faculty member during his/her assigned hours of service.

   c. (3*) **Accident (Family).** An accident involving the person or property of a faculty member’s family (see I.5.a.) which is serious and requires the attention of the faculty member during his/her assigned hours of service.

   d. (4*) **Court Appearance.** Appearance in court as a litigant. (The faculty member must return to work in cases where it is not necessary for him/her to be absent the entire day.)

   e. (5*) **Witness.** Appearance as a witness under an official governmental order:

      i. Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or authorized officer of a court or other government jurisdiction; and

      ii. In any case in which a witness fee is payable, such fee shall be collected by the faculty member and remitted to the District Payroll Services Division; and

      iii. The faculty member must return to work in cases where it is not necessary for him/her to be absent the entire day.

   f. (6*) **Family Illness.** Illness of a member of the faculty member’s family (see “a” above).

   g. (7*) **Paternity.** Birth of a biological child, the adoption of a child, or receiving a foster child under eighteen (18) years of age.

*Reason number to be indicated on District form.*
h. (8*) **Home Protection.** Necessary action taken by the faculty member to protect his/her domicile occasioned by a natural event such as a flood or fire.

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

6. **Limitations**

   a. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the faculty member is entitled. However, for a Qualifying Event as described in item i.(9*) above, up to one day per year designated as "Personal Annual Leave" shall be available to a faculty member without being deducted from the number of full pay days allocated to the faculty member; if unused, such days shall not accumulate from year to year.

   b. Personal necessity leave shall not be granted during a scheduled leave of absence.

   c. Personal necessity leave shall not be granted for a faculty member organization meeting, or faculty organization activity unless the leave is approved by the chancellor or designee.

   d. Personal necessity leave shall not be granted for work stoppage activities.

   e. The faculty member is to return to work whenever it is not necessary for him/her to be absent for the entire day.

7. **Request Procedure.** The faculty member must fill out the appropriate District-designated form indicating the specific reason for absence and file it with the appropriate college vice president or district office division head. For any anticipated absence known in advance for reasons covered by 5.d.(4*), 5.e.(5*), and 5.i.(9*), the request is to be submitted prior to the absence. For all other qualifying events the request must be submitted immediately upon return to service.

8. **Administrator Approval.** Payment for personal necessity absence shall be made only upon certification by the faculty member’s administrator that the absence was due to a situation designated as a personal necessity within the limits described above. The administrator shall take whatever steps are necessary to satisfy himself/herself that a personal necessity did exist. Requests approved and signed by the administrator are to be retained with the payroll records of the college or district office division.

J. **Load Credit Leave (Mandatory)**

1. **Definition.** A Load Credit Leave is an earned leave to which a faculty member becomes entitled under the provisions contained in Article 39, Load Banking. The District does not require a faculty member who is on a Load Credit Leave to engage in any prescribed set of activities, but Load Credit Leaves are intended to provide faculty members with an opportunity for professional growth, development and renewal that benefits the faculty members themselves and, ultimately, their students.

*Reason* number to be indicated on District form.
2. **Requirements.** Only tenured faculty members who meet the requirements contained in Article 39, Load Banking, are eligible for a Load Credit Leave. A Load Credit Leave is either a halftime leave of absence or a full-time leave of absence. A half-time Load Credit Leave may be combined with a half-pay sabbatical leave of absence.

3. **Length of leave.** A Load Credit Leave is a leave of absence for one academic term.

4. **Compensation.** During a Load Credit Leave a faculty member will receive full pay and benefits.

**Partial Pay or Unpaid Leaves**

**K. Family And Medical Leave (Mandatory)**

1. **Definition.** A Family and Medical Leave is one granted to a faculty member who is compelled to be absent from duty because of the faculty member's own serious health condition which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; caring for a sick spouse, registered domestic partner, child or parent with a serious health condition; or a qualifying exigency arising from a faculty member's family member being on active military duty or called to active military duty.

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

   a. biological, adopted and foster children under eighteen (18) years of age

   b. anyone under eighteen (18) years of age who is treated as the faculty member’s child

   c. disabled children of any age — those who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living

   d. biological parents, and/or custodial parents and anybody who treated the faculty member as a son or daughter when the faculty member was under eighteen (18) years of age or disabled.

2. **Requirement.**

   **STATUS:** The faculty member must have contract or regular status in the District on the effective date of the leave.

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

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

   If a husband and wife both work for the District, and are both eligible for leave, they can have only twelve (12) weeks of leave for birth, adoption, foster care or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve (12) weeks for their own illness, or caring for a sick child or spouse.
Related leaves include Family Illness, Illness, Pregnancy Disability, Personal Necessity/Paternity, Maternity/Paternity and Parental. Benefits under this leave section run concurrently with leave benefits allowed under Family Illness, Illness, Pregnancy Disability, Personal Necessity/Paternity, Parental, and Rest Leaves.

4. **Compensation.** No salary will be paid by the District for the period of the leave. The faculty member may elect to use other leave time, such as Illness.

5. **Effect on Benefits**
   a. Faculty members on Family and Medical Leave shall be covered by District Hospital-Medical, Dental, Vision Group Coverage, and Group Life Insurance as though they were in active service.
   b. Time on Family and Medical Leave does count as service in meeting requirements for other types of leaves.

L. **Maternity/Paternity Leave (Mandatory)**

1. **Definition.** A Maternity/Paternity Leave is a leave of absence for any contract or regular faculty member who is required to absent herself or himself from their duties due to the birth or impending birth of a child or arrival of an adopted child.

2. **Requirements.**
   STATUS: Contract or Regular faculty members.

3. **Length of Leave.** The duration of such leave of absence shall be for a period not to exceed twelve (12) weeks, which is consistent with the provisions under Section K, Family and Medical Leave.

4. **Compensation.** A faculty member granted Maternity/Paternity Leave shall receive 50% of his/her pay for a period not to exceed 10 working days. Paid Maternity/Paternity Leave shall be granted to contract and regular employees who have a minimum of one year of service in the District. Additional time and/or 100% pay, up to a maximum of twelve (12) weeks, shall be granted if the eligible faculty member uses existing illness leave and/or elects to use any other approved leave option such as load banking and/or an annual load assignment in a pattern that permits time off.

   Additional unpaid time is possible as a Parental Leave. See Section P.1.d.

5. **Effect on Benefits**
   a. Faculty members on Maternity/Paternity Leave shall be covered by District Hospital-Medical, Dental, Vision Group Coverage, and Group Life Insurance as though they were in active service.
   b. Time on Maternity/Paternity Leave does count as service in meeting requirements for other types of leaves.
M. Pregnancy Disability Leave

1. **Definition.** A Pregnancy Disability Leave is a type of illness leave of absence for a prescribed period of time granted because of pregnancy of the faculty member and is generally the period of time during which the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from.

2. **Requirements.**

   **STATUS:** Contract or regular faculty members

3. **Length of Leave.** See Art. 25. E.3.b.

4. **Compensation.** The faculty member shall be permitted to utilize her illness absence pursuant to Section E. Illness Leave, of this Article (moved from Art. 25. L.4).

N. Military Leave (*Mandatory*)

1. **Indefinite Military Leave**

   **Definition.** An indefinite military leave of absence is one granted to a faculty member ordered to active military duty, for a period of more than 180 calendar days as provided in the Education Code, and the Military and Veterans Codes.

2. **Temporary Military Leave**

   **Definition.** A temporary military leave of absence is one granted to a faculty member ordered to active military duty for a period of not more than 180 calendar days (including travel time and required training) as provided in the Education Code, and the Military and Veterans Codes.

   Faculty members on Military Leave shall be compensated in accordance with the appropriate Board Rule.

O. Work Experience Leave (*Optional*)

1. **Definition.** A work experience leave is designed to allow a faculty member to accept employment outside the field of education in an occupation directly related to his/her District assignment.

   Such employment must be:

   a. Approved in advance,
   b. With an established organization or business enterprise, and
   c. Must provide a substantial increase in the faculty member's skill, knowledge, and understanding of his/her regular assignment.

2. **Requirement.** A contract or regular faculty member may be granted a work experience leave of absence based upon the same standards as those required for a sabbatical leave. Service requirements and eligibility for either a work experience leave or a sabbatical leave shall be counted from the date of return to duty from the last work experience leave or sabbatical leave, whichever is later.
3. **Compensation.** Any faculty member who has been granted a work experience leave of absence and who has complied with the provisions under which such leave was granted shall receive fifty (50) percent of his/her regular salary for the period of time for which such leave is granted, computed on a monthly basis; provided that, during the work experience leave period, compensation for new employment in excess of fifty (50) percent of the regular salary of the faculty member shall be deducted from allowable salary while on such leave of absence. Compensation for new employment during a work experience leave must be verified in writing by the employer. Allowable compensation for employment accepted during each semester of a work experience leave shall not include compensation from a continuation of any extra employment which the faculty member has had for the entire previous semester.

The required number of hours of post-work leave service may consist of full-time and part-time service provided the total amount of the time for which salary is received is equivalent to twice the period of the leave.

For the purpose of this leave, the use of the one semester to describe a period of time is to be understood for faculty members on various assignment bases to be the actual length of the work experience leave. If a work experience leave of absence is taken in two separate periods, one-half of the service, as herein defined, must occur after the second period of the leave is completed.

**Compensation may be requested under Plan A or Plan B:**

a. **Plan A.** Salary for work experience leave shall be paid in two equal payments. The first payment shall be paid at the end of the semester during which the faculty member has completed one-half of the required post-work experience leave service. The second payment shall be paid at the end of the semester during which the faculty member completes the second one-half of the required post-work experience leave service.

b. **Plan B.** Salary for work experience leave shall be paid in the same manner as if the faculty member were rendering service in the District, if such payment is requested by the faculty member.

Payment of work experience salary as described under Plan B shall be contingent upon the execution of a written indemnity agreement by which the faculty member pledges his/her assets as security for his/her compliance with the work experience leave requirements.

If the requirements under which the work experience leave was granted are not satisfactorily completed, if a significant portion of requirements is not completed, or if the work experience leave report is not approved, then either no compensation under Plan A shall be made, or there shall be a restitution to the District of funds received under Plan B.

4. **Work Experience Leave Reports to be Filed.** Each faculty member who has been granted work experience leave shall file, together with the appropriate verifications, the following reports:

a. During the period of the work experience leave, a monthly report showing compliance with the conditions of the leave.

b. After the period of the leave, but prior to the end of the second pay period following his/her return to active service, a written report describing his/her work experience leave activities.

Until such report has been submitted and approved by the chancellor, an amount equal to the work experience leave salary received by the faculty member shall be withheld from any salary due the faculty member for service after the second pay period following his/her return to active service.
5. **Incomplete Work Experience Leave**

   **a. Failure To Complete Requirements Due To Accident Or Illness.** Interruption of the program of employment caused by serious accident or illness during a work experience leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such faculty member under the terms of the leave agreement; provided, however, that the chancellor or designated representative had been notified as soon as practicable, of such accident or illness.

   **b. Failure To Complete Requirements Due To Other Causes.** A faculty member who has been approved for a work experience leave of absence who fails to complete all of the requirements of the work experience leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

   For an incomplete work experience leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths.

   For an incomplete work experience leave originally approved for less than a full year the fractional portion of requirements completed shall be at least one-half.

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

**P. Sabbatical Leave (Mandatory)**

1. Sabbatical leaves of absence shall be granted to eligible applicants according to the following conditions:

   **a.** The faculty member must have regular status in the District at the time the leave begins.

   **b.** The faculty member must have rendered service in the District for at least six consecutive two-semester periods preceding the beginning of the leave. Only service rendered subsequent to return from the most recent sabbatical leave and subsequent to the most recent break in service is counted except that all time served between the two periods of a split sabbatical leave counts for a subsequent sabbatical leave.

   **c.** A travel plan shall indicate absence from the Los Angeles area for a minimum of 50% of the sabbatical leave period. A study plan shall indicate enrollment in at least 5 semester units or its equivalent in an accredited institution of higher education for any period of the leave or the pursuit of an equivalent program of independent study. A study plan which includes approved work on an advanced degree at an accredited institution of higher education shall be at least equal to 4 semester units. A sabbatical leave plan may combine elements of travel, formal study, and independent study in ratio so as to meet the minimum requirements.
d. The leave may be taken for one or two semesters. The second semester of a two-semester leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within three years of the beginning date of the first leave.

e. A faculty member shall be paid one-half of his/her regular salary for the period of the leave.

f. A faculty member must render service in the District after return from a sabbatical leave which is equal to twice the period of the leave.

g. A Sabbatical Leave may be combined with a Load Credit Leave. If taken on a split basis, the second semester of a Sabbatical Leave combined with a Load Credit Leave must be completed within three years of the beginning date of the first leave. An extension may be requested if unusual circumstances would prevent this time frame from being met.

2. Limitations on Sabbaticals

a. Except as provided in subsection 2.b below, the Board may delegate to the chancellor, or designee, the authority to limit sabbatical leaves in such a way that: i) no more than one faculty member, or 20% of the contract and regular faculty in a given discipline (whichever is more) is simultaneously on leave during any single academic term; or ii) the number of faculty members on sabbatical leave at any one college does not exceed 3% of the contract and regular faculty assigned to that college.

b. Notwithstanding subsection 2.a above, the chancellor, or designee, shall exercise any authority designated under the subsection in such a way that no faculty member who has requested a sabbatical leave, but who has not asked for a concurrent Load Credit Leave, is denied his or her sabbatical leave.

3. Within three months following his/her return from a sabbatical leave, a faculty member shall give the college president or designee a report identifying the manner in which the faculty member accomplished his/her travel or study plan.

4. Every faculty member shall, as a condition of being granted a professional development leave, agree in writing to adhere to the travel or study plan he/she prepared, to submit a timely report about the leave as required by paragraph 3, above, and to render a period of service in the District after returning from the leave as required in paragraph 1.f above.

Q. Unpaid Leaves of Absence

1. Definition. An unpaid leave of absence is one that is granted to a faculty member for rest, personal travel or study, the pursuit of professional or similar opportunities requiring absence from service, or other reasons deemed appropriate by the college president or designee. An unpaid leave may take many forms, including for example, the following:

a. Government Service leave (Mandatory for regular faculty; Optional for others)—a leave to serve in some elected or appointed capacity in local, state or national government, for example, as an elected public official or Peace Corps volunteer.

b. Grant leave (Optional)—a leave to permit a faculty member to teach, lecture, or engage in research under a grant.

c. Opportunity leave (Optional)—a leave to permit a faculty member to engage in activities that are likely to enhance his or her ability to render valuable service to the District.
d. **Parental leave** *(Mandatory if due to the birth of a child or arrival of an adopted infant; otherwise Optional)—a leave granted to a faculty member to enable him or her to remain at home with a newborn child or to attend to other parental responsibilities.*

e. **Personal leave** *(Optional)—a leave to enable a faculty member to be absent from work for personal reasons.*

f. **Rest leave** *(Mandatory for contract and regular faculty; Optional for others)—a leave granted to a faculty member who, in the opinion of a physician or other licensed practitioner, requires a prescribed period of rest but is not sufficiently incapacitated to qualify for illness leave.*

g. **Study leave** *(Optional)—a leave to enable a faculty member to pursue a program of study.*

h. **Travel leave** *(Optional)—a leave to enable a faculty member to travel.*

2. **Requirements**

**STATUS:** The faculty member must hold other than day-to-day substitute status on the effective date of the leave.

**SERVICE:** No prior service is required.

**Documentation:** A faculty member who wishes to apply for an unpaid leave of absence must submit a written request for the leave with the college president or designee at least three months before the desired commencement of the leave unless he/she cannot file a timely request because the leave is needed to meet an unforeseen emergency, or the leave is for a period of fewer than twenty working days.

3. **Length of Leave.** A faculty member may request a full-time or partial leave of absence without pay for any period not exceeding two years. Thereafter, the leave (or any extension thereof) may, with the approval of the college president, be extended for an additional period that does not exceed one year.

4. **Compensation.** For a full-time leave of absence without pay, no salary will be paid by the District for the period of the leave. During a partial unpaid leave, a full-time faculty member shall receive the appropriate pro rata share of the salary he/she would have received had he/she continued to serve as a full-time faculty member.

5. **Effect on Salary Points.** If a regular faculty member who has requested a full-time unpaid leave of absence submits appropriate documentation that the leave is for the purpose of pursuing substantial study or travel for professional development purposes, he/she may earn points for the approved study or travel in conformance with established procedures.

6. **Effect on Benefits.** If during an unpaid leave a faculty member continues to meet the eligibility requirements contained in Article 27 (Benefits) for entitlement to the District’s contribution towards the premium costs of health benefit plans, he/she shall continue to receive that contribution. If the faculty member does not meet those requirements, he/she may continue to receive benefits under the Health Benefits Program by reimbursing the District in advance for the full premium of the benefits as specified in Article 27.
R. Leave Reports. It shall be the responsibility of every faculty member to notify his/her department chair or dean when a leave is needed, and every faculty member shall sign and file a leave report for each absence on the appropriate District-designated form. In addition, the college president or designee may periodically require every faculty member to file a statement on a form specified by the District affirming that he/she has fulfilled the obligation to report all absences and has not neglected or overlooked the need to file any leave reports.

### Article 26

**Pre-Retirement Reduction In Workload Program**

This Article describes the District’s Pre-Retirement Reduction in Workload Program as authorized by Education Code Section 87483. Faculty members who participate in the Program may reduce their workload from full-time to a percent of full-time, but still maintain full-time retirement benefits pursuant to Education Code Section 22713 (for STRS members) or Government Code Section 20900 (for PERS members). The District and the AFT agree to consult on a level pay plan for the pre-retirement reduction in workload program.

**Eligibility Requirements for Reduced Workload Programs (Option I and Option II)**

To be eligible to participate in the Pre-Retirement Reduction in Workload Program a faculty member must meet all of the following requirements:

1. He/she must have reached the age of 55 by the beginning of the academic year in which the participation in the program begins;

2. He/she must have been employed full-time in an academic position requiring membership in STRS or PERS for at least ten years; and

3. During the period immediately preceding the reduction in workload, he/she must have been employed full-time in an academic position for a total of at least five years without a break in service. A leave of absence does not constitute a break in service for that purpose, but neither does time spent on any leave of absence count towards the required five years of full-time uninterrupted service.

If a faculty member meets all of the eligibility requirements for participation in the Pre-Retirement Reduction in Workload Program and he/she is currently participating in one option and would like to switch to the other option, he/she may do so under the following conditions:

1. **Changing from Option I to Option II.** A faculty member may convert his/her participation to Option II if he/she has completed less than four years under Option I at the time the change would take effect. The time accrued under Option I also counts toward Option II so that retirement is required no later than four years from the start of his/her participation in the program.
2. **Changing from Option II to Option I.** A faculty member may convert his/her participation to Option I if he/she has completed less than four years under Option II at the time the change would take effect. The time accrued under Option II also counts toward Option I so that retirement is required no later than 10 years from the start of his/her participation in the program. He/she will also be required to reimburse the District for any additional funds that were received from the District as a result of enrollment in Option II.

### Reduced Workload Options

#### Option I

1. For a faculty member who is subject to Education Code Section 22713 (STRS members), participation in the Pre-Retirement Reduction in Workload Program shall end no later than ten years after the faculty member first began to participate in the program, whether or not his/her participation was continuous. For a faculty member who is subject to Government Code 20900 (PERS members), the maximum cumulative lifetime period during which he/she can serve in part-time status as a participant in the Pre-Retirement Reduction in Workload Program shall not exceed five years, whether or not the years are continuous. Furthermore, for PERS members, participation in the Program shall not continue beyond the end of the academic year during which the faculty member reaches his/her 70th birthday.

2. Unless the faculty member’s participation in the Pre-Retirement Reduction in Workload Program is terminated as provided in Sections 7 and 8, he/she shall retire when his/her participation in the Program concludes.

3. A faculty member whose workload has been reduced under this article shall retain paid benefits as if he/she were a full-time employee and shall receive a pro rata share of the salary he/she would have earned had he/she continued full-time. The faculty member shall also fulfill the appropriate pro rata share of the duties he/she would have been required to perform had he/she continued full-time.

4. In compliance with Education Code Section 22713 and Government Code Section 20900, as appropriate, a faculty member whose workload has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he/she would have contributed had he/she continued full-time. Similarly, the Board shall contribute to the appropriate retirement system the amount it would have been required to pay had the faculty member continued full-time.

5. To initiate participation in the Pre-Retirement Reduction in Workload Program, a faculty member shall complete form C814-8, Reduced Workload Program Leave Form (Faculty) and submit the form to the President (or to the vice chancellor if at the District office) or designee, by April 1 of the academic year preceding the academic year during which the reduced workload is to become effective. The form will specify:

   a. That the request is pursuant to this article;

   b. The percent of a full-time workload the employee desires under this article, provided it is not less than fifty percent of a full load; and
c. The number of years during which the faculty member wishes his/her workload to be reduced under this article, provided the number of years does not exceed five for PERS members (or extend beyond the end of the academic year during which the faculty member reaches his/her 70th birthday), or ten for STRS members.

6. Before the employee’s request to participate in the Pre-Retirement Reduction in Workload Program is approved, the District in conjunction with the administrative staff of STRS shall verify the faculty member’s eligibility to participate in the Program. (Verification of eligibility for PERS members is conducted by the District.) If the faculty member’s eligibility is verified, participation in the program and the reduction in workload shall take effect during the next academic year.

7. Once in effect, participation in the Pre-Retirement Reduction in Workload Program may be terminated only with the mutual consent of the faculty member and the District, or by the retirement of the faculty member. Nevertheless, the District shall approve a faculty member’s request to terminate participation in the Program if the faculty member submits the request on or before April 1 of his/her first year of participation in the Program.

8. If a faculty member’s participation in the Pre-Retirement Reduction in Workload Program is terminated, either by mutual consent or following receipt of the faculty member’s timely request to terminate during his/her first year of participation, he/she shall return to full-time employment at the beginning of the next academic year.

9. If a faculty member wishes to change the percent of a full-time workload he/she performs under the Program, he/she must submit a new C814-8 form for a change with the college president/vice chancellor or designee on or before April 1. The request must specify the new percent of a full-time workload the faculty member proposes to render and, if approved, it shall take effect during the next academic year.

10. The schedule under which a participating faculty member shall fulfill his/her reduced workload shall conform to the program and staffing needs of the college while, to the extent practicable, meeting the preference of the faculty member. Ordinarily, the schedule for each academic year shall be mutually agreed upon by the college president or designee and the faculty member by April 1 of the preceding academic year and, thereafter, promptly documented in writing. Under the schedule, the faculty member may work any appropriate percentage of full-time during any single term or combination of terms, provided that the total time served during each year amounts to at least one-half of a full-time assignment for the year.

11. Nothing in this article shall prohibit a faculty member from requesting a reduction in contract outside of the provisions of this article, or prohibit the District from granting such a request.

12. Reduced Workload participation will not be approved for members whose participation date does not coincide with the beginning of the academic year.

13. A participant in the Reduced Workload Program is in violation of the program if he/she retires or separated from employment prior to completing the academic year and will not earn a full year of service credit.
Option II

In addition to the conditions listed for Option I, the following additional conditions apply for Option II:

1. The faculty member shall reduce his/her workload under the Pre-Retirement Reduction in Workload Program by at least 40% of a full-time workload, thereby retaining a workload of 50% to 60% of full-time averaged over each academic year.

2. For the first two years during which the faculty member participates in the Pre-Retirement Reduction in Workload Program, the District will pay the faculty member an annual stipend of $4,000 in addition to the other compensation he/she earns under the program. However, if the faculty member terminates his/her participation in the Option II Pre-Retirement Reduction in Workload Program (except by retirement or resignation), he/she must reimburse the District for the full amount of the stipends he/she received under this option.

3. Notwithstanding anything in Section 2 to the contrary, participation in the Pre-Retirement Reduction in Workload Program shall end no later than four years after the faculty member began to participate in the program under this option, at which time the faculty member shall retire.
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 Supervisory Employees Union, SEIU Local 721; and
the Public, Professional and Medical Employees Union of the California Teamsters, Local 911

Regarding

Hospital-Medical, Dental, Vision Group Coverage,
Group Life Insurance Coverage, and
the District’s Employee Assistance Program

The Los Angeles Community College District (the “District”) and the exclusive representatives of the District’s employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; the Supervisory Employees Union, SEIU Local 721; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911—hereinafter collectively referred to as the District’s “exclusive representatives”) agree to the following provisions regarding the District’s Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District’s Health Benefits Program as defined in this Agreement, as well as the District’s group life insurance coverage and employee assistance program, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its exclusive representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects:
I. Health and Related Benefits Program for Active Employees and their Dependents and Survivors

A. Health Benefits Program. The District’s “Health Benefits Program” consists of group benefit plans recommended by the Joint Labor/Management Benefits Committee (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 Program include an eligible employee’s:


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).

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.

‘For this section ‘Active Employees’ does not include less than half time (.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.
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 anytime 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 reenroll 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 anytime 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 coverage 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 ninety (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’s “Health Enrollment Reason Codes” for specific qualifying events and effective dates for coverage. 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 the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled if:

a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he/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 are not entitled to the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by 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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Continuation Following Layoff</th>
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<tbody>
<tr>
<td>1-5</td>
<td>2 months</td>
</tr>
<tr>
<td>6-10</td>
<td>4 months</td>
</tr>
<tr>
<td>11 or more</td>
<td>6 months</td>
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</table>

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 the 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.

A list of the 403b vendors and enrollment forms available through our District can be found at [www.403bcompare.com](http://www.403bcompare.com) or via a link on the District’s web site.
E. 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 $1500 for the 2012, 2013, and 2014 plan years. 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. Employees shall be informed at the time of enrollment that 

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 Faculty and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty members access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he/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 members 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.

Specific Eligibility Requirements for the POP

a. Be assigned to a .33 (or higher) FTE temporary (limited or long term substitute) or adjunct faculty load in the District to count towards eligibility for this plan.

b. Open but inactive assignments - no work, no pay - do not constitute employment in this context.

This refers to those part-time temporary faculty who are employed less than half time in one or more monthly rate assignments. Faculty serving in a .50 (or higher) FTE temporary monthly rate assignment as a limited or long term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements.
c. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.

d. Participate in the District’s “premium only plan” (POP) under the terms of Internal Revenue Code Section 125, so that the employee’s contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amount of the employee’s contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee, must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.

e. **District Contribution.** If criteria a–d above are met, the District will contribute as follows:

**Medical.** For plan year 2012, $220 toward the total monthly cost of the part-time temporary faculty member’s or temporary adjunct faculty member’s medical premium only.

For plan years 2013 and 2014, the District’s monthly contribution will be an amount equal to 50% of the mathematical average of the single-party monthly premiums for the five Los Angeles area medical plans offered by CalPERS excluding PERSCare PPO. The District’s monthly contribution in plan year 2013 shall not exceed 110% of the 2012 amount and in plan year 2014 shall not exceed 110% of the 2013 amount. 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 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 .50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. For plan year 2012, the District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years 2013 and 2014, 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 faculty member as a 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 can participate in the District sponsored dental benefits, but will be responsible for all costs associate with dental benefits.
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. 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, towards the required premium.

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.

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.

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

1. 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 JLMBC or any future agreement between the District and its exclusive representatives.

2. 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 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 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.

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:

\[\text{See section III B.}\]
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.

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

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

2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will contribute toward premiums for retirees in a “qualifying position” as follows:

<table>
<thead>
<tr>
<th>% of District Contribution Toward Premium</th>
<th>Years of Service Rendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>At least ten years but fewer than fifteen years.</td>
</tr>
<tr>
<td>75%</td>
<td>At least fifteen years but fewer than twenty years.</td>
</tr>
<tr>
<td>100%</td>
<td>At least twenty years.</td>
</tr>
</tbody>
</table>

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 age 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. 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.

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 co-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. participate 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 five voting Employee Members.

E. Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.

F. The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the “overall cost to the District of maintaining the Health Benefits Program.”

V. Managing the Health Benefits Program

By September 1 of each year the JLMBC shall report to the Board of Trustees on 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.
A. Definitions

1. **Grievance.** A grievance is the procedure to remedy a misinterpretation, misapplication, or violation of a specific item of this Agreement or of a written rule or regulation of the Los Angeles Community College District. The grievance procedure is initiated with a formal written complaint citing the specific item alleged to have been violated. The written complaint is given to the college grievance representative. The complaint, however, cannot ask for an adjustment to, and the grievance process does not address a remedy for, any of the following:
   a. Another employee represented by any bargaining unit or any other faculty member.
   b. Any and all matters relating to the selection and/or hiring of employees, except adjunct seniority and intersession priority.
   c. Suspensions and dismissals for which review procedures are provided by the Education Code.
   d. The review of final Peer Evaluation Reports or final Administrative Evaluation Reports in which the overall evaluation indicates that the employee is “Satisfactory.”
   e. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
   f. Accusatory statements or charges relating to the professional fitness or moral fitness of an employee. However, a Notice of Unsatisfactory Service which is not a basis for further disciplinary action may be grieved.

2. **Grievant.** A grievant is a member or group of members of the Faculty Unit.

3. **Respondent.** The respondent in any grievance is the administrator with the authority to adjust the complaint as determined by the campus or District.

4. **Working Days.** Working days means calendar days exclusive of Saturdays, Sundays, legal holidays and District holidays.

5. **College President.** College president means the chief administrative officer of a college.

6. **Vice Chancellor.** Vice chancellor means a management employee assigned the administrative responsibility for a division in the District office.

7. **Administrator.** Any employee designated by the Board as management consistent with the provisions of Government Code Section 3540 et seq.

8. **Representative.** Any employee of the Los Angeles Community College District designated by:
   a. AFT to represent a grievant.
   b. The college president or vice chancellor to represent a respondent.
B. Rights and Responsibilities

1. The grievant may elect to be represented by the AFT at Step One or Two of the Grievance Procedure or may have the grievance adjusted without the intervention of the AFT so long as the adjustment is not inconsistent with the terms of this Agreement; provided that there shall be no resolution of the grievance until the AFT has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. The grievant and/or the grievant’s representative may be present at all meetings. The representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor.

2. An employee of the Los Angeles Community College District who is designated may serve as a Representative for the grievant or respondent without loss of salary. Absence from regular duties shall be granted to the grievant, the respondent, and their representative, if any, when such regular duties conflict with attendance at conferences or hearings in the Grievance Procedure.

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

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

5. The immediate administrator shall inform the grievant of any limitation upon his/her authority which prevents full resolution of the grievance and shall direct the grievant(s) to the administrator with the authority to fully resolve the grievance.

6. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.

7. The grievant and respondent shall have equal access to any documents and District records which will assist in adjusting the grievance.

8. 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.

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

C. Waivers and Time Limits

1. Failure of the grievant(s) to act on any grievance within the prescribed time limits, unless mutual agreement to extend the time has been reached, shall conclude the grievance.

2. Failure by an administrator or designee to respond to the employee's grievance within the specified time limits shall permit the grievant to proceed to the next step unless mutual agreement to extend time has been reached.

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

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

5. By mutual agreement, the grievance may revert to a prior level for reconsideration.
6. Once a formal written grievance has been filed, the grievant or the grievance representative may request that further processing of the grievance be suspended during any summer or winter intersession with all subsequent time limits extended accordingly. Unless the District cites a compelling reason requiring the grievance to proceed without interruption, it shall agree to the request.

D. Step One

1. Within twenty (20) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the parties should attempt at the college to resolve the issue before a grievance is filed. If an informal resolution is not reached, the grievant shall file a formal written grievance. Three (3) copies of the District Grievance Form (Appendix B) shall be completed by the grievant. The written grievance shall contain a clear and concise statement of the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District, the remedy sought and the name of the employee’s representative, if any. The grievant shall submit two (2) copies to the appropriate administrator and retain the third copy.

2. The administrator or designee shall schedule a conference with the grievant within five (5) working days after receipt of the written grievance.

3. Within ten (10) working days from the date of the conference, the administrator shall communicate his/her decision in writing to the grievant on the submitted grievance form. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

E. Step Two

1. Within ten (10) working days from receipt of the decision in Step One, the grievant may appeal to the college president or vice chancellor. The appeal shall contain the information described in Step One, Section 1; copies of the decision rendered by the administrator; and reasons for the appeal.

2. Within ten (10) working days after the receipt of the Step One appeal the college president or vice chancellor or designee shall schedule a conference(s) with the grievant and other persons whose assistance the college president or designee deems necessary to adjust the grievance.

3. Within ten (10) working days after the conference (see E.2), the college president or vice chancellor or designee shall communicate his/her decision and the reasons for the decision in writing to the grievant and the Step One authority. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

F. Step Three

Following a Step 2 denial, and if the grievant elects to move forward, he/she has ten (10) working days to request to proceed to a hearing before the AFT Grievance Review Committee. The committee is comprised of the grievance representative from each campus, the AFT Chief Grievance Officer, and a representative(s) of the AFT Executive Board; the committee will review all evidence of the grievance and have the following option(s):
1. **Not pursue the grievance further.**

2. **Meet with Human Resources.** If the committee votes to proceed to a meeting with Human Resources, the chief grievance officer will, within five (5) working days, contact the District’s Human Resources Division to schedule a Step 3 meeting with the District’s chief Human Resources officer or designee in an effort to resolve the issue. Once requested, the meeting shall be scheduled to occur within ten (10) working days of the initial request, unless otherwise scheduled by mutual agreement. The AFT and the District will seek to resolve grievances amicably and in advance of arbitration whenever feasible.

3. **Mediation.** If the AFT Grievance Review Committee votes to go to mediation, and the AFT representative and the District representative conclude that mediation might be helpful in resolving the grievance, the AFT and the District will select a mediator from a mutually agreed upon list of professional mediators and bring the parties to the issue together in an effort to resolve the issue. The mediation shall not exceed two days in duration. The District and the AFT shall jointly agree upon a means of appointing mediators for this purpose. No action shall be required as a result of the mediation unless mutually agreed to by both the District and the AFT. If mediation is attempted, evidence of either party’s conduct or statements during the mediation shall be inadmissible in any subsequent arbitration proceeding. Furthermore, the District and AFT shall share equally the cost of the mediation.

4. **Arbitration.** If either meeting with Human Resources or mediation was not a chosen option or was unsuccessful in resolving the issue, the grievance shall proceed, after a vote to do so by the Grievance Review Committee, to arbitration.

The following procedure shall apply for selecting an arbitrator:

**a.** Within fifteen (15) working days, an arbitrator shall be selected as described by Article 45A.

The list shall be arranged by lot and rotated with each arbitration. The list shall be in force for the duration of this Agreement unless there is mutual agreement by the parties to modify the list. If one or more of the arbitrators on the panel no longer wish to serve, or is no longer able to serve, such person(s) shall be replaced by mutual agreement of the parties. Arbitrators shall be experienced in labor arbitration, preferably in higher education or a closely related field.

**b.** Within ten (10) working days of receipt of the filing for arbitration, the Office of Employer-Employee Relations shall contact the first arbitrator on the rotated list for appointment as arbitrator. Should he/she not be available to hold a hearing within thirty (30) working days of the selection, the Office of Employer-Employee Relations shall contact the next arbitrator on the list and go through the same process. The process shall be repeated until an arbitrator is obtained who is available within the thirty (30) working days. If no member of the panel is available within the prescribed time limits, the arbitrator available at the earliest date shall be chosen.
c. The arbitrator shall convene a hearing at the earliest practicable date after his/her appointment. The hearing shall be under the direction of the arbitrator who shall, unless the parties stipulate to the use of other rules and procedures, conduct the hearing in accordance with the rules and procedure prescribed in Section 11513 of the Government Code of the State of California. No other Section of the California Government Code shall apply to this grievance procedure. The Office of Employer-Employee Relations shall be responsible for the arrangements of the hearing, the recording of the procedures, the maintenance of records, and such other services required to assist the arbitrator in fulfilling his/her responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

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

e. The arbitrator shall review the written statements submitted by the parties to the grievance. The appellant and the respondent may request the presence of witnesses and shall supply the arbitrator with a list of the witnesses to be called at least 48 hours in advance of the hearing. The arbitrator shall be empowered to direct the attendance of any District employee to attend the hearing without loss of salary to the employee. If the employee refuses to attend the hearing, the arbitrator shall have the power to subpoena the employee.

f. All documents and communications related to the process of the grievance shall be filed with the Chancellor or his/her designee and shall be kept separate from the personnel files of the participating parties. Advocates for parties shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) working days before the first day of the hearing.

g. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case. The arbitrator's decision shall be limited to a specific finding regarding the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District.

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

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

j. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.
Article 29

Salary

A. The District shall augment campus budgets to fund the overbase differential for faculty members assigned to disciplines listed in Table A, Article 13, with a Standard Teaching Load of more than 18 Standard Teaching Hours per semester.

B. For 2011-2012

All elements of the current salary schedule will remain in place for 2011-2012.

C. For 2012-2013

The District and the AFT shall reopen negotiations on salary for 2012-2013.

D. For 2013-2014

The District and the AFT shall reopen negotiations on salary for 2013-2014.
A. Upon initial employment full-time faculty shall be granted salary credit for full-time paid experience in a capacity which directly relates to his/her assignment in the academic (classroom and non-classroom) and vocational disciplines listed in Tables A and B in Article 13 and/or in listed in Appendix F and for the service position of College Nurse (listed in Table B).

B. Experience credit for rating in purposes shall be granted in the following manner as indicated in Appendix A, one additional step for every two years of experience up to the limit set by the column placement, except that new employee experience as a faculty member in an accredited college or university, or as a academic employee in a public or private school shall be granted on the basis of one year of experience for each step on the salary schedule.

<table>
<thead>
<tr>
<th>YEARS OF EXPERIENCE</th>
<th>Non-Academic</th>
<th>Academic Institution</th>
<th>Step</th>
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<td>0-1</td>
<td>0</td>
<td>1</td>
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<td>2-3</td>
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<td>14 or more</td>
<td>7 or more</td>
<td>8</td>
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C. Step advance shall be granted each year in accordance with Board Rules 10529-10534.
Article 31

Column Placement

A. All newly hired monthly rate members of the bargaining unit shall be placed on the salary schedule in accordance with evaluation of preparation. New faculty members may be allocated up to and including Column E in accordance with District rules and regulations. (See Appendix A 1 b.)

B. For column advancement after employment, point credit for lower division courses will be granted in accordance with District rules and regulations. For courses taken in the Los Angeles Community College District after employment, column advancement credit shall be granted in accordance with District rules and regulations only when the proposed course(s) is (are) approved by the college president as being appropriate for the development of the faculty member.

Article 32

Committees

I. The District and the AFT recognize that decision-making in an academic environment is generally made via committee. Committees may address union issues of wages, hours, and working conditions, or shared governance concerns such as facilities oversight, educational planning, resource allocation, and long-term strategic goal setting. Committees that are negotiated as part of this Agreement shall include AFT and Academic Senate participation as designated. All committees should operate under the principles of participatory decision-making. In each instance where AFT committee membership is designated, the AFT chapter president shall select those faculty member(s) to serve. In each instance where Academic Senate committee membership is designated, the Academic Senate President shall select those faculty member(s) to serve.

II. Committee Participation. Every full-time monthly rate faculty member shall serve on at least one departmental, college, or District-wide committee or equivalent. Temporary adjunct faculty are eligible to serve on department and college-wide committees. If it is agreed to by the college and the AFT that an adjunct faculty member will receive compensation for committee service, the provisions of Article 13.C.2 regarding adjunct compensation for ancillary duties will apply.

III. College Committees. Each college shall establish the committees required by the Agreement. Recommended committees may be established to address local college governance needs and issues. In practice, committees at specific colleges may vary from the guidelines provided below.

A. Budget Committee (required). Each college shall establish a budget committee, which includes representation from the faculty. The number of AFT faculty representatives in such budget committee shall be equal to the number of Academic Senate faculty representatives.

B. Calendar Committee (required). (See Article 10.)
C. Curriculum Committee \textit{(required)}. Each college shall establish a curriculum committee under the auspices of the Academic Senate. The majority of the committee’s members are faculty members selected by the faculty. At least one member of this committee shall be chosen by the AFT to represent the AFT. The chair of this committee shall be a faculty member.

D. Distributive/Distance Learning (D/DL) Committee \textit{(recommended)}. (See Article 40.)

E. Educational Planning Committee or equivalent \textit{(required)}. A college should establish an educational planning committee or equivalent under the auspices of the Academic Senate as defined in Title 5 (academic and professional matters) to address issues related to its educational program, including academic programs and enrollment issues, such as strategies to manage enrollment during active enrollment periods. When such a committee exists, AFT representation shall be included.

F. Facilities Planning Committee \textit{(recommended)}. A college may establish a facilities planning committee to address issues regarding the college's facilities planning. When such a committee exists, equal AFT and Academic Senate faculty representation shall be included.

G. Faculty Position Hiring Prioritization Committee or equivalent \textit{(required)}. A college shall establish a faculty position hiring prioritization committee or equivalent under: 1) the auspices of its Academic Senate; or 2) its shared governance Committee with the consent of its Academic Senate to recommend hiring prioritization for tenure track faculty positions and temporary replacement faculty positions. AFT representation shall be included. (See also Article 33.)

H. Information Technology Committee \textit{(recommended)}. A college should establish an information technology committee to address issues regarding the college's use of technology. Equal AFT and Academic Senate faculty representation should be included on this committee.

I. Intersession Committees \textit{(required)}. (See Article 15 D.)

J. Peer Evaluation Committees \textit{(required)}. Faculty performance is evaluated by a peer review process, which generally entails the formation of a peer review committee. (See Articles 19 and 42.)

K. Professional Growth Committee \textit{(required)}. (See Article 23.)

L. Satellite Oversight Committee \textit{(recommended)}. A college may establish a satellite oversight committee to address issues regarding the operation of college satellite locations. When such a committee exists, equal AFT and Academic Senate faculty representation shall be included.

M. Shared Governance Committee \textit{(required)}. A college shall establish a shared governance committee to address issues regarding the college's shared governance activities. Equal AFT and Academic Senate faculty representation shall be included on this committee.

N. Work Environment Committee \textit{(required)}: (See Article 9.)

IV. Compensation for Committee Chairs. If a faculty committee chair (other than the Work Environment Committee—see Article 9) is to be compensated, the terms and conditions of that compensation shall be determined by the college president in consultation with the AFT chapter president, and the Academic Senate President at the beginning of each academic year.
V. **District Committees**

A. **The District Budget Committee (DBC).** The DBC shall address issues of district-wide concern regarding revenue, enrollment targets and expenditures and shall include representation from the faculty. The number of AFT faculty representatives in the DBC shall be equal to the number of Academic Senate faculty representatives.

B. **Joint Labor Management Benefits Committee (JLMBC).** (See Article 27.)

C. **Equal Employment Opportunity Advisory Committee.** The District shall establish an Equal Employment Opportunity Advisory Committee as described in Title 5 Section 53005. The committee shall include representation from the faculty. At least one member of the committee shall be chosen by the AFT. The committee shall assist the District in developing and implementing an equal employment opportunity plan (Title 5 Section 53003).

VI. **Formation of Committees.** The parties agree to establish a joint committee or committees to meet on a regular basis, discussing areas of mutual interest, such as contractual issues and improved efficiencies in District operations, conducting discussions using interest-based-bargaining (IBB), or other mutual problem-solving methods. The District shall provide the training and support (which may include compensation or reassigned time as agreed to by the AFT and the District) necessary for this effort.

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**Article 33**

Replacement and New Faculty Positions

A. **Hiring Prioritization Process for Replacements and New Faculty Positions.** Whenever a faculty member is on long term leave or reassignment, or separates from the District for any reason, the College President will seek input from the faculty with regard to replacement of the faculty member. This will be done via an agreed upon process among the AFT, the Academic Senate, and the College President. A Faculty Position Hiring Prioritization Committee or its equivalent as described in Article 32 is required for this purpose. This committee shall also recommend hiring prioritization for new tenure track faculty positions and temporary replacement faculty positions.

B. **Prioritization Criteria for Replacements and New Faculty Positions.**

The following criteria should be considered by the Faculty Position Hiring Prioritization Committee or its equivalent (and ultimately by the College President) in making replacement and new faculty position decisions:

a. the Educational Master Plan

b. program viability

c. staffing needs (including the goal of maintaining or increasing the college’s ratio of full-time to part-time faculty)

d. program needs

e. enrollment and financial resources,
f. assignments in a discipline where the load consistently staffed by adjunct faculty for more than three years exceeds one full time position.

C. Default Recommendation for Replacements
In the absence of a recommendation from the Faculty Hiring Prioritization Committee to the contrary, the following default recommendation for replacements applies:

Faculty positions vacated, for any reason, for any length of time, should be replaced with temporary or new contract faculty. Any full time faculty position permanently vacated should be filled with a regular or contract (tenure track) faculty member within, whenever possible, one year.

D. Response to Committee Recommendations.
Should the College President determine not to replace the employee or otherwise deviate from recommendations for the hiring of new faculty positions, the reasons for the decision(s) shall be in writing to the Faculty Position Hiring Prioritization Committee (or equivalent) with a copy to the affected department chair(s), the AFT, and the Academic Senate.

Should the vice chancellor of Human Resources determine not to replace the employee, the reasons for the decision shall be in writing to the College President, who will then notify the appropriate College representatives.

E. Hiring Adjuncts as Faculty Replacements.
When a College adds adjunct classes to a discipline in lieu of replacing a regular employee, the Faculty Hiring Prioritization Committee (or equivalent) and the affected department chair(s) shall be notified in writing of the number of hours/classes added with a copy to the AFT.

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**Article 34**

**Transfers**

A. Voluntary Permanent Transfers by Selection

1. **Definition.** A voluntary transfer is one requested by the faculty member and is a permanent change of location (from one campus to another). In addition,
   a. A faculty member may request a change of subject field with transfer.
   b. A faculty member may change from one class code to another with transfer.
   c. All transfers under Article 34.A are subject to the selection process.

2. **Basic Policy**
   a. Tenure rights do not extend to any particular assignment or location. Requests for transfer of location shall be considered when vacancies occur, but there is no obligation to select faculty members who have requested transfer over other eligible candidates when filling vacancies.
b. The filing of a Request for Transfer is without prejudice to the faculty member. It does not jeopardize his/her present assignment. A Request for Transfer may be withdrawn by the faculty member at any time prior to the official confirmation that the requested transfer has been effected.

c. Voluntary transfers shall be limited to faculty members with permanent status. Faculty members in their final probationary year who have served that complete school year, by having served at least 75 per cent of the maintained days or 75 per cent of the full-time hours, may submit a Request for Transfer for the following academic year. (See EC87468, 87469)

3. Transfer Requests

a. An eligible faculty member has the privilege of requesting a transfer to another college, subject to the following conditions:

i. The faculty member shall submit to the District Office of Personnel Operations an official form, Request for Transfer, Form C287. Transfer requests shall be accepted on a continuous filing basis. Request for Transfer forms are available at each college and from the Office of Personnel Operations. Faculty members submitting a Request for Transfer form should attach an updated resume to the form.

ii. The District Office of Personnel Operations shall issue an acknowledgement to the applicant and, if the applicant is eligible, file a copy of the Request for Transfer (and a copy of the resume if submitted) along with the applications of the other applicants in the eligible pool.

b. Each hiring committee shall be provided with a list of eligible applicants which includes transfer applicants.

c. Transfer applicants shall be considered with candidates in eligible pools. Transfer applicants shall be offered an interview each time interviews are scheduled to fill a permanent position at a location where they have requested a transfer.

d. Requests for transfers properly submitted and approved shall be given consideration. Except under special circumstances, consideration shall not be given to the transfer request of any faculty member until he/she has served a minimum of two (2) years at any college to which he/she was transferred at his/her own request.

e. Requests for transfer are valid until June 30 of the second academic year immediately following the academic year in which the application is filed. A new application must be filed in order to be considered after this period.

f. A master list of faculty members who have requested a permanent transfer (as well as faculty members who have requested a temporary transfer under Section B of this Article) shall be provided to the AFT by May 1 of each year. Form letter notification shall be sent at the same time to all faculty members on the list.
B. Temporary Transfer of Employees (Voluntary)

1. Definition. A temporary transfer is a change of location to serve during the absence of a faculty member on leave or to fill a temporary vacancy. In addition,
   a. A faculty member may request a change of subject field with temporary transfer.
   b. A faculty member may change from one class code to another with temporary transfer.
   c. All temporary transfers under Article 34.B are subject to the selection process.

2. Basic Policy
   a. Temporary transfers shall be limited to faculty members with permanent status. Faculty members in their final probationary year who have served that complete year, by having served at least 75 per cent of the maintained days or 75 per cent of the full-time hours, may submit a Request for Transfer for the following academic year. (See EC87468, 87469.)
   b. Requesting a temporary transfer is without prejudice to the faculty member.
   c. Temporary transfers are limited to periods not to exceed one year.
   d. Temporary transfers may be extended on a yearly basis upon agreement of all parties to the initial transfer or exchange (see 3e and f).

3. Temporary Transfer Request Procedure
   a. A request for temporary transfer shall be submitted as indicated on Form C774, Request for Temporary Transfer or Exchange—Faculty. Temporary transfer requests shall be accepted on a continuous filing basis. The Request for Temporary Transfer or Exchange form is available at each college and from the Office of Personnel Operations.
   b. The request shall include the acknowledgment signature of the college president or vice chancellor where the faculty member is currently assigned.
   c. The college president or vice chancellor shall forward the Request for Temporary Transfer or Exchange form to the District Office of Personnel Operations.
   d. The Office of Personnel Operations shall issue an acknowledgment to the applicant and, if the applicant is eligible for consideration, send copies of the request to each of the colleges included in the request.
   e. No temporary transfer can be made without the approval of the presidents of both colleges or vice chancellors and the persons involved at the time a specific temporary transfer is proposed.
   f. Temporary transfer applicants shall be considered along with other candidates in the eligible pool when filling the position of a faculty member on leave. Transfer applicants shall be offered interviews for each opening as it occurs at a college to which a temporary transfer is requested.
   g. Approved requests for temporary transfer shall be eligible for consideration for two academic years following the academic year in which the application is filed.
C. Voluntary Exchange

1. **Definition.** A temporary voluntary exchange is a voluntary transfer of two faculty members each to the other’s position.

2. **Basic Policy**
   a. Temporary exchanges shall be limited to faculty members with permanent status.
   b. Temporary exchanges are limited to periods not to exceed one year.
   c. Temporary exchanges may be extended on a yearly basis upon agreement of all parties to the initial exchange (see 3e).

3. **Temporary Exchange Request Procedure**
   a. A request for temporary exchange shall be submitted as indicated on Form C774, Request for Temporary Transfer or Exchange—Faculty. Temporary exchange requests shall be accepted on a continuous filing basis. The Request for Temporary Transfer or Exchange form is available at each college and from the District Office of Personnel Operations.
   b. The request shall include the acknowledgment signature of the college president or vice chancellor where the faculty member is currently assigned.
   c. The college president or vice chancellor shall forward the Request for Temporary Transfer or Exchange form to the District Office of Personnel Operations.
   d. The District Office of Personnel Operations shall issue an acknowledgment to the applicant and, if the applicant is eligible for consideration, send copies of the request to each of the colleges included in the request.
   e. A voluntary temporary exchange of two persons requires the mutual consent of both persons and the approval of the presidents of both colleges or vice chancellors after consultation with the departments affected, and does not require the faculty selection process.
   f. Approved requests for temporary exchange shall be eligible for consideration for two academic years following the academic year in which the application is filed.
   g. After a temporary exchange has been in place for two years, it may be made permanent by the consent of both persons and the approval of the presidents of both colleges or vice chancellors, after consultation with and consent of the departments affected.

D. Administrative Transfer *(Voluntary or Involuntary)*

1. **Definition.** An administrative transfer is a change of location of a faculty member which was initiated by the administration; such transfer may be involuntary or voluntary.

2. An administrative transfer may be made for one or more of the following reasons:
   a. Enrollment increase or decrease
   b. Comparative staffing
   c. Establishment or elimination of programs
   d. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.
e. Compelling reasons of personal safety.

f. Conflicts of interest.

3. Whenever the District proposes such a transfer it shall:

   a. Identify the need for additional faculty members by discipline and college, when reasons 2.a, 2.b or 2.c above are cited.

   b. Identify one or more colleges from which such a transfer could occur with limited adverse effect, when reasons 2.a, 2.b or 2.c above are cited.

   c. Provide the AFT with the name and the reason for the proposed transfer.

   d. Provide in writing to the faculty member being transferred the reason for the transfer.

4. When reasons 2.a, 2.b or 2.c above are cited, such involuntary administrative transfers for classroom teachers may only be made at the start of the fall semester or the start of the spring semester and with a four-week prior notice. Non-classroom faculty members shall receive a minimum 45-day notice prior to such transfer.

5. The District Office, Human Resources, will take the following actions when an involuntary administrative transfer is to be made and reasons 2.a, 2.b or 2.c above are cited.

   a. Review the voluntary transfer list to determine if anyone serving at one of the colleges identified for possible reduction in an appropriate subject or service area has a request on file to transfer to the college where an additional staff member is needed. A faculty member who has been reassigned out of a discipline and who prefers transfer to reassignment shall be allowed to enter his/her name on the voluntary transfer list for the discipline from which he/she was reassigned.

      i. If only one voluntary transfer is available* whose transfer would have limited adverse effect, that faculty member will be administratively transferred.

      ii. If two or more voluntary transfers are available* whose transfer would have limited adverse effect, the campus where the need exists shall interview those faculty members and submit a recommendation according to the selection process (PG B 473).

      iii. If no voluntary transfers are available* as described above, proceed to step b.

   b. Identify the faculty member with the least district seniority serving at each of the locations identified for possible reduction in the subject or service area (as defined in Appendix E, Discipline Lists) needed for transfer. If only one location has been identified for possible reduction, the faculty member with the least district seniority in the identified subject or service area shall be administratively transferred to the new location. Whenever more than one location has been identified for possible reduction, the least senior faculty member in the identified subject or service area shall be transferred. If faculty members in the identified subject or service area have the same seniority date, the administrative transfer shall be determined by assigned random number.

6. No person involuntarily transferred shall be involuntarily transferred again until all faculty members in the discipline at the receiving college or location have been involuntarily transferred.

* Those person(s) on the transfer list who are currently at colleges identified in Section D 3 b above.
7. In all instances except D.2.d., D.2.e., or D.2.f. above, any person involuntarily transferred shall have the right to return to his/her discipline on the campus from which he/she has been transferred should a vacancy occur at the location. The vacancy cannot be filled by other candidates until the involuntarily transferred person has been offered the position.

8. The person being involuntarily transferred may appeal to the Chancellor or designee only on the basis of physical disability or medical condition. If the appeal is denied, the transfer shall be made. If the appeal is granted, the next least senior person shall be transferred. That person shall also have appeal rights.

9. In cases of involuntary transfer under D.2.d., D.2.e., or D.2.f., if the transferred faculty member wishes to maintain his/her adjunct assignment at the location from which the transfer is initiated and has adjunct seniority at that location, he/she shall file a timely request in writing to the administration at that location that the adjunct assignment be maintained. The administration shall, after receiving such a request from such a faculty member, consult with the department involved and the campus AFT and make a good faith effort to establish suitable arrangements for maintaining the adjunct assignment, consistent with the obligation to avoid conflict and preserve safety. If after such process the administration and the campus AFT agree that the adjunct assignment can be maintained, the assignment shall be maintained. Otherwise, written notice of the reason for non-maintenance of the assignment shall be provided to the faculty member by the administration and the AFT.

**Article 35**

**Reassignment Including Position Leave**

A. **Definition.** A reassignment is an assignment at the same location of a faculty member to a discipline in which the faculty member is qualified and competent to serve but a majority of which is in a different department or discipline than that to which the faculty member is usually assigned.

B. **Reassignment (Voluntary)**

1. A faculty member may request a reassignment to a department or discipline in which a vacancy exists. Such request shall be made in writing to the college president with a copy to the department chair of the department or discipline to which the faculty member requests reassignment.

2. If the reassignment is approved by the College President and the department or discipline to which it has been requested, it shall be made. If the reassignment is not so approved, the reasons for non-approval shall be provided in writing to the faculty member.
C. Reassignment, Administrative \((Involuntary)\)

1. An administrative reassignment may be made for one or more of the following reasons.
   a. Enrollment increase or decrease.
   b. Establishment or elimination of programs.
   c. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.

2. Involuntary Administrative reassignments for classroom teachers may be made only at the start of the fall semester or the start of the spring semester. Non-classroom unit members may be reassigned at any time as needed.

3. An involuntary reassignment shall be made by the College President or his/her designee only after meeting and conferring with the faculty member, the faculty member’s current department chair, and the faculty member’s proposed new department chair. Prior to this meeting, the College President or his/her designee shall provide to the parties the reasons for the reassignment and the reasons for the selection of the new assignment.

4. In all instances except 1.c. above in which a reassignment is required, reassignment shall be in reverse discipline seniority.

5. Whenever possible, notice of an involuntary reassignment shall be given at least six weeks prior to the start of the semester in which the faculty member is scheduled to assume the new assignment.

6. Whenever possible, an involuntary reassignment shall not be made unless the employee has been afforded the right to transfer to another college in the field of his/her current discipline/department assignment.

A. Retirement Plan Options for Faculty Who Are Not Mandatory STRS DB Plan Members. The District shall provide every faculty member who is not a mandatory STRS Defined Benefit Plan member with the option of participating in one of the following retirement savings plans:

1. The STRS Cash Balance Plan with the employee contributing 3.75% of his or her creditable earnings and the District contributing 4.25% of the employee's creditable earnings. This plan is the default plan option for all faculty represented by the AFT who are not mandatory STRS Defined Benefit Plan members, according to statute; or
2. **The STRS Defined Benefit Plan**, if the employee is eligible, with the employee and the District each contributing a percent of the faculty member's creditable earnings as prescribed by law (currently 8.0% for the employee and 8.25% for the District), and with the District using 600 Standard Teaching Hours per year (fifteen per week times forty weeks per year) as the basis for determining a classroom faculty member's full year of service credit. Unused Illness Leave Days which temporary adjunct faculty accrue will apply toward their retirement if they are participating in the STRS DB plan; or

3. **Social Security** with the employee contributing 6.2% of his or her creditable earnings and the District contributing 6.2% of the employee's creditable earnings; or

4. **Public Agency Retirement System (PARS)** with the employee contributing 3.5% of his or her creditable earnings and the District contributing 4.0% of the employee's creditable earnings.

B. **Retirement Information.** The District will maintain staff to serve as a resource on retirement system issues. The District will maintain a section on its web site to provide up-to-date information on its retirement options.

### Article 37

#### Agency Shop

A. The District shall continue the Agency Shop provision which was approved by the faculty on November 14, 1983.

B. The District shall deduct and make appropriate remittance to AFT all dues and/or service fees as regulated by the dues structure of AFT, within thirty (30) days of the deduction, in accordance with the following:

1. The District shall deduct AFT dues in accordance with Article 8, Section A.

2. The District shall deduct amounts designated by the AFT, in accordance with Article 8, Section A, for all members of the Unit who are not members of the AFT College Guild.

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

4. Management and confidential employees with additional assignments covered by this Agreement may pay union dues or agency fees, or shall be required to pay an amount equal to service fees for such additional assignments through payroll deduction to a charitable organization approved by the District. This payment is in lieu of payment of dues, agency fees or other fees.
5. The District shall not be liable to the AFT by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT agrees that it shall pay reasonable attorney fees, indemnify and save harmless the District, its officers, employees and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification or authorization furnished under this Article. The AFT, in addition, agrees it should refund to District any sums paid to it in error.

Article 38
Noncredit Faculty

A. This article applies to Noncredit Faculty only. Noncredit Faculty are those employees in the bargaining unit who are employed to teach noncredit classes approved by the State Chancellor in accordance with Section 55100 of Title 5 of the California Code of Regulations, and for which the District receives funding under Education Code Section 84757 and related statutory and regulatory provisions. Individuals who are employed to perform services in connection with community service and other not-for-credit classes, or whose assignments do not require them to meet the minimum qualifications specified in Section 53412 of Title 5 of the California Code of Regulations, are not Noncredit Faculty.

B. Noncredit Faculty shall be responsible for meeting their assigned classes on time and regularly. They shall also be responsible for class preparation, all required record keeping, and timely submission of all required district and state records and reports. Where appropriate, Noncredit Faculty shall also be responsible for being informed about the credit program of the college at which they are employed and for preparing students to transition into the college’s credit program.

C. A full-time load for Noncredit Faculty shall be twenty-five standard class hours per week.

D. Notwithstanding anything in this Agreement to the contrary, or any references to “all salary schedules” (or words of similar import) in any subsequent agreement between the parties regarding compensation, adjunct Noncredit Faculty shall be paid according to the Adjunct Schedules for Part-time Noncredit Faculty set forth in Appendix A.

E. Assignments to teach noncredit classes are appropriately coded to class codes 0801, 0802, 0803, and 0804 as listed in Appendix H.
A. Load banking is a means by which tenured faculty members may earn load credit instead of salary for assignments that are beyond their standard assignment under Article 13, “bank” that credit so that it is retained over time, and use it during a future academic term to receive a reduced assignment without loss of pay, or a paid Load Credit Leave.

1. **Eligible Participants.** Eligibility to participate in load banking under this Article is limited to faculty members who are regular employees and who are not consulting instructors, instructors special assignment, or Child Development Center directors or teachers. No faculty member shall be entitled to an assignment merely because he/she is participating in load banking, nor shall anything in this Article be construed as providing any right to an assignment not otherwise provided by some other provision of this Agreement.

2. **Assignment Banking.** The phrase “assignments that are beyond their standard assignment” may include:
   a. Adjunct assignments that are completed in addition to the annual load obligation; and/or
   b. Intersession assignments that are completed in addition to the annual load obligation; and/or
   c. For full D basis non-classroom faculty, adjunct assignments worked during non-duty days, vacation and holiday days on which they agree ahead of time to work and for which they receive no compensatory time; and/or
   d. For C basis counselors, extra assignments during the two weeks prior to the start of the fall semester for which no compensatory time is received.

3. A single term Load Credit Leave may be combined with a Sabbatical Leave subject to the stipulations in B 3 below.

B. An eligible faculty member who wishes to participate in load banking under this Article shall consult with his or her department chair to develop a Load Banking Plan specifying:

1. The assignments for which the faculty member intends to receive load credit in lieu of pay;
2. The academic term during which the faculty member intends to apply his or her accumulated load credit to receive a reduced assignment or Load Credit Leave; and
3. Other terms, conditions and commitments that need to be established to ensure the least amount of disruption to the college's programs and services.
4. The plan shall be submitted to the appropriate vice president in writing for final approval.
C. Any tenured faculty member who has an approved Load Banking Plan and who accepts an eligible additional assignment during any academic term may choose to receive load credit for the assignment in lieu of pay. The amount of load credit the faculty member receives shall be determined by calculating the portion of a full load the additional assignment represents.

D. During any single term a faculty member may bank no less than one Standard Hour nor more than the number of Standard Hours listed in the table below:

<table>
<thead>
<tr>
<th>Standard Load in the Discipline</th>
<th>Maximum Number Standard hours that may be banked during one single term</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>5*</td>
</tr>
<tr>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>18</td>
<td>7</td>
</tr>
<tr>
<td>21</td>
<td>8</td>
</tr>
<tr>
<td>25</td>
<td>10</td>
</tr>
<tr>
<td>30</td>
<td>12</td>
</tr>
<tr>
<td>35</td>
<td>14</td>
</tr>
</tbody>
</table>

* May bank full load 6 Standard Hours in an intersession

E. The maximum amount of load credit a faculty member may accumulate under this Article is the number of hours of load credit needed to permit the faculty member to receive a full-time Load Credit Leave for one academic term.

F. When a faculty member has accumulated sufficient load credit, he/she may request a reduced assignment for one academic term or a Load Credit Leave. The request must be submitted to the faculty member’s department chair (with a copy to the vice president) in writing at least four months before the start of the academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.

1. If the faculty member requests to schedule the reduced assignment or Load Credit Leave for an academic term other than the academic term specified in the faculty member’s approved Load Banking Plan, the request must be approved by the appropriate vice president at least four months before the start of the academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.

2. If the faculty member requests a reduced assignment, he/she may ask for a reduction of up to five (standard) hours per week (but not less than a whole course or equivalent whole assignment) at a rate of one (standard) hour of load credit for each (standard) hour per week of reduction in assignment.
3. If the faculty member requests a Load Credit Leave, he/she shall ask for either a half-time leave of absence or a full-time leave of absence at a rate of one (standard) hour of load credit for each hour per week of leave plus an additional number of (standard) hours of load credit as follows:

<table>
<thead>
<tr>
<th>Full-time Assignment (standard hours per week)</th>
<th>Additional Standard Hours/Week of Load Credit¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>teaching faculty</td>
<td>3</td>
</tr>
<tr>
<td>librarians and others with an assignment of 30 hours</td>
<td>6</td>
</tr>
<tr>
<td>counselors and others with an assignment of 35 hours</td>
<td>7</td>
</tr>
</tbody>
</table>

G. A faculty member’s request for a reduced assignment or a Load Credit Leave shall, if it conforms to the requirements of Section F, above, be approved unless the vice president, in consultation with the program or department chairperson, determines that approving the request will seriously impair the operation of the faculty member’s program or department because too many faculty members will be on leave or otherwise absent during the academic term, or a suitable replacement for the faculty member cannot be retained for the academic term. In that event the vice president may delay the effective date of the leave for up to one year, and shall provide the faculty member with a written explanation for that action.

H. Each Standard Hour of load credit earned under this Article shall expire if it is not used to receive a reduced assignment or Load Credit Leave within seven years following the end of the academic term during which it was earned.

1. The District shall redeem all expired standard hours of load credit by paying the faculty member for the expired (standard) hours at the appropriate adjunct rate of pay in effect at the time.

2. If a faculty member resigns, retires, dies, or is otherwise separated from employment with the District, all of his or her accumulated standard hours of load credit shall immediately expire and the District shall redeem them as specified in this section.

¹Note: The additional standard hours obligation entitles the faculty member to one full-time load credit leave of absence for one academic term or up to two half-time load credit leaves of absence for two academic terms, as specified in the faculty member's Load Banking Plan.
A. Definitions

1. For the purpose of this Article, Distance Learning (DL) is defined as follows:

   Distance learning is a formal mode of interaction which uses one or more technologies to deliver instruction to students who are separated from the instructor and which supports regular and substantive interaction between the students and instructor, either synchronously or asynchronously.

2. Course development includes creating a new course or adapting an existing course to use distance learning as the primary delivery mode.

3. The same quality standards applied to face-to-face courses shall also apply to DL courses.

B. Colleges offering DL courses shall:

1. Follow agreed upon curricular development, quality standards and approval processes as developed by the college academic senate in consultation with the administration.

2. Form a DL committee or its equivalent that will serve the function of communicating with and advising the college on its decision making regarding distance learning issues. It should report to the college’s Educational Planning Committee or its equivalent and should include equal representation of AFT and Academic Senate DL faculty, administrators, and information technology staff involved in DL course development and delivery. The college curriculum committee and the DL Committee or equivalent should address DL efficacy as it relates to the total instructional program. The DL Committee shall have the responsibility of determining proficiency in a CMS and shall serve as a resource to the college on distance learning issues. Making assignments and evaluating faculty remain the responsibility of the department chairs.

3. Provide, as necessary, ongoing training and technical and instructional support including technological assistance regarding the college’s course management system (CMS), services and equipment to assure successful delivery of the course in any DL mode. When temporary adjunct faculty are required to undertake additional DL training in the teaching and learning of a new DL platform in order to receive an assignment, the District will provide such training.

4. Plan DL course offerings in the same manner as regular college/department course offerings by using the departments schedule development process as carried out by the department chair in conjunction with the administration.
5. Ensure that faculty who are preparing to teach DL courses at the college for the first time demonstrate proficiency in DL instructional delivery methods. Proficiency in DL shall be determined by a method formulated by the college DL Committee Faculty may use training hours as part of their Professional Development (flex) obligation.
   a. No faculty member may be assigned a DL course until proficiency requirements set by the college DL Committee are met.
   b. The college DL Committee must determine CMS proficiency through training taken prior to the offer of any DL assignment.
   c. Proficiency gained in the CMS at any District college is portable to any other District college which uses the same CMS.

6. Evaluate DL instructors as specified in Articles 19 and 42 and Appendix C.

C. Class Size, and DL Assignments

1. Article 12, Class size, with the exception of 12.B.2. In addition, the first time an instructor teaches any DL class the maximum class size shall be 25 students, unless the assigned faculty member permits the class size to reach a maximum of 35. Thereafter DL class size shall not exceed 40 students unless the assigned faculty member permits additional students to enroll after the first day. These class size limits (25 for first time or 40) apply to the registration limits so that the number of students permitted to enroll cannot exceed these limits.

2. Large DL Class Authorization and Compensation. At the written request of a particular faculty member and, subject to the agreement of his/her department chair, at the stage of schedule planning, the chair and instructor may submit a recommendation to the appropriate vice president or designee, for authorization to set the DL class size limit for a particular course (other than the first time offering) and that particular instructor to 80 students. (Such authorization may be based on enrollment history, retention rates, high student demand, etc.) Only one such large DL class is permitted per instructor per semester. The instructor of the class will be compensated for the large class as follows:
   a. If the large DL class has an enrollment of 50 to 59 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of $500 per Standard Hour for that semester.
   b. If the large DL class has an enrollment of 60 to 69 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of $1000 per Standard Hour for that semester.
   c. If the large DL class has an enrollment of 70 to 80 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of $1500 per Standard Hour for that semester.

Any larger classes still count as one class for 67% limit purposes. The retirement contributions for the amounts of the stipends reported to CalSTRS would go into the DBS account for full time faculty and for adjunct faculty participating in the CalSTRS DB retirement system (as opposed to adjunct faculty members in CalSTRS CB or Social Security or PARS).

3. Article 13, Table A, applies to DL classes
4. Assignment to DL classes shall be voluntary.

5. The DL faculty member may meet his or her DL class office hour obligation in part or whole by internet consultation.

6. Any faculty member who is assigned a DL class as an extra or adjunct assignment shall be assigned in seniority order as described in Article 16, except that the DL proficiency requirement in section B.3 above shall also be met. To assure that both DL proficiency and adjunct seniority requirements are met, faculty DL proficiency shall be noted on all seniority lists. Only instructors with such notation shall be offered DL classes. If the faculty member so designated declines the DL assignment, that decline is counted as a refusal for the purposes of calculating seniority as described in Article 16. Should a faculty member no longer desire to teach DL classes, he/she may request in writing that such notation be removed from the seniority list. The request to change one’s DL designation will be effective the next term and declining a DL assignment in the next and subsequent terms will not be counted as a refusal. The DL designation can be reinstated by written request of the faculty member, effective the next term.

7. Experienced DL instructors selected to mentor or train others may be compensated at the non-teaching hourly rate.

D. Instructional Television

1. The assignment of faculty to Instructional Television courses shall be considered 0.4 FTE for the fall and spring semesters and 1 FTE in any intersession.

2. Courses with fewer than 80 enrollments as of the close of the tenth instructional day of the semester in which the course appears on TV may be cancelled and the teaching assignment terminated. The Instructor shall be reassigned if regular or contract status is held.

3. In the event an ITV course official enrollment exceeds 240 students, a second section shall be created.

4. All ITV assignments shall first be offered to regular faculty.

5. If regular faculty members are not available to accept ITV assignments, assignments may be offered to temporary adjunct faculty as ITV instructors in accordance with the District’s rules.

6. The ITV evaluation process shall parallel the process for part-time instructors with the director of ITV acting as the department chair.

7. District and AFT approved discipline-specific ITV faculty selection rosters may be used to select its temporary adjunct ITV faculty in lieu of conducting a standard selection process. The ITV program director, the relevant discipline/department chair(s) and the appropriate vice president must all agree on this alternate selection procedure, which shall be deemed to comply with Board Rule, Chapter X, Article III, section 10304.2 and any relevant concomitant local processes.
A. **Purpose.** The District and the AFT have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.

B. **Definitions.** As used in this Article:

1. “Works” means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

2. “License” means permission to use a work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

C. **Works Covered**

1. **Types of Works Whose Ownership and Use Are Covered by This Article.** This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment; and it addresses the use of those works by faculty members and the District.

2. **Types of Works Not Covered by This Article, and Consequences of Not Being Covered.** This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member’s teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

   Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member’s personal lecture notes.

   The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph D.2.a. below, and the District is not authorized to use such works under paragraph E.1.b. below.
D. Copyright Ownership

1. Ownership by Faculty Members. The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph D.2.a. below.

2. Ownership by District. The District will own the copyright to works under the following circumstances:

   a. Circumstances Relating to Substantial Support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, “substantial support” means financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall be considered substantial support provided by the District only if the District is involved in the fiscal administration of the grant.

   b. Circumstances Relating to the Nature of the Work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure, that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

3. Faculty Member’s Option to Acquire Copyright. If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member who created the work shall have an option to acquire the work’s copyright by paying the District an amount of money that shall be agreed upon in writing by the faculty member and the District at the time the District provides (or agrees to provide) that support. To exercise this option, the faculty member shall pay the District the agreed-upon amount; and the District shall immediately assign the work’s copyright to the faculty member.

4. Process for Documenting District Ownership and Faculty Member’s Option.

   a. If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member and the District should sign an agreement that contains the following clauses:

      “Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a ‘work made for hire’ as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District.

      “The work to which this Agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work is titled or described as follows:

      ________________________________________________________________.”
b. If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, unless the District proves in arbitration (as provided in paragraph H below) that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.

c. If the District is to be the owner of the copyright to a work because it contributed substantial support, the agreement signed by the faculty member and District also should contain the following clause:

“To exercise his or her option to acquire the copyright to the work identified above, the faculty member shall pay the District the sum of $_____________.”

d. The amount to be paid by the faculty member to exercise his or her option to acquire a work’s copyright may be adjusted from time to time, if for example the amount of the District’s support increases (or decreases), but only if the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.

E. Permitted Uses

1. Use of Work When Copyright is Owned by Faculty Member

a. Uses by Faculty Member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District’s non-exclusive license to use those works (set forth in paragraph E.1.b. below), without any further authorization from the District.

b. Uses by District and College. The District shall have a non-exclusive license to use works whose copyrights are owned by faculty members in the following ways:

i. to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks);

ii. to distribute such works (for example, to students in classes);

iii. to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);

iv. to display such works (for example, over the web); and

v. to create derivative works (for example, companion materials or updated versions).

The District and its Colleges may do these things themselves, but neither the District nor its Colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work’s copyright.

2. Use of Work When Copyright is Owned by District

a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b. below), without any further authorization from the faculty members who created those works.
b. **Uses by Faculty Member.** Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways:

i. to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks);

ii. to distribute such works (for example, to students in classes);

iii. to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);

iv. to display such works (for example, over the web); and

v. to create derivative works (for example, companion materials or updated versions).

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

3. **Use of Names of Faculty Members, District and Colleges**

a. **District's and College's Use of Faculty Member's Name.** The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason the faculty member does not wish his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

b. **Faculty Member's Use of Name of District or College.** Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators’ relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member’s name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.
If for any reason the District does not wish its name or the College’s name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he/she should have, or identifies the District or College under circumstances when he/she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District’s or College’s identification.

F. Responsibilities

1. Registration of Copyright. It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.

2. Acquiring and Paying for Necessary Rights From Third Parties. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute “substantial support” from the District, so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.

3. Determining and Documenting Copyright Ownership When Two or More Faculty Members Create and Own the Copyright to a Work. If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.

G. Authorization of Individual Agreements the Terms of Which Differ From Those Described Above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supercede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the AFT.

H. Dispute Resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article 28, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.
Tenure Review and Evaluation of Contract (Probationary) Faculty

A. The purpose of a probationary period is to give contract faculty members who are candidates for tenure the opportunity to demonstrate that they meet or exceed the needs and expectations of the college and are performing at a level that warrants the granting of tenure. As a consequence, tenure review is, in a sense, the conclusion of the selection process: continued review and rigorous evaluation leading to a recommendation to the Board of Trustees on whether to employ an individual as a permanent, tenured member of the faculty.

All Contract (Probationary) Faculty shall be informed by the department chair of the faculty mentor option (see H.1) and shall participate in a new faculty orientation. See Appendix C for the Suggested Time Table and Work Sheet.

B. Tenure Review Committee

1. Within twenty working days of a contract faculty member's first day of service at the college in a probationary position, the college president or designee shall initiate the formation of a tenure review committee by the department to conduct the contract faculty member's tenure review and to evaluate his or her performance. Except as provided in Section B.2 and 3, the committee shall consist of the following:
   a. the appropriate department chair who, if he/she is not tenured, shall be a non-voting member of the committee;
   b. the appropriate department chair's designee, but only in the case where the chair is not tenured;
   c. two tenured faculty members, one of whom shall be selected by the contract faculty member, and one of whom shall be chosen by the department (if neither of these faculty members is in the contract faculty member's discipline, a third tenured faculty member from the contract faculty member's discipline shall be chosen by the department. In such cases, the original committee member chosen by the department shall be a non-voting member);
   d. a tenured faculty member from a department other than the contract faculty member's department selected by the Academic Senate, who shall be a non-voting member of the committee; and
   e. the appropriate vice president or designee, who shall be a non-voting member of the committee.

The vice president or department chair may name as a designee to serve on the committee anyone who is an academic administrator or tenured faculty member at the college.

2. If the department chair is the contract faculty member being reviewed for tenure, the tenure committee shall consist of the following:
   a. a chair from a reasonably related department.
b. two tenured faculty members, one of whom shall be selected by the evaluatee, and one of whom shall be chosen by the department. The faculty member chosen by the department should be from the contract faculty member’s discipline; and

c. a tenured faculty member from a department other than the department chair’s department selected by the Academic Senate, who shall be a non-voting member of the committee.

d. the appropriate vice president or designee, who shall be a non-voting member of the committee.

3. For a contract faculty member who is an ISA, Consulting Instructor, Disability Specialist, or College Nurse, the college president shall initiate the formation of the tenure review committee, which shall consist of the following:

a. an appropriate supervisor selected by the President in place of the department chair;

b. two tenured faculty members from reasonably related disciplines, one of whom shall be selected by the contract faculty member, and one of whom shall be jointly selected by the appropriate vice president and the AFT chapter president;

c. a tenured faculty member from a department other than the contract faculty member’s department selected by the Academic Senate, who shall be a non-voting member of the committee; an

d. the appropriate vice president or designee, who shall be a non-voting member of the committee.

4. To the extent practicable, the membership of the tenure review committee shall remain constant throughout the contract faculty member’s probationary period. However, a committee member shall be replaced if one of the following occur:

a. he/she resigns, retires, or becomes unavailable for continued service on the committee for any other reason;

b. he/she will be on a leave of absence for one semester or more; or,

c. in the case of the department chair or vice president vacates his or her assignment as department chair or vice president.

Whenever a committee member needs to be replaced, the college president or designee shall promptly appoint a replacement by following the appointment process applicable to the replacement member’s predecessor.

5. Once appointed, the tenure review committee shall elect one of the tenured faculty members on the committee to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and maintain a tenure review file consisting of all of the documents and other materials that are relevant to the process and that need to be preserved.

6. As one of its initial acts, the tenure review committee will meet with the contract faculty member to review the tenure review process and to discuss, in general terms, how it will be conducted.
C. First-Year Evaluation and Recommendation

1. As provided in Education Code Section 87605, “a faculty member shall be deemed to have completed his or her first contract year if he/she provides service for 75 percent of the first academic year.” As a consequence, if a contract faculty member’s service as a probationary employee begins during the spring semester, his or her service during that academic year does not count as his or her first contract year for the purposes of tenure review, and he/she shall receive a first-year evaluation during the following fall semester. All other contract faculty members shall receive their first-year evaluation during the fall semester of the academic year during which they first served as a probationary employee.

2. Before commencing the first year evaluation, the tenure review committee shall prepare a recommended plan for the evaluation that anticipates the need to submit all required recommendations and supporting materials in a timely fashion so that the Board can act before March 15, and that specifies the following:
   a. The materials it intends to request from the contract faculty member (for example: self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; or other relevant work products).
   b. The extent to which it intends to collect data from students, peers, administrators or other individuals using the data collection instruments set forth in Appendix C;
   c. Whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and
   d. A general schedule under which the committee intends to complete its work, including a time frame for classroom observations and student evaluations of the faculty member.

3. Notwithstanding anything in Section C.2 to the contrary, the evaluation plan shall provide for appropriate peer observation of the contract faculty member; student evaluations, and preparation of a tenure review portfolio by the contract faculty member, which shall be maintained and built upon by the faculty member throughout his or her probationary period. The portfolio shall include relevant materials specified by the tenure review committee, such as course syllabi; class handouts; exams, tests and quizzes; and other materials that document curriculum development or service improvement activities, professional development or research activities, professional contributions to the department or college, participation in department, college, or district committees, successful completion of a faculty orientation, publications, community service, awards and honors, etc.

4. Before adopting a final version of its recommended evaluation plan, the committee shall share a draft of the plan with the contract faculty member and solicit his or her comments. Once it adopts a final recommended plan, the committee shall send a copy of the recommended plan to the vice president for review and approval. If the vice president does not approve the plan, he/she shall return it to the tenure review committee with an explanation of the revisions needed to obtain approval. When the vice president does approve the recommended plan, he/she shall indicate his or her approval on the plan and return it to the committee with a copy to the contract employee.
5. Student evaluations shall be completed for all faculty (see Ed Code section 87663). The appropriate forms for student evaluations found in Appendix C shall be used. The process for student evaluations shall follow the format as described in G.4.a. through G.4.c. of Article 19. For tenure review evaluation, the term “evaluator” used in the above referenced format shall mean the “tenure review committee” or the “chair of the tenure review committee,” however such committee wants to delegate such responsibility amongst the committee members. The appropriate vice president shall retain originals of all four years of such student evaluations.

   a. Reviewing student evaluations: the tenure review committee shall open and review the student evaluations with the evaluee present and the tenure review committee shall retain the student evaluation forms for the evaluation report.

   b. At the completion of the annual evaluation process, the tenure review committee shall deliver the original student evaluations to the appropriate vice president and copies to the evaluee once grades have been submitted. The appropriate vice president shall retain the original student evaluations for the duration of the tenure review process.

   c. At the conclusion of the tenure review process, all original student evaluations shall be returned to the evaluee.


   a. The tenure review committee must inform the faculty member of a time frame for being observed.

   b. If the faculty member teaches a DL course, the tenure review committee will have access to the DL course for a mutually agreed upon timeframe.

7. At the conclusion of its data gathering, the tenure review committee shall review all of the data collected as part of the evaluation plan. Based on that information, the committee shall complete an appropriate comprehensive evaluation summary using an appropriate summary form (see Appendix C). For each applicable performance category listed on the form, the committee shall do the following:

   a. prepare a brief narrative assessment of the contract faculty member’s performance that reflects the committee’s analysis of the data it collected; and

   b. assign one of the following ratings: meets/exceeds expectations or needs to improve.

      The committee shall also include its recommendation as to whether the faculty member’s overall performance should be rated as meets/exceeds expectations, needs to improve, or unsatisfactory.

8. As a part of the comprehensive evaluation summary the tenure review committee shall also include recommendations to the contract faculty member regarding actions he/she should consider to maintain or improve his or her progress towards achieving tenure.

9. If the members of the committee do not agree on the content of the comprehensive evaluation summary, the tenure review committee shall provide for dissenting views to be documented and included as a part of the summary.
10. The tenure review committee chair shall convene a meeting to present the comprehensive evaluation summary and to review the student evaluations with the contract faculty member for his or her comment. If the faculty member submits comments, the committee shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the comprehensive evaluation summary, and any other relevant documents) to the vice president or designee. If the contract faculty member declines to comment, or fails to comment within ten working days of the date on which the committee sent the summary to the faculty member, the tenure review committee shall forward the completed evaluation file (including all of the materials referenced above) to the vice president or designee.

11. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the appropriate vice president or designee shall either:

   a. complete the evaluation by formally accepting and signing the tenure review committee’s evaluation summary or

   b. return the evaluation to the tenure review committee with a written explanation of the reasons he/she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he/she perceived.

12. If the appropriate vice president or designee declined to accept the evaluation and instead returned it to the tenure review committee, the following shall occur:

   a. The tenure review committee shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the vice president or designee perceived with the evaluation. If the committee determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the vice president or designee, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate.

   b. Once the tenure review committee has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections or amendments to the evaluation summary it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the contract faculty member for his or her comment. If the faculty member declines to comment, or fails to comment within five working days of the date on which the committee sent the summary to the faculty member, the tenure review committee shall forward the evaluation summary to the appropriate vice president or designee.

   c. Upon receiving the evaluation summary, the appropriate vice president or designee shall complete the evaluation by formally accepting and signing the tenure review committee’s evaluation summary.

13. Once the appropriate vice president or designee has completed the evaluation by formally accepting the tenure review committee’s evaluation summary, he/she shall deliver the evaluation summary to the contract faculty member and place a copy of it in the faculty member’s tenure review file.
14. The completed evaluation, when delivered to the contract faculty member by the appropriate vice president, shall be accompanied by written advice that the faculty member has the right to submit a written comment within ten (10) working days regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's tenure review file. The completed evaluation, when delivered to the contract faculty member by the appropriate vice president, shall be accompanied by written advice that the faculty member has the right to submit a written comment within ten (10) working days regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's tenure review file.

15. At the same time it forwards the completed first-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation regarding the contract faculty member's continued service. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the tenure review committee shall, except under the circumstances described in Section G.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that he/she will be employed for the following academic year as a second year contract faculty member, or that the contract faculty member be given notice he/she will not be employed for the following academic year.

D. Second-Year Evaluation and Recommendation

1. Each contract faculty member shall be evaluated during the fall semester of his or her second contract year. A faculty member shall be deemed to have completed his or her second contract year if he/she provides service for 75 percent of the second academic year. As a continuation of the tenure review process, the evaluation shall cover the entire period since the contract faculty member's last evaluation, not just his or her performance during the fall semester.

2. The second-year evaluation shall be conducted in the manner specified in Sections C.2 through C.14, with the addition that, as a part of the evaluation, the tenure review committee shall review the contract faculty member's prior evaluations and inquire into the nature and extent of the faculty member's response to the recommendations contained in those evaluations.

3. At the same time it forwards the completed second-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation regarding the contract faculty member's continued service. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the tenure review committee shall, except under the circumstances described in Section G.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that he/she will be employed for the following two academic years as a contract faculty member, or that the contract faculty member be given notice he/she will not be employed for the following academic year.
E. Third- and Fourth-Year Evaluations and Recommendation

1. Each contract faculty member shall be evaluated during the fall semester of his or her third contract year, and again during the fall semester of his or her fourth contract year. A faculty member shall be deemed to have completed his or her third/fourth contract year if he/she provides service for 75 percent of the third/fourth academic year. As a continuation of the tenure review process, each evaluation shall cover the entire period since the contract faculty member’s last evaluation, not just his or her performance during the semester in which the evaluation is conducted.

2. The third and fourth year evaluation shall be conducted in the manner specified in Sections C.2 through C.14, with the addition that, as a part of the evaluation, the tenure review committee shall review the contract faculty member’s prior evaluations and inquire into the nature and extent of the faculty member’s response to the recommendations contained in those evaluations.

3. During the third contract year the tenure review committee shall not forward any recommendation regarding the contract faculty member’s continued service, but during the fourth contract year, at the same time it forwards the completed fourth-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation as to whether the Board should notify the faculty member that he/she will be employed for all subsequent academic years as a tenured faculty member, or that he/she will not be employed for the following academic year.

F. Administrative Evaluations

1. At any time during a contract faculty member’s probationary period, the college president or designee may initiate an administrative evaluation if one of the following occurs:
   a. the contract faculty member requests an administrative evaluation; or
   b. an evaluation conducted pursuant to Sections C.2 through C.14 discloses identifiable issues about the contract faculty member’s performance that the college president reasonably determines warrants further review and documentation through an administrative evaluation; or
   c. the contract faculty member’s tenure review committee recommends an administrative evaluation (which the committee may do at any time it determines such a recommendation to be appropriate); or
   d. the college president determines that an administrative evaluation is appropriate to review events or circumstances that could lead to formal disciplinary action under Education Code Section 87732 (in which case the evaluation, once completed, shall be deemed to have served the purposes specified in Education Code Section 87671).

Any administrative evaluation initiated under Subsection F.1.a or F.1.b shall be commenced within thirty working days of the completion of the evaluation, or receipt of the tenure review committee’s recommendation to conduct the evaluation, whichever is relevant. Furthermore, it shall be concluded within forty-five working days after it was commenced.
2. If the administrative evaluation follows an evaluation conducted pursuant to Sections C.2 through C.14, or was initiated upon the recommendation of the tenure review committee, the appropriate vice president or designee shall solicit input from the following:
   a. the tenure review committee;
   b. appropriate individuals the contract faculty member identifies as having relevant information about his or her performance; and
   c. any others the vice president or designee believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the appropriate vice president or designee before he/she completes the administrative evaluation.

3. The appropriate vice president or designee may, if it is appropriate to the evaluation, observe the contract faculty member as he/she teaches or performs his or her other duties, conduct student evaluations, or collect relevant data through other appropriate data collection methods.

4. The administrative evaluation shall be recorded on the appropriate administrative evaluation form (see Appendix C). Once the appropriate vice president or designee has completed the form, he/she shall deliver the evaluation to the contract faculty member and place a copy of the form in the faculty member's personnel file.

5. The completed administrative evaluation, when delivered to the faculty member by the appropriate vice president, shall be accompanied by written advice that the faculty member has the right to submit a written comment within ten (10) working days regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the administrative evaluation contained in the faculty member's personnel file.

G. Recommendations to the Board

1. Before March 15 of each contract faculty member's first, second and fourth contract years, the college president shall forward the recommendation of the faculty member's tenure review committee regarding the contract faculty member's continued service, along with the president's recommendation regarding that matter. The college president's recommendation shall be based solely on the tenure review committee's comprehensive evaluation summaries, accompanying materials in the evaluation file, and any administrative evaluations that were performed.

2. Except as provided in Section G.4, below, any recommendation forwarded during a contract faculty member's first contract year shall be a recommendation to notify the faculty member of one of the following:
   a. he/she will be employed for the following academic year as a second year contract faculty member, or that
   b. he/she will not be employed for the following academic year.
3. Except as provided in Section G.4, below, any recommendation forwarded during a contract faculty member's second contract year shall be a recommendation to notify the faculty member of one of the following:
   a. he/she will be employed for the following two academic years as a contract faculty member, or that
   b. he/she will not be employed for the following academic year.

4. Notwithstanding Sections G.2 and G.3, the college president may, during a contract faculty member's first or second contract year, recommend that the faculty member be employed for all subsequent academic years as a tenured faculty member, but only in extraordinary circumstances where that recommendation has been initiated by the tenure review committee on the basis of documented evidence that the contract faculty member is performing at a level that warrants the granting of early tenure, and the president finds that there are clear and compelling reasons to conclude that the action will be in the best interests of the college. No recommendation made pursuant to this section, and no action accepting or rejecting any such recommendation, shall be grievable.

5. Any recommendation forwarded during a contract faculty member's fourth contract year shall be a recommendation to notify the faculty member that:
   a. he/she will be employed for all subsequent academic years as a tenured faculty member, or that
   b. he/she will not be employed for the following academic year.

H. Mentors

1. A mentor shall be designated for any contract faculty member who requests one within the first 20 days of employment. When a contract faculty member requests a mentor, the appropriate vice president shall consult with the contract faculty member and his or her department chair to identify an appropriate mentor, who can be any tenured faculty member who is employed at any of the colleges within the District.

2. A tenured faculty member may serve as a mentor to more than one contract faculty member, but since effective mentoring often requires the investment of an extensive amount of time and effort, a single faculty member should not generally be designated as a mentor for more than two contract faculty members at any time.

3. Service as a mentor shall not be considered an adjunct assignment under Article 16(A) or Article 16(B), nor shall it be counted towards the limitation on adjunct assignments specified in Article 13.C. Nevertheless, for each full year that the mentoring relationship continues, each mentor shall receive $450 per mentee, as partial recognition for his or her service as a mentor.

4. During the period of mentoring, the mentor shall consult and interact with the contract faculty member for the purposes of enhancing the contract faculty member's effectiveness and ability to perform his or her basic duties, and encouraging the contract faculty member's professional growth. All mentors shall adhere to any mentoring guidelines adopted by the college.
Article 43

Temporary Adjunct Faculty Pay Principles and Ancillary Activities

A. Temporary Adjunct Faculty Pro-Rata Pay

The Parties reaffirm the following principles regarding the implementation of pro-rata pay.

1. To provide a means for determining the pay value of each assignment, every course (or other relevant assignment) will be given a “load factor” which represents the percentage share of a full load of scheduled duties the course or assignment represents. For example, a typical history course—five of which constitute a full assignment for a semester—would be given a load factor of .20 of a semester load or .10 of an annual load.

2. For each course or other appropriate unit of work, the District will pay a temporary adjunct faculty member according to the following formula:

\[
PAY = X\% \times (\text{schedule placement} \times \text{load factor})
\]

WHERE: \(X\) = a value negotiated by the parties as approximating the proportion of a full-time faculty member’s pay that is attributable to his or her scheduled duties;

SCHEDULE PLACEMENT = the temporary adjunct faculty member’s step and column placement on the preparation schedule;

and

LOAD FACTOR = the load factor of the course or assignment for which the temporary adjunct faculty member is being paid.

B. Temporary Adjunct Faculty Ancillary Activities

Full-time faculty are expected to perform a wide range of professional duties and tasks associated with their full-time status. However, when there are not enough full-time faculty members available to perform these tasks, or when the expertise and knowledge of a temporary adjunct faculty member is required, as per Education Code section 87482.5, a temporary adjunct faculty may choose to perform similar duties and tasks beyond the scope of their primary adjunct assignment without impacting applicable limited eligibility requirements.

1. Ancillary duties may include, but are not limited to the following:
   a. Curriculum development and course outline revision
   b. Division/department activities (not used for flex) including service as adjunct representative and participation in SLO activities (e.g., writing SLO’s, creating or norming rubrics, holistic scoring as a discipline, excluding assessment of SLOs in one’s own class)
   c. Service on college or district committees
   d. Grant writing/working on grants
   e. Testing coordination, examination scoring, ESL book leveling
   f. Advising student organizations
   g. Preparation and presentation of workshops for professional development
   h. Editing department, college, or district newsletters
2. All colleges will use the appended application form, REQUEST FOR APPROVAL AND PAYMENT FOR TEMPORARY ADJUNCT ANCILLARY ACTIVITIES. See Appendix J to initiate and process ancillary activity assignment requests. Prior to the offer of any such assignment, selection criteria shall be determined by mutual consent between the college president or designee, the requesting administrator or department/division chair, and the AFT chapter president.

Selection criteria may include:

a. Relationship or relevance to the college priorities as determined through the shared governance process

b. Lack of number of full-time faculty members available to perform the tasks as part of their professional/institutional obligations

c. Special ability, expertise, knowledge and experience of the temporary adjunct faculty member that precludes full-time faculty from performing the tasks as part of their professional/institutional obligations

d. Appropriateness of the funding request.

The requesting department/division chair or an administrator will seek and receive approval from the college president or designee to offer the temporary adjunct ancillary duty assignment before any work may begin. The parties shall agree on the tasks and hours to be assigned.

The temporary adjunct faculty member will be paid at his/her non-classroom adjunct rate for completing the assigned duties.

3. Requests will be approved or denied by the college president or designee and the AFT chapter president after consultation and then provided to the academic senate president. When a Request for an Ancillary Duty assignment is denied, the college president shall provide a written rationale for this decision.

4. Professional ancillary activities do not count towards eligibility for contract or regular status. The AFT will not pursue tenure claims on behalf of employees based upon their acceptance of professional ancillary activity assignments as defined in this Article.
Article 44

Clerical/Technical Support

The parties agree that appropriate clerical and technical support should be considered in the context of the operation of the college as it strives to meet its mission to deliver its instructional and student services programs. The level of support should be determined through the shared governance process and should be in keeping with sound educational practices and fiscal management, and with consideration of legal statutes and regulations (such as Title 5, Section 58724).

In considering whether or not the appropriate level of clerical and technical support exists at the departmental or unit level, the college should develop a method to assess the overall function and purpose of each department and assess whether or not the current level of clerical and/or technical support is adequate.

At the department level, faculty should consider the best means to use existing clerical support levels as described in Article 17, Departments and Department Chairs. Other approaches to meet clerical support needs of departments should also be considered through the shared governance process.
The AFT shall submit this Agreement to a ratification vote of its active members by mail ballot as soon as practicable. The Agreement shall also be presented to the Board of Trustees for its approval. Once both parties have ratified or approved the Agreement, it shall become effective and shall remain in effect through June 30, 2014. The parties agree that bargaining for a successor Agreement should begin no later than the start of the Spring 2014 semester. In Witness Whereof the parties execute the Agreement on the 7th day of December, 2011.
The following items represent mutual interests of the parties and are not grievable.

A. **Selection of Arbitrators.** The District and the AFT shall jointly agree upon a means of appointing arbitrators for grievances.
## Appendices

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Salary Schedules</td>
<td>174</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Employee Grievance Form</td>
<td>183</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Evaluation Forms</td>
<td>184</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Definitions</td>
<td>226</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Seniority Lists</td>
<td>233</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Faculty Service Areas (FSAs)</td>
<td>242</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Video Display Terminals Policy</td>
<td>249</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Class Codes</td>
<td>253</td>
</tr>
<tr>
<td>Appendix I</td>
<td>Domestic Partner Policy for Health Insurance</td>
<td>255</td>
</tr>
<tr>
<td>Appendix J</td>
<td>Request for Approval and Payment for Adjunct Ancillary Activities</td>
<td>261</td>
</tr>
<tr>
<td>Appendix K</td>
<td>Load Banking Form</td>
<td>262</td>
</tr>
<tr>
<td>Appendix L</td>
<td>Selected MOU’s</td>
<td>263</td>
</tr>
<tr>
<td>Appendix M</td>
<td>Calendars 2012-13, 2013-14 and 2014-15</td>
<td>277</td>
</tr>
<tr>
<td>Appendix N</td>
<td>Annual Load Form</td>
<td>290</td>
</tr>
<tr>
<td>Appendix O</td>
<td>Prohibited Discrimination and Harassment Policy</td>
<td>291</td>
</tr>
<tr>
<td>Appendix P</td>
<td>Top Codes Linkages and Map</td>
<td>292</td>
</tr>
<tr>
<td>Appendix Q</td>
<td>Faculty Duties/Obligations/Activities</td>
<td>294</td>
</tr>
<tr>
<td>Appendix R</td>
<td>Seniority/Priority List Templates</td>
<td>295</td>
</tr>
</tbody>
</table>
APPENDIX A
2011-12 FACULTY SALARY SCHEDULES AND RATES

Look to www.aft1521.org for the latest salary schedules.

A. 2011-12 FACULTY SALARY SCHEDULES AND RATES (Table 1 effective July 1, 2011)

1. 2011-12 Salary Schedules. (Monthly rate instructors, counselors, instructor-advisors, librarians, department chairs, and consulting instructors)

Rates indicated are basic rates for a four-week month (10 months a year) in both Tables 1 and 2. “Pts” refers to points; a point is equivalent to one semester unit or 1.5 quarter units.

a. Preparation Salary Schedule
   (Probationary, Permanent, Temporary Contract, and Long-term Substitutes, Child Development Center Faculty)

   NOTE: To the rates below in Table 1 add $300 for a doctor’s degree or $142 for a certificate differential.
   (Schedule is fully aligned, 5% between columns and 3.6% between rows.)

Table 1—Fall 2011 (10 month for C-basis and 12 month for D-basis assignments)

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<th>RATING IN YEARS OF EXPERIENCE</th>
<th>COL A Min Preparation</th>
<th>COL B Min + 30 Pts or MA</th>
<th>COL C Min+50 Pts or MA**+20 Pts</th>
<th>COL D Min+70 Pts or MA**+40 Pts</th>
<th>COL E Min+90 Pts or MA**+60 Pts or Doctorate</th>
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<td></td>
<td></td>
<td></td>
<td>6317</td>
<td>6632</td>
<td>6964</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6544</td>
<td>6871</td>
<td>7215</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>7475</td>
<td>7848</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>8131</td>
<td>8537</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8845</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with one career increment</td>
<td>E 16 - E 18</td>
<td>9056</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with two career increments</td>
<td>E 19 - E 21</td>
<td>9272</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with three career increments</td>
<td>E 22 - E 24</td>
<td>9493</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with four career increments</td>
<td>E 25 - E 27</td>
<td>9720</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with five career increments</td>
<td>E 28+</td>
<td>9952</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with one career increment and doctorate differential</td>
<td>9356</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with two career increments and doctorate differential</td>
<td>9572</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with three career increments and doctorate differential</td>
<td>9793</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with four career increments and doctorate differential</td>
<td>10020</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum rate with five career increments and doctorate differential</td>
<td>10252</td>
<td></td>
</tr>
</tbody>
</table>

[Note: there is a 2.387% difference between all career increments.]
*
* Limit for initial allocation on schedule.

** In this case, 30 Pts beyond minimum preparation are allocated to the MA.
b. Monthly Rates.

**Rating In.** All new faculty members shall provide official transcripts and verification of prior applicable employment (when requested by the District) at the time of hiring. Upon receipt of a complete set of official transcripts and verification of employment letters, the District shall make every effort to complete the rating-in process within two months. District shall provide the employee a written receipt (electronic receipt acceptable) containing the results of the rating-in process (i.e. which step and column) when the process is complete.

i. **Rating In - Column Placement.** New employees are placed on the first column of the schedule until evidence of meeting the minimum requirements is submitted and evaluated. Minimum requirements are: For new employees hired in subject areas for which a Master's degree is required: 120 semester units of credit from an accredited college or university. For new employees hired in subject areas requiring either a Bachelor's degree and two years of vocational experience in the subject area, or an Associate degree and six years of vocational experience in the subject area: 60 college/university credit units from an accredited college/university and two years of occupational experience in the subject field. Any additional work experience (beyond the two years) not counted in meeting the minimum requirements may count toward accelerated step placement up to the limit. For new employees hired in the Child Development Center areas requiring a Children's Center Permit: 60 college/university credit units from an accredited college/university. A “point” is the equivalent of one semester unit or 1.5 quarter units of college study completed since the date of meeting minimum preparation requirements.

ii. **Rating In - Step Placement.** New employees are placed on the first step of the first column of the schedule until evidence of experience is submitted and evaluated. Credit for experience as a faculty member in an accredited college or university or a certificated employee in a public or private school shall be granted on the basis of one year of experience for each step of the salary schedule. All other applicable experience (excluding any experience counted for meeting of minimum requirements in (1) above) shall be granted on the basis of two years of experience for each step on the salary schedule. New employees may be allocated up to and including Step 8.

iii. **Degree and Certificate Differentials.** At any monthly rate on the preparation schedule an additional $300 per month is paid for an earned doctor’s degree or $142 per month for a specified professional certificate in accordance with Board Rule 10535. (See LACCD Personnel Guide B308 for a listing of certificate differential fields and eligibility criteria.)

When a faculty member is eligible to receive a doctoral differential, the differential shall be paid out without regard to the specific assignment of the faculty member. The differential is earned based on individual educational accomplishment and is not contingent on a particular assignment. Furthermore, it is paid in full in situations where the faculty member is working 1.0 FTE but is fractionally assigned (e.g. a department chair assigned .6 during the summer receives the full doctoral differential) or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated doctoral differential.
Certificate differentials shall be paid out at the full amount as long as the faculty member is working 1.0 FTE and is assigned in a field covered by professional certificate or membership or is available for such an assignment or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated certificate differential. The list of eligible fields are:

<table>
<thead>
<tr>
<th>CERTIFICATE OR MEMBERSHIP</th>
<th>FIELD</th>
<th>AUTHORIZING ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air and Power-plant Certificate</td>
<td>Aircraft Maintenance</td>
<td>Federal Aviation Administration</td>
</tr>
<tr>
<td>Architect</td>
<td>-Architecture, Architectural Drafting</td>
<td>Board of Architectural Examiners</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>-Ornamental Horticulture, Architectural Drafting</td>
<td>Board of Architectural Examiners</td>
</tr>
<tr>
<td>Certified Public Accountant</td>
<td>Business (Accounting)</td>
<td>California Board of Accountancy</td>
</tr>
<tr>
<td>Contractor</td>
<td></td>
<td>Contractors State License Board</td>
</tr>
<tr>
<td>-General</td>
<td></td>
<td>Board of Registration For Civil and Professional Engineers and Land Surveyors</td>
</tr>
<tr>
<td>-Air Conditioning and Refrigeration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer</td>
<td>All-Engineering</td>
<td>Board of Registration For Civil and Professional Engineers and Land Surveyors</td>
</tr>
<tr>
<td>-Civil</td>
<td>All-Mathematics</td>
<td></td>
</tr>
<tr>
<td>-Chemical</td>
<td>-Engineering</td>
<td></td>
</tr>
<tr>
<td>-Land Surveyor</td>
<td>-Electrical &amp; Electronics</td>
<td></td>
</tr>
<tr>
<td>-Mechanical</td>
<td>-Electronic Drafting</td>
<td></td>
</tr>
<tr>
<td>-Metallurgical</td>
<td>-Metallurgy</td>
<td></td>
</tr>
<tr>
<td>-Petroleum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Structural</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registered Geologist</td>
<td>Geology</td>
<td>Board of Geologists and Geophysicists</td>
</tr>
<tr>
<td>Physical Therapist</td>
<td>Handicapped, Physical Education, Occupational</td>
<td>Physical Therapy Board of California</td>
</tr>
<tr>
<td>Dental Hygienist</td>
<td>Dental Hygiene</td>
<td>Board of Dental Hygiene</td>
</tr>
<tr>
<td>Registered Dietician</td>
<td>Dietetics, Nutrition</td>
<td>Commission on Dietetic Registration</td>
</tr>
</tbody>
</table>
iv. Career Increment. Employees who have received pay at Column E, Step 13 or higher on the preparation schedule for the equivalent of 130 full-time days in each of three years are eligible to receive a career increment of $211 per month. Employees who have been so paid for six years are eligible to receive an additional increment of $216. Employees who have been so paid for nine years are eligible to receive an additional increment of $221. Employees who have been so paid for twelve years are eligible to receive an additional increment of $227. Employees who have been so paid for fifteen years are eligible to receive an additional increment of $232.

v. Employees in Service. After initial allocation to the salary schedule, employees are limited to one column advance per year.

Employees may earn one step advance per year either at the beginning of the first pay period within their regular assignment basis or at the beginning of their first pay period which commences on or after the beginning of the spring semester. Active service for 130 days is required for step advance.

c. Differential Salary Rates. Regular, temporary, and substitute employees serving in the classes of counselor, instructor-advisor, consulting instructor, college nurse, and child development center director, and working 1.0 FTE in these positions (or on a full-paid leave) shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of $422 per pay period. When receiving a salary differential, the differential shall be paid proportional to the assignment for which the differential applies. For example, an individual who is assigned .5 as a counselor and .5 as a classroom instructor will receive the counseling differential for .5 of his or her assignment.

A department chair shall receive the $422 differential year round, if eligible, according to the provisions of Article 17. He or she will receive a full chair differential for the length of that assignment regardless of the amount of FTE reassigned time allotted for the particular department. This requires that the faculty member work year round to carry out the chair duties as defined in Article 17. Department chairs shall receive the full differential when on full-paid leave and shall receive a pro-rated differential when on a partial paid leave.

Faculty members receiving differentials who are on released or reassigned time or organizational leave for the AFT or for service as a college Academic Senate President or as District Academic Senate President shall receive the same differential they would have received if they were not released or reassigned in order to serve in their bargaining unit representative assignments.

(See LACCD Personnel Guide B308 for details as to eligibility rules).
d. **Supplemental Instructor Rate.** Supplemental Instructor rate is a flat rate of $47.82 per hour.
e. **Faculty Mentor:** $531 per year.
f. **Overbase Differential:** $277, $554, $831 per pay period for 1, 2 or 3 standard hours beyond 18.
g. **Athletic Coaching Stipends**
i. **Athletic Coaching Stipends**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Walk-On Head Coach</th>
<th>Head Coach (Full Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>$12,705</td>
<td>$8,488</td>
</tr>
<tr>
<td>M/W Cross Country</td>
<td>$8,652</td>
<td>$7,371</td>
</tr>
<tr>
<td>M/W Water Polo</td>
<td>$8,652</td>
<td>$7,371</td>
</tr>
<tr>
<td>M/W Soccer</td>
<td>$8,981</td>
<td>$7,480</td>
</tr>
<tr>
<td>M/W Volleyball</td>
<td>$10,733</td>
<td>$8,269</td>
</tr>
<tr>
<td>M/W Basketball</td>
<td>$16,976</td>
<td>$8,269</td>
</tr>
<tr>
<td>Baseball</td>
<td>$11,390</td>
<td>$8,937</td>
</tr>
<tr>
<td>Softball</td>
<td>$10,624</td>
<td>$8,488</td>
</tr>
<tr>
<td>M/W Swim/Dive</td>
<td>$10,624</td>
<td>$8,488</td>
</tr>
<tr>
<td>M/W Track/Field</td>
<td>$10,624</td>
<td>$8,488</td>
</tr>
<tr>
<td>M/W Tennis</td>
<td>$10,624</td>
<td>$8,488</td>
</tr>
<tr>
<td>Wrestling</td>
<td>$10,733</td>
<td>$8,269</td>
</tr>
<tr>
<td>Badminton</td>
<td>$11,390</td>
<td>$8,937</td>
</tr>
<tr>
<td>Golf</td>
<td>$9,748</td>
<td>$7,152</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Walk-On Assistant Coaches</th>
<th>Assistant Coach (Full Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>$7,667</td>
<td>$6,484</td>
</tr>
<tr>
<td>M/W Cross Country</td>
<td>$6,790</td>
<td>$5,695</td>
</tr>
<tr>
<td>M/W Water Polo</td>
<td>$6,790</td>
<td>$5,695</td>
</tr>
<tr>
<td>M/W Soccer</td>
<td>$7,010</td>
<td>$5,805</td>
</tr>
<tr>
<td>M/W Volleyball</td>
<td>$8,433</td>
<td>$6,593</td>
</tr>
<tr>
<td>M/W Basketball</td>
<td>$10,295</td>
<td>$8,269</td>
</tr>
<tr>
<td>Baseball</td>
<td>$8,981</td>
<td>$7,371</td>
</tr>
<tr>
<td>Softball</td>
<td>$8,433</td>
<td>$7,371</td>
</tr>
<tr>
<td>M/W Swim/Dive</td>
<td>$8,433</td>
<td>$6,922</td>
</tr>
<tr>
<td>M/W Track/Field</td>
<td>$8,433</td>
<td>$6,922</td>
</tr>
<tr>
<td>M/W Tennis</td>
<td>$8,433</td>
<td>$6,593</td>
</tr>
<tr>
<td>Wrestling</td>
<td>$8,433</td>
<td>$7,371</td>
</tr>
<tr>
<td>Badminton</td>
<td>$8,981</td>
<td>$5,476</td>
</tr>
<tr>
<td>Golf</td>
<td>$7,667</td>
<td>$5,476</td>
</tr>
</tbody>
</table>

† The Faculty unit does not represent these employees (Walk-On Assistant Coaches).
The stipend amounts are listed as a courtesy.

Coaching stipends will be paid in two or three or four level payments at regular monthly pay dates, and depending on the activity in question, the last level payment will occur at the end of the month during which the regular season concludes.
ii. **Athletic Coaching Stipend for Playoffs** *(all coaching assignments).* $548 per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.

iii **Athletic Director Stipend.** $1753 per intercollegiate sport offered at the college except if the college offers football, that counts for two stipends.

2. **Fall 2011 (effective July 1, 2011 ) Adjunct Schedules**
All term-length adjunct assignments will be paid following the 5/1/5/1 or 2 level payroll pattern for assignments in Fall/Winter/Spring/Summer. Substitute assignments will receive pay at the end of the payroll month(s) during which the assignment occurred.

a. **(DESK) Adjunct Schedule for Adjunct Credit Classroom Employees.**

Adjunct Schedules: DESK<sup>d</sup>

All rates indicated are for one standard hour of assigned credit teaching in Fall, Winter, Spring, or Summer. DESK is for credit teaching in Fall, Winter, Spring and Summer.

<table>
<thead>
<tr>
<th>Step</th>
<th>Temporary faculty without monthly rate assignments</th>
<th>Faculty having monthly rate District assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Column K</td>
<td>Column L</td>
</tr>
<tr>
<td>1</td>
<td>$1110.00&lt;sup&gt;*d&lt;/sup&gt;</td>
<td>$1383.80&lt;sup&gt;*&lt;/sup&gt;</td>
</tr>
<tr>
<td>2</td>
<td>1145.60&lt;sup&gt;*d&lt;/sup&gt;</td>
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</tr>
<tr>
<td>3</td>
<td>1182.20&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1220.00&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1259.00&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1299.40&lt;sup&gt;*d&lt;/sup&gt;</td>
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</tr>
<tr>
<td>7</td>
<td>1341.00&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1383.80&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1428.20&lt;sup&gt;*d&lt;/sup&gt;</td>
<td></td>
</tr>
</tbody>
</table>

<sup>d</sup>For posted doctoral degree add $35.20 per standard hour.

<sup>*</sup>Plus $259.60 per standard hour office hour differential for 10 minutes service per class hour.

<sup>+</sup>Plus $57.80 per standard hour equity differential for loads 12 – 18. The equity allocation from the State will, if continued, result in continued payment of an equity payment to temporary credit adjunct teachers in disciplines with full-time Standard Teaching Hours from 12 to 18 inclusive, as shown in Table A of Article 13, in Fall, Winter, Spring and Summer, and a doctoral bonus for adjunct faculty. The method of equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

<sup>f</sup>Plus $59.40 per standard hour equity differential for loads 12 – 15.
b. **(EESK) Adjunct Schedule for Part-Time Non-Classroom Employees**  
(Also for non-classroom replacement and substitute service)

**Adjunct Schedules: EESK**

All rates indicated are for one hour of assigned time. Column K has 3.2% between steps.

<table>
<thead>
<tr>
<th></th>
<th>Temporary faculty without monthly rate assignments</th>
<th>Faculty having monthly rate District assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>Column K</td>
<td>Column L/M</td>
</tr>
<tr>
<td>1</td>
<td>$52.39</td>
<td>$63.29</td>
</tr>
<tr>
<td>2</td>
<td>54.07</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>55.80</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>57.58</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>59.42</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>61.33</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>63.29</td>
<td></td>
</tr>
</tbody>
</table>

\(\text{d}^{\text{For posted doctoral degree add } \$.88 \text{ per hour of assigned time.}}\)

c. **(GESK) Adjunct Schedule for Credit Classroom Day to Day Substitute Service**

**Adjunct Schedules: GESK**

All rates indicated are for one hour of assigned time.

<table>
<thead>
<tr>
<th></th>
<th>Temporary faculty without monthly rate assignments</th>
<th>Faculty having monthly rate District assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>Column K</td>
<td>Column L/M</td>
</tr>
<tr>
<td>1</td>
<td>$60.12</td>
<td>$72.63</td>
</tr>
<tr>
<td>2</td>
<td>62.04</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>64.03</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>66.08</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>68.19</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>70.37</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>72.63</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>74.96</td>
<td></td>
</tr>
</tbody>
</table>
d. (FESK) Adjunct Schedule for Part-Time Non-Credit Classroom Employees

**Adjunct Schedules: FESK**

All rates indicated are for one standard hour of assigned non-credit teaching in Fall, Winter, Spring, or Summer. Column K has 3.2% between steps.

<table>
<thead>
<tr>
<th>Step</th>
<th>Column K</th>
<th>Column L/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1012.00</td>
<td>$1222.60</td>
</tr>
<tr>
<td>2</td>
<td>1044.40</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1077.80</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1112.20</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1147.80</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1184.60</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1222.60</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1261.60</td>
<td></td>
</tr>
</tbody>
</table>

*For posted doctoral degree add $21.20.*

e. (FESK-sub) Adjunct Schedule for Part-Time Non-Credit Substitute Service

**Adjunct Schedules: FESK-sub**

All rates indicated are for one hour of assigned time.

<table>
<thead>
<tr>
<th>Step</th>
<th>Column K</th>
<th>Column L/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$50.60</td>
<td>$61.13</td>
</tr>
<tr>
<td>2</td>
<td>52.22</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>53.89</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>55.61</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>57.39</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>59.23</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>61.13</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>63.08</td>
<td></td>
</tr>
</tbody>
</table>

f. An employee serving as an adjunct substitute instructor shall be paid at his/her regular adjunct step for such substitute assignment.
g. **Rating In: Step/Column Placement.** (Adjunct Faculty Without Monthly Rate Status)

Faculty members without monthly rate status in the District are placed on Step 1, Column K and may advance one step per year to steps 2 through 7, 8, or 9 (depending on which adjunct schedule they are on) in accordance with District step advancement rules. Faculty with substitute status only in adjunct positions do not earn step advance. Faculty without probationary or tenured faculty status and without permanent District status as an educational administrator remain on column K.

h. **Rating In: Step/Column Placement.** (Adjunct Faculty With Monthly Rate Status)

Monthly rate faculty members with probationary or tenured status are placed on column M. An employee with permanent District status as an educational administrator is placed on column M when assigned as an adjunct rate faculty member. An employee with permanent District status as a classified employee is placed on column L when assigned as an adjunct rate faculty member.

i. **Rating In Process for Adjunct Faculty:**

The District and the Union will form a task force before the end of 2008 to study other districts that have completed an adjunct rating-in process.

i. The task force will identify and recommend terms and conditions under which the District would adopt a rating-in process for adjunct faculty including a proposed time frame.

ii. The task force shall complete its work and release its findings and recommendations by June 2009.

B. **2012-13 FACULTY SALARY SCHEDULES AND RATES.** Refer to the District or AFT websites for these schedules when they are determined.

C. **2013-14 FACULTY SALARY SCHEDULES AND RATES.** Refer to the District or AFT websites for these schedules when they are determined.
Actual Employee Grievance Forms are available in the following places:

- AFT Faculty Guild Office
- AFT Grievance Representative Office at each college
- AFT Chapter President Office at each college
- AFT web site: www.aft1521.org
- Los Angeles Community College District Office, Human Resources Division
- Vice President of Academic Affairs office at each college
- LACCD web site: www.laccd.edu

1. Grievant (Full Name) ____________________________________________

2. Department _______________ Job Title _______________ Campus _________

3. Name(s) of Representative(s) ______________________________________

4. Clearly and concisely state your grievance, indicating the alleged misinterpretation, misapplication, or violation of a specific item of the Agreement or District rule of regulation. 
   (Attach additional sheets if necessary.)

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

6. State your reasons for appealing Step 1 Decision. (Attach additional sheets if necessary.)

_________________________________________  _______________________________________
Signature of Grievant                      Date
Actual evaluation forms and tools are available in the following places:

- AFT Faculty Guild Office
- AFT Chapter President Office at each college
- AFT web site: www.aft1521.org
- Los Angeles Community College District Office, Human Resources Division
- Vice President of Academic Affairs office at each college
- LACCD web site: www.laccd.edu

**TABLE OF CONTENTS**

**Section I**

- Suggested Evaluation Plan Time Table and Worksheet for Article 19 – Evaluation .................. 185-188
- Suggested Evaluation Plan Time Table and Worksheet for Article 42 – Tenure Review .................. 189-192

**Section II**

**Forms**

Basic and Comprehensive —

1. Evaluation Summary Form for All Faculty—Sections A, C and D ............... 193
2. Evaluation Summary Form for Classroom Faculty—Section B ............... 195
3. Evaluation Summary Form for Counselor—Section B ............... 196
4. Evaluation Summary Form for Librarian—Section B ............... 197
5. Evaluation Summary Form for ISA/Consulting Instructor—Section B ............... 198
6. Evaluation Summary Form for College Nurse—Section B ............... 199
7. Evaluation Summary Form for Disabilities Specialist/Instructor ............... 200
8. Evaluation Summary Form for Child Development Center Instructor ............... 201
9. Administrative Evaluation Form for Classroom Faculty ............... 202
10. Administrative Evaluation Form for Library Faculty ............... 205
11. Administrative Evaluation Form For Counseling Faculty ............... 208
12. Evaluation of Department Chair/CDC Director/Nursing Director ............... 211
13. Evaluation of Faculty EOPS or DSPS Director ............... 215
14. Student Evaluation of Instructor ............... 218
15. Student Evaluation of Online Instructor ............... 220
16. Student Evaluation of Counselor ............... 222
17. Student Evaluation of Librarian ............... 224
## Article 19—Evaluation

### Suggested Evaluation Plan, Time Table and Worksheet

**Comprehensive Evaluation of Tenured Faculty Member**

<table>
<thead>
<tr>
<th>Name of Evaluee:</th>
<th>Employee Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Process Start Date:</td>
<td>Tenured Faculty Member:</td>
</tr>
<tr>
<td>Department:</td>
<td>Evaluation Committee Chair:</td>
</tr>
</tbody>
</table>

### Task & Responsible Party

<table>
<thead>
<tr>
<th>STEP</th>
<th>FALL/SPRING TERM WEEK</th>
<th>START DATE</th>
<th>ACTION</th>
<th>TASK &amp; RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>First Day of semester</td>
<td>Begin Comprehensive Evaluation Process as per Article 19.</td>
<td>Faculty member evaluation cycle, request or chair request initiates comprehensive evaluation process</td>
</tr>
</tbody>
</table>
| 2    | 4                      | President’s designee appoints peer review committee (Art. 19.H.1) | Committee Composition:  
- Department chair or designee (tenured)-voting  
- Department designee (tenured)-voting  
- Faculty member’s designee (tenured)-voting  
- VP Designee non-voting | President Appoints Committee: |

- **Department Chair:** (Voting)
- **Department Designee:** (Voting)
- **Evaluee Designee:** (Voting)
- **Administrative Designee:** (Non-voting)
### Article 19—Evaluation (continued)

<table>
<thead>
<tr>
<th>Step</th>
<th>Fall/Spring Term Week</th>
<th>Start Date</th>
<th>Action</th>
<th>Task &amp; Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>5</td>
<td></td>
<td>Committee convenes to:</td>
<td>Committee Chair Elected: (name)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1. Elect a chair from tenured faculty reps. (Art. 19.H.2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Develop plan for evaluation process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Determine needed materials from faculty member, e.g.: syllabi, sample assignments, handouts, and exams.</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>4. Determine what data to be collected, such as student evaluations, classroom observations, etc.</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>5. Determine how and who will collect data.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>6. Agree on time line to conduct process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Material requested for Portfolio:</td>
<td></td>
</tr>
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<td>Data to be collected:</td>
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<td>Other data, if any (describe)</td>
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<td>Time Line/Tasks</td>
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</tr>
<tr>
<td>STEP</td>
<td>FALL/SPRING TERM WEEK</td>
<td>START DATE</td>
<td>ACTION</td>
<td>TASK &amp; RESPONSIBLE PARTY</td>
</tr>
<tr>
<td>------</td>
<td>----------------------</td>
<td>------------</td>
<td>--------</td>
<td>-------------------------</td>
</tr>
</tbody>
</table>
| 4    | 6                    |            | Committee meets with faculty member to review process as outlined in step 3. | Meeting with Evaluatee to review plan:
|      |                      |            |        | Date: ____________________________ |
|      |                      |            |        | Signed: _________________________ |
|      |                      |            |        | (Evaluatee)                   |
|      |                      |            |        | Signed: _________________________ |
|      |                      |            |        | (Committee chair)             |
| 5    | 6                    |            | Committee finalizes plan after review by faculty member. | Plan sent by committee chair to faculty member:
|      |                      |            |        | Date: ____________________________ |
| 6    | 7                    |            | Committee sends final plan to Vice President. | Plan sent by committee chair to Vice President:
|      |                      |            |        | Date: ____________________________ |
| 7    | 8                    |            | Data gathering commences. | Committee completes data gathering:
|      |                      |            |        | Date: ____________________________ |
| 8    | 12                   |            | Committee compiles all data and completes summary then shares it with the faculty member in a final evaluation committee meeting. The faculty member has 10 days to comment before all is forwarded to the vice president. | Committee shares summary with Evaluatee:
|      |                      |            |        | Date: ____________________________ |
|      |                      |            |        | Evaluatee signs review:
|      |                      |            |        | Date: (10 days max.)            |
| 9    | 14                   |            | Vice President reviews and signs off after comments and changes, if any, addressed by the committee. All evaluation materials filed with VP or designee. | Vice President
<p>|      |                      |            |        | Approval: ______________________ |
|      |                      |            |        | Date: _________________________ |</p>
<table>
<thead>
<tr>
<th>STEP</th>
<th>FALL/SPRING TERM WEEK</th>
<th>START DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>15</td>
<td></td>
<td>VP forwards completed evaluation to faculty member who may elect to add a written statement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Final Evaluation sent to Evaluee:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date: _________________________________________________________</td>
</tr>
<tr>
<td>11</td>
<td>16</td>
<td></td>
<td>VP adds completed evaluation to faculty member’s official personnel file (district office).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Final Evaluation sent to Evaluee’s personnel file:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date: _________________________________________________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>If Administrative Evaluation is needed it should commence no later than the 3rd week of the following semester, pending outcome of the process, be presented to Board of Trustees prior to March 15.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Further action:</td>
</tr>
<tr>
<td>12</td>
<td>Spring</td>
<td>Mar. 15</td>
<td>Board of Trustees action on faculty status for next year.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BOT action:</td>
</tr>
</tbody>
</table>
## Article 42—Tenure Review

### Suggested Evaluation Plan Time Table and Worksheet

<table>
<thead>
<tr>
<th>Name of Evaluee:</th>
<th>Employee Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Process Start Date:</td>
<td>Tenured Faculty Member:</td>
</tr>
<tr>
<td>Department:</td>
<td>Evaluation Committee Chair:</td>
</tr>
</tbody>
</table>

### Step 1

<table>
<thead>
<tr>
<th>Step</th>
<th>Fall Term Week</th>
<th>Start Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>First day of semester</td>
<td>New Probationary Contract Employee begins first full year of full time work (see Art. 42.C.1).</td>
</tr>
</tbody>
</table>

**Task & Responsible Party:**
- College selection process completed.

### Step 2

<table>
<thead>
<tr>
<th>Step</th>
<th>Fall Term Week</th>
<th>Start Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>4</td>
<td>Within 20 working days of start date (Art. 42.B.2) VP appoints tenure review committee.</td>
<td></td>
</tr>
</tbody>
</table>

**Committee Composition:**
- Department chair (tenured)-voting
- Department designee (tenured)-voting
- Contract faculty member’s designee (tenured)-voting
- Academic senate designee (tenured)-non-voting
- VP Designee non-voting

**Task & Responsible Party:**
- President Appoints Committee:
  - Department Chair: (Voting)
  - Department Designee: (Voting)
  - Evaluee Designee: (Voting)
  - Academic Senate Designee (tenured): (Non-voting)
  - Administrative Designee: (Non-voting)
## Article 42—Tenure Review (continued)

<table>
<thead>
<tr>
<th>STEP</th>
<th>FALL TERM WEEK</th>
<th>START DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Committee convenes to:

1. Elect a chair from tenured faculty reps. (Art. 42.B.5)

2. Develop plan for evaluation process.

3. Determine needed materials from contract faculty member, e.g.: syllabi, sample assignments, handouts, and exams.

4. Determine what data to be collected, such as student evaluations, classroom observations, etc.

5. Determine how and who will collect data.

6. Agree on time line to conduct process.

- Committee Chair Elected: (name)
- Plan developed—set dates.

Material requested for Portfolio:
- Self-evaluation
- Syllabi—all classes
- Sample assignments
- Sample handouts
- Sample exams
- Other items, if any (describe)

Data to be collected:
- Student evaluations (Required- Article 19.G.4)
- Classroom observations (Required- Article 42.C.6)
- Other data, if any (describe)

Time Line/Tasks
- Who will collect data:
- How will data be collected:
## Article 42—Tenure Review (continued)

<table>
<thead>
<tr>
<th>Step</th>
<th>Fall Term Week</th>
<th>Start Date</th>
<th>Action</th>
<th>Task &amp; Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>6</td>
<td></td>
<td>Committee meets with contract faculty member to review process as outlined in step 3.</td>
<td>Meeting with Evaluatee to review plan: Date: ________________________________ Signed: ________________________________ (Evaluatee) Signed: ________________________________ (Committee chair)</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td></td>
<td>Committee sends plan, reviewed by contract faculty member, to Vice President.</td>
<td>Plan sent by committee chair to Vice President: Date: ________________________________</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td></td>
<td>After Vice President approves plan and returns it to the committee, the evaluation continues.</td>
<td>Approved by Vice President: Date: ________________________________ Signed: ________________________________</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td></td>
<td>Data gathering commences.</td>
<td>Committee completes data gathering: Date: ________________________________</td>
</tr>
<tr>
<td>8</td>
<td>11</td>
<td></td>
<td>Committee compiles all data and completes summary then shares it with the contract faculty member in a final evaluation committee meeting. The faculty member has 10 days to comment before all is forwarded to the vice president.</td>
<td>Committee shares summary with Evaluatee: Date: ________________________________ Evaluatee signs review: Date: (10 days max.) ________________________________</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td></td>
<td>Vice President signs off and completes evaluation. Comments and changes, if any, addressed by the committee. Portfolio with all data established to be carried through all 4 prob. years.</td>
<td>Vice President Approval: ________________________________ Date: ________________________________</td>
</tr>
</tbody>
</table>
### Article 42—Tenure Review (continued)

<table>
<thead>
<tr>
<th>Step</th>
<th>Fall Term Week</th>
<th>Start Date</th>
<th>Action</th>
<th>Task &amp; Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>15</td>
<td></td>
<td>Completed evaluation forwarded to the contract faculty member who may elect to add a written statement within 10 days.</td>
<td>Final Evaluation sent to Evaluee: Date: _________________________________________________________</td>
</tr>
<tr>
<td>11</td>
<td>16</td>
<td></td>
<td>Process is complete and recommendation is made as to status of next probationary contract.</td>
<td>☐ Contract Offered: Year 2023-2024 ☐ Contract Not offered: Year 2023-2024</td>
</tr>
<tr>
<td></td>
<td>Winter/Spring</td>
<td>Feb. 1</td>
<td>If Administrative Evaluation is needed it should commence no later than the 3rd week of the following semester, pending outcome of the process, be presented to Board of Trustees prior to March 15.</td>
<td>Further action:</td>
</tr>
<tr>
<td>12</td>
<td>Spring</td>
<td>Mar. 15</td>
<td>Board of Trustees action on faculty contract status for next year.</td>
<td>BOT action:</td>
</tr>
</tbody>
</table>
**Basic And Comprehensive Evaluation Summary Form For All Faculty**

Name of Faculty Member: __________________________________________ Employee #: _________________

Discipline: _________________ Department: ________________________ College: ________________________

Evaluation Type:  
- [ ] Basic  
- [ ] Comprehensive

Status:  
- [ ] full time regular faculty  
- [ ] tenure track contract faculty  
  (SELECT:  
  - [ ] B-1  
  - [ ] B-2  
  - [ ] B-3  
  - [ ] YEAR:  
  - [ ] 3 or [ ] 4)  
- [ ] limited (including PACE) or long term substitute  
- [ ] adjunct faculty

### A. Professional Responsibilities

<table>
<thead>
<tr>
<th>Professionalism</th>
<th>Meets/Exceeds Expectations</th>
<th>Needs to Improve</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Keeps current in discipline.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>2. Interacts or communicates with peers.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>3. Accepts constructive criticism well.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>4. Maintains adequate and appropriate records.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>5. Submits grades and/or other required information on time.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>6. Attends required meetings.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>7. Is regularly available to students.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>8. Fulfills professional development responsibilities.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Sources: (state sources of data)

<table>
<thead>
<tr>
<th>Professional Contribution</th>
<th>Meets/Exceeds Expectations</th>
<th>Needs to Improve</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. (For all Faculty): Participates in the Student Learning Outcomes Assessment Cycle (for classroom faculty, includes approved SLO’s on class syllabi.)</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>10. (For Full-Time Faculty Only): Makes appropriate contribution to the college by serving effectively on committee, projects, special assignments, etc.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>11. (For Full-Time Faculty Only): Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>12. (For all Faculty): Develops and disseminates course syllabi consistent with appropriate Board Rules.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Sources: (state sources of data)

**B. Attach appropriate form for Section B. Complete Sections C and D.**
BASIC AND COMPREHENSIVE EVALUATION SUMMARY FORM FOR ALL FACULTY (continued)

C. Overall Evaluation: □ Meets/Exceeds Expectations □ Needs to improve □ Unsatisfactory

D. Recommendations: Insert comments in text box or attach a separate piece of paper.

(Select signature section below based on the type of evaluation completed.)

Comprehensive Evaluation or Tenure Review — Peer Review Committee
Signatures Required as per Articles 19 and 42

<table>
<thead>
<tr>
<th>Committee Chair: Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. Rep.: Print Name</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Selected Rep.: Print Name</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Admin. Rep.: Print Name</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Senate Rep.: Print Name</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

(Tenure Review Committee Only)

Basic Evaluation for full-time or adjunct faculty—
Evaluator Signature (Department Chair or Designee) Required

| Print Name | Signature | Date |

Evallee Signature Required for Basic and Comprehensive Evaluations
I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this evaluation will be attached to the copy, which is filed there.

| Print Name | Signature | Date |

If your Basic Evaluation is “less than satisfactory” you may be entitled to request a comprehensive evaluation as per Article 19.

Accepted by Appropriate Vice President

| Print Name | Signature | Date |
B. Knowledge, Skill and Ability as a Classroom Instructor

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Establishes a student-instructor relationship conducive to learning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Communicates ideas clearly and effectively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Stimulates students' interest and desire to learn</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Promotes active involvement of students in learning activities</td>
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<td></td>
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<tr>
<td>5. Assesses students progress regularly</td>
<td></td>
<td></td>
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<tr>
<td>6. Uses class time efficiently</td>
<td></td>
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</tr>
<tr>
<td>7. Demonstrates sensitivity in working with students with diverse backgrounds and needs</td>
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<td></td>
</tr>
<tr>
<td>8. Meets classes at appointed hour for scheduled duration</td>
<td></td>
<td></td>
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<tr>
<td>9. Ensures that course content is current and appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Teaches course content that is appropriate to the official course outline of record congruent with standards set by the discipline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Uses materials that are accurate and that are pertinent to the subject matter and course outline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Maintains an appropriate pace during each class session and over the duration of the academic term</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Has appropriate command of the subject matter to be able to respond to student needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Evaluates student achievement according to stated course grading criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Provides a positive learning environment for all student populations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
# B. Knowledge, Skill and Ability as a Counselor

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrates knowledge of counseling processes</td>
<td>☐</td>
</tr>
<tr>
<td>2.</td>
<td>Demonstrates knowledge of current trends in counseling</td>
<td>☐</td>
</tr>
<tr>
<td>3.</td>
<td>Demonstrates knowledge in counseling resources</td>
<td>☐</td>
</tr>
<tr>
<td>4.</td>
<td>Demonstrates knowledge of policies and requirements affecting students</td>
<td>☐</td>
</tr>
<tr>
<td>5.</td>
<td>Communicates clearly and effectively with students</td>
<td>☐</td>
</tr>
<tr>
<td>6.</td>
<td>Actively listens to students</td>
<td>☐</td>
</tr>
<tr>
<td>7.</td>
<td>Fulfills professional obligations and delivers scheduled services to students and works cooperatively as a member of the counseling team.</td>
<td>☐</td>
</tr>
<tr>
<td>8.</td>
<td>Respects students as individuals</td>
<td>☐</td>
</tr>
<tr>
<td>9.</td>
<td>Maintains student confidentiality</td>
<td>☐</td>
</tr>
<tr>
<td>10.</td>
<td>Fosters an environment of trust and sensitivity</td>
<td>☐</td>
</tr>
<tr>
<td>11.</td>
<td>Gives students an opportunity for follow up</td>
<td>☐</td>
</tr>
<tr>
<td>12.</td>
<td>Accepts constructive criticism</td>
<td>☐</td>
</tr>
<tr>
<td>13.</td>
<td>Adheres to a publicized schedule of work and office hours</td>
<td>☐</td>
</tr>
<tr>
<td>14.</td>
<td>Is on time for scheduled appointments and for “drop in”</td>
<td>☐</td>
</tr>
<tr>
<td>15.</td>
<td>Submits required records and reports in timely manner</td>
<td>☐</td>
</tr>
<tr>
<td>16.</td>
<td>Functions as an effective counselor with a minimum of supervision</td>
<td>☐</td>
</tr>
<tr>
<td>17.</td>
<td>Actively contributes to college community and fulfills committee responsibility</td>
<td>☐</td>
</tr>
<tr>
<td>18.</td>
<td>Communicates clearly and effectively with peers</td>
<td>☐</td>
</tr>
<tr>
<td>19.</td>
<td>Seeks solutions to students concerns with faculty and administration</td>
<td>☐</td>
</tr>
<tr>
<td>20.</td>
<td>Continually works to improve professional effectiveness</td>
<td>☐</td>
</tr>
<tr>
<td>21.</td>
<td>Participates in professional growth activities</td>
<td>☐</td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
### B. Knowledge, Skill and Ability as a Librarian

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrates knowledge of library science and service</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Demonstrates knowledge of current trends and technology in library science</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Demonstrates knowledge of research methods and resources</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Assists members of the college community in reaching reference and research objectives</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Communicates clearly and effectively</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Creates and maintains an environment conducive to learning</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Demonstrates knowledge of resources and opportunities available to special needs students</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Demonstrates ability to work with students one to one and in groups</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Actively consults with librarians, and other departments to provide students with up-to-date information about changes and new programs</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Effectively plans and implements department programs and services</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Facilitates self-reliance in library usage</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Maintains work schedule</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Maintains required records and submits reports in a timely manner</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Functions effectively with a minimum of supervision</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Demonstrates sensitivity in working with students, faculty, and staff with diverse backgrounds and needs</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Demonstrates ability to work with colleagues within the library including the department chair</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Accepts constructive criticism</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Uses good judgment.</td>
<td></td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
B. Knowledge, Skill and Ability as an ISA/Consulting Instructor

<table>
<thead>
<tr>
<th>Task</th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrates depth and breadth of knowledge relevant to the position</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Achieves desired results relating to goals and objectives</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Effectively plans and implements appropriate programs and services</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Develops relevant new programs and courses</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Effectively promotes the program and helps recruit the students</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Maintains accurate records and submits reports in a timely manner</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7. Maintains working relationships with all constituencies</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8. Accepts constructive criticism</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9. Continually works to improve professional effectiveness</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10. Actively contributes to the college community and shares in faculty responsibility</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11. Effectively and appropriately responds to challenges requiring immediate attention</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12. Acts decisively and takes responsibility for outcomes</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>13. Achieves measurable program success</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>14. Participates in professional growth activities</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>15. Provides leadership and organizational support for faculty, staff, and students in the program</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>16. Reviews the curriculum and plans a balanced program to meet current and future needs</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>17. Uses good judgment</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
B. Knowledge, Skill and Ability as a College Nurse

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrates a current knowledge of college and community health care</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Demonstrates current knowledge of health care, services, and resources including but not limited to a. Current CPR/AED/First Aid card  b. Phlebotomy techniques  c. Vaccine administration  d. TB testing  e. Handling of pathogens</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Contributes to solutions of Health Services related problems</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Assists individuals in defining their problems</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Adheres to the principle of confidentiality</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Practices appropriate referral of clients to another agency or specialist for assistance</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Provides a non-judgmental environment</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Respects students as individuals</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Demonstrates competency in dealing with emotional needs/crises of clients</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Maintains a regular work schedule</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Maintains scheduled office hours</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Communicates clearly and effectively with clients</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Communicates clearly and effectively with faculty, staff, and administration</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Accepts constructive criticism well</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Continually works to improve professional effectiveness</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Plans and implements an ongoing health education program</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Submits required records and reports in a timely manner</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Documents charts through completed SOAP notes</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Functions as an effective nurse with a minimum of supervision</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Actively contributes to college community and fulfills committee and other institutional obligations</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Participates in professional growth activities</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Conforms to District and college policies affecting the delivery of health services</td>
<td></td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
Name of Faculty Member: ________________________________________________

### B. Knowledge, Skill and Ability as a Disabilities Specialist/Instructor

<table>
<thead>
<tr>
<th></th>
<th>1. Demonstrates knowledge of discipline</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Demonstrates knowledge of current trends, laws, and regulations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Maintains regular work schedule and office hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Is on time for appointments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Is available to confer with students</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Provides needed services to eligible students</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Fosters an environment of trust and sensitivity</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. Maintains student confidentiality</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Fulfills professional obligations and delivers scheduled services to students</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10. Communicates clearly and effectively</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11. Establishes a student-teacher relationship conducive to learning</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12. Seeks resolutions to student concerns with faculty and administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13. Maintains required records and submits reports in a timely manner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>14. Effectively plans and implements department programs and services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15. Promotes active involvement of student’s learning activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>16. Functions effectively with a minimum of supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>17. Demonstrates sensitivity in working with students, faculty, and staff of diverse backgrounds and needs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
### B. Knowledge, Skill and Ability as a Child Development Center Instructor

<table>
<thead>
<tr>
<th>Task</th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrates ability to design and implement a broadly based curriculum</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Assesses individual developmental level of each child</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Creates and maintains an environment conducive to growth and development for children</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Interacts with children in a positive manner</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Demonstrates knowledge of a wide variety of teaching methods</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Helps children develop social skills, better communication, and relationships</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7. Remains calm in startling or difficult situations</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8. Assists children in gaining self-esteem</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9. Shows tact, compression and empathy for children and families</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10. Is tolerant and considerate of differences in children and in adults</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11. Utilizes conflict resolution skills</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12. Maintains ongoing records of children’s progress</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>13. Communicates effectively in parent conferences</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>14. Communicates effectively with peers</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>15. Supervises and evaluates practicum students</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>16. Provides direction and training of student workers</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>17. Works effectively as a member of a developmental team with children, parents, students, and staff members</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>18. Attends and actively participates in staff meetings</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>19. Participates in professional growth activities</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).
### Administrative Evaluation Form for Classroom Faculty

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Employee Number</th>
<th>Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Name</th>
<th>Date of Evaluation</th>
<th>Date of Conference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheet(s) if needed

1. **Knowledge of Subject Area:**
   This category addresses the instructor’s subject matter knowledge as evidenced in his or her classroom presentations. It includes knowledge of current trends in the field and the ability to teach the course as presented in the college’s official course outline.

   **Rating:**
   - Meets/Exceeds Expectations
   - Need to Improve
   - Unsatisfactory
   - No Basis for Judgment

   Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

   Goals and time line for improvement:

2. **Effectiveness:**
   This category includes retaining students, keeping student confidences, demonstrating respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity, and motivating students to learn. It also includes contributing to faculty committees and interacting effectively with peers.

   **Rating:**
   - Meets/Exceeds Expectations
   - Need to Improve
   - Unsatisfactory
   - No Basis for Judgment

   Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

   Goals and time line for improvement:
3. **Performance of Responsibilities:**

This category includes issues such as providing students with a written syllabus that includes grading standards and course expectations, evaluating students according to the stated criteria. It also includes the instructor’s ability to meet class for the full-designated time, submit required grades and rosters on time, and maintain office hours.

**Rating:**
- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

**Goals and time line for improvement:**

4. **Participation in Professional Growth Activities:**

This category includes a demonstration of the instructor’s willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

**Rating:**
- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

**Goals and time line for improvement:**
5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of *Unsatisfactory* or *Needs to Improve*.

**Rating**

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory

**Summary:**

---

I recommend this employee:

- ☐ be continued in service
- ☐ be continued in service contingent upon needed improvements as noted.
  - ☑ Date for follow-up Administrative Evaluation: __________________________
- ☐ not be continued in service

Dean signature: __________________________ Date: __________________________

Vice President or designee: __________________________ Date: __________________________

President Signature: __________________________ Date: __________________________

---

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty signature: __________________________ Date: __________________________

Witness signature: __________________________ Date: __________________________
# Administrative Evaluation Form for Library Faculty

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Employee Number</th>
<th>Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Name</th>
<th>Date of Evaluation</th>
<th>Date of Conference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Attach additional sheet(s) if needed*

## 1. Knowledge of Subject Area:

This category addresses the librarian’s knowledge of library service, research methods, and resources. It includes knowledge of current trends in the field of librarianship, and the ability to assist members of the college community in reaching research objectives.

**Rating:**

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

## 2. Effectiveness:

This category includes communicating clearly and effectively with students, maintaining student confidentiality, demonstrating respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity, and motivating students to learn. It also includes contributing to faculty committees and interacting effectively with peers.

**Rating:**

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:
### 3. Performance of Responsibilities:

This category includes issues such as demonstrating the ability to work cooperatively with colleagues and staff within the department, functioning effectively with a minimum of supervision, planning and implementing department programs and services, adhering to established work hours, accepting constructive criticism, and submitting required records and reports in a timely manner.

**Rating:**
- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

### 4. Participation in Professional Growth Activities:

This category includes a demonstration of the librarian’s willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

**Rating:**
- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:
5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of Unsatisfactory or Needs to Improve.

Rating
- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory

Summary:

I recommend this employee:
- be continued in service
- be continued in service contingent upon needed improvements as noted.
  - Date for follow-up Administrative Evaluation: __________________________
- not be continued in service

Dean signature: _____________________________________________ Date: __________________________

Vice President or designee: ______________________________________ Date: __________________________

President Signature: ___________________________________________ Date: __________________________

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty signature: _____________________________________________ Date: __________________________

Witness signature: _____________________________________________ Date: __________________________
# Administrative Evaluation Form for Counseling Faculty

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Employee Number</th>
<th>Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Name</th>
<th>Date of Evaluation</th>
<th>Date of Conference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheet(s) if needed

## 1. **Knowledge of Subject Area**:

This category addresses the counselor’s knowledge of the counseling process. It includes knowledge of current trends in the field of counseling, policies and requirements affecting students, and current counseling resources.

**Rating:**
- ☐ Meets/Exceeds Expectations
- ☐ Need to Improve
- ☐ Unsatisfactory
- ☐ No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

## 2. **Effectiveness**:

This category includes communicating clearly and effectively with students, maintaining student confidentiality, demonstrating respect for students in general, setting an atmosphere of trust and sensitivity, and motivating students to persevere, while providing tools for student success. It also includes contributing to faculty committees and interacting effectively with peers.

**Rating:**
- ☐ Meets/Exceeds Expectations
- ☐ Need to Improve
- ☐ Unsatisfactory
- ☐ No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:
3. **Performance of Responsibilities:**

   This category includes issues such as demonstrating the ability to work cooperatively with colleagues and staff within the department, adhering to established work hours, accepting constructive criticism, and submitting required records and reports in a timely manner.

   **Rating:**
   - Meets/Exceeds Expectations
   - Need to Improve
   - Unsatisfactory
   - No Basis for Judgment

   Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

   Goals and time line for improvement:

4. **Participation in Professional Growth Activities:**

   This category includes a demonstration of the counselor's willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

   **Rating:**
   - Meets/Exceeds Expectations
   - Need to Improve
   - Unsatisfactory
   - No Basis for Judgment

   Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

   Goals and time line for improvement:
5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of Un satisfactory or Need to Improve.

Rating

☐ Meets/Exceeds Expectations
☐ Need to Improve
☐ Unsatisfactory

Summary:

I recommend this employee:

☐ be continued in service
☐ be continued in service contingent upon needed improvements as noted.
☐ Date for follow-up Administrative Evaluation:
☐ not be continued in service

Dean signature: ___________________________ Date: ___________________________

Vice President or designee: ___________________________ Date: ___________________________

President Signature: ___________________________ Date: ___________________________

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty signature: ___________________________ Date: ___________________________

Witness signature: ___________________________ Date: ___________________________
Evaluation of Department Chair/CDC Director/Nursing Director

Name of Chair/Director: ___________________ Assignment/Department: ___________________

Article 17, Section C defines the reassigned time granted so that the Department Chair is able to fulfill responsibilities assigned by the appropriate administrator and conduct departmental business whether or not the Chair is entitled to receive reassigned time. A Department Chair's responsibilities are described in full in Article 17, section D. In particular, section D.4 states: At the beginning of each academic year, each Department Chair shall, in consultation with his or her departmental colleagues and the appropriate Vice President or his or her designee, establish annual goals for the Department. Any evaluation of a Department Chair under Article 19 shall review both the Chair's fulfillment of the responsibilities of the Department Chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

Article 19 Section D defines the process for the Evaluation of Department Chairs as follows:

D. Evaluation of Department Chairs

1. During a faculty member's service as a department chair, his or her performance of the department chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as department chair and at least once every other academic year thereafter.

2. The evaluation of a department chair shall be conducted by the appropriate vice president or designee in the following manner:
   a. The appropriate vice president or designee shall solicit information about the department chair's performance of his or her duties and responsibilities as chair. The Evaluation of Department Chair/CDC Director/Nursing Director Form found in Appendix C shall be distributed to the faculty and staff in the evaluee's department as well as any others the vice president or designee believes should have relevant information about the evaluee's performance as Department Chair. Faculty shall have ten (10) working days to return the forms to the appropriate vice president or designee.
   b. The vice president or designee shall record the evaluation results on the Department Chair/CDC Director/Nursing Director Form (see Appendix C).
   c. The department chair may submit written comments on the evaluation within ten (10) working days, which will be appended to the evaluation.

3. The evaluation of a department chair is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

Steps to completing the Department Chair evaluation process:

- Schedule a time to meet with your supervisor during your second semester of service as Department Chair and at least once every other academic year thereafter.

Provide your supervisor with:

- A copy of your department's annual goals statement from the previous year and attach an update about the status of each goal.
- A copy of the proposed annual goals statement for the next year.
- Any suggested data sources to assist with the evaluation categories as stated in sections A and B of this form.
### A. Professional Qualities

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professionalism</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Interacts or communicates with peers</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Accepts constructive criticism well</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Maintains adequate and appropriate records</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Submits required information on time</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Attends required meetings</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Is regularly available to students</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Professional Contributions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

As provided for in Article 19.D.2.a, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):

Narrative assessment:

Areas where performance exceeds expectations or where improved performance is needed:
### B. Knowledge, Skill, and Ability as a Department Chair/Director CDC/Nursing Director

<table>
<thead>
<tr>
<th></th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Demonstrates understanding of budget matters including preparing budgets and monitoring expenses</td>
<td>□</td>
</tr>
<tr>
<td>10.</td>
<td>Demonstrates knowledge of district, college, and contractual requirements in scheduling, staffing, revising programs, and developing new programs and courses as appropriate</td>
<td>□</td>
</tr>
<tr>
<td>11.</td>
<td>Consults with administration and with other departments as needed</td>
<td>□</td>
</tr>
<tr>
<td>12.</td>
<td>Recruits, hires, evaluates, and assigns faculty, classified workers, and student workers effectively</td>
<td>□</td>
</tr>
<tr>
<td>13.</td>
<td>Communicates clearly, concisely, and effectively</td>
<td>□</td>
</tr>
<tr>
<td>14.</td>
<td>Is available to students who enroll in the department’s courses and is responsive to their concerns</td>
<td>□</td>
</tr>
<tr>
<td>15.</td>
<td>Involves faculty members in department decisions</td>
<td>□</td>
</tr>
<tr>
<td>16.</td>
<td>Maintains professional standards</td>
<td>□</td>
</tr>
<tr>
<td>17.</td>
<td>Is regularly available on campus</td>
<td>□</td>
</tr>
<tr>
<td>18.</td>
<td>Maintains required department records and submits department paperwork in a timely manner</td>
<td>□</td>
</tr>
<tr>
<td>19.</td>
<td>Functions effectively with a minimum of supervision</td>
<td>□</td>
</tr>
<tr>
<td>20.</td>
<td>Demonstrates sensitivity in working with students, faculty, and staff with diverse backgrounds and needs</td>
<td>□</td>
</tr>
</tbody>
</table>

As provided for in Article 19.D.2.a, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):

Narrative assessment:

Areas where performance exceeds expectations or where improved performance is needed:
## Evaluation of Department Chair/CDC Director/Nursing Director (continued)

### C. Overall Evaluation

- [ ] Meets/Exceeds Expectations
- [ ] Needs to improve
- [ ] Unsatisfactory

### D. Commendations/Recommendations (may attach additional sheet)

<table>
<thead>
<tr>
<th>Appropriate Vice President or Designee</th>
<th>Date</th>
</tr>
</thead>
</table>

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<table>
<thead>
<tr>
<th>Faculty Member</th>
<th>Date</th>
</tr>
</thead>
</table>
## Evaluation of Faculty EOPS or DSPS Director

### A. PROFESSIONAL QUALITIES

<table>
<thead>
<tr>
<th>Professionalism</th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Interacts or communicates with peers</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td>2. Accepts constructive criticism well</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td>3. Maintains adequate and appropriate records</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td>4. Submits required information on time</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td>5. Attends required meetings</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td>6. Is regularly available to students</td>
<td>❑</td>
<td>❑</td>
</tr>
</tbody>
</table>

### Professional Contributions

7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities

8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.

As provided for in Article 19.D.2.a, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):

Narrative assessment:

Areas where performance exceeds expectations or where improved performance is needed:
<table>
<thead>
<tr>
<th></th>
<th>Knowledge, Skill, and Ability as Faculty EOPS or DSPS Director</th>
<th>Meets / Exceeds Expectations</th>
<th>Needs Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Demonstrates knowledge of area of responsibility including current trends, laws and regulations as related to the program and the position.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10.</td>
<td>Understands the requirements, services, and recruitment needs of the student population and program vitality.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11.</td>
<td>Communicates clearly and effectively.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12.</td>
<td>Provides needed services to eligible students.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>13.</td>
<td>Understands budget matters relevant to the position that include preparing, budgets monitoring expenses and communicating budget concerns in a timely manner.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>14.</td>
<td>Demonstrates sensitivity in working with and meeting the needs of a diverse student population and campus community.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>15.</td>
<td>Is available to students in the program and is responsive to their concerns in a timely manner.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>16.</td>
<td>Maintains regular work schedule and office hours.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>17.</td>
<td>Recruits, hires, evaluates, and assigns faculty, classified staff, and student workers effectively.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>18.</td>
<td>Involves relevant faculty members in program decisions.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>19.</td>
<td>Maintains accurate records and submits reports in a timely manner.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>20.</td>
<td>Effectively plans and implements programs and services.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>21.</td>
<td>Effectively promotes the program and helps recruit students from diverse backgrounds.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>22.</td>
<td>Provides leadership and organizational support for faculty, staff, and students in the program.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>23.</td>
<td>Achieves measurable program success.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>24.</td>
<td>Effectively and appropriately responds to challenges requiring immediate attention.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>25.</td>
<td>Acts decisively and takes responsibility for outcomes.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>26.</td>
<td>Develops and maintains working relationships with all constituencies.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>27.</td>
<td>Maintains professional standards.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>28.</td>
<td>Consults with administration and any other departments when needed concerning program issues.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>29.</td>
<td>Participates in professional growth activities.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>30.</td>
<td>Makes appropriate contributions to the department and to the college while keeping the implementation of the program as the top priority.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>31.</td>
<td>Accepts constructive criticism.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
### Overall Evaluation

- [ ] Meets/Exceeds Expectations
- [ ] Needs to improve
- [ ] Unsatisfactory

### Commendations/Recommendations (may attach additional sheet)

Appropriate Vice President or Designee ___________________________  Date

_I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there._

Faculty Member ___________________________  Date
Student Evaluation of Classroom Instructor
Los Angeles Community College District

Instructions
- The instructor must leave the classroom for the duration of the survey.
- A student from the class is to pass out and collect each survey.
- Once the surveys are completed, they are to be sealed, signed across the seal, and returned to the department of the instructor being surveyed by the student.
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

Part A- Overall Rating of Instructor

How would you rate the instructor’s overall teaching ability?

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Fair</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Good</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Poor</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Very Poor</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
</tbody>
</table>

Part B- General Questions

1. The instructor clearly defined the course requirements.

2. A syllabus, which clearly outlined the course objectives and grading criteria, was distributed by the second class meeting.

3. The instructor is well prepared and organized.

4. The instruction relates to the course objectives.

5. I now feel able to communicate course material to others.

6. The class meets for the specified amount of time.

7. The instructor regularly grades/evaluates or provides feedback on my performance.

8. The instructor is available during posted office hours.

9. The instructor interacts with students in ways that are free of discrimination.

10. I would recommend this instructor to others.

11. The instructor motivates me and encourages my interest in the subject.

12. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.

13. The instructor is knowledgeable in the subject area.

14. The instructor points out where the course material is relevant to daily life.

15. The instructor treats students with respect.

16. The instructor maintains good class control.

Continued on Back
**Part C - Additional Questions**  
(added by the department for all departmental evaluations)

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>18.</td>
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<tr>
<td>19.</td>
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<tr>
<td>20.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Part D - Communication to the Instructor**

Use the space below for written comments:
## Student Evaluation of Online Instructor

*Los Angeles Community College District*

### Part A - Overall Rating of Instructor

**How would you rate the instructor’s overall teaching ability?**

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Fair</th>
<th>Good</th>
<th>Poor</th>
<th>Very Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part B - General Questions

1. The instructor clearly defined the course requirements and posted them on the web.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

2. A syllabus, which clearly outlined the course objectives and grading criteria, and was posted on the web by the first week of the term.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

3. The instructor’s web site is well prepared and organized.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

4. The online instruction related to the course objectives.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

5. I now feel able to communicate course material to others.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

6. The instructor regularly informs me of my grades and provides feedback on my performance.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

7. The instructor responds to email in a timely manner.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

8. The instructor interacts with students in ways that are free of discrimination.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

9. I would recommend this instructor to others.
   - Strongly Agree
   - Agree
   - Disagree
   - Strongly Disagree
   - Don’t Know/Not Applicable

10. The instructor motivates me and encourages my interest in the subject.
    - Strongly Agree
    - Agree
    - Disagree
    - Strongly Disagree
    - Don’t Know/Not Applicable

11. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.
    - Strongly Agree
    - Agree
    - Disagree
    - Strongly Disagree
    - Don’t Know/Not Applicable

12. The instructor is knowledgeable in the subject area.
    - Strongly Agree
    - Agree
    - Disagree
    - Strongly Disagree
    - Don’t Know/Not Applicable

13. The instructor points out where the course material is relevant to daily life.
    - Strongly Agree
    - Agree
    - Disagree
    - Strongly Disagree
    - Don’t Know/Not Applicable

14. The instructor treats students with respect.
    - Strongly Agree
    - Agree
    - Disagree
    - Strongly Disagree
    - Don’t Know/Not Applicable

Continued on Back
### Student Evaluation of Online Instructor (continued)

**Part C- Additional Questions**  
(added by the department for all departmental evaluations)

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>16.</td>
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<tr>
<td>17.</td>
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<td>18.</td>
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</tbody>
</table>

**Part D- Communication to the Instructor**

Use the space below for written comments:
Student Evaluation of Counselor
Los Angeles Community College District

<table>
<thead>
<tr>
<th>College</th>
<th>Counselor</th>
<th>Term/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
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<tr>
<td>East</td>
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<td>Harbor</td>
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<td>Mission</td>
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<tr>
<td>Pierce</td>
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<tr>
<td>Southwest</td>
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<tr>
<td>Trade Tech</td>
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<tr>
<td>Valley</td>
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<td>West</td>
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<tr>
<td>ITV</td>
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</tbody>
</table>

Instructions
- The counselor must leave the room for the duration of the survey.
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

Part A - Overall Rating of Counselor

How would you rate the counselor’s overall counseling ability?

---

Part B - General Questions

1. I felt comfortable with the counselor.

2. The counselor was helpful to me in seeking solutions to my problems.

3. The counselor was clear about my options and suggested ways to get additional information, if needed.

4. The counselor provided me with clear and concise information regarding transfer requirements to colleges and universities.

5. The counselor provided me with clear and concise information regarding entrance and graduation requirements for career and certification requirements.

6. I was given clear and concise information regarding my class selection and educational plan.

7. The counselor was clear and concise regarding services available to me in the Student Services Division.

8. The counselor was available to assist me at convenient times.

9. The counselor kept his/her appointment with me.

10. I felt the counselor would keep personal matters confidential.

11. I would see the counselor again and recommend him/her to others.

Continued on Back
### Part C- Additional Questions
(added by the department for all departmental evaluations)

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
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<td>15.</td>
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</table>

### Part D- Communication to the Counselor

Use the space below for written comments:
# Student Evaluation of Librarian

*Los Angeles Community College District*

<table>
<thead>
<tr>
<th>College</th>
<th>Librarian</th>
<th>Term/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Southwest</td>
<td></td>
</tr>
<tr>
<td>East</td>
<td>Trade Tech</td>
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<tr>
<td>Harbor</td>
<td>Valley</td>
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<td>Mission</td>
<td>West</td>
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<tr>
<td>Pierce</td>
<td>ITV</td>
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</tr>
</tbody>
</table>

**Instructions**
- Place completed evaluation in a box for surveys at the Circulation Desk.
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

## Part A- Overall Rating of Librarian

How would you rate the librarian’s overall ability?

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Fair</th>
<th>Good</th>
<th>Poor</th>
<th>Very Poor</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>

## Part B- General Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The librarian treated me with respect.</td>
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<td>2. The librarian showed a genuine interest in assisting me.</td>
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<td>3. The librarian made me feel comfortable in seeking assistance.</td>
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<td>4. The librarian understood my request and had an understanding of what I wanted.</td>
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<td>5. The librarian helped me find the information I needed.</td>
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<td>6. The librarian was knowledgeable regarding appropriate information resources.</td>
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<td>7. The librarian taught me how to find the library’s materials and resources.</td>
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<td>8. The librarian assisted me so that I could work independently.</td>
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<td>9. The librarian’s explanation was communicated clearly and understandably to me.</td>
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<td>10. If needed, the librarian referred me to other libraries or sources of information.</td>
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<td>11. The librarian took enough time to help me.</td>
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<td>12. The librarian interacted with me in a way that was free of discrimination.</td>
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<tr>
<td>13. I would want this librarian to assist me again and would recommend him/her to other students.</td>
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Continued on Back
### Part C - Additional Questions
(added by the department for all departmental evaluations)

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don’t Know/Not Applicable</th>
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</thead>
<tbody>
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### Part D - Communication to the Librarian

Use the space below for written comments:
APPENDIX D
DEFINITIONS

10 month employee — See C Basis.

12 month Employee — See D Basis.

Academic Year — For tenure purposes, the first day of the Fall Semester to the last day of the subsequent Spring semester, excluding winter intersession. Although the college operates year-round from July 1 to June 30, no tenure rights extend to the summer and winter intersessions.

Adjunct — Any employee paid from an adjunct salary schedule.

Adjunct Employee — See Adjunct.

Adjunct Faculty Member — See Adjunct.

Adjunct Rate — The pay rates indicated on the adjunct salary schedules.

Adjunct Representative — An adjunct in a department, who holds seniority in the department and does not have a contract or regular position in the district, and who was elected for a one year term the week after census of each spring semester by other similar adjuncts in the department to participate fully in department affairs.

A.F.T. College Guild — See Los Angeles College Faculty Guild.

Ancillary Activity — A wide range of professional duties and tasks associated with a full time faculty members’ total work obligation. Adjunct faculty may perform similar duties and tasks beyond the scope of their primary adjunct assignment without impacting applicable limited eligibility requirements.

Ancillary Pay — Pay received for performing approved ancillary activities.

Ancillary Service — Service performing ancillary activities.

Annual Load — The number of standard teaching hours or standard workload hours considered to be full-time for one year (two semesters). Also, a plan whereby the standard hours may be served in a combination of semesters and intersessions, rather than exclusively in fall and spring. See also Standard Annual Load and Non-Standard Annual Load.

Appointed Vice Chair — A department Vice Chair appointed by and serving at the pleasure of the chair, but receiving no reassigned time.

Assignment — Duties, hours, and/or courses assigned to a given faculty member by the District.

B Basis — 10.85 months with dates to be determined yearly. Applies to some non-classroom faculty and classified positions. Employees are eligible for illness benefits and receive pay for holidays. B basis faculty employees do not earn vacation. Classified employees earn vacation and receive pay for holidays.

Board — Los Angeles Community College District Board of Trustees.
Board Rules — Any rule adopted by the Board.

Bridge Course — Course used as a pre-requisite to PACE courses but which is not a PACE course.

C Basis — 10 months beginning with the opening day of the Fall semester and ending with the closing day of the Spring semester. Applies to faculty and classified positions. Benefits are the same as for “B” basis above.

CalSTRS — See STRS.

Campus — Any one of the nine Los Angeles Community Colleges and its constituent parts.

Campus Bargaining Agent Representative — See Los Angeles College Faculty Guild.

Carnegie Unit — A unit of credit representing how much time a typical student is expected to devote to learning per week of study, and the minimum is one unit for three hours of student work per week in the traditional 18 week calendar. Classes offered during a compressed calendar are managed to conform to Carnegie Unit requirements.

CB Plan — STRS Cash Balance retirement plan for adjuncts.

Chancellor — The chief executive officer of the District.

Chapter President — The AFT Chapter President at each campus plus one emeritus chapter president.

CI — Consulting Instructor.

College — See Campus.

College District — See District.

College President — The chief administrative officer of a college.

Contract Employee — An employee of a district who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605, 87608(b) or 87608.5(b). (Also referred to as a probationary employee.)

Contract Education — Services that must be performed by faculty members and that are provided by the District for remuneration under a contract to provide educational services to a business or other agency. There are two kinds of contract instruction: contract instruction that is supported in part by state apportionment; and contract instruction that is supported entirely by the remuneration specified in the contract with the business or other agency receiving the services.

D Basis — 240 payroll days, between July 1 and June 30. Applies to 12-month faculty positions on the preparation salary schedule. Employees are eligible for illness benefits, and receive pay for holidays. Employees do not earn vacation. Employees must take a sufficient number of non-duty days, as directed by their college president or vice chancellor, to ensure that not more than 240 days of pay are received. To determine whether 20, 21 or 22 non-duty days are required to result in 240 paid days in the fiscal year, first determine whether the fiscal year contains February 29. If it does not, then if July 1 falls on a Saturday or Sunday, there are 20 non-duty days; if it does not fall on a Saturday or Sunday, there are 21 non-duty days. If the fiscal year does contain February 29, then if both July 1 and July 2 fall on Saturday or Sunday, there are 20 non-duty days; if one of them falls on Saturday or Sunday but the other does not, there are 21 non-duty days; and if both of them fall on days other than Saturday or Sunday, there are 22 non-duty days.
## APPENDIX D

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th># Calendar Days</th>
<th># Calendar Weekdays</th>
<th># D Basis Non-Duty Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>365</td>
<td>261</td>
<td>21</td>
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<td>2016-17</td>
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<td>21</td>
</tr>
<tr>
<td>2017-18</td>
<td>365</td>
<td>260</td>
<td>20</td>
</tr>
</tbody>
</table>

**DB Plan** — STRS Defined Benefit Retirement Plan.

**DBS** — STRS Defined Benefit Supplemental Retirement Plan.

**D/DL** — Distance/Distributive Learning.

**Dean** — An educational administrator normally reporting to a Vice President and normally responsible for supervision of one or more units of the college.

**Department** — An instructional or service unit composed of faculty members assigned to one or more disciplines or service areas, who share common academic or professional interests, concerns or objectives.

**Department Chairperson** — A department member selected by the department to represent the department to the administration and the administration to the department.

**Designated Vice Chair** — A department Vice Chair selected by the department (mandatory in departments with more than 34 FTEP), receiving reassigned time.

**Discipline** — A body of knowledge taught by persons with certification qualifications; also referred to as a subject matter field.

**District** — The Los Angeles Community College District and/or any of its constituent parts.

**Division Head** — A management employee assigned the administrative responsibility for a division in the District Office.

**Employee** — Any member of the bargaining unit.

**Employer** — See Board.

**ESS** — Employee Self Service.

**Exclusive Representative** — See Los Angeles College Faculty Guild.

**Facility** — For purposes of this Agreement, facility shall mean any campus physical resource, site, building or other structure utilized for instructional purposes or otherwise used by faculty in the performance of their jobs or as part of their daily life on campus; any other physical resource, site, building or other structure that directly affects the satisfactory environment of the above.
Faculty — See Employee.

Flex Day — Professional Development Day.

Flexible Spending Account — (See IRC 125 account).

Fractional Assignment — A monthly rate assignment less than full-time. Service, service credit for retirement, and pay shall be proportional to the fraction the assignment bears to a full-time assignment in the class.

FTEF — Full Time Equivalent Faculty.

FTEP — Full Time Equivalent Personnel.

Guild — See Los Angeles Faculty College Guild.

Holiday — a day, other than Saturday or Sunday, on which colleges will be closed for business as provided by law or authorized by the Board of Trustees.

Hourly Rate — See Adjunct.

IRC 125 Account — A Medical and dependent-care tax-deferred “flexible spending” account for full-time employees; a medical premium only tax-deferred plan for eligible adjunct employees.

ISA — Instructor Special Assignment.

ITV — Instructional Television.

JLMBC — Joint Labor/Management Benefits Committee.

Level Pay — A payroll method which divides the hours of pay for a course evenly across the pay periods associated with the semester or intersession. See also Pay by Course.

Load — See Standard Teaching Load or Standard Work Load.

Load Banking — A plan in which pay for faculty service for an assignment normally paid adjunct or in an intersession (or working non-duty days and/or vacation and/or comp. time for non-classroom faculty) a is deferred and tracked to result in a later “load credit leave” with reduced or zero service.

Los Angeles College Faculty Guild, Local 1521, AFL/CIO — The employee organization certified as the Exclusive Representative of the employees in the Faculty Unit.

Los Angeles Community College District — See District.

M Basis — 12 calendar months, or portions thereof, from July 1 to June 30. Restricted to certificated employees in specially funded programs. Employees are eligible for illness pay, receive pay for holidays but not for faculty vacation periods unless specifically included in the contract for the particular program. Vacation is earned at the rate of .05 hour for each hour for which pay is received up to a limit of 27 days accumulated vacation; no vacation is earned when the total exceeds 27 days.

Monthly Rate — Any employee paid from the preparation salary schedule.

MOU — Memorandum of Understanding.
Noncredit Classes — college classes (continuing education) taught by faculty (unit members) which earn apportionment (at a reduced rate) for the District. Students do not earn credit for these classes but are enrolled through the class schedule system.

Non-Standard Annual Load — The faculty member’s annual load obligation will be fulfilled with a combination of assignments (including overload/underload) in any term, fall, winter, spring or summer. See also Annual Load and Standard Annual Load.

Not For Credit Classes — activities arranged by the District which are not college instruction under the Ed Code and Title 5. They do not earn apportionment from the State and are not taught by unit members (or if taught by such persons, it is not in their role as faculty and it does not count toward the 60% limit). These classes are not part of the class schedule system. Compensation to the instructor may be by personal services contract or employment as an unclassified employee.

Outreach Location — Off campus location for Outreach classes, usually at high school campuses.


PAL day — “Personal Annual Leave” day.

PARS — Public Agency Retirement System.

Parties — The parties to this Agreement...the Los Angeles Community College District Board of Trustees and the Los Angeles College Faculty Guild.

Pay by Class — See Pay by Course.

Pay by Course — The total pay for a course or session, equal to 20 times the standard hours times the rate of pay per standard hour. Also, the method of payment of this total pay as agreed by the parties.

Part-Time — Any employee paid from an adjunct salary schedule.

Permanent Employee — See Regular Employee.

Premium Only Plan — An IRC 125 tax deferred plan for eligible adjuncts to buy into district medical plans.

President — Chief administrative officer of a College.

Probationary Employee — See Contract Employee.

Proportional Basis — A multiple assignment in which a faculty member has a fractional assignment within one basis and an additional fractional assignment within another basis, the sum of which is generally full-time. The service, service credit for retirement, and salary for each assignment shall be proportional to the ratio that the assignment bears to a full-time assignment in that class.

Reassigned Time — Under District rules, time for a faculty member paid by the District during which the faculty member is not required to provide the services ordinarily associated with the faculty member’s assignment, but during which the faculty member is expected to provide other specific services to the District, which may include, but are not limited to, some of the activities of the Academic Senate, shared governance and/or accreditation; services to the AFT are specifically excluded.
Regular Employee — An employee of a District who is employed in accordance with the provisions of Education Code Section 87608(c), 87608.5(c), or 87609(a). (Also referred to as a Permanent Employee.)

Regular Session — A Fall Semester or Spring Semester.

Released Time — Under the provisions of Article 8 or otherwise, time for a faculty member paid by the District during which the faculty member is not required to provide services to the District, but during which the faculty member is expected to provide services to the AFT including, but not limited to, facilitating the AFT’s processing of grievances and the implementation of the Agreement.

SLF — Standard Load Factor.

SLO — Student Learning Outcomes.

SLOAC — Student Learning Outcomes Assessment Cycle.

Standard Annual Load — The faculty member's annual load obligation will be fulfilled during the fall and spring semesters.

Standard Hour — The number of hours per week a class would meet in a traditional Fall or Spring semester, or the number of non-classroom work hours per week in a traditional Fall or Spring semester.

Standard Load Factor — A number representing the ratio of the Standard Hours for a course by the appropriate teaching load of the faculty member; e.g. 3/15 = .2.

Standard Teaching Load — The number of standard teaching hours considered to be a full load for one semester.

Standard Work Load — The number of standard work hours considered to be a full load for one semester.

STRS — State Teachers' Retirement System.

Temporary Employee — A faculty member who is not a Regular or Contract Employee.

Tenured — See Regular Employee.

TSA — Tax Sheltered Annuity.

Union — See Los Angeles College Faculty Guild.

Vacation Day — a day on which colleges will be open but no classes will be held, and faculty need not be present on campus.

VDT — Video Display Terminal.

Vice Chancellor — A management employee assigned the administrative responsibility for certain divisions in the District Office. In the context of this agreement, approval by the College President or Vice Chancellor means that the College President provides approval for faculty employed at a college and the Vice Chancellor provides approval for faculty employed in a division of the District Office.
**Vice President** — An educational administrator reporting to the college president and responsible for one of the major subdivisions of the college, e.g., academic affairs, student services, administrative services.

**WEC** — Work Environment Committee.

**Workblock** — One of twelve divisions of a workweek for classroom faculty (Art. 13.D.2).

**Z Basis** — Faculty assignments which are short term in nature (less than a semester) such as during intersession (but not the intersession assignments as described in Art 15).
### A. Classroom Faculty:

<table>
<thead>
<tr>
<th>TOP Discipline</th>
<th>Code</th>
<th>Top Code</th>
<th>Seniority List</th>
<th>City</th>
<th>East</th>
<th>Harbor</th>
<th>Mission</th>
<th>Pierce</th>
<th>Southwest</th>
<th>Trade Tech</th>
<th>Valley</th>
<th>West</th>
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</thead>
<tbody>
<tr>
<td><strong>01 Agriculture and Natural Resources</strong></td>
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<td>0102.12 Registered Veterinary Technology (Advanced)</td>
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**09 Engineering and Industrial Technologies**

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4930.90  Citizenship (Non-Credit)  E  M  V
4930.90  ESL Civics  C
4932.00  Cooperative Education  C  P  S  T  V

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### 10 Fine and Applied Arts

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## 13 Family and Consumer Studies

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<td>1302.00</td>
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## 15 Humanities/Letters

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<td>Fire Technology</td>
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### 49 Interdisciplinary Studies

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1. **Definitions.** A VDT user shall be defined as a faculty member working ten (10) or more hours per week on campus at a VDT on tasks related to his/her assignment.

2. **Ergonomics** - the design of a safe and healthful work environment. The purchase or lease of VDTs and associated equipment and its installation, use and maintenance shall conform to the following ergonomic guidelines:

   a. **Lighting**
      
      i. The VDT work station shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.

      ii. Whenever possible, the work area shall be painted with a low-reflective color.

      iii. The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.

   b. **Glare**
      
      i. The luminance of VDT characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.

      ii. If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the VDT.

   c. **Keyboard and Screen**
      
      i. The keyboard shall be adjustable and detachable.

      ii. The screen shall be adjustable horizontally and vertically to fit the operator’s plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.

      iii. The screen shall be adjustable for brightness and contrast.

      iv. The minimum dot matrix composition for screen characters shall be 5 x 7 pixels.

   d. **Printer**
      
      i. Excessive printer noise (defined as an average of 65 db or above measured over the six or seven hour work day), at the regular work station of the two (2) employees nearest the source, shall be reduced by a combination of distance and/or noise reducing techniques, such as noise reducing cover or shield, carpeting, and sound absorbing ceilings and walls. Nevertheless, printers that produce 80 db or more shall be in a separate room.
e. Chair and Desk

i. The chair shall be adjustable for seat height, backrest height and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with casters. Chairs with optional armrests shall be provided at the request of the employee. Chair seat, backrest, and armrests shall be made of moisture absorbing material.

ii. Either by way of adjustable work surface (i.e. computer table, desk top, etc.) or appropriate accessory, the screen and keyboard must be able to be situated at different levels.

iii. There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.

iv. The leg space under the table shall be free from obstructions.

v. A glare-inhibiting matte desk surface is desirable.

vi. Footrests and wristrests shall be available.

f. Maintenance and Monitoring

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

ii. As necessary, each VDT shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced.

iii. If an employee discovers a problem with a VDT or accessory he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner.

iv. Maintenance records for VDT’s and associated equipment shall be maintained by the supervisor or manager responsible for the equipment. These records shall be available at reasonable notice to the user working on a particular piece of equipment and to the AFT for all equipment.

v. Indoor temperature in the workplace shall be maintained at not less than approximately 65 degrees Fahrenheit. Adequate ventilation shall be provided.

3. Work Breaks. Every user shall be required to take a fifteen minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Users shall not be required to operate VDT equipment fifteen minutes before the end of the work day.
4. **Eye examinations.** Users required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for VDT usage shall have the cost of such lenses and basic (least expensive) frames borne by the District for the initial prescription and each time the prescription changes (frames to be replaced when they are no longer serviceable). If a user is required by an optometrist or ophthalmologist to have an eye examination more frequently than once a year, the cost of the additional examination(s) shall be borne by the District. Lenses and frames not required exclusively for VDT use shall be paid for by the user who may utilize the benefits available from the District’s hospital/medical and/or vision care insurance plans.

5. **Pregnancy and Disability.** Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.

   a. At their request, pregnant employees shall be reassigned from their duties involving VDTs, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. If the employee does not return immediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.

   b. Disabled employees shall be reassigned from VDT duties or shall be moved from the vicinity of VDTs, or shall remain in their position and shall be relieved of VDT duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving VDTs or to return to a work space in the vicinity of VDTs, an employee shall be assigned to a position in his/her classification without loss of pay or benefits.

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

   The District and the AFT shall sponsor workshops regarding the safe and healthful use of VDTs and associated equipment semiannually.

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

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

   b. All employees shall be provided training by the District in new office technology that they are required to use and operate. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.
7. **New Technology and Job Security.** No employee shall be laid off or demoted as a consequence of the introduction of microelectronic technology (hardware or software); employees shall be required to participate in training on such technology as directed by the District to obtain or maintain an acceptable level of proficiency in the new technology. To the extent possible, affected employees shall be involved in the selection and implementation of technological changes.

8. **Implementations.**

   a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this Appendix.

   b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Appendix.

   c. Priority shall be given to upgrading the equipment and work environment of VDT users as defined to conform to the guidelines contained in this Appendix. Replacement equipment shall be provided to VDT users according to the approximate number of hours the user works at a VDT, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Appendix as it becomes necessary to replace such equipment; the work environment shall be improved as necessary.

   d. VDTs and associated equipment and/or accessories which do not presently meet the guidelines in this Appendix shall be brought up to the guideline standards within one (1) year from the date of this Agreement.

   e. Notwithstanding the implementation guidelines contained in this Appendix, whenever VDT equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, they shall be replaced immediately with equipment which meets the standards contained in this Appendix. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.

9. Any disputes arising out of the implementation of this Appendix shall be resolved by the AFT and the District in a good faith effort to reach agreement.
<table>
<thead>
<tr>
<th>Code</th>
<th>Position Description</th>
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<td>0551</td>
<td>Director, Child Development Center</td>
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<td>0552</td>
<td>Vice Director, Child Development Center</td>
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<tr>
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<td>0711-0782</td>
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<td>Non-Credit Teacher, Adjunct*</td>
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<td>Walk-On Head Athletic Coach Stipend</td>
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<tr>
<td>8141</td>
<td>Walk-on Assistant Athletic Coach Stipend (not represented)</td>
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</table>

**KEY**

- **SFP:** Specially Funded Program
- **Sub:** Substitute
- **LSC:** Learning Skills Center
- **:** Paid at the Non-Credit Teaching Rate
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 Insurance Section, Business Services 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:
      viii. Driver’s licenses or passports showing the date of birth;
          OR
      ix. 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:

   x. Driver’s licenses or passports showing the sex and date of birth;

   OR

   xi. 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 Article 27IA, 2 or IIIIC, 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.*

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.

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

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.
I, ______________________________________ declare that _______________________________________.

(print) name of employee/soc.security number          (print) name of domestic partner/soc.security number

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 each 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’s 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 Insurance 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 Insurance Section of any changes resulting in the partnership no longer meeting the criteria herein or in Appendix I of the Agreement, within the time limit provided, may bring a civil action against either or both of us to recover their losses, including reasonable attorney’s fees.

2. We have been provided the information in this Affidavit for use by the LACCD Health Insurance Section for the sole purpose of determining our eligibility for domestic partner health benefits.

3. We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

_________________________________________       ________________________________
Employee Signature                                      Date

_____________________________________________________
Employee Address

_________________________________________       ________________________________
Domestic Partner Signature                              Date

_____________________________________________________
Domestic Partner Address

_____________________________________________________
Signature of Notary Public

_____________________________________________________
Commission Expires: ________________________________
I, ___________________________________________________________ declare, under penalty of perjury, (print) name of employee/soc.security number that the Affidavit of Domestic Partnership attested to and signed by me on _______________________________________________________ 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: ________________________________
I. Division/Department__________________________ Project Supervisor__________________________

Initiator__________________________ Phone ______________ E-mail ______________

**Project Description** (attach statement)

1. Describe the project/task and why it is important to the college.
2. State the rationale for hiring an adjunct instructor to perform these ancillary duties. For department projects, include the FT/PT ratio.
3. State the necessary knowledge, skills and abilities of a successful adjunct applicant for this assignment.
4. State the hours needed to complete the project and the anticipated completion date.

☐ Approved
Make assignment and begin work.

☐ Denied
Rationale for denial:

☐ Approved
Make assignment and begin work.

☐ Denied
Rationale for denial:

College President ____________________________
AFT Chapter President ____________________________

**Summary of work completed (attach work products):**

---

**Ancillary Assignment Completion Sign Off:**

Project Supervisor ____________________________
College President ____________________________
AFT Chapter President ____________________________
**APPENDIX K**

**LOAD BANKING FORM**

Application for Load Banking and Credit Leave

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<th>Instructor Name:</th>
<th>Employee #:</th>
<th>Discipline:</th>
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<tr>
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<tr>
<td>Chair Approval:</td>
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<td>Dean Approval:</td>
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<tr>
<td>Vice President of Academic Affairs Approval:</td>
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**Load Banking Plan – Courses to be Banked:**

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<th>Semester/Session Date for Banking</th>
<th>Course Name and Number</th>
<th>Number of Units/ Hours for Banking</th>
<th>Banking Completed (date)</th>
<th>Comment (attach additional sheets)</th>
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</table>

**Total Load Bank Credits to be earned:** ____________

**From:** ____________  **To:** ____________

**Semester Year**  **Semester Year**

**Will this Load Credit Leave be combined with a Sabbatical Leave:**

- [ ] Yes
- [ ] No

**Will this be a half time or full-time Load Credit Leave:**

- [ ] half
- [ ] full

**Additional Hours of Load Credit Earned to be eligible:** ____________

**Date this Application for Load Banking Credit expires:** ____________

---

1. The request must be submitted to the faculty member's department chair (with a copy to the Vice President) in writing at least four months before the start of the Academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.

2. An instructor may only bank assignments that are beyond his/her standard assignment. Credits are banked in lieu of pay. During any term, no less than 1 standard hour nor more than the maximum listed in the table in Art. 39D may be banked.

3. The maximum amount of Load Credit that may be accumulated is equal to the number of hours of load credit needed to permit the faculty member to receive a full-time Load Credit Leave for one academic term.

4. The Vice President in consultation with the program or department chairperson will determine if the approval of the request will seriously impair the operation of the faculty member's program or department. If so, a delay in approving the leave may be made for up to one year.

5. A faculty member's request for Load Credit will include a leave (half-time or full-time) of one hour of load credit for each hour per week of leave plus an additional number of load credits as defined in Article 39, F.3.

6. As per Article 39, F.3.

7. Each hour of load credit earned under Article 39 shall expire if it is not used to receive a reduced assignment or load credit within seven years following the end of the academic term during which it was earned.
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<td>1984-04</td>
<td>Art. 13</td>
<td>Load 15 Classes in Physical Education</td>
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<td>Art. 13</td>
<td>Day-to-day Substitute Service</td>
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<td>1992-02</td>
<td>Art. 13</td>
<td>Interpretation of EC 87482.5</td>
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<td>Art. 13</td>
<td>Meaning of “Consecutive Years”</td>
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<td>Art. 16</td>
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<td>Pay by Class Process Agreement</td>
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<td>Pay Equity for Part-time Instructors</td>
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<td>Appendix A</td>
<td>Definition/ Meaning of “Accreditation”</td>
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<td>Art. 17</td>
<td>Calculation of FTEP and Chair Reassigned Time</td>
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<td>Contract Interpretation On Evaluation Of Adjuncts By Vice-Chairs</td>
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<td>State Part-time Equity Differential</td>
</tr>
<tr>
<td>2009-03</td>
<td>Art. 17, 45</td>
<td>Memorandum of Understanding Nursing Vice Chair/Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Director of Reassigned Time</td>
</tr>
<tr>
<td>2009-04</td>
<td>Art. 19, 43</td>
<td>Contract Interpretation: Clarification of the Meaning of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“Participates in the Student Learning Outcomes Assessment Cycle”</td>
</tr>
<tr>
<td>2009-05</td>
<td>Art. 13</td>
<td>New Discipline Loads</td>
</tr>
<tr>
<td>2009-07</td>
<td>Art. 40</td>
<td>Adding Online Students</td>
</tr>
</tbody>
</table>
Question: If two courses are offered in the same classroom at the same time by the same instructor, are they counted as one class for purposes of class size or are they counted as two classes?

Answer: They are counted as one class for purposes of class size, (for instance, if Office Administration 31 and Business 31 are a combined class taught in the same classroom at the same time by the same instructor, the combined class size constitutes the size of one class, despite the fact that the classes may have separate ticket numbers.)

(If Spanish 5 and Spanish 6 are taught at the same time and if the same classroom by the same instructor, the combined class size constitutes the size of one class, despite the fact that the classes may have separate ticket numbers.)

Consultation can occur only as follows:

1. **Campus Matters:** Consultation must be between the AFT chapter chairperson or his/her designated representative (designation must be in writing) and the College president or his/her designee (designation must be in writing) prior to any action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment relating exclusively to that campus.

2. **District Matters:** Consultation must be between the AFT President or executive secretary and Mr. William W. Spaeter or his designee (designation must be in writing) prior to any action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment.

If there is any doubt that a consultation shall take place concerning any item, it would be appropriate to consult.

A good faith effort to reach agreement during consultation means a meeting(s) of the parties as indicated above with an exchange of ideas, views and/or information. After all evidence and materials have been reviewed and given reasonable consideration, the final decision shall rest with the Board or its representative.
### 1984-04 Art. 13 — Load 15 Classes in Physical Education

Article 13, Assignment and Load, Table A, indicates Physical Education to be a 15-hour load and Physical Education Activity to be a 20-hour load. The parties agree that the following Physical Education classes shall be counted as Physical Education (15):

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>701</td>
<td>Advanced Lifesaving</td>
</tr>
<tr>
<td>702</td>
<td>Water Safety Instruction</td>
</tr>
<tr>
<td>710</td>
<td>Officiating Competitive Sports I</td>
</tr>
<tr>
<td>711</td>
<td>Officiating Competitive Sports II</td>
</tr>
<tr>
<td>712</td>
<td>Introduction to Physical Education</td>
</tr>
<tr>
<td>713</td>
<td>Introduction to Coaching Athletics</td>
</tr>
<tr>
<td>714</td>
<td>Coaching Team Sports</td>
</tr>
<tr>
<td>715</td>
<td>Coaching Individual Sports</td>
</tr>
<tr>
<td>716</td>
<td>Games and Rhythms/Elementary School I</td>
</tr>
<tr>
<td>717</td>
<td>Fundamentals of Athletic Training</td>
</tr>
<tr>
<td>719</td>
<td>Advanced Athletic Training</td>
</tr>
<tr>
<td>801</td>
<td>Modern Dance I</td>
</tr>
<tr>
<td>802</td>
<td>Modern Dance II</td>
</tr>
<tr>
<td>803</td>
<td>Modern Dance III</td>
</tr>
<tr>
<td>804</td>
<td>Modern Dance IV</td>
</tr>
<tr>
<td>805</td>
<td>Ballet I</td>
</tr>
<tr>
<td>806</td>
<td>Ballet II</td>
</tr>
<tr>
<td>807</td>
<td>Ballet III</td>
</tr>
<tr>
<td>808</td>
<td>Ballet IV</td>
</tr>
<tr>
<td>810</td>
<td>Folk Dance</td>
</tr>
<tr>
<td>813</td>
<td>Music Analysis and Modern Dance</td>
</tr>
<tr>
<td>814</td>
<td>Dance Production</td>
</tr>
<tr>
<td>817</td>
<td>Concepts of Human Movement</td>
</tr>
<tr>
<td>818</td>
<td>Fundamental Rhythms</td>
</tr>
<tr>
<td>819</td>
<td>Dance Choreography</td>
</tr>
</tbody>
</table>

### 1992-01 Art. 13 — Day-to-day Substitute Service

1. Employment on a day-to-day substitute basis, against a continuous absence and/or non-continuous absence pattern of a particular instructor for a particular cause of absence, is limited to a period of 20 working days for the substitute instructor (Education Code Section 87480). During this absence event, the count of days toward the 20-day maximum continues to increase for each day the substitute actually works, without being reset to zero due to weekends, holidays, or days of absence of the substitute. Should the absent instructor return to service from the continuous absence, or terminate his/her absence pattern, and later be absent again, the new absence shall be considered a new event, and the count of days shall start again from zero, with respect to this 20 day rule.

2. Service as a day-to-day substitute within the 20-day limit shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections. Should substitute service occur beyond the limits of 20 days described in 1. above, then the first 20 days shall be regarded and compensated as day-to-day substitute service under Education Code Section 87480 and such service shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections. Service beyond the 20-day limit shall be reassigned and paid in a class other than day-to-day substitute. Substitute service against monthly-rate absence shall be converted to monthly-rate temporary (long-term-sub) service, full-time or fractional according to the workload. Substitute service against adjunct absence shall be converted to ordinary adjunct service.

**Justification:** to clarify the operation of the “20-day rule” for day-to-day substitutes so as not to unnecessarily restrict their opportunity to serve as replacements for absent instructors.
1992-02 Art. 13 — Interpretation of EC 87482.5

When all regularly funded certificated teaching assignments of an employee, when averaged and totaled over a semester, do not exceed 60 percent of a full time assignment, as compared to that of a full time instructor for the semester, such assignment shall be construed as authorized by Education Code Section 87482.5.

Service authorized by Education Code Section 87482.5 shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections.

Justification: to clarify the implementation for other cases of an arbitrator’s decision, in which, after careful analysis of applicable sections of the Education Code and relevant case law, it was decided that the average over the semester was properly to be used in deciding whether 60 percent of a full-time load had or had not been exceeded.

1992-03 Art. 13 — Meaning of “Consecutive Years”

The phrase “more than two semesters or three quarters within any period of three consecutive years” found in Education Code Section 87482 (b) shall be interpreted as meaning “more than two semesters or three quarters within any period of three consecutive academic years.”

Justification: to change a prior interpretation which is now agreed by the parties to be incorrect. In the Code, “year” and “school year” are used interchangeably, in particular in EC 87482(a). Clearly the intent is not to consider “year” to mean “calendar year.” The prior interpretation was to track temporary faculty so as not only to not allow service exceeding 60% of full-time within three semesters within three consecutive academic years, but also not to allow such service within three semesters within three consecutive calendar years. The latter exclusion is now not necessary.


Time absent from an assignment, due to paid or unpaid leave or unauthorized absence, shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular or contract employee of the District.

Justification: to clarify that absence time will not be counted toward the 60% rule, nor toward service leading to tenure. A temporary faculty member with active assignments exceeding 60% but who is absent sufficiently that actual service does not exceed 60% will not have that semester counted as exceeding 60%. Also a contract faculty member who due to absence does not provide service for at least 75% of the academic year will not advance to the next contract year, and will have the opportunity to reach the required 75% in the following year.
1992-07 Art. 16 — “Peralta” hourly instructors

A “Peralta” permanent hourly-rate instructor earns hourly-rate seniority credit in the manner provided in the agreement, and is placed on the hourly-rate seniority list as thereby provided. The Peralta permanency intervenes to prevent loss of the assignment under Article 16.D.1 (the Peralta permanent instructor is considered a “monthly rate employee” with respect to Article 16.D.1), if by following the provisions of hourly-rate seniority the instructor would lose the assignment. A “Peralta” permanent hourly-rate instructor may not decline the covered hourly-rate assignment without losing that permanent status. Such a person who needs to be absent from that assignment should instead accept the assignment and apply for leave of absence against the position; for an approved leave, the permanent status is not affected.

Education Code Section 87467 provides that any person who retires is dismissed from all assignments effective at the end of that school year.

A person with “Peralta” permanency in an hourly-rate assignment loses that permanent status under the automatic dismissal provided for by EC 87467.

A “Peralta” hourly instructor who is dismissed from that assignment under the provisions of EC 87467, due to a retirement under a retirement program not pursuant to the hourly assignment, may be hired as an hourly instructor after retirement with no loss of hourly seniority. A “Peralta” hourly instructor who retires under the provisions of a retirement program which is pursuant to an hourly assignment loses all hourly seniority upon that retirement, but may berehired after retirement with loss of any previous seniority.

**Justification:** to clarify the status of Peralta hourly employees, and the effect of retirement upon Peralta status and hourly seniority for such employees.

1992-08 Art. 13 — Payment for Partial Overload

If as provided in Article 13.D.3, an instructor elects to be paid at hourly rate for that portion of a class which causes an overload beyond the standard teaching hours provided in Table A, and agreement is reached to pay for such partial overload, such payment shall be exempt from the provisions of Article 13.C regarding the maximum of 60% of a full assignment. Such exemptions should be rare and made (1) at the campus level, (2) on a case-by-case basis, and (3) with the approval of the college president and the Guild.

**Justification:** to clarify the agreed interpretation regarding when contract overload payments may be made and their exemption from the 60% rule for hourly assignments.
1993-01 Art. 13, 35 — Order of Employment

Pursuant to Education Code Sections 87413, 87414, and 87415, the order of employment by lots of employees with identical seniority dates shall be determined by assignment of a six-digit random number to such employees, with a random number of lesser value conferring a prior order of employment as compared to a random number of greater value for an employee with the same seniority date. Such a random number shall be determined for all probationary and permanent employees who do not already have such a number assigned, as needed, as follows:

The District shall employ an independent auditing firm to certify the process and the results therefrom.

The parties shall meet for the purpose of determining random numbers to be assigned, or may conduct the determination at any consultation or negotiation session of the parties, as needed and mutually agreed to by the parties; the auditing firm may have a representative in attendance at its discretion.

A printout of employees shall be prepared by the Division of Human Resources of those probationary and permanent employees who at that time do not have a random number assigned; the printout shall list name, employee number and seniority date, and shall be sorted by seniority date. The number of employees on the list shall be counted.

A random number generating program with program code agreed to by the parties (copy of program attached), shall be used. A value of the random number seed, acceptable to both parties, shall be entered into the program. The number of random numbers needed, equal to the number of employees on the list, shall be entered into the program. The program shall print out the required list of random numbers, which shall be assigned to the employees on the employee list, in the order provided on both lists. The random number lists shall be affixed to the employee lists, aligning random numbers to employee numbers; the parties shall initial each page, and photocopies shall be made for both parties and the auditing firm. If any duplicate random numbers are detected for employees with the same seniority date, new numbers shall be generated for all employees who have that seniority date and who have duplicate random numbers.

The random numbers determined in 4. above for employees in 3. above shall be entered into the personnel database by staff in the Division of Human Resources; a letter shall be sent to each employee assigned a random number of the fact that they have been assigned a random number, and the value of that number.

Justification: to clarify the method of assigning random numbers to contract and regular faculty, as required under the Education Code, for use in breaking a tie when two or more such faculty have the same seniority date.
1998-01 Art. 12 — Cancellation of PACE Classes

The provision in Article 12.F permitting cancellation of a class with 14 or fewer enrollment during the first two weeks of the semester is understood, in the case of PACE program blocks of classes, to apply to the entire block rather than individual classes. The enrollment figure which shall be used is the average enrollment in the classes in the block and either all classes shall remain uncanceled or all may be canceled depending on the value of the average enrollment.

**Justification:** to clarify the conditions for cancellation, due to insufficient enrollment, of classes within a PACE block, which are planned and offered in a group rather than as single classes.

2002-04 Art. 13 — PACE Assignments

Article 13.A.10 shall be interpreted, for summer PACE assignments, as granting a contract or regular faculty member regularly assigned to a PACE program at a college with a summer PACE program the right of first refusal for a summer PACE assignment for which the person qualifies at that college, provided such a person has not been granted approval of eligibility for reassignment outside the PACE program by the College President or designee. Where more than one such is qualified, priority under Article 15 shall be used. Summer PACE assignments remaining unstaffed after being offered to such persons are to be staffed through a selection process.

**Justification:** to clarify the appropriate method of staffing assignments in summer PACE at colleges where contract or regular faculty are restricted to the PACE program.

2002-07 Art. 13 — Pay by Class Process Agreement

To improve the accuracy and timeliness of the District’s current payroll system, and as an initial step towards realizing longer term objectives regarding modernization of the District’s processes, procedures and administrative systems, the Los Angeles Community College District (District) and the Los Angeles College Faculty Guild, Local 1521(AFT) agree that the District shall implement the recommendation described in the attached Recommendation Summary regarding Pay Basis Simplification--Pay By Class. That recommendation calls for the District to: adopt a “shifted C” pay basis for all faculty (eliminating the T and V pay bases); calculate pay using Standard Curriculum Hours for courses rather than actual meeting time; and issue pay to faculty in equal installments.

These changes shall become effective for assignments for the fall semester, 2002.

The AFT shall cooperate with the District’s effort to implement the Pay Basis Simplification “Pay By Class” recommendation, and render appropriate assistance when asked to do so.
2002-08 Art. 16, 29, 43 — Pay Equity for Part-time Instructors

In implementing the provisions of Attachment A, “Pay Equity,” attached to the MOU of December 6, 2001, dealing with implementation of pro-rata pay for part-time faculty, the payment for Fall and Spring semesters for adjunct faculty teaching in disciplines with full-time Standard Teaching Hours Per Semester, as shown in Table A of Article 13, from 12 to 18 inclusive shall, beginning with Spring 2003, be extended to include Winter and Summer intersessions, and be made with a differential added to the salary schedule, rather than a manual lump sum bonus payment. The amount to be paid as a differential, including statutory benefits, will be computed periodically based on data drawn from active assignments and information on the load associated with the assignments, in view of the amounts available each term from the fiscal year's equity allocation from the State, less amounts reserved as agreed for doctoral differential payments, normalization of the adjunct non-classroom schedule, and marginal cost of pay by course for intersessions.

Justification: to provide for a method of applying the part-time equity payment, for adjunct faculty teaching in disciplines with full-time Standard Teaching Hours from 12 to 18, using a differential added to the salary schedule instead of a manually applied lump sum bonus, and to extend the equity adjustment to Winter and Summer intersessions.

2002-09 Appendix A — Definition/ Meaning of “Accreditation”

The AFT and the District agree to the following regarding the definition/meaning of “accreditation”.

In implementing the provisions of Attachment A, “Pay Equity,” attached to the MOU of December 6, 2001, dealing with implementation of pro-rata pay for part-time faculty, the meaning of “an earned doctor's degree from an accredited institution” shall be understood to require an earned doctorate from an institution which is accredited according to the provisions of Title 5, section 53406, which establishes accrediting standards for institutions whose degrees are acceptable for establishment of minimum qualifications for faculty service; the same standard is recognized by the parties as valid for degree differentials for faculty paid on the preparation salary schedule. This interpretation is declaratory of existing policy and not a new standard. This interpretation will continue until and unless contradicted by future agreement, and may be incorporated in future Agreement language.

Justification: This MOU is needed to clarify what the parties mean by “accreditation” and “accredited institution” as it applies to faculty degree differentials, and to reiterate the application of that meaning to degree differentials for full-time as applied in the past.
2003-01 Art. 17 — Calculation of FTEP and Chair Reassigned Time

In order to clarify and standardize practice among the colleges in implementation of Department Chair reassigned time and tallying the Full-Time Equivalent Personnel (FTEP) calculation, which is described in Article 17, Department Chairs and Departments, the following chart has been developed to show the range of assignments and how to count FTEP.

### SAMPLE DEPARTMENT ROSTER – CALCULATING FTEP

<table>
<thead>
<tr>
<th>Department Name: Apple</th>
<th>Chairperson: Johnny Appleseed</th>
<th>Term: 7/1/03-6/30/06</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Term Start Date: Sept. 1, 2003</td>
<td>Total FTEP: ________</td>
<td>Chair Reassigned: ___. ___ D-basis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME FACULTY/STAFF</th>
<th>EMPLOYEE’S STATUS</th>
<th>FTE LOAD ASSIGNED TO DEPARTMENT</th>
<th>FTEP VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jake</td>
<td>Office Assistant</td>
<td>1.0 — assigned .5 to two departments-selected Apple Department as “home”</td>
<td>1.0</td>
</tr>
<tr>
<td>Jana</td>
<td>Permanent Lab tech.</td>
<td>.5 — assigned to labs</td>
<td>.5</td>
</tr>
<tr>
<td>Jane</td>
<td>Probationary</td>
<td>1.0 — teaching</td>
<td>1.0</td>
</tr>
<tr>
<td>Jeff</td>
<td>Limited</td>
<td>.6 — teaching, SFP project</td>
<td>.6</td>
</tr>
<tr>
<td>Jerry</td>
<td>Adjunct</td>
<td>.6 — teaching</td>
<td>.6</td>
</tr>
<tr>
<td>Jessica</td>
<td>Tenured in Apple Department</td>
<td>1.0 — assigned as an ISA SFP outside the Apple Department as “home”</td>
<td>0.0</td>
</tr>
<tr>
<td>Jill</td>
<td>Long term substitute Adjunct</td>
<td>1.0 — teaching</td>
<td>1.0</td>
</tr>
<tr>
<td>Jim</td>
<td>Tenured</td>
<td>.6 — teaching, .4 non-teaching SFP project</td>
<td>1.0</td>
</tr>
<tr>
<td>Johnny</td>
<td>Tenured-chair Extra duty</td>
<td>1.0 — assigned as chair and instructor</td>
<td>1.0</td>
</tr>
<tr>
<td>June</td>
<td>Tenured</td>
<td>.8 — teaching-Apple Department</td>
<td>1.0</td>
</tr>
<tr>
<td>Enuj</td>
<td>Tenured</td>
<td>.2 — teaching-Apple Department</td>
<td>0.0</td>
</tr>
<tr>
<td>Jack</td>
<td>Tenured</td>
<td>.4 — teaching-Apple Department</td>
<td>1.6</td>
</tr>
<tr>
<td>Jose</td>
<td>Tenured</td>
<td>.4 — teaching-Apple Department</td>
<td>1.0</td>
</tr>
<tr>
<td>Jaime</td>
<td>Tenured</td>
<td>.6 — teaching-Apple Department</td>
<td>1.0</td>
</tr>
<tr>
<td>Julian</td>
<td>Tenured</td>
<td>1.0 — on leave (released) from district (not serving as ISA or CI)</td>
<td>1.0</td>
</tr>
<tr>
<td>Jasmine</td>
<td>Tenured</td>
<td>.4 — on leave (released) from district (not serving as ISA or CI)</td>
<td>1.0</td>
</tr>
</tbody>
</table>

**Justification:** to clarify and standardize concepts relating to the Full-Time Equivalent (FTEP) calculation for Department Chair reassigned time throughout the District, applying the same standards to those who serve as Department chairs will assure consistent application of this contract provision.
2003-07 Article 17 — Contract Interpretation On Evaluation Of Adjuncts By Vice-Chairs

The following contract interpretation clarifies the role of Designated or Appointed Department Vice-Chairs with regard to the evaluation of adjunct faculty, as described in Article 17, Department Chairs and Departments, and Article 19, Evaluation.

**Question:** Is a Vice-Chair who is not a tenured faculty member able to complete an evaluation of a temporary faculty member?

**Conclusion:** Any Designated or Appointed Vice-Chair, even one who is not tenured, may complete an evaluation of a temporary faculty member.

**Analysis:** Pursuant to Article 19, Section O, temporary faculty receive a basic evaluation, “conducted in the manner specified in Section F....” Among other things, Section F provides that basic evaluations “shall be completed by the faculty member’s Department Chair, or a tenured faculty member designated by the Department Chair in consultation with the Vice President or his or her designee.” While this language could be interpreted as barring a non-tenured faculty member from completing a basic evaluation unless he or she is a Department Chair, that interpretation is contradicted by a careful reading of Article 17 and the language that authorizes Designated and Appointed Department Chairs and specifies their roles.

At least one Designated Vice-Chair is required in each department in which the full-time equivalent personnel totals more than 34 (Art. 17, Sec. F.1), and a Department Chair may select one or more Appointed Vice-Chairs in “any department with scheduled classes taught by adjunct faculty.” (Art.17, Sec. F.2) As specified in Article 17, Sec. F.3:

> The role of a Designated or Appointed Vice Chair is to assist the Chair in performing specific duties normally assigned to the Chair but instead delegated to the Vice Chair. In every case, however, the Department Chair shall remain responsible for the overall quality, completeness, and timeliness of the work performed.

Finally, Article 17, Sec. F6, requires the colleges to provide each department that offers classes taught by adjunct faculty with funding, “to compensate the Department Chair and/or Designated or Appointed Vice Chairs for the supervision (including evaluation) of adjunct and other temporary faculty members in the department. The Department Chair is responsible for, and has the authority to assign the supervision of adjunct and other temporary faculty to himself/herself, or to the Designated or Appointed Vice Chairs” (emphasis added).

It is clear from the explicit language of Article 17, that one of the principal roles of a Vice-Chair is supervision and evaluation of adjunct and other temporary faculty under delegated authority from the Department Chair. In carrying out that role, the Vice-Chair takes the place of the Department Chair who nevertheless remains “responsible for the overall quality, completeness, and timeliness of the work performed.” For the purposes of Article 19, therefore, a basic evaluation completed by a Designated or Appointed Vice-Chair is the equivalent of an evaluation that has been “completed by the faculty member’s Department Chair.” Since tenured or probationary faculty members are equally eligible to serve as Vice-Chairs (Article 17, Secs. F.1 and 2), it follows that a faculty member who does not have tenure, but who has been selected as a Designated or Appointed Vice-Chair, is able to complete an evaluation of a temporary faculty member under Article 19, Section O and Section F.

**Justification:** This contract interpretation is needed to assure consistent application of these contract provisions and to clarify and standardize practices relating to evaluation of adjunct faculty by non-tenured Designated or Appointed Vice Chairs.
**2005-04 Art. 14 — Athletic Director No-Harm Compensation**

The Los Angeles Community College District (the “District”) and the Los Angeles College Faculty Guild, AFT Local 1521 (the “AFT”) agree to the following:

The following Athletic Directors will receive the compensation listed below in lieu of the stipend amount they would have received as determined under the compensation package (with stipends at $1600/sport with football counting two) specified in Article 14 and Appendix A of the 2005-2008 Agreement.

The compensation amounts listed below will be paid out in twelve level pay increments.

If any Athletic Director (AD) listed below has a break in service in his AD position for any reason (including giving it up and later returning to it) any further AD compensation would be the stipend amount as determined under the compensation package (with stipends at $1600/sport with football counting two) specified in Article 14 and Appendix A of the 2005-2008 Agreement.

[Due to privacy the list is on file with District Human Resources Unit.]

This MOU shall apply to each of the above named Athletic Directors until such time as (1) they have a break in service in their AD position; OR (2) they continue in service as AD but the stipend amount as determined under the compensation package specified in Article 14 and Appendix A of the 2005-2008 Agreement becomes larger than the amount listed above. (This could occur if stipend amounts are later negotiated to be larger and/or if the number of intercollegiate sports offered at the Athletic Director’s college increases.)

**Justification:** Article 14 and Appendix A of the Agreement provides for a stipend method of payment for Athletic Directors (with stipends at $1600/sport with football counting two). But current Athletic Directors were promised, in the course of negotiations, that none would be harmed if the stipend method of payment yielded less compensation than what they earned in the 2005-2005 academic year using the method of payment under Article 14 Plan A 1 of the 2002-2005 Agreement.

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**2008-03 Appendix A — State Part-time Equity Differential**

The parties agree that, for the 2008-09 academic year, the funds available for the calculation of the State Equity Differential will be reduced by 10% of the cost of salary and statutory benefits (less the part-time office hours reimbursed by the state) for adjunct classroom assignments in summer intersession rather than by 20% as was the previous method of covering the cost of going to Pay by Class for Summer.

The parties agree that, effective with the 2009-10 academic year, and, if continued in future years, any State allocation for part-time equity which comes to the LACCD will be applied solely toward the State Equity Differential identified in the Adjunct DESK Schedule in Appendix A of the Contract in disciplines with full-time Standard Teaching Hours from 12 to 18 inclusive, as shown in Table A of Article 13, in Fall, Winter, Spring and Summer.
This differential will be calculated as follows:

\[
ED = \frac{(SA - OS)}{FS} \cdot PED
\]

**where:**

- **ED** = new equity differential for current academic year
- **SA** = State allocation for current academic year
- **OS** = any funds overspent in the allocation of the equity differential for loads 12-18 in the previous academic year.
- **FS** = funds spent in previous academic year
- **PED** = previous academic year equity differential

**Justification:** The Parties agreed, effective with the 2009-10 academic year to no longer use a portion of the State Part-time Equity Allocation to cover the formerly “marginal” cost of going to Pay by Class for Summer, which is no longer a marginal cost. The full value of any State allocation for part-time equity will be applied to the yearly recalculation (if the program is continued) of the State Equity differential for adjunct credit teaching on the DESK adjunct schedule for loads 12 to 18 inclusive as per the formula above.

This approach will be phased in for the 2008-09 academic year with half the cost of going to pay by class being charged against the State allocation in 2008-09 and none of the cost of going to pay by class being charged against the allocation beginning in 2009-10.

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**2009-03 Art. 17, 45 — Memorandum of Understanding Nursing Vice Chair/Assistant Director Reassigned Time**

The Los Angeles Community College District (the “District”) and the American Federation of Teachers College Guild Local 1521 (the “AFT”) agree to the following:

The language in Art 17 F 4 of the 2008-2011 Agreement is changed as follows:

17 F 4. Each nursing department shall designate a Vice Chair/Assistant Director. If the nursing department has an active enrollment of 150 or more students, the Vice Chair/Assistant Director shall receive a minimum of .2 D basis reassigned time and, based on the local campus needs and agreed upon by the Nursing department and the campus President, up to .5 D basis reassigned time to function in the role of Vice Chair/Assistant Director as defined by the Board of Registered Nursing.

This MOU becomes effective July 1, 2009.

**Justification:** The Nursing Task Force called for in Article 45 B of the 2008-11 Agreement between the District and the AFT was convened for the purpose of discussing issues unique to Nursing assignments in the context of maximizing nursing student access and success in light of increasing state mandates. While the task force considered many issues that merit further study and discussion, this MOU was recommended by the task force to provide some relief to the Nursing Department Chairs/Directors and nursing faculty for the increasing demands placed on them by agencies like the NLNAC and the BRN, by chancellor’s office mandates, etc.
Contract Interpretation: Clarification of the Meaning of “Participates in the Student Learning Outcomes Assessment Cycle” on the Faculty Evaluation Form

The Los Angeles Community College District (the “District”) and the American Federation of Teachers College Guild Local 1521 (the “AFT”) agree to the following clarification of the meaning of “Participates in the Student Learning Outcomes Assessment Cycle” on the faculty evaluation form, Appendix C of the 2008-11 Agreement.

Participating in the Student Learning Outcomes cycle (writing SLOs and establishing assessment tools/rubrics as a discipline or department) is the responsibility of full-time faculty. However, it is the responsibility of all faculty to incorporate approved SLOs in their teaching. In order for faculty to be evaluated on their participation the following shall occur:

1. The department chair shall, at the time a course is assigned, provide the instructor with a copy (electronic or hard copy) of the course outline and any officially approved SLOs. (It is the responsibility of each college to determine a process for officially approving SLOs—it is normally considered a joint process involving sign-off by both faculty of the discipline/department and the college’s Academic Senate.)

2. All instructors shall include the officially approved course SLOs on his or her course syllabi. If course SLOs have not yet been approved or provided by the chair, this shall have no negative effect on the instructor’s evaluation.

3. All instructors shall conduct SLO assessments in their assigned classes and use the results to make appropriate changes in instruction to improve student learning. Data and results of assessments and modifications serve as evidence of fulfilling this professional responsibility.

4. An adjunct instructor may participate in discipline or departmental activities to create SLOs and establish assessments but he or she is not required to do so and lack of participation should have no negative effect on his or her performance evaluation.

5. An adjunct instructor is not required to attend SLO assessment activities when they are conducted outside the classroom. If an adjunct instructor would like to participate in such SLO activities he or she may request compensation in advance under the provisions of Article 43 B 2, Ancillary Duties.

Justification: This contract interpretation is provided to clarify the meaning of “Participates in the Student Learning Outcomes Assessment Cycle” on the faculty evaluation form and to distinguish the obligations of full-time and adjunct faculty with respect to this item.
2009-05 Art. 13 — New Discipline Loads

The Los Angeles Community College District (the “District”) and the American Federation of Teachers College Guild Local 1521 (the “AFT”) agree to the following:

Standard Teaching Loads are established as listed below for the following new disciplines:

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Top Code</th>
<th>Std Teaching Hrs/Sem</th>
<th>Subject Code</th>
<th>Subject Abbrev</th>
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<tr>
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<td>Piloting</td>
<td>3020.20</td>
<td>18</td>
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Justification: This MOU is needed under Article 13.D.7 to establish the Standard Teaching Loads for the above disciplines not currently listed in Table A of Article 13.

2009-07 Art. 40 — Adding Online Students

The Los Angeles Community College District (the “District”) and the American Federation of Teachers College Guild Local 1521 (the “AFT”) agree to the following:

Article 40.C.1.a provides that the registration limit for D/DL classes is 40 students (except for ‘first time’ classes) and that additional students can be added by the instructor only after the first day of class.

This MOU provides that, while the 40 maximum will continue to remain in force (and that the class is not one authorized as a large D/DL class as provided in 40.C.1.b; nor is it a first time class), the instructor, in coordination with the D/DL Coordinator or Campus Distance Learning Office or equivalent, would be able to add up to five (5) additional students in the week before the first day of class if the class has reached the 40 limit at any time within that week. The adding procedure would be the same email procedure as currently exists for adding D/DL students after the first day of class: The student must first email the online instructor to ask permission to add the class. The email address the student uses to make the request must be the one on file with the District. If the instructor authorizes the student to add the class he or she must notify the Distance Learning Office or equivalent via email.

The provisions above will apply until a system is created that enables an instructor to provide a temporary class code which would allow the students permitted to add after the first day to login to the online class environment right away and not miss the first day or two of class.

Justification: It has been found that adding D/DL students after the first day can put them at a disadvantage because they cannot get into the online class environment until a few days later, denying them instruction/access for the first week. This MOU provides that up to five students may be added by the instructor in the week before the first day of class if the 40 class size limit has been reached during that week.
The following pages contain the academic year calendars for 2012-13, 2013-14, and 2014-15. In each year four calendars are listed:

**Academic Year (15 week pattern)**
In use at all campuses for classroom faculty and those non-classroom faculty who are following the compressed 15 week pattern.

**Academic Year (C basis non-classroom)**
For all campuses with C basis non-classroom faculty who are not following the compressed 15 week pattern.

**Academic Year (D basis non-classroom)**
For all campuses with D basis and partial D basis faculty

**Academic Year (M basis non-classroom)**
For all campuses with M basis and partial M basis faculty

Calendars may be accessed via the web in pdf format at the District [www.laccd.edu](http://www.laccd.edu) and AFT [www.aft1521.org](http://www.aft1521.org) websites.
## ACADEMIC YEAR 2012-2013 (15 week pattern - compressed)

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- **Vac**: Vacation Days
- **Staff Dev**: Staff Development
- **Holiday**: Holidays

### KEY:
- **Staff Development** mandatory on-campus
- **Final Exam**: Final Exams
- **Holiday**: Denotes Winter Intersession

### Payroll Notes:
- Payroll mandatory on-campus
- (marks start and end of classes)

### Payroll Details:
- **Payday**:
  - August 31, 2012 payday is for summer, not fall.
  - Note that either Thursday, 8/23/12 or Friday, 8/24/12 may be designated mandatory.
  - Note that a half day on Friday, April 5 is during a faculty vacation period and is a Board declared holiday.
  - Includes only holiday/vacation days within 8/22/12 - 12/16/12 and 2/4/13 - 6/5/13.

### Calendar Days:
- **Easter 3/31/13**: 171 days
- **SUMMER**: 8.5 weeks
- **WINTER**: 5 weeks
- **JAN 14**: 3 weeks
- **FEB 15**: 3 weeks
- **MAR 16**: 3 weeks
- **APR 17**: 3 weeks
- **MAY 18**: 3 weeks
- **JUN 19**: 3 weeks

**SUMMER**: 8.5 weeks

**WINTER**: 5 weeks

**TOTAL**: 171 days

- **Vacation Days**:
  - Includes only holiday/vacation days within 8/22/12 - 12/16/12 and 2/4/13 - 6/5/13.

### Final Exam Dates:
- **Fri 14, Sat 15, Sun 15, Mon 15**

### Year End Payroll:
- **YEAR TOTALS INST+ST DEV**: 152
- **YEAR TOTALS**: 171

**Note**: Thursday, March 28, 2013 is the offset for the Monday, June 3, 2013 exam and is a non-instruction day, but college offices are open.
### ACADEMIC YEAR 2012-2013 (C basis non-classroom - uncompressed)

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<th>Days off</th>
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#### Payroll Schedule

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**Easter 3/31/13**

YEAR TOTALS | 14.5 | 10.5 | 175

Holidays, Vacation and Duty Days total 200 days

**KEY:**

- Holidays
- Vacation Days

(Colleges are closed on holidays)

- Payday
- (marks start and end of classes/exams)
- (marks start and end of duty)
- Start/end uncompressed payroll

**Note:**
- Payday August 31, 2012 payday is for summer, not fall.
- Note that March 28 is the vacation day offset for a final exam on the compressed calendar and is a designated vacation day on this calendar.
- A half day on Friday, April 5 is during a faculty vacation period and is Board declared holiday.
### ACADEMIC YEAR 2012-2013 (D basis)

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**Note:**
- **20 of the available days must be unpaid non-duty days.**
- One additional available day is taken as a floating vacation day.
- Of the available days for duty, one must be taken as a floating vacation day, and 20 must be unpaid and not worked, so that not more than 240 days are paid. For full-time D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for full-time D6, 240 x 6 = 1440).
### ACADEMIC YEAR 2012-2013 (M basis)

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</tbody>
</table>

FALL TOTALS 9 0 91

| JAN    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| JAN13  | 13  | 14  | 15  | 16  | 17  | 18  | 19  |         |               |
| FEB    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| FEB13  | 10  | 11  | 12  | 13  | 14  | 15  | 16  |         |               |
| MAR    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| MAR13  | 10  | 11  | 12  | 13  | 14  | 15  | 16  |         |               |
| APR    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| APR13  | 7   | 8   | 9   | 10  | 11  | 12  | 13  |         |               |
| MAY    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| MAY13  | 5   | 6   | 7   | 8   | 9   | 10  | 11  |         |               |
| JUN    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| JUN13  | 2   | 3   | 4   | 5   | 6   | 7   | 8   |         |               |

SPRING TOTALS 5.5 0 94.5

| JUL    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8       |               |
| JUL13  | 30  | 1   | 2   | 3   | 4   | 5   | 6   |         |               |

YEAR TOTALS 15.5 0 244.5 260

*less 13.00 paid vacation days total 231.5 260

---

**PAYDAY**

*note that a half day on Friday April 5 is during a faculty vacation period and is a Board declared holiday.

Of the available days for duty, 260 x 0.05 = 13.00 must be taken as paid vacation.

For fulltime M7, 260 x 7 = 1820 hours in the fiscal year, including duty days worked, vacation and holidays. 1820 x 0.05 / 7 = 13.00

---

**KEY:**

- Holidays
- Vacation Days (marks start and end of classes/exams)
- Start/end M payroll

(Colleges are closed on holidays)

Payday

*Payday

**note that a half day on Friday April 5 is during a faculty vacation period and is a Board declared holiday.
ACADEMIC YEAR 2013-2014 (15 week pattern - compressed)

[Diagram showing academic calendar with holidays, vacation days, final exams, and staff development.]

- **KEY:**
  - Staff Development
  - Holidays
  - Vacation Days
  - Final Exams
  - Denotes Winter Intersession

- **Payday:**
  - Marks start and end of classes

- **Events:**
  - August 30, 2013 payday is for summer, not fall
  - September 12, 2013 or Friday 8/23/13 may be designated mandatory
  - A half day on Friday April 11 is during a faculty vacation period and is a Board declared holiday.
  - Includes only holiday/vacation days within 8/21/13 - 12/15/13 and 2/10/14 - 6/11/14

- **Notes:**
  - Tuesday, May 27, 2014 is the offset for the Monday June 9, 2014 exam and is a non-instruction day, but college offices are open
### ACADEMIC YEAR 2013-2014 (C basis non-classroom - uncompressed)

| PayPeriod | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JUN 2013 | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | Aug | 31  |
| JUL 2013  | 28  | 29  | 30  | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |

#### KEY:
- **Holidays**: Days when colleges are closed.
- **Vacation Days**: Days when colleges are open.

#### Notes:
- Paydays are marked as [ ] (marks start and end of classes/exams).
- Duty days are marked as { } (marks start and end of duty).
- Start/End Uncompressed Payroll is denoted by **Start/End**.
- Easter Monday, April 21, 2014.

#### Holiday Schedule:
- **Spring Break**
  - March 24-28
- **FALL TOTALS**
  - Total Days Off: 9
  - Total Duty Days: 5
  - Total Paydays: 5
  - Total Days Off: 10
  - Total Duty Days: 5
  - Total Paydays: 5

#### Year Totals
- **145,515,547**
- **Vacation Days**: 14.5
- **Duty Days**: 10.5
- **Total Days Off**: 175

#### Pay Period Summary
- **FALL TOTALS** (September - December).
- **SPRING TOTALS** (January - May).
- **YEAR TOTALS** (June - June).

---

*Note that a half day on Friday April 11 is during a faculty vacation period and is a Board declared holiday.*
## ACADEMIC YEAR 2013-2014 (D basis)

| PayPer | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JUN13  | JUN | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  |
| JUL13  | JUL |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| AUG13  | AUG | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  |
| SEP13  | SEP | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  |
| OCT13  | OCT | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   |
| NOV13  | NOV | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   |
| DEC13  | DEC | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 1   | 2   | 3   | 4   | 5   |
| JAN14  | JAN | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |
| FEB14  | FEB | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  |
| MAR14  | MAR | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  |
| APR14  | APR | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  |
| MAY14  | MAY | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  |

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**Notes:**
- **Paydays** (marks start and end of classes/exams)
- **Star/end D basis payroll**
- **Holidays, Vacation and Duty Days total 240 days**

**Key:**
- Holidays: College is closed on holidays
- Vacation Days

- Easter 4/20/14

Of the available days for duty, one must be taken as a floating vacation day, and 21 must be unpaid and not worked, so that not more than 240 days are paid. For fulltime D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for fulltime D6, 240 x 6 = 1440).

![Calendar](calendar.png)
## ACADEMIC YEAR 2013-2014 (M basis)

| PayPeriod | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Days off | Duty days | Paid days |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JUN 2013 | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  |     |     | 14  | 15  | 16  | 17  | 18  | 19  | 20  |     | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 1   | 0   | 19  |
| JUL 2013  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| AUG 2013  | 30  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| SEP 2013  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| OCT 2013  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| Nov 2013  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| DEC 2013  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| JAN 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| FEB 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| MAR 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| APR 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| MAY 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |
| JUN 2014  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 20  |

**Notes:**
- Payday
- *Note that a half day on Friday April 11 is during a faculty vacation period and is a Board declared holiday.
- Of the available days for duty, 261 x .05 = 13.05 must be taken as paid vacation.
- For full time M, 261 x 7 = 1827 hours in the fiscal year, including duty days worked, vacation and holidays. 1827 x .05 / 7 = 13.05

**Key:**
- **Holidays**
- **Vacation Days**
- (marks start and end of classes/exams)
- **Start/End M payroll**

(Colleges are closed on holidays)
# ACADEMIC YEAR 2014-2015 (15 week pattern - compressed)

| PayPer | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JUN14  | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  |
| JUL14  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| AUG14  | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  |

**KEY:**
- **Staff Development**
- **Holidays**
- **Vacation Days**
- **Final Exams**
- **Denotes Winter Intersession**

*Note that August 29, 2014 payday is for summer, not fall.*

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**FYI:**
- Easter 4/5/15
- Payday
- Holiday

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**Further Notes:**
- Staff Development mandatory on-campus or off-campus (Colleges are closed on holidays)
- Payday
- (marks start and end of classes) Start and end compressed payroll
### ACADEMIC YEAR 2014-2015 (C basis non-classroom - uncompressed)

| PayPer | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

**KEY:**
- **Holidays:**
- **Vacation Days:**

(Colleges are closed on holidays)

\(^a\)Payday
\(^b\)note that August 29, 2014 payday is for summer, not fall.

\(^c\)note that a half day on Friday April 10 is during a faculty vacation period and is a Board declared holiday.

### Appendix M

**Easter 4/5/15**

Holidays, Vacation and Duty Days total 200 days

**YEAR TOTALS:** 14.5, 10.5, 175
ACADEMIC YEAR 2014-2015 (D basis)

| PayPer | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JUN14  | JUL | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | Feb   | 1   | 2   | 3   | 4   | 5   | 1   | 0   | 3   |
| JUL14  | AUG | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   | 2   | 0   | 0   | 20  |
| AUG14  | SEP | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   |
| SEP14  | SE  | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   |
| OCT14  | NO  | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   |
| NOV14  | DEC | 30  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   |
| DEC14  | JAN | 31  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 1   | 0   |

**KEY:**
- Holidays
- Vacation Days
- (Colleges are closed on holidays)

**Notes:**
- **Payday** (marks start and end of classes/exams)
- **Start/end D basis payroll**
- **21 of the available days must be unpaid non-duty days**
- **one additional available day is taken as floating vacation**
- **YEAR TOTALS:**
  - 15.5 vacation days
  - 12.5 duty days
  - 212 total days

Of the available days for duty, one must be taken as a floating vacation day, and 21 must be unpaid and not worked, so that not more than 240 days are paid. For full-time D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for full-time D6, 240 x 6 = 1440 hours).
### ACADEMIC YEAR 2014-2015 (M basis)

<table>
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<th>Days off</th>
<th>Duty Days*</th>
<th>Paid Days</th>
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**APPENDIX M**

### Key:
- **Holidays**: ○
- **Vacation Days**: □
- **(marks start and end of classes/exams)**: [ ]
- **Start/End M payroll**: 

*(Colleges are closed on holidays)*

†Payday

*Note that a half day on (marks start and end of classes/exams)*

Of the available days for duty, 261 x .05 = 13.05 must be taken as paid vacation.

For full-time M7, 261 x 7 = 1827 hours in the fiscal year, including duty days worked, vacation and holidays. 1827 x .05 / 7 = 13.05
### ANNUAL LOAD FORM

**Faculty Name** ________________________________

**Discipline** ________________________________

**Comments:**

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<th>Fall</th>
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**Total Proposed Annual Load**

**Total Annual Load for Discipline**

---

**Administrative Portion**

- Annual Load Plan was:  
  - [ ] APPROVED  
  - [ ] DENIED

**Dean/VP**

**Date**

**Comments:**

---

**Department Chair/Division Chair Name and Signature** ________________________________  

**Date** ________________________________

---

Fill out the attached form if a Non-Standard Annual Load, as defined in Article 13. A.1, is desired, with the required advance approval by both the department chair and the Vice President of Academic Affairs.
Go to any or all of the following links on the District’s website for information about prohibited discrimination including sexual harassment, the actual Prohibited Discrimination and Harassment Policy (Chapter XV of the Board Rules), the Unlawful Discrimination Complaint Form and information on what to do and who to contact:

http://www.laccd.edu/diversity/sexual_harassment.htm

Summary of sexual harassment

- What is sexual harassment?
- What type of behavior is sexual harassment?
- Your rights at the LACCD
- Simple guidelines for avoiding sexual harassment
- Who can be a victim of sexual harassment?

LACCD Prohibited Discrimination and Harassment Policy

Unlawful Discrimination Complaint Form

What to do and who to contact
In the Agreement, Table A – Classroom Faculty Standard Teaching Loads, Appendix E – Seniority Lists, and Appendix F— Faculty Service Areas, have been organized using TOP Codes contained in the Taxonomy of Program (TOP), which is issued by the System Office of the California Community Colleges. According to the Taxonomy’s introduction, it provides a “system of numerical codes used at the state level to collect and report information on programs and courses, in different colleges throughout the state, that have similar outcomes.” While the Taxonomy was designed primarily to provide definitional parameters for the grouping of courses and programs, a district-wide taskforce, comprised of representatives from the AFT College Guild, the District Academic Senate and the administration, concluded that TOP codes would provide a useful mechanism for linking other related information, such as minimum qualifications, faculty service areas, contract teaching load, and seniority lists.

The graphic below indicates ways in which Taxonomy of Programs (TOP) codes can be used to organize information about the relationship between subjects and Minimum Qualifications (MQs). Each Minimum Qualification Area has been assigned a TOP Code, which is called a QTOP. A QTOP code has been assigned to every subject taught in the District. Generally, this QTOP code corresponds to the subject’s TOP code, but there are exceptions. For instance Biology, Anatomy and Microbiology have different TOP codes, but are assigned the same QTOP because the MQs are the same. Every faculty member is also assigned one or more QTOP codes, based the faculty member’s education and, in the case of non-masters MQ, work experience.

Once QTOPs have been assigned to subjects and faculty members, there is linkage between all classes in that subject and the faculty members teaching them. This is critical because, in order to collect apportionment for a class, the instructor must meet the MQs for the subject that is being taught. In the box below labeled CLASS, the subject is Psychology, which is linked to the box labeled SUBJECTS, which is then linked to the box labeled MINIMUM QUALIFICATIONS. This box indicates that the QTOP for Psychology is 2001.00.

The box labeled MINIMUM QUALIFICATIONS is also linked to box labeled INSTRUCTOR. In the case John Jones has two QTOPS – 2001.00 (Psychology) and 2208.00 (Sociology). Professor Jones is then linked to Psychology 001 in the CLASS box through his employee number. Since the subject and the instructor have the same QTOP the linkage has been established.

TOP Codes can also be used to link instructors and Faculty Service Areas (FSAs). In the box labeled INSTRUCTOR, TOP codes have been used to identify MQs (QTOP) and FSAs. John Jones has an MQ QTOP Codes of 2001.00 (MQ 1) and 2208.00 (MQ 2). He also has FSAs with the same TOP codes, which are linked to the box labeled FACULTY SERVICE AREA (S) and identified, and Psychology (2001.00) and Sociology (2208.00), respectively.

In Table A, subject teaching loads are organized by TOP codes. Teaching loads are assigned to a subject. Thus the teaching load for Psychology 001 course in the CLASS box is linked to the contract teaching load for Psychology in the CONTRACT TEACHING LOAD box.
### TOP Code Linkages

#### INSTRUCTOR
- **Employee #**: 111 222
- **Employee Name**: John Jones
- **MQ 1**: 2001.00
- **MQ 2**: 2208.00
- **FSA 1**: 2201.00
- **FSA 2**: 2208.00

#### MINIMUM QUALIFICATIONS
<table>
<thead>
<tr>
<th>QTOP Code</th>
<th>State MQ Title</th>
<th>MQs</th>
<th>Masters</th>
<th>License</th>
<th>Title 5</th>
<th>SPC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001.00</td>
<td>Psychology</td>
<td>Master's in psychology OR Bachelor's in psychology AND Master's in counseling, sociology, statistics, neuroscience, or psychiatric social work.</td>
<td>Yes</td>
<td>No</td>
<td>760</td>
<td></td>
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</table>

#### CLASS
- **Subject**: Psychology
- **Sub Abbrev**: PSYCH
- **Sub No**: 001
- **Load**: 15
- **Employee Name**: John Jones
- **Employee #**: 111 222

#### FACULTY SERVICE AREA (S)
- **TOP Code**: 2001.00
- **FSA (Appendix F)**: Psychology
- **TOP Code**: 2208.00
- **FSA (Appendix F)**: Sociology

#### SUBJECTS
<table>
<thead>
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<th>TOP Title</th>
<th>Subject Code</th>
<th>Subject Abbreviation</th>
<th>Subject Title</th>
</tr>
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<tbody>
<tr>
<td>Psychology</td>
<td>825</td>
<td>PSYCH</td>
<td>Psychology</td>
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#### CONTRACT TEACHING LOAD
<table>
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<tr>
<th>TOP Code</th>
<th>Table A Discipline</th>
<th>Teaching Load (Standard Hours per week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001.00</td>
<td>Psychology</td>
<td>15</td>
</tr>
</tbody>
</table>
In addition to teaching their classes and/or working in their faculty service areas, faculty members contribute to the vibrant life of the college and engage in activities that promote a quality education and student success. Employment in the LACCD brings with it an obligation that faculty will take on an appropriate share of professional responsibilities.

**List A:** These duties are currently required in the bargaining agreement:

1. Maintain a work schedule as defined by the Standard Teaching Loads and Standard Work loads (see Article 13 Table A and Table B).
2. Maintain the required number of scheduled office hours. For classroom faculty, be available for additional student consultation outside of posted office hours (see Article 13 D and Appendix C).
3. Keep current in one’s discipline (see Appendix C).
4. Keep accurate records (for example: grades, attendance, class exclusions, Student Education Plans and counseling records) and submit records in a timely manner (see Article 13 D and Appendix C).
5. Full time faculty must participate on at least one college, district, or departmental committee or equivalent (see Articles 13 D and Article 32).
6. Fulfill professional development obligation: 33.5 hours annually for full-time classroom faculty, half the total annual number of weekly classroom hours for adjunct assignments taught by both full-time instructors with overload and true adjunct faculty (see Article 10).
7. Participate in the SLO Assessment Cycle (see Appendix C).
8. Provide evidence for items 1-7 above as part of the performance evaluation process. (See Article 19, 42, appendix C).

**List B:** This list includes (but is not limited to) the activities that are not referenced specifically in the collective bargaining agreement but represent professional responsibilities toward the goal of improving student success:

1. Attend college events, including but not limited to, commencement.
2. Participate in activities that enhance the educational mission of the college such as accreditation self studies, district or college initiatives, district discipline committees, and shared governance committees.
3. Take part in comprehensive evaluation and tenure review committees, hiring committees, and orientation of new faculty.
4. Participate in the collective work of the department in updates and revisions of course outlines, curriculum development, advisory committees, program transfer and completion information (especially for counselors) and program review.
5. Keep current in the use of educational technology where appropriate.
6. Assist in student activities such as club sponsorship.
7. Participate in the union and academic senate.
APPENDIX R

SENIORITY/PRIORITY LISTS TEMPLATES

Hourly Rate Seniority List Template ................................................................. 296
Full-time Winter Priority Number List Template ................................................. 297
Full-time Summer Intersession Priority Number List Template ......................... 298
Temporary Adjunct Priority Number List Template ........................................... 299
# Hourly Rate Seniority List

**College Name:**

**Prepared by:**

**Discipline:**

**Date:**

<table>
<thead>
<tr>
<th>Faculty Member</th>
<th>Last Name</th>
<th>First Name</th>
<th>Employee #</th>
<th>*</th>
<th>**</th>
<th>***</th>
<th>F08</th>
<th>S09</th>
<th>F09</th>
<th>S10</th>
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<th>S12</th>
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<td>Doe John</td>
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<td>A(3)</td>
<td>W</td>
<td>B</td>
<td>A(3)</td>
<td>A(3)</td>
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**SYMBOLS**

- Maintains Seniority
- A (xx) = Seniority Assignment Hrs.
- B = Bumped
- C = Cancelled class
- W = Withdrawn - Includes Chair/Re-assign/Release Time

**May Negatively Affect Seniority**

- N = Not offered a class
- R = Refused assignment

- * Earned Seniority Std Hrs.
- ** Sem/Year first assigned
- *** Semesters prior to F08
- **** Total semesters of seniority

(DL) - Faculty member is Certified to Conduct Distance Education Classes
Full-time Winter Priority Number List

College Name: ____________________________  Discipline: ____________________________
Prepared by: ____________________________  Date: ____________________________

Faculty Member

<table>
<thead>
<tr>
<th>Last Name</th>
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<th>Employee #</th>
<th>Semester/Year First Assigned</th>
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**USE THESE SYMBOLS**
1 = Faculty member worked a full intersession assignment.
1/2 = Faculty member worked one-half of a full intersession assignment.
1/4 = Faculty member worked one-quarter of a full intersession assignment.
0 = Faculty member did not work an intersession assignment.

(DL) - Faculty member is Certified to Conduct Distance Education Classes
Full-time Summer Intersession Priority Number List

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</table>

**USE THESE SYMBOLS**

1 = Faculty member worked a full intersession assignment.
1/2 = Faculty member worked one-half of a full intersession assignment.
1/4 = Faculty member worked one-quarter of a full intersession assignment.
0 = Faculty member did not work an intersession assignment.

(DL) - Faculty member is Certified to Conduct Distance Education Classes
## Temporary Adjunct Priority Number List

**College Name:** __________________________  **Discipline:** __________________________
**Prepared by:** __________________________  **Date:** __________________________

### Temporary Adjunct Faculty

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### Use These Symbols

- **1** = Faculty member worked a full intersession assignment.
- **1/2** = Faculty member worked one-half of a full intersession assignment.
- **1/4** = Faculty member worked one-quarter of a full intersession assignment.
- **0** = Faculty member did not work an intersession assignment.

**Note:** (DL) - Faculty member is Certified to Conduct Distance Education Classes

APPENDIX R
**INDEX**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Article(s)</th>
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<tbody>
<tr>
<td>20 day rule (see Substitute-20 day limit)</td>
<td>Appendix L 1992-08 MOU</td>
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<tr>
<td>403b Plans (see Tax Sheltered Retirement Plans)</td>
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<td>457 Plan (see Tax Sheltered Retirement Plans)</td>
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<tr>
<td>60 % Limit (see also 60 % Rule)</td>
<td>Appendix L 1992-05 MOU, Appendix H (0813), Appendix L 1992-08 MOU</td>
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<tr>
<td>Academic Year</td>
<td>10 C 3; D 2 a; 13 A 1; 17 B 3, 3 c, K; 21 E; 23 H 3; Appendix D; Appendix M</td>
</tr>
<tr>
<td>Accredited Institution</td>
<td>25 O 1 c, Appendix A A 1 b (1), (2), Appendix L 2002-09 MOU</td>
</tr>
<tr>
<td>“Active” Employee</td>
<td>27 I</td>
</tr>
<tr>
<td>Additional Assignments Defined</td>
<td>14 A</td>
</tr>
<tr>
<td>Adjunct</td>
<td>16, Appendix A A 2, 3; Appendix D</td>
</tr>
<tr>
<td>Adjunct – Additional Evaluation, Dismissal</td>
<td>16 G</td>
</tr>
<tr>
<td>Adjunct – Assignment Rights</td>
<td>16 C</td>
</tr>
<tr>
<td>Adjunct – Break in Service</td>
<td>16 E 1</td>
</tr>
<tr>
<td>Adjunct – Bumping</td>
<td>16 F</td>
</tr>
<tr>
<td>Adjunct – Comparable Assignment</td>
<td>16 A 3</td>
</tr>
<tr>
<td>Adjunct – Discipline Lists</td>
<td>16 B; Appendix E</td>
</tr>
<tr>
<td>Adjunct – Discipline Lists, New Additions</td>
<td>16 B 3</td>
</tr>
<tr>
<td>Adjunct – Mandatory Interview</td>
<td>16 H</td>
</tr>
<tr>
<td>Adjunct – Maternity, Paternity Leave</td>
<td>16 E 3</td>
</tr>
<tr>
<td>Adjunct – Obtaining and Calculating Seniority</td>
<td>16 A</td>
</tr>
<tr>
<td>Adjunct – Offers of Assignment</td>
<td>16 D</td>
</tr>
<tr>
<td>Adjunct – Paid Leave</td>
<td>16 E 2</td>
</tr>
<tr>
<td>Adjunct – Reduction in Force and Dismissal</td>
<td>16 G</td>
</tr>
<tr>
<td>Adjunct – Rehire After Loss of List Status</td>
<td>16 B; 16 G 4</td>
</tr>
<tr>
<td>Adjunct – Seniority List (see Seniority Lists)</td>
<td>16 B; 16 G 4</td>
</tr>
<tr>
<td>Adjunct – Temporary Assignment</td>
<td>16 E 4</td>
</tr>
<tr>
<td>Adjunct – Termination/Dismissal</td>
<td>16 G 4</td>
</tr>
<tr>
<td>Adjunct – Ties in Adjunct Seniority</td>
<td>16 A 2</td>
</tr>
<tr>
<td>Adjunct – Vice Chair Supervision/Evaluation</td>
<td>16 G</td>
</tr>
<tr>
<td>Adjunct Employee (see also Adjunct)</td>
<td>17 F 6; Appendix L 2003-07 MOU</td>
</tr>
<tr>
<td>Adjunct Representative</td>
<td>17 B 2 b; 17 B 3; Appendix D</td>
</tr>
<tr>
<td>Adjunct Representative - Eligibility</td>
<td>17 B 3</td>
</tr>
<tr>
<td>Adjunct Retirement Plans</td>
<td>31</td>
</tr>
<tr>
<td>Adjunct Schedules</td>
<td>Appendix A A 2</td>
</tr>
<tr>
<td>Adjunct Seniority</td>
<td>16</td>
</tr>
<tr>
<td>Administrative Evaluation (see Evaluation – Administrative, Criteria)</td>
<td></td>
</tr>
<tr>
<td>Administrative Evaluation Form</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Admissions Day, Floating</td>
<td>11 A, E</td>
</tr>
<tr>
<td>Adoption (see Child Adoptions)</td>
<td>12 G</td>
</tr>
<tr>
<td>Advanced Classes</td>
<td>32 B</td>
</tr>
</tbody>
</table>
INDEX

AFT – Defined .............................................................................................................. I; Appendix D
AFT Dues ....................................................................................................................... 37 B 1, 3
AFT Organizational Leave (see also Organization Leave) ............................................. 25 H 1
AFT Rights ....................................................................................................................... 8
Agency Fee ....................................................................................................................... 37 B 1–4
Agency Shop ..................................................................................................................... 37; 37 A
Agency Shop – Objection To ......................................................................................... 37 B 3
Agreement ....................................................................................................................... 1
Agreement – Conditions and Duration ......................................................................... 45
Americans With Disabilities Act ................................................................................... 5; 25 K 1 c
Ancillary Activity ........................................................................................................... 8 J; 32 II; 43 B; Appendix D, Appendix J
Ancillary Activity Payment Form .................................................................................. Appendix J
Ancillary Pay ................................................................................................................... 43 B 2; Appendix D, Appendix J
Ancillary Service (see also Ancillary Activity) ............................................................... 13 C 2
Annual Assignment (see also Annual Load) .................................................................. 13 A 1
Annual Load (see also Standard Annual Load and Non–Standard Annual Load) ........ 13 A 1; Appendix D
Appointed Vice Chair ..................................................................................................... 17 C, F, H; Appendix D; Appendix L 2003–07 MOU
Arbitration (see also Grievance, Step Four) ................................................................. 28 F, G
Arbitrators – List ............................................................................................................. 28 G 2 a; 45 B
Arbitrator’s Decision ...................................................................................................... 28 G 7 – 8; Appendix L 1992–02 MOU
Arbitrator’s Decision – Award Limit ............................................................................. 28 G 8
Assault and Battery Leave ............................................................................................. 25 G
Assault and Battery Leave–Report to Law Enforcement ................................................ 25 G 7
Assignment .................................................................................................................... 13
Assignment, Adjunct ....................................................................................................... 8 J; 13 C
Assignment, Fractional ................................................................................................... 13 B
Assignment, Full-time .................................................................................................... 13 A
Assignments, Additional and Coaching ......................................................................... 14
Assistant Coaches .......................................................................................................... 14 E 3–7; Appendix A A 1 h
Athletic Coaching (see also Assignment, Additional and Coaching) .............................. 14 E; Appendix A A 1 h; Appendix L 1996–01 MOU
Athletic Coaching Stipend (see Coaching Stipend, Playoff Stipend, Athletic Director Stipend)
Athletic Director ............................................................................................................. 14 E 5, 6; 14 F, 14 F 1, 1 b, 2–4
Athletic Director Stipend ............................................................................................... 14 F; 14 F 1 b; Appendix A A 1 h; Appendix L 2005–04 MOU
Attending Physician's Statement ...................................................................................... 25 E 6 b 1 – 2
Average Class Size (see Class Size – Average) ............................................................... 13 C 4
Averaging of Teaching Hours ....................................................................................... 13 D 5
B Basis ............................................................................................................................. Appendix D
Basic Evaluation (see also Evaluation – Basic, Criteria) ................................................ 19 B; 19 B 1, D, F, F 1, F 5, F 6, H 2, I 1 a, J 1, O, R; Appendix L 2003–07 MOU
Benefits (see Employee Benefits)
Bereavement Leave ........................................................................................................ 25 B; 25 I 5 a
Board Agendas ............................................................................................................... 25 B; 25 I 5 a
Board Minutes ................................................................................................................. 8 C
Board of Trustees Rights and Responsibilities ............................................................. 7
Bridge Course ................................................................................................................... 13 A 12 h
Budget Committee (see Committees) ............................................................................ 10 C 3, D 2 a; 13 a 1; 15 A 4 a, E 1; 39 A 2 d; Appendix D
Calendar ......................................................................................................................... 10 A – C; Appendix M
Calendar – Compressed ................................................................................................. 10 C; 10 C 1–3; 15 E 1; Appendix D (Carnegie Unit)
Calendar – Compressed Calendar Protocols & Guidelines ........................................... 10 C
Calendar – Compression for 15 Week Term ................................................................. 13 A 1
Calendar – Compression of Office Hours ...................................................................... 13 C 4; 13 D 8 a; 15 A 4 c
Calendar – Default ................................................. 10 C 3; Appendix D (Carnegie Unit)
Calendar – Traditional ........................................... 10 C 3; Appendix D (Carnegie Unit)
Calendar Committee (see Committees)
Calendar Year ......................................................... 10 B 4; 15 B 5 c; 25 G 2, 3, 4; 25 K 2, 3; Appendix L 1992–03 MOU
Calendars – Academic 2009–10 ........................................ Appendix M
Calendars – Academic 2009–10 (C Basis Non–Classroom) ................................................... Appendix M
Calendars – Academic 2009–10 (D Basis Non–Classroom) .................................................. Appendix M
Calendars – Academic 2009–10 (M Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2010–11 ................................................ Appendix M
Calendars – Academic 2010–11 (C Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2010–11 (D Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2010–11 (M Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2011–12 ................................................ Appendix M
Calendars – Academic 2011–12 (C Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2011–12 (D Basis Non–Classroom) ................................................ Appendix M
Calendars – Academic 2011–12 (M Basis Non–Classroom) ................................................ Appendix M
CalSTRS .............................................................. 14 E 7; 36 A 1, 2; 40 C 1 b
Cancellation of Classes ................................................... 12 F, G
Cancellation of Classes – Compensation For ................................................................. 13 C 5
Cancellation of Leave ................................................. Appendix L 1998–01 MOU
Cancellation of PACE Classes ........................................... 29 B a; Appendix A A 1 a, b(4)
Career Increment ......................................................... 10 C 2; 13 A 1; Appendix D
Certificate Differential .................................................. Appendix A A 1 a, b(3)
Child Adoptions (see also Parental Leave) .................................................. 25 I 5 g; 25 K 1 a, 3; 25 P 1 d; 27 I A 2 e; 27 III C 1 e; Appendix I 3 a, c
Child Development Center Teaching – Peer Form .................................................. Appendix C
Child Development Director and Teacher – Workweek ................................................ 13 A 10
CI (see Consulting Instructor)
Civic Center Permits .................................................. 8 B
Class Codes .......................................................... Appendix H
Class Size .......................................................... 12 A – H; Appendix L 1980–03 MOU
Class Size – Average .................................................. 12 A – C, E
Class Size – D/DL ..................................................... 40 C
Class Size – Intersession (see Intersession – Class Size)
Classroom Faculty – Workweek ......................................... 13 A 2
Clerical Assistance, Departments (see Departments – Clerical Assistance)
Clerical Assistance, PACE ................................................ 13 A 12 d
Clerical/Technical Support .................................................. 44
Club Sponsorship ......................................................... Appendix Q A 5, B 6
Coaching Assignments (see also Assignments, Additional and Coaching) ........................................ 14 E; 14 E 1 a (1), 2–4, 6, 7; 14 I; Appendix A A 1 h; Appendix L 1986–01 MOU, 1988–04 MOU
Coaching Stipend – Assistant Coach ......................................... 14 E 3; Appendix A A 1 h
Coaching Stipend – Head Coach ........................................... 14 E 1 a (1); Appendix A A 1 h
Coaching Stipend – Walk–On Assistant Coach ............................................... 14 E 4; Appendix A A 1 h
Coaching Stipend – Walk–On Head Coach ........................................... 14 E 2; Appendix A A 1 h
Coaching Stipend (see also Athletic Director Stipend, Playoff Stipend) ........................................ 14 E 1 a (1); 14 E 4; 14 F 2 a ; 14 I; 29 B; 45 B; Appendix A A 1 h
COBRA .......................................................... 27 I A p; Appendix I 6
College Nurse – Workweek ................................................ 13 A 5
Column Nurse – Workweek ................................................ 30 B; 31; 43 A; Appendix A A 1 b (1); Appendix A A 2 g, h
Commemorative Days .................................................. 11 C
INDEX

DL Large Class Size Stipend .................................................. 40 C 1 b
Day to Day Substitute (see Substitutes) ............................ 25 B 1, 3; 25 I 5 a; 27 I A 3; 27 I A 8 b;
   27 III G 4; Appendix I 5 b
Deductions, Adjunct Medical Premiums ............................... 27 II A 2 c
Deductions, Leaves .............................................................. 25 F 4 a, e
Deductions, Payroll .............................................................. 8 A; 27 B 5
Degree – Bachelors ................................................................. Appendix A A 1 b (1)
Degree – Differential .............................................................. Appendix A A 1 b(3)
Degree – Doctoral ................................................................. Appendix A A 1 a; Appendix A A 2 a–c; Appendix L 2002–09 MOU
Degree, Advanced for Sabbatical ........................................ 25 O 1 c
Dental Benefits ................................................................. 25 K 5 a; 27; 27 I A; 27 I A 4 a, b, e; 27 II A;
   27 II A 1 e; 27 II A 2 b; 27 II B; 27 III A; 27 III E 4
Department – Annual Goals .................................................. 17 D 4
Department – Child Development Center ............................... 17 A 4
Department – Mandatory Assignment To ............................. 17 A 2
Department – Multiple Departments ....................................... 17 A 2
Department – Without a Department Chair ............................ 17 A 3, 4; 19 N
Department Chair ............................................................... 17; Appendix D;
Department Chair – Acting .................................................... 17 H; 40 D
Department Chair – Ballots ...................................................... 17 B 1; 17 B 5 a, b, d, f, h
Department Chair – Candidacy .............................................. 17 B 1; 17 B 5 a, h
Department Chair – Duties .................................................... 15 C; 16 A 3; 17 B; 17 B 4; 17 B 6 a; 17 D 1–4;
   17 E 2, 3; 17 F 6; 17 H 1; 19 D 2; 19 F 1
Department Chair – Eligibility ................................................ 17 B 1
Department Chair – Intersession Priority ................................. 15 B 5 e; 15 B 6; 15 C
Department Chair – Offices ..................................................... 9 B 2
Department Chair – On Leave ................................................ 17 E; 17 H 1, 2
Department Chair – Pay For Adjunct Supervision ..................... 17 F 6
Department Chair – Proportional D–Basis Schedule .................. 17 C
Department Chair – Reassigned Time ..................................... 17 C; Appendix L 2003–01 MOU
Department Chair – Recall/Removal ..................................... 17 B; 17 B 6, 7
Department Chair – Salary Differential ................................ 17 E; Appendix A A 1 c ; Appendix A A 1 g (3)
Department Chair – Selection Procedure .............................. 17 B; 17 B 1; 17 B 5 h
Department Chair – Term Of Office ....................................... 17 B; 17 B 5 j; 17 C
Department Chair – Unexpired Term .................................... 17 B 5 j
Department Chair – Vice Chair, Appointed (see Appointed Vice Chair)
Department Chair – Vice Chair, Designated (see Designated Vice Chair)
Department Chair - Vice Chair Duties .................................... 17 F 3, 5
Department Chair – Vice Chairs/Assistant Directors In Nursing .................................................. 17 F 4
Department Chair – Voting ...................................................... 17 B 5; 17 B 6 c
Department Chair – Voting Eligibility .................................... 17 B 2
Department Chair – Voting, Third and Subsequent Consecutive Terms .................................................. 17 B 6
Department Chair Evaluation ............................................... 19 B; 19 K–M
Department Chair Evaluation Form ....................................... Appendix C
Department Chairperson (see Department Chair)
Department/Division Chair (see Department Chair)
Departments – Clerical Assistance ........................................... 17 I; 44
Departments – Selection In Multiple Departments .................... 17 A 2
Departments – Student Workers ........................................... 17 G
Designated Vice Chair .......................................................... Appendix A A 2 a, 3 a; Appendix D
DESK ................................................................. Appendix A A 2 a, c; Appendix A A 1 a, c
Differential Salary Rates ....................................................... Appendix A A 1 a, c
Disability Specialist Workweek ............................................. 13 A 11
INDEX

Evaluation – Peer Review Committee (see Committees)
Evaluation – Permanent Faculty (see Evaluation – Tenured Faculty)
Evaluation – Procedure ................................................................. 17 F 6; 19 E, G
Evaluation – Temporary Faculty ................................................. 17 F 6
Evaluation – Tenured Faculty .................................................. 17 F 6
Evaluation – Timetable ................................................................. Appendix C
Evaluation Forms ......................................................................... Appendix C
Evaluation Period (see Period Of Evaluation)
Evaluation – Probationary Faculty [see Evaluation – Contract (Probationary) Faculty]
EX Status ........................................................................... 17 C; 17 F 6
Exchange Leave ........................................................................... 25 C
Exclusive Representative ......................................................... 19
Exclusive Representatives ......................................................... 27
Experience (see also Rating-In) .................................................. 30 A-B; Appendix A A 1 b
Experience Credit ....................................................................... 30 B
Facilities Planning Committee (see Committees)
Faculty Duties .............................................................................. Appendix Q
Faculty Offices ........................................................................... 9 B
Faculty Position Hiring Prioritization Committee (see Committees)
Faculty Service Areas ............................................................... 21 A–F; Appendix F, Appendix P
Faculty Service Areas – Appeal Procedure ................................ 21 D
Faculty Unit ............................................................................... 2; 3; 8 E; 14 F 4; Appendix A A 1 h footnote
Faculty Unit – List of Class Codes ........................................... Appendix H
Family and Medical Leave .......................................................... 25 K
Family Illness Leave .................................................................. 25 A 2 a; 25 I 5 f; 25 K 3
Federal Laws ............................................................................... 6 E; 12 B 1; 27 I A 9; 27 I B 2; 27 II A 3
FESK .......................................................................................... Appendix A A 2 d, 3 d; Appendix D
FESK–sub .................................................................................. Appendix A A 2 e, 3 e; Appendix D
Flex Days (see Professional Development Days)
Fractional Assignment ............................................................ 13 B; 15 A 4 a; Appendix D; Appendix D (Proportional Basis)
Fringe Benefits (see Employee Benefits)
FSA (see Faculty Service Areas)
FTEF .......................................................................................... 23 I; Appendix D
FTEP ......................................................................................... 13 A 12 e; 17 C; 17 F 5; Appendix D; Appendix D (Designated Vice Chair)
Appendix L 2003–01 MOU
Full Assignment .................................................................... 13 A; 13 C 1; 43 A 1
Full Assignment, Intersession (see Intersession – Full Assignment)
Full Load (see also Standard Teaching Load, Standard Work Load) .... 14 E 1 b (3); 16 B 4 a; 39 C; 39 D;
43 A 1; 26 Option 1 5 b; Appendix D (Standard Teaching Load, Standard Work Load)
Full-time Summer Intersession Priority Number List Template ........ Appendix R
Full-time Winter Priority Number List Template ......................... Appendix R
General Provisions ................................................................... 6 A–E
GESK .......................................................................................... Appendix A A 2 c, 3 c; Appendix D
Governmental Order Leave ........................................................ 25 D
Grades ....................................................................................... 13 D 8 f, g
Green Practices ........................................................................ 9 E
Grievance – AFT Rights ............................................................ 8 E, I
Grievance – Defined .................................................................. 28 A 1
Grievance – Matters Excluded .................................................. 14 E 4; 16 C 5; 16 C 7; 28 A 1 a–e; 41 F 3
Grievance – Mediation ............................................................... 28 F 3
Grievance – Representative ...................................................... 28 A 8
Grievance – Respondent ............................................................ 28 A 3
Grievance – Rights and Responsibilities .................................. 28 B
Grievance – Step One ................................................................. 28 D
INDEX

Illness Leave – Effect on Holiday Pay .......................................................... 11 F; 25 E 6
Illness Leave – Effect on Seniority .................................................................. 25 E 8
Illness Leave – Employment While On .......................................................... 25 E 11
Illness Leave – Exhaustion of ......................................................................... 25 E 5
Illness Leave – Extended .............................................................................. 25 E 4
Illness Leave – Full Time ............................................................................. 25 E 2 a
Illness Leave – Intersession .......................................................................... 25 E 2 d
Illness Leave – Request Procedure ................................................................. 25 E 9
Illness Leave – Return to Service ................................................................. 25 E 12
Illness Leave – Substitute ........................................................................... 25 E 2 c
Illness Leave – Verification Forms ................................................................. 25 E 9–10; 25 Q
Individual Contracts ..................................................................................... 6 G; 40 C 6; 41 D 3, 4; 41 G
Industrial Accident Leave ............................................................................ 25 F
Information Distribution ............................................................................... 6 B; 8 B, E, F
Information Technology Committee (see Committees) ........................................ 13 D 8 a–g; 32 II; Appendix Q A 5
Institutional Obligations .............................................................................. 9 C
Instructional Support ................................................................................... 13 A 12 a; 13 D 5; 40 A 1; 40 D 1–6; Appendix D (ITV)
Instructor Peer Evaluation Form .................................................................... Appendix C
Instructor Special Assignment ....................................................................... 3; 13 A 7; 13 D 11-13; 13 Table B; 16 B 4 d; Appendix D (ISA). Appendix H
Instructor Special Assignment Eligibility......................................................... 13 D 11–13
Instructor Special Assignment Workweek .................................................... 13 A 7
Intellectual Property .................................................................................... 41
Intellectual Property – Copyright Ownership ............................................... 41 D
Intellectual Property – Definition ................................................................. 41 B
Intellectual Property – Works Covered ........................................................ 41 C
Intersession ................................................................................................. 15
Intersession – “80% rate” ........................................................................... 15 A 4 a; 15 B 5 e
Intersession – Appeals on Priority Matters .................................................. 15 D
Intersession – Bumping ............................................................................... 15 B 6 e
Intersession – Class Size ............................................................................ 15 A 7
Intersession – Committee (see Committees) .................................................. 15 A 1
Intersession – Definition ............................................................................ 15 C
Intersession – Eligibility for Full-time Faculty ............................................. 15 C 5
Intersession – Faculty on Leave Eligibility .................................................. 15 C 5
Intersession – Full Assignment .................................................................. 15 A 4 a, b; 15 B; 15 B 5 a, e
Intersession – Illness Leave ......................................................................... 25 E 2 d
Intersession – Multiple Summer Sessions ................................................... 15 B 5 e
Intersession – Offers Of Assignments ............................................................. 15 A 2; 15 B; 15 B 5 e
Intersession – Office Hours ......................................................................... 15 A 4 c
Intersession – Pay ....................................................................................... 15 A 4 a, b
Intersession – Priority ................................................................................ 15 B
Intersession – Priority Chart for Full-time Faculty ....................................... 15 B 5 b
Intersession – Priority for Contract (Probationary) Instructors .................... 15 B 5 c
Intersession – Priority for Temporary Adjunct Faculty ................................ 15 B 3, 6
Intersession – Priority Upon transfer ........................................................... 15 C 6
Intersession – Refusal ................................................................................ 15 C 2, 3
Intersession – Retiree Eligibility ................................................................. 15 C 4
Intersession – Sabbatical Leave, Count Toward .......................................... 16 C 4
Intersession – Summer .............................................................................. 15 A 4 a
Intersession – Winter ................................................................................ 15 A 4 b
Intersession – Withdrawal After Acceptance ............................................. 15 C 7
Intranet Access ......................................................................................... 9 B 1, 4; 9 C
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part–Timers’ Pension Plans (see Adjunct Retirement Plans)</td>
<td>Appendix D; Appendix L 2002–07 MOU</td>
</tr>
<tr>
<td>Pay By Class (see also Pay By Course, Level Pay)</td>
<td>Appendix D; Appendix L 2002–08 MOU</td>
</tr>
<tr>
<td>Pay By Course (see also Pay By Class, Level Pay)</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Payroll Deduction</td>
<td>8 A; 26 Option I 4; 37 B 4</td>
</tr>
<tr>
<td>Peer Evaluation Committee (see also Peer Review Committee)</td>
<td>32 J</td>
</tr>
<tr>
<td>Peer Evaluation Form</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Peer Review Committee (see Committees)</td>
<td>Appendix D</td>
</tr>
<tr>
<td>Peralta Instructors</td>
<td>Appendix L 1992–07 MOU</td>
</tr>
<tr>
<td>PERB</td>
<td>2; 3</td>
</tr>
<tr>
<td>Percentage Limitation (see also 60% Limit, 60% Rule, 67% Rule)</td>
<td>13 C 1; 13 D 5</td>
</tr>
<tr>
<td>Performance Coach</td>
<td>45 D</td>
</tr>
<tr>
<td>Performance Coaching Task Force</td>
<td>45 D</td>
</tr>
<tr>
<td>Period of Evaluation of Department Chair</td>
<td>19 D</td>
</tr>
<tr>
<td>Period of Evaluation of Director, ISA, CU, Nurse</td>
<td>19 C</td>
</tr>
<tr>
<td>Period of Evaluation of Probationary Faculty</td>
<td>42 C–E</td>
</tr>
<tr>
<td>Period of Evaluation of Temporary Faculty</td>
<td>19 E</td>
</tr>
<tr>
<td>Period of Evaluation of Tenured Faculty</td>
<td>19 G, H</td>
</tr>
<tr>
<td>Permanent Employee (see also Regular Faculty Member, Defined; Regular Employee)</td>
<td>25 O 2; Appendix D; Appendix L 1993–01 MOU</td>
</tr>
<tr>
<td>Personal Annual Leave (see PAL Day)</td>
<td>Appendix D</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>25 I, P Q e</td>
</tr>
<tr>
<td>Personal Necessity Leave</td>
<td>25 I</td>
</tr>
<tr>
<td>Personal Necessity Leave – Limitations</td>
<td>25 I 6</td>
</tr>
<tr>
<td>Personal Necessity Leave – Qualifying Event</td>
<td>25 I 5</td>
</tr>
<tr>
<td>Personnel Files</td>
<td>24; 28 B 9; 28 G 6</td>
</tr>
<tr>
<td>Playoff Stipend</td>
<td>Appendix A A 2</td>
</tr>
<tr>
<td>Political Rallies</td>
<td>31 B</td>
</tr>
<tr>
<td>POP (see Premium Only Plan)</td>
<td>8 B</td>
</tr>
<tr>
<td>Portal Access</td>
<td>9 B 1, 4; 9 C</td>
</tr>
<tr>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Prefunding Retiree Health Benefits</td>
<td>27 I A 12</td>
</tr>
<tr>
<td>Pregnancy Disability Leave</td>
<td>25M</td>
</tr>
<tr>
<td>Premium Only Plan</td>
<td>27 I A 4 a; 27 II; 27 II A; 27 II A 1 e, g; 27 II A 2; Appendix D</td>
</tr>
<tr>
<td>Preparation Salary Schedules</td>
<td>Appendix D (D Basis, Monthly Rate); Appendix L 2002–09 MOU</td>
</tr>
<tr>
<td>Pre–Retirement Reduction in Workload Program</td>
<td>Appendix L 2002–08 MOU</td>
</tr>
<tr>
<td>Printing of Agreement</td>
<td>8 D</td>
</tr>
<tr>
<td>Pro Rata Pay</td>
<td>43 A; Appendix L 2002–08 MOU, 2002–09 MOU, 2008–03 MOU</td>
</tr>
<tr>
<td>Probationary Employee (see Probationary Faculty Member; Contract Employee)</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Probationary Faculty Evaluation (see also Evaluation – Contract (Probationary) Faculty)</td>
<td>42 C 1, Appendix D; Appendix L 2003–07 MOU</td>
</tr>
<tr>
<td>Probationary Faculty Member</td>
<td>13 D 6; 16 A 3; 19 C 2, Q; 42 C 1, Appendix D; Appendix L 2003–07 MOU</td>
</tr>
<tr>
<td>Probationary Faculty Member, Defined (see also Contract Faculty Member)</td>
<td>42 C 1, Appendix D; Appendix L 2003–07 MOU</td>
</tr>
<tr>
<td>Professional Conference Fund</td>
<td>23 D–F</td>
</tr>
<tr>
<td>Professional Development</td>
<td>10 D 1–3; 13 D 8 e; 19 F 4; 23 C 1; 25 D 6, J 1, O 5; 40 B 3; 42 C 3, H 4</td>
</tr>
<tr>
<td>Professional Development Days</td>
<td>10 D 1–4; Appendix M</td>
</tr>
<tr>
<td>Professional Development Obligation (see also Professional Development Days)</td>
<td>Appendix Q A 6</td>
</tr>
<tr>
<td>Professional Development Rules and Practices</td>
<td>10 D</td>
</tr>
<tr>
<td>Professional Growth (see Professional Development)</td>
<td>10 D</td>
</tr>
<tr>
<td>Professional Growth Committee (see Committees)</td>
<td>Appendix Q</td>
</tr>
<tr>
<td>Professional Responsibilities</td>
<td>Appendix Q</td>
</tr>
</tbody>
</table>

**INDEX**

LACCD & AFT Agreement 2011-2014
Secret Ballot
Seniority Lists
Seniority Rights
Service Credit
SFP
Sign Off (see Ratification)
SLO
SLOAC
Smoking in Offices
Social Security
Staffing – Clerical & Technical
Staffing – Counselors
Staffing – Librarians
Standard Annual Load
Standard Hour (see also Annual Load; Pay By Course)
Standard Load Factor
Standard Teaching Hours – Load
Standard Teaching Hours Per Semester
Standard Teaching Hours Per Year
Standard Work Hours – Load
Standard Work Loads Per Semester
Standard Work Loads Per Year
Step Advance
Step Placement
Stipend (see Coaching Stipend, Playoff Stipend, Athletic Director Stipend, D/DL Large Class Size Stipend)
STRS Cash Balance Plan
STRS Defined Benefit Plan
STRS, Defined (see also CalSTRS)
Student Evaluation of Counselor Form
Student Evaluation of Instructor Form
Student Evaluation of Online Instructor Form
Student Evaluations
Student Workers
Study Leave
Subpoena
Substantial Support
Substitute – Holidays
Substitute, Rates – Day to Day
Substitutes, Rates
Successor Agreement
Supplemental Instructor
Supplemental Instructor Rate
Supplementary Assignments and Pay
Supplies, Instructional
Tax Sheltered Annuities (see Tax Sheltered Retirement Plans)
Tax Sheltered Retirement Plans
Teaching Hours For New Disciplines
Teaching Hours (see also Assignment; Standard Teaching Hours)
<table>
<thead>
<tr>
<th>Technical Support (see also Clerical/Technical Support)</th>
<th>9 C; 27 I A 8 b; 40 B 2; 44</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Access</td>
<td>9 B 1, 4; 17 F 6 c</td>
</tr>
<tr>
<td>Telephone Notice</td>
<td>20 B; 27 III G 4</td>
</tr>
<tr>
<td>Telephone Numbers and Addresses</td>
<td>8 E, F; 27 III G 4</td>
</tr>
<tr>
<td>Temporary Adjunct Priority Number List Template</td>
<td>Appendix R</td>
</tr>
<tr>
<td>Temporary Employee (see also Temporary Faculty Members – Defined)</td>
<td>19 E; Appendix D</td>
</tr>
<tr>
<td>Temporary Faculty – Committee Participation</td>
<td>32 II</td>
</tr>
<tr>
<td>Temporary Faculty Members – Defined</td>
<td>19 E</td>
</tr>
<tr>
<td>Tenure Review</td>
<td>42</td>
</tr>
<tr>
<td>Tenure Review Committee</td>
<td>42</td>
</tr>
<tr>
<td>Tenured Faculty – Evaluation (See Evaluation – Tenured Faculty)</td>
<td></td>
</tr>
<tr>
<td>Tenured Faculty Member, Defined (see also Regular Faculty Member or Employee)</td>
<td>19 B</td>
</tr>
<tr>
<td>TOP Code (see also QTOP Code)</td>
<td>13 Table A; Appendix E; Appendix F; Appendix P</td>
</tr>
<tr>
<td>TOP Discipline</td>
<td>13 Table A; Appendix E; Appendix F</td>
</tr>
<tr>
<td>Transfers</td>
<td>15 C 6; 34</td>
</tr>
<tr>
<td>Transfers – Administrative</td>
<td>34 D</td>
</tr>
<tr>
<td>Transfers – Exchange</td>
<td>34 C</td>
</tr>
<tr>
<td>Transfers – Permanent</td>
<td>34 A</td>
</tr>
<tr>
<td>Transfers – Temporary</td>
<td>34 B</td>
</tr>
<tr>
<td>Travel Leave</td>
<td>25 P 1 h</td>
</tr>
<tr>
<td>Travel/Study</td>
<td>15 A 6</td>
</tr>
<tr>
<td>TSA (see Tax sheltered Annuities)</td>
<td></td>
</tr>
<tr>
<td>Tuition Reimbursement Fund</td>
<td>23 A; 23 C 1, 4; 23 G–I</td>
</tr>
<tr>
<td>Underload</td>
<td>13 A 1; 13 D 4 d 2; 13 D 5; 16 D 1 b; Appendix D (Non–Standard Annual Load);</td>
</tr>
<tr>
<td>Union (see Los Angeles College Faculty Guild and AFT – Defined)</td>
<td></td>
</tr>
<tr>
<td>Union Dues (see also Agency Fee; Agency Shop)</td>
<td>37 B 3, 4</td>
</tr>
<tr>
<td>Unpaid days (see Non–Duty Days)</td>
<td></td>
</tr>
<tr>
<td>Use of Facilities</td>
<td>8 B</td>
</tr>
<tr>
<td>Vacation Day(s)</td>
<td>11; 11 B, D 2 a; 11 E – F; 25 E 3 b; Appendix D</td>
</tr>
<tr>
<td>Vacation Days, Floating</td>
<td>25 E 3 b; Appendix D</td>
</tr>
<tr>
<td>VDT</td>
<td>9 H; Appendix D; Appendix G</td>
</tr>
<tr>
<td>VDT Policy</td>
<td>9 H; Appendix G</td>
</tr>
<tr>
<td>Vice Chair</td>
<td>13 C, F; 16 E 6; 17 C, F; Appendix L 2003–07 MOU</td>
</tr>
<tr>
<td>Vice Chair, Appointed (see Appointed Vice Chair)</td>
<td></td>
</tr>
<tr>
<td>Vice Chair, Designated (see Designated Vice Chair)</td>
<td></td>
</tr>
<tr>
<td>Vision Benefits for Active Employees</td>
<td>27 I A 1; 27 I A 4 a, b, e</td>
</tr>
<tr>
<td>Vision Benefits for Adjunct Faculty</td>
<td>27 I A 1 e; 27 II A 2 b; 27 II B</td>
</tr>
<tr>
<td>Vision Benefits for Retirees</td>
<td>27 III A, E 4</td>
</tr>
<tr>
<td>Wage–Step Placement</td>
<td>30</td>
</tr>
<tr>
<td>Walk–on Assistant Coach</td>
<td>14 E 4, 7; Appendix A A 1 h</td>
</tr>
<tr>
<td>Walk–on Head Coach</td>
<td>14 E 2, 7; Appendix A A 1 h</td>
</tr>
<tr>
<td>WEC (see Committees)</td>
<td></td>
</tr>
<tr>
<td>WEC Chairperson</td>
<td>9 E</td>
</tr>
<tr>
<td>Wellness Services</td>
<td>27 I C</td>
</tr>
<tr>
<td>Witness</td>
<td>25 D 1; 25 I 5 e; 28 G 5, 6</td>
</tr>
<tr>
<td>Work Environment</td>
<td>9; Appendix G</td>
</tr>
<tr>
<td>Work Environment Committee (see Committees)</td>
<td></td>
</tr>
<tr>
<td>Work Experience Leave</td>
<td>25 N</td>
</tr>
<tr>
<td>Workblocks</td>
<td>13 D 2 – 4; Appendix D</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>25 F 1</td>
</tr>
<tr>
<td>Working Days</td>
<td>25 F 1</td>
</tr>
<tr>
<td>Workload (see Load)</td>
<td>28 A 4</td>
</tr>
<tr>
<td>Workweek</td>
<td>13 D 1, 3; Appendix D (Workblock)</td>
</tr>
<tr>
<td>Z Basis</td>
<td>Appendix D</td>
</tr>
</tbody>
</table>
AGREEMENT

BETWEEN THE

LOS ANGELES COMMUNITY COLLEGE DISTRICT

AND THE

LOS ANGELES CITY AND COUNTY SCHOOL EMPLOYEES UNION

LOCAL 99, S.E.I.U.

July 1, 2011 – June 30, 2014
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>RECOGNITION</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>AGREEMENT</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>NONDISCRIMINATION AND DIVERSITY COMMITMENT</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>MANAGEMENT RIGHTS</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>RENEGOTIATION, SEVERABILITY, AND WAIVER</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>UNION RIGHTS</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>ORGANIZATIONAL SECURITY</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>HOURS AND OVERTIME</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>LEAVES AND ABSENCES</td>
</tr>
<tr>
<td>SECTION 1</td>
<td>GENERAL PROVISIONS</td>
</tr>
<tr>
<td>SECTION 2</td>
<td>ANNUAL PHYSICAL LEAVE</td>
</tr>
<tr>
<td>SECTION 3</td>
<td>ASSAULT AND BATTERY LEAVE</td>
</tr>
<tr>
<td>SECTION 4</td>
<td>BEREAVEMENT LEAVE</td>
</tr>
<tr>
<td>SECTION 5</td>
<td>COURT SUBPOENA ABSENCES</td>
</tr>
<tr>
<td>SECTION 6</td>
<td>ILLNESS LEAVE</td>
</tr>
<tr>
<td>SECTION 7</td>
<td>INDUSTRIAL ACCIDENT LEAVE</td>
</tr>
<tr>
<td>SECTION 8</td>
<td>JURY DUTY LEAVE</td>
</tr>
<tr>
<td>SECTION 9</td>
<td>MATERNITY LEAVE</td>
</tr>
<tr>
<td>SECTION 10</td>
<td>MILITARY LEAVE</td>
</tr>
<tr>
<td>SECTION 11</td>
<td>MISCELLANEOUS LEAVES</td>
</tr>
<tr>
<td>SECTION 12</td>
<td>PEACE CORPS, RED CROSS OR MERCHANT MARINE LEAVES</td>
</tr>
<tr>
<td>SECTION 13</td>
<td>PERSONAL NECESSITY LEAVE</td>
</tr>
<tr>
<td>SECTION 14</td>
<td>RETRAINING AND STUDY LEAVE</td>
</tr>
<tr>
<td>SECTION 15</td>
<td>UNION CONVENTION LEAVE</td>
</tr>
<tr>
<td>SECTION 16</td>
<td>ORGANIZATION LEAVE</td>
</tr>
<tr>
<td>SECTION 17</td>
<td>WORK-RELATED ABSENCE</td>
</tr>
<tr>
<td>SECTION 18</td>
<td>CASUAL ABSENCE</td>
</tr>
<tr>
<td>SECTION 19</td>
<td>FAMILIES AND MEDICAL LEAVE(MANDATORY)</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>TRANSFER AND SHIFT CHANGE</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>SAFETY</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>PERFORMANCE EVALUATION PROCEDURES</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>VACATION</td>
</tr>
</tbody>
</table>
The Los Angeles Community College District Board of Trustees, together with its administrative staff and representatives (hereafter referred to as "District") and the Los Angeles City and County School Employee’s Union, Local 99 of the Service Employees’ International Union, together with its officers and representatives (hereafter referred to as the "Union") hereby enter into this Agreement in a spirit of mutual commitment to enhance welfare, excellence, and prestige of the Los Angeles Community College District, and join in dedication to the students, classified employees and community we are pledged to serve.

ARTICLE 1 RECOGNITION

The District recognizes that the Union was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular full-time and regular part-time classified employees of the District who are assigned to classifications in Unit 2, Maintenance and Operations, as enumerated and listed in Appendix A.

**Full-time Employee:** An employee who is assigned to work from thirty-five (35) to forty (40) hours per week.

**Part-time Employee:** An employee who is assigned to work less than thirty-five (35) hours per week.

Definition of the following terms shall be in accordance with the version of Personnel Commission Rule 500 which is in effect: Regular Employee, Probationary Employee, Permanent Employee, Provisional Employee, Substitute and Relief Employees.

ARTICLE 2 AGREEMENT

A. The Articles and Provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Union.

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

C. This Agreement shall be effective on the date it is approved and executed by the parties except as specifically provided otherwise in this Agreement and shall continue in full force and effect until June 30, 2014, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days written notice and/or a new contract has been negotiated.
ARTICLE 3 NONDISCRIMINATION AND DIVERSITY COMMITMENT

A. **Nondiscrimination:** The District and the Union agree not to discriminate against any employee covered by this Agreement because of his/her political activities, political beliefs, District approved Union activities, or Union membership and because of race, color, creed, national origin, religion, marital status, veterans status, or sexual orientation, and to the extent prohibited by law, no employee shall be discriminated against because of age, sex, or physical handicap.

B. No employee shall be coerced, intimidated or otherwise discriminated against for the exercise of rights guaranteed by federal or state laws, the rules and regulations of the Public Employment Relations Board or the provisions of this Agreement.

C. **Harassment (Non-Sexual)**
   1. The District has established policies regarding sexual harassment, which policies are the exclusive procedures for allegations of such conduct (Board Rule Chapter XV). This section defines harassment of a non-sexual nature.

   2. No unit employee shall be subjected to harassment. Harassment, for the purposes of this section, is defined as a verbal or physical behavior, by a manager, or behavior of another of which the manager should reasonably have been aware, or is aware and has taken no corrective action, which creates a hostile work environment.

   A hostile work environment, for the purposes of this section, exists when there is specific evidence of a pattern or practice of verbal or physical behavior, which would be offensive to a reasonable person, and which is severe and pervasive enough to adversely affect an employee's work environment or is so deplorable, or egregious, it warrants immediate action. Reasonably omitted are meetings between a supervisor and an employee, wherein discipline will be communicated. Employees shall retain the right to seek SEIU Local 99 representation (Article 12, G).

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

   3. **Complaint Procedure:** A complainant of non-sexual harassment shall first present his/her complaint to his/her immediate supervisor, in writing, with a copy to the President or Division Head. Employees shall retain the right to seek SEIU Local 99 representation (Article 12, G). If the complaint is against the immediate supervisor, the complainant shall present the complaint to the next higher level of supervision. The person to who the complaint was submitted shall investigate the complaint, interview all parties as identified by the complainant and any other relevant parties, and shall provide a written response within ten (10) working days to the complainant and the President or Division Head. If the complainant has not received the response or is not satisfied, the
complainant may avail himself/herself to the procedure in paragraph 4 below. There shall be no resolution that is in conflict with the provisions of the contract.

4. Employees who believe they have been subjected to harassment as defined in this section will first attempt mediation. If after mediation the complaint has not been resolved, the complaining party may file a grievance as set forth in Article 20, E. Steps 1 through 3. No employee shall knowingly file false allegations of harassment.

D. **Commitment to Diversity** – The District shall strive to maintain a Maintenance and Operations Unit workforce that is diverse and reflective of the populations served by the District.

E. Further, the District agrees to treat each employee in a fair and equitable manner, and shall insure that employees do not work in an environment, which is unreasonable, intimidating or hostile. This section shall be grievable under the terms of Article 20, Grievance Procedure.

F. Discrimination complaints filed with the District or a college by employees covered by this Agreement shall be processed in a timely manner and in accordance with the District's complaint processing procedures for each specific complaint. This section shall not be grievable under the terms of Article 20, Grievance Procedure.

**ARTICLE 4 MANAGEMENT RIGHTS**

A. The intention of this Article is to provide that the District retain all rights and powers, which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of the Union or the employees as provided in the other Articles of this Agreement. In the event there is a conflict between the rights of the District under this Article and the rights of the Union or employees as set forth in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

B. The District has all the customary and usual rights, powers, functions, and authority established in California Government Code Section 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision, and control of the District operations, working force and facilities are vested in the Board. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct, and control the District business operations and working force; to hire, suspend, transfer, lay off, discipline or discharge employees; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the District.

C. The Board of Trustees may legally delegate or assign any District rights or responsibilities to management or to such other official persons, divisions, departments, and committees as it shall determine appropriate.
D. The District shall not contract out work, which is exclusively performed by classifications, which are part of the Maintenance and Operations Unit as of the execution of this Agreement, except as specifically provided in other sections of this Agreement.

Any disputes arising out of the interpretation or implementation of this Article shall be resolved by the District and the Union in a good faith effort at reaching agreement.

ARTICLE 5  RENEGOTIATION, SEVERABILITY, AND WAIVER

A. In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other, not before six (6) months prior to the expiration date of the Agreement, a written request to commence negotiations as well as an initial written proposal for such successor Agreement. Upon receipt of such written notice and proposal(s), negotiation shall commence not later than ten (10) working days after all conditions of Government Code Section 3547 are met. The District shall implement the request for renegotiation in a timely manner.

B. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

D. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

E. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Article shall not be subject to the grievance provisions of Article 20.
ARTICLE 6 UNION RIGHTS

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

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

C. The District shall furnish to the Union, upon request, all available information that is available to the public concerning items affecting the unit. Such public information may include but not be limited to financial reports and audits, roster of all unit personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and other such information as will assist the Union in fulfilling its function, together with information which may be necessary for the Union to process any grievance or complaint.

D. The District agrees to recognize Shop Stewards selected by the Union, pursuant to its own procedures, provided that the Union notify the District in writing as to the names and locations of such Shop Stewards.

The Union may select up to a maximum of four (4) Shop Stewards per college campus. If the Union selects the full complement of four (4) Shop Stewards at any one (1) campus, only one (1) Shop Steward shall be designated per shift from any operational unit. If four (4) Shop Stewards are assigned, one (1) shall serve as an alternate.

Reasonable released time shall be increased to the current District formula as it applies to all units and/or shifts and shall be used by all Shop Stewards for the purpose of representing employees in grievance resolution, disciplinary matters and Personnel Commission matters. Formal grievance meetings, DBPAC, PAC, and committee meetings and related activities shall not be charged against this maximum.

E. Shop Stewards shall have the right to:

1. Post, initial, and date official Union notices on designated bulletin boards,

2. Report to the appropriate administrator, upon discovery and without delay, any unsafe conditions at the work sites,
3. A maximum of thirty (30) minutes after a regularly scheduled meeting (e.g. shift meetings) to access all members during paid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events.

4. **Steward Network Augmentation Program (SNAP):** Stewards shall be permitted reasonable release time including travel time to campuses other than their own for the purpose of representing a unit member under the following conditions:

   a. The union shall designate three (3) stewards, referred to as “Traveling Stewards” who shall be the only stewards allowed traveling to campuses other than their own under this section.

   b. The purpose of Traveling Stewards is to provide physical representation at colleges with no stewards, or to provide telephonic representation assistance to new stewards for a limited period of time.

   c. At colleges with no stewards at the start of this program, Traveling Stewards may physically travel to that college for the sole purpose of representing employees at meetings which are likely to lead to discipline until at least one steward is recruited for that college, or for a period not to exceed six (6) months from the start of this program, whichever occurs first.

   d. New stewards with less than six (6) months of experience shall be allowed to request telephonic representation assistance from Traveling Stewards. The new steward must attend all meetings or conferences in which the Traveling Steward is involved.

   e. A Traveling Steward shall at all times inform her/his Supervisor in writing whenever she/he leaves the workplace pursuant to this section. If the Traveling Steward is leaving the campus, the Traveling Steward shall provide her/his Supervisor with at least two (2) working days advance written notice. Such notice shall include the destination and expected time away from the home college.

   f. The District’s nine (9) colleges shall be divided into three (3) regions as follows: Region 1 – Pierce, Valley, Mission; Region 2 – Trade, City, East; Region 3 – West, Southwest, and Harbor. Traveling Stewards’ actual travel shall be limited to the three colleges within their assigned Region.

   g. No more than once per month for each college with no stewards, thirty (30) minutes of access to all members (e.g. shift meetings) will be granted upon request to the Staff Guild, for the purposes of recruiting stewards.

   h. This program shall end on June 30, 2009, unless extended by mutual consent of the parties which must be in writing.
F. Released Time for Negotiations: No more than nine (9) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District for renegotiating a successor Agreement to this contract. No more than five (5) employees may be released for re-opener negotiations pursuant to Article 19 of this Agreement. Employees shall be granted compensatory time off for time spent on negotiating meetings. This time will be taken off in no less than eight (8) hour segments or a complete work day/shift. Employees attending bargaining team meetings shall be granted four (4) hours, or as otherwise negotiated at the time, release/compensatory release time off for each negotiation session with the District, for the purpose of preparing for negotiations.

G. The District shall make available at all locations and for all shifts, Personnel Commission Rules, Board Rules and site policies for the perusal by employees in the Union. The District shall attempt to maintain said rules on a current basis.

H. The Union shall be responsible for informing both the District and its Unit members of the name(s), shift(s), and work locations(s) of the Shop Stewards at each worksite. The District shall be responsible for keeping appropriate Supervisors and managers informed of these appointments.

I. Site Policies must conform to the provisions of this Agreement. When it is necessary to conform to new site policies or review existing policies, the Shop Steward at the location who has been designated by the Union shall be consulted by the appropriate management employee; the Shop Steward will be invited to comment on the proposed additions or changes, and where appropriate, and where it affects the unit members, his/her suggestions shall not be unreasonably denied. Shop Stewards may request to meet with the site managers to discuss either the development of new site policies or the revision of existing site policies. When a site policy affecting bargaining unit employees is developed, revised, or eliminated the college will provide the Shop Steward and the Union with a copy of that site policy prior to the effective date of such policy. Nothing in this section shall be construed as limiting those rights set forth in Article 4, Management Rights.

J. Union Executive Board members and Stewards shall be granted release time, and when applicable compensatory release time, to attend District meetings where the Union holds a voting seat or has a right or invitation to attend. No more than one (1) District employee, whether Executive Board member or Steward, shall be granted release time per meeting. Nothing in this section shall restrict release time pursuant to any other part of this Agreement. Meetings, for the purpose of this section, shall be limited to:

a. LACCD Joint Labor Management Benefits Committee
b. LACCD Personnel Commission
c. LACCD Board of Trustees
d. College Council
e. College Budget & Finance Committee
f. College Safety Committee
g. College Environment or Work Environment Committee
h. Other ad hoc District-wide committees that directly affect Union members, and in which other classified unions routinely participate.

K. The District shall grant a maximum of .5 FTE (1040 hours) of release time with pay annually to the Union to be allotted by the Union among its officers and shop stewards. Such time is granted by the District for the purpose of facilitating the union’s processing of grievances and the implementation of this Agreement.

The release time shall be taken on a fixed schedule, which may vary upon advance notification, whenever possible, to the employee’s Supervisor or designee. The release time shall be considered “on duty” time for the reporting of absences. Written notice requesting the release time and indicating the name(s) of employees, location and amount of release time allocated for each employee shall be provided to the District by the Union at least three (3) weeks before the effective date. As necessary, the union may reassign release time. The Union must inform the District, in writing of such release time.

ARTICLE 7 ORGANIZATIONAL SECURITY

A. The District shall deduct and make appropriate remittance to Local 99 all dues and/or service fees as regulated by the dues structure of Local 99, within thirty (30) days of the deduction, in accordance with the following:

1. The District shall deduct Union dues for those unit members who have the appropriate Union dues deduction card on file with the Disbursements Branch of the Business Services Division.

2. The District shall deduct amounts equivalent to Union dues for all members of the unit who do not have a Union dues deduction card on file with the Disbursements Branch of the Business Services Division.

3. Unit members, who object, on religious grounds, to paying Union dues or agency fees, shall apply to Local 99 for exemption to 7.A.1. or 7.A.2. above. If the exemption is agreed upon by Local 99, the District shall deduct the equivalent of Union dues and pay that sum to one of the non-profit charitable organizations approved by the District for payroll deductions.

4. Employees, having regular status in the District in a classification not represented by the Maintenance and Operations Unit, who are assigned on a provisional basis in lieu of an eligibility list or on a substitute basis to a classification represented by the Maintenance and Operations Unit, shall be represented by the Maintenance and Operations Unit for the duration of that assignment. Such employees shall be responsible for paying Union dues or service fees to the Maintenance and Operations Unit for the period of time they are assigned. Management and confidential employees with additional assignments covered by this Agreement shall not be required to pay Union dues or agency fees.
5. District shall not be liable to Local 99 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employees. Local 99 agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article, or, in reliance of any list, notice certification or authorization furnished under this Article. Local 99, in addition, agrees it should refund to the District any sums paid to it in error.

The Los Angeles Community College District agrees to deduct and transmit to SEIUCOPE (Committee on Political Education) Local 99, a given amount per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Local 99. These transmittals shall occur for each payroll period and shall be accompanied by an electronic list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

6. The Los Angeles Community College District agrees to provide a monthly electronic list of the employees who work within the bargaining unit that SEIU Local 99 represents. This list should include employee number, name, home address, home phone number, worksite, job classification, hours worked per day, dues deducted and COPE contribution.

B. After the close of each pay period, the District shall provide the Union with a listing of all newly hired unit members, to include the employee's name, employee number, work location, classification, date of hire, home address and telephone number, and the dues deduction status and a similar listing for all existing unit members which, in addition to the above information, shall contain the type of deduction being taken from each employee in connection with this Article.

ARTICLE 8 HOURS AND OVERTIME

A. Workweek and Workday

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

2. Nothing in this Article shall be deemed to bar the District from establishing an alternative workweek in accordance to the law. If the District establishes a ten (10) hour per day forty (40) hour per week schedule for any Maintenance and Operations Unit employee, on weeks when holidays occur, such employees’ schedules shall revert back to a five (5) day, eight (8) hour per day week. When an employee works an alternative workweek and is out on bereavement, he/she shall be compensated for a complete work day/shift. The
implementation of an alternative workweek schedule, however, will not occur without prior consultation with the Union. For the purposes of computing hours worked, time during which an employee is excused from work because of holiday, vacation, paid leaves, paid absences, or release time shall be considered as time worked by the employee.

3. Employees' daily hours of work and shift shall be established at the discretion of the District to meet the operational needs of the District. Elimination of an entire shift at any one (1) of the District's locations will not be made without prior consultation with the Union and negotiation over the impact of such change on the affected employees.

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

5. **Work Distribution**: Duties assigned to each Unit employee shall be assigned by management in a fair and impartial manner in accordance with the duties found in class specifications approved by the Personnel Commission and the Board of Trustees.

   During the year following the execution of the 2011-2014 Agreement, on a pilot basis of not less than one and one half (1 ½) years in length, at one (1) college to be selected by the District, the District shall assess all Maintenance and Operations Unit work assignments in the Custodial area using the above criteria, a standardized custodial manning formula, or time and motion study, and shall develop written work assignments for custodial employees based on that formula.

   a. The assessment and the development of the formula shall be done prior to the start of the pilot period by a committee composed of equal numbers of District and Union representatives.

   b. The committee shall convene within sixty (60) days from the date this Agreement is executed and shall complete its work within six (6) months. By mutual agreement of the parties, these time limits may be altered. The committee shall reconvene at the end of the pilot period to assess the effectiveness of the scheduling standards.

All assignments shall reflect the amount of work an employee can reasonably be expected to perform during one shift. Upon the request of the Union, the District shall assess the reasonableness of an assignment. If work which cannot be reasonably and equitably performed in a normal workday or workweek is assigned to Maintenance and Operations Unit employees, it shall be compensated as overtime pursuant to Article 8.B. and 8.D., or as additional hours, in accordance with Article 8.F.1.

6. A permanent change in an employee's daily hours of work, workweek, work shift, duties, and/or responsibilities is defined as a change which will exceed twenty (20) working days. A temporary change is defined as a change that will not exceed twenty (20) working days.
When a reasonable business necessity of the District necessitates a permanent or temporary change in daily hours of work, the work week, or the work shift, and that change does not affect an entire shift, the District shall first call for volunteers at the location where the change is to take place who wish to make the change. If no volunteers are available, the employee(s) in the required classification(s), at the location where the change is to take place, with the least seniority in the required classification(s), may be changed with at least three (3) weeks prior written notice. The Union shall have the right to consult with the District on the effects of the change.

A permanent or temporary involuntary change in work schedule shall not occur more than two (2) times in one (1) year from the last shift change.

7. Employees covered by this Agreement who work at a campus which decides to conduct classes on Saturday and/or Sunday shall not be required to change his/her work week to accommodate this class schedule without his/her written consent. No employee shall be required to perform services on Saturday or Sunday if the employee objects in writing that the assignment would conflict with his/her religious beliefs or practices. Enactment of this section shall not cause any change or disruption of existing work schedules that may already include Saturday or Sunday assignments as regular workdays.

8. Employment of either full-time or part-time students in any college work-study program, of GAIN work experience/education program participants, or of welfare recipients in a welfare-to-work program, shall not result in the displacement of classified employees covered by this Agreement.

B. Overtime

Overtime shall be compensated as either cash payment or compensatory time off at a rate equal to time and one-half (1 1/2) the regular rate of pay of the employee who worked overtime. If compensatory time off is granted in lieu of cash payment, such compensatory time off shall be taken by the employee during the fiscal year in which the overtime was worked. Accumulation of compensatory time off shall be limited to 240 hours; if an employee's balance equals or exceeds this amount, overtime must be in the form of cash payment. Compensatory time off remaining on the books as of the end of the "12" pay period each year shall be compensated by cash payment. Compensatory time off shall be taken at a time convenient to the employee provided that it is scheduled in advance and as determined by the Supervisor, would not unduly interfere with the operation of the Unit. Scheduled compensatory time off may not be canceled, unless an emergency situation exists. Nothing in this Article shall be construed to limit the District from requiring employees to take compensatory time off any time during the assignment period. Each unit employee shall be provided with his/her compensatory time balance upon written request of the employee.

Employees assigned a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or compensatory time off, for work authorized and performed in
excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.

Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.

Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required on the seventh (7th) day following the commencement of the regular workweek, or for hours in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.

C. Distribution of Overtime

1. Overtime will be distributed equally to all qualified employees at a given location, as the circumstances will permit. Each department or operational unit will maintain a list of qualified employees who have requested overtime assignments. The order of placement on the list shall be based upon the order in which the Supervisor has received the written request. In case of simultaneous requests, the order shall be based on seniority.

2. If overtime requires a special skill or knowledge as determined by the Supervisor, it shall be assigned to the employee with that special skill or knowledge who first appears on the overtime eligibility list. Employees with excessive tardiness or absence may, at the District’s discretion, be denied overtime. An employee who is denied overtime on the basis of excessive tardiness or absence may appeal this decision for further consideration to his/her site administrator or designee with five (5) days’ notice in writing, and may be represented by the Union, if he/she so desires, in such appeal.

3. A record of overtime worked shall be maintained by an employee’s immediate Supervisor. This log, called the "Accumulative Overtime Log (AOTL)," shall be the only basis for the resolution of disputes over the assignment of overtime in accordance with this Article. The log shall be maintained as follows:

   a. Logs shall be maintained on a pay period basis.
b. As overtime assignments are completed, the number of hours worked shall be entered next to an employee’s name. The number of overtime hours worked shall be totaled for each employee for each pay period. Holiday hours shall not be shown and shall not count in the computation of overtime hours.

c. Logs shall be maintained up-to-date, and shall be posted for inspection by Maintenance and Operations Unit employees at all times.

4. Employees who work an overtime assignment or are offered an overtime assignment from the overtime eligibility list and do not accept it, shall be placed at the bottom of the list for reassignment. Employees who are next on the eligibility list and work a regular schedule during the time the overtime becomes available, shall continuously be next on the list until the overtime is offered to him/her outside of his/her regular schedule.

5. Nothing in this section shall be deemed to bar the District from requiring the employee to work overtime in cases of emergency as determined by the District.

6. The District and the Union will comply with the Fair Labor Standards Act (FLSA).

7. When the need for overtime is reasonably foreseeable by management, no less than two (2) working days notice in advance of the assignment shall be given to the relevant employee seniority list. Eligible employees must commit to the overtime within twenty-four (24) hours or forfeit the assignment. Employees who take illness leave during the notice period after having committing to an overtime assignment in the same week pursuant to this section shall forfeit the overtime assignment.

D. Call Back

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

E. Lunch Break and Rest Period

1. Lunch Break: All employees covered by the Agreement who work for more than four (4) hours a day shall be provided an uninterrupted daily unpaid thirty (30) minute or one (1) hour lunch break to be scheduled at approximately the halfway point of their work schedule whenever feasible. At the convenience of the employee and with the concurrence of the Supervisor, the unpaid lunch break may be extended for a period of no longer than one (1) hour as determined by the District. Once an employee has selected a lunch break period as described above, he/she shall continue with this lunch break period for the fiscal year.

2. Unless the employee is relieved of all duty during the specified lunch break, such break shall be considered an "on duty" meal period and counted as time worked. An "on duty"
meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty.

3. **Rest Period:** All employees who work four (4) hours or more but less than seven (7) hours shall be granted a fifteen (15) minute rest period. All employees who work seven (7) hours or more a day shall be granted two (2) daily fifteen (15) minute rest periods. Management shall allow additional recovery time as reasonable depending on tasks being performed and the work environment, e.g. unusually high heat, etc.

F. **Additional Hours**

Whenever additional hours of work are available at a worksite and no new positions are created, the additional hours shall be distributed equally as overtime, as defined in Article 8.B., (in minimum half hour increments) insofar as practical, based on the individual assignment and department job function to the permanent full-time and part-time employee at the site, provided, however, that such increase in hours does not require making a part-time employee full-time or a non-benefited employee benefited. Employees with excessive tardiness or absence may at the District's discretion be denied such additional hours. Employees denied additional hours because of excessive tardiness or absence may appeal this decision to his/her site administrator and may be represented by the Union if he/she so desires.

G. **Semi-Monthly Pay**

The District shall continue to issue salary warrants on a semi-monthly basis for all regular employees assigned to classifications covered by this Agreement. However, an employee whose wages are attached by garnishment or tax levy, shall be paid on a pay period basis.

H. **Limited Term Assignments**

1. Substitute, relief, special limited term, emergency, and provisional appointees assigned to classifications covered by this Agreement shall be requested, authorized and filled in accordance with Personnel Commission Rule 671 and all related provisions of the California Education Code.

2. This section shall not be grievable under the terms of Article 20, Grievance Procedure.
ARTICLE 9 LEAVES AND ABSENCES

SECTION 1 GENERAL PROVISION

A. Leave and Absence Defined: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves. A leave is an authorized absence from active service granted to probationary or permanent employees for a specified purpose and period of time, with the right to return to active service, unless the employee's service would otherwise have been terminated. Leaves are either "permissive" or "mandatory". As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.

B. Rights Upon Return: An employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken, except that the employee may be transferred, if such transfer would have been made if the employee had been on duty, or if the employee's former position in the class no longer exists, in which case the employee may exercise bumping rights in the class, provided that he/she does not have the least seniority in that class.

C. Restrictions: An unpaid leave or absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9 of this Article. A continuous period of absence or leave shall not exceed one (1) year without a return to active duty, except provided in Section 11, Miscellaneous Leave; Section 7, Industrial Accident Leave; Section 12, Peace Corps, Red Cross, or Merchant Marine Leave; Section 10, Military Leave, and Section 6, Illness Leave, of this Article. Notwithstanding provisions to the contrary cited below, the length of any leave described herein shall not exceed the length of time an employee has been in regular, active, consecutive service with the District, with the exception of Military Leave.

D. Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article or if not indicated at least ten (10) working days in advance of the commencing of the leave. Exceptions may be made at the sole discretion of the District. Applications for leaves of absence for a period of more than twenty (20) consecutive working days shall be made on a prescribed District form and shall indicate the beginning and the ending dates of the requested leave and the reasons for the request.

Employees shall be provided written notification that their formal or informal illness leave requests have been approved or denied within twenty (20) working days from the date that the written request was made by the employee. A denial of the request shall include the reason(s) for the denial. If a written denial of the request is not received by the employee within the specified twenty (20) working day period, the request shall be deemed to have been approved. Denial of such leave request shall be grievable under the terms of Article 20, Grievance Procedure.
E. Notification Requirements

1. Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate Supervisor, administrator or designee the working day prior to the beginning of an absence, but notification shall not be later than the first half (½) hour of the first day of absence except in unusual circumstances. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written notification covering the period of absence to the appropriate Supervisor no later than the third (3rd) day of absence.

2. All employees returning to service must notify the appropriate Supervisor, administrator or designee at least one (1) working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.

F. Cancellation or Early Return from Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless an employee other than a substitute has been assigned. Exceptions may be made at the sole discretion of the District.

G. Expiration of Leave: Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for twenty (20) days but less than ninety (90) days, the employee should make every effort to notify the Personnel Office of his/her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

H. Leave of absence may be revoked by the District when the good of the service may require it or when the need for the leave no longer exists. The District shall provide the employee of written notice of revocation of the leave and shall cite the reasons(s) for such revocation.

I. Health Examination

1. If an employee is absent from duty because of illness or injury for more than five (5) consecutive days, the employee must, before returning to duty, submit a written medical clearance and verification of illness or injury from his/her own attending physician. Said verification and clearance must be submitted to his/her immediate Supervisor immediately upon return to service. Nothing in this Article shall be construed to limit management from requiring employees to obtain such medical clearance at any time the District deems necessary.

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

J. AWOL (3-Day) Letter

1. When an employee has been absent for three (3) days, and no leave has been granted to cover the employee's absence, the employee's Supervisor shall initiate a request that an AWOL (3-Day) letter be sent to the employee. The initial request for the letter shall be made in writing to the Employer-Employee Relations Unit of the Human Resources Division. The request shall indicate the first day of absence, and shall list any attempts that have been made to contact the employee.

2. The AWOL (3-Day) letter shall be sent by certified and regular U.S. mail, and shall direct the employee to contact his/her immediate Supervisor immediately, and shall provide the employee with the following three (3) options:
   a. return to work; or
   b. file an appropriate leave request (illness, vacation, bereavement, etc.); or
   c. resignation.

3. If the employee fails to comply with the instructions in the letter, a final attempt shall be made by the Office of Employer-Employee Relations in the Division of Human Resources to contact the employee by telephone. If such contact cannot be made, or if it is made, and the employee does not follow through appropriately, the employee shall be terminated, with the cause of Abandonment of Position cited as the reason.

SECTION 2 ANNUAL PHYSICAL LEAVE

A. Division heads, college presidents, or their designated representative shall grant employees, upon written request, permission to be absent without loss of salary for not more than a total of one (1) full day for the purpose of obtaining a comprehensive annual physical examination not more than once per year provided that the results of such examination are submitted to the employee's Supervisor.

SECTION 3 ASSAULT AND BATTERY LEAVE

A. Definition: An Assault and Battery Leave is a type of industrial accident leave; it is granted for absence because of an injury from an assault and/or battery that was directly related to the performance of duties but is considered to be above and beyond the normal risks expected by an employee of the District. The determination of whether or not the absence is due to an assault or battery is the responsibility of the Human Resources Division.

B. Length of Leave: Paid leave shall be granted from the first day of absence resulting from assault and/or battery but paid leave shall not exceed one (1) calendar year.
C. Extension of Leave: If unable to return at the end of a calendar year, an employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.

D. Compensation: When an employee is absent because of such assault and/or battery, the employee will be paid his/her salary (for the assignment in which serving when injured) for a maximum of one (1) calendar year. Except for the one (1) year provision, compensation is paid under the same provisions as apply to other industrial accidents.

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

SECTION 4 BEREAVEMENT LEAVE

A. Employees shall be entitled to fully paid Bereavement Leave of three (3) days, or five (5) days if out-of-state travel of more than 200 miles of travel one way is required, on account of death in the immediate family. Immediate family is defined as husband, wife, registered domestic partner, mother, father, sister, brother, son, daughter, aunt, uncle, cousin, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee, close friend, any person closely related by blood or marriage, who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received. The time taken on this leave shall not be deducted from any leave balance (e.g. vacation or illness time); however, additional time may be taken in accordance with the provisions of Section 13, Personal Necessity Leave, of this Article.

B. Bereavement Leave is also granted upon:

a. Official Notice in time of war that a member of the immediate family is “missing in action,” or

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

C. The employee shall, upon request, furnish evidence to his/her immediate supervisor that leave taken in accordance with the provisions of this Section was in connection with bereavement or other eligible circumstances.

D. In order to receive payment for Bereavement Leave, the employee shall, upon request, provide documented verification of death. The District has the right to investigate where there is doubt as to the relationship.
E. Bereavement Leave must commence and end within ten (10) calendar days after the demise or after the date the employee is notified of the date of the funeral.

F. A permanent employee may interrupt or terminate a vacation period in order to take Bereavement Leave.

G. The employee shall, to the extent practicable, give his/her immediate Supervisor prior notices of his/her intent to take Bereavement Leave.

SECTION 5 COURT SUBPOENA ABSENCES

A. An employee covered by this Agreement, other than a litigant in the case, who is necessarily absent because of his/her appearance in response to a subpoena, shall have no deductions made from his/her salary because of such absence. Witness fees shall be collected by the employee and remitted to the District.

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

SECTION 6 ILLNESS LEAVE

A. Illness is defined as any pronounced deviation from a normal health state which makes it disadvantageous to the District and/or detrimental to the employee for him/her to be at work. This definition shall include emergency medical, dental, optical, and prosthetic work.

B. A new employee must render service before being entitled to illness leave.

C. An employee who is absent from duty because of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions:

1. Each employee who receives an initial regular appointment will be credited as of the date of his/her appointment with twelve (12) working days of full-pay illness leave and eighty-eight (88) days of half-pay illness leave for employees assigned to a twelve (12) month position and ten (10) working days of full-pay illness leave and ninety (90) half-pay days of illness leave for all employees assigned other than a twelve (12) month position.

   a. An employee serving an initial probationary period shall not be eligible to be paid for more than five (5) days of full-pay illness leave until the first day of the pay period after completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.
b. Thereafter, he/she will be credited annually with twelve (12) working days of full-pay illness leave if he/she is assigned to a twelve (12) month position, or ten (10) working days of full-pay illness leave and up to ninety (90) working days of half-pay illness leave, if he/she is assigned to other than a twelve (12) month position, as of the first day of the pay period in which July 1 falls.

c. There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.

2. No half-pay illness leave shall be allowed until after all full-time illness leave is exhausted.

3. The number of working days of half-pay illness leave to be credited is the difference between accumulated working days of full-pay illness leave and one hundred (100) days, provided that the accumulated working days of full-pay illness leave are less than one hundred (100) days.

4. A day of paid illness leave for an employee assigned to a position for less than eight (8) hours a day or forty (40) hours a week shall consist of the number of hours in his/her basic daily assignment as determined by the District. Authorization to work additional hours beyond the basic daily assignment shall not increase illness leave benefits. It is understood that the administration will increase temporarily the basic daily assignment in accordance with any authorization to work additional hours which exceeds one (1) full pay period.

5. No paid illness leave shall be allowed during layoff or leave of absence, except illness leave of absence.

6. Employees who are absent because of illness or injury resulting from industrial accidents or industrial illness qualifying under provisions of Workers' Compensation shall be allowed illness leave as provided in Section 7, Industrial Accident Leave. Employees who have not completed their initial probationary period and are absent because of industrial accident shall receive whatever paid illness benefits as may be provided by other sections of this Article, within the limitations set forth in Section 7, Industrial Accident Leave.

7. Salary differentials shall be included in computing illness pay for employees who receive such salary differentials.

8. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is assigned during the summer as a relief, substitute, or provisional employee, the employee shall be allowed to take illness leave with pay during such summer assignment(s) in accordance with the limitations set forth in the previous paragraphs of this Article.
Nothing in this paragraph shall be interpreted to permit such employees to receive illness leave in excess of the limit established in the preceding paragraphs of this Article.

D. An employee who is absent because of illness or injury shall sign, on the prescribed form, a statement that such absence was due to illness or injury. Compensation for illness leave shall be paid only when the employee's Supervisor certifies on the prescribed form that such absence was because of illness or injury.

Such official may take steps necessary to verify the validity of the illness leave. Upon obtaining such verification, he/she shall complete the required certification.

If the employee is absent because of illness or injury for more than five (5) consecutive days, the employee must submit a certificate from a licensed physician or other recognized practitioner certifying such absence to have been on account of illness or injury. Nothing in this paragraph shall be construed to limit management from requiring such certification for less than five (5) days, when it appears to management that the employee is attempting to abuse the illness leave privilege.

In any case, when an employee is incapacitated and unable to sign the prescribed form, the Division of Human Resources may approve an Illness Leave without the employee's signature.

E. In order to receive compensation while absent on illness leave, the employee must notify his/her immediate Supervisor or designee specified by that Supervisor, of his/her absence not later than the first half (½) hour of each day's absence, if possible. Further, the employee must submit the appropriate illness leave form(s) and physician's certification, if required, upon return to service.

When an employee intends to be or is absent because of illness or injury for more than twenty (20) consecutive days, a formal leave of absence, subject to the approval of the Division of Human Resources, is required. Application for such Leave of Absence shall be sent by the employee's college or division to the employee who has been absent because of illness of injury for ten (10) consecutive days. Salary payments shall be withheld from an employee who has been absent because of illness or injury for more than twenty (20) consecutive days if formal leave of absence has not been approved by the Human Resources Division.

F. If an employee has been absent on illness leave, he/she shall notify the Supervisor at least one (1) day in advance of the expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, if it happens that both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day. An employee returning to duty shall also be subject to the provisions of Article 9, Section 1.1., Health Examinations.

G. There shall not be a lump-sum payment for any unused accumulated illness allowance upon separation from service.
H. An employee shall not be allowed to undertake any gainful employment during any part of a day that the employee has claimed absence due to illness or injury. This restriction shall apply to all hours of a twenty-four (24) hour day, irrespective of the employee's assigned working hours. The employee shall certify on the certification of illness or injury form that he/she was not gainfully employed during the period of illness or injury absence.

Notwithstanding the foregoing, the District recognizes that in certain unusual circumstances, an employee may be allowed to undertake gainful employment while on illness or injury leave of absence from the District. However, employees who wish to engage in such employment during illness absence must first receive written approval from his/her immediate supervisor on each occasion of illness absence.

I. Fractions of hours shall not be reported for the purpose of this Article.

J. When a permanent employee has exhausted his/her full-pay illness credit, and is on an approved formal Illness Leave of Absence of more than twenty (20) consecutive days, he/she shall, at his/her request, be allowed vacation pay in lieu of half-pay illness. In order to effect such a change, the employee shall notify his/her time reporting office of the dates to be paid as vacation. The beginning date shall not be earlier than the date of which the request is made, and the number of days to be paid as vacation shall not exceed the employee's vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for illness leave.

K. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves may, upon the recommendation of the Division of Human Resources and the employee's division head or college president, be granted additional unpaid illness leave for a period not to exceed six (6) months. The leave may be renewed for two (2) additional six (6) month periods. The total of all paid and unpaid leave allowed starting with the initial six (6) month leave period shall not exceed eighteen (18) months.

1. Unless notified to the contrary within thirty (30) days, the employee may properly assume the leave has been granted.

2. Denial of the requested leave for medical reasons may be a basis for appeal for an Administrative Review by the Office of Employer-Employee Relations.

L. Upon return to service from such leave, an employee shall be restored to a position in his/her former class and, if possible, to his/her former position in the class. If no vacancy exists in his/her former class, he/she shall have the right to return to a regular position in that class provided that he/she does not have the least seniority in that class. If an employee's former class has ceased to exist, the employee may be reassigned or shall be placed on the reemployment lists for the classes in which he/she had attained regular status.

M. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of the position shall be placed on a reemployment list for a period of
thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

SECTION 7 INDUSTRIAL ACCIDENT LEAVE

A. General Provisions

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of this Agreement.

B. Paid Industrial Accident Leave

1. A permanent employee who is absent from duty because of an illness or injury defined as an industrial illness under provisions of Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from workers' compensation.

2. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. Such paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year.

   a. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the year, in which the injury or illness occurred, for the same injury or illness.

   b. Allowable leave shall not be accumulative from year to year.

3. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under worker's compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

C. Illness Leave for Industrial Accident Purposes

1. If the District's Employee Health Services determines that an employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on illness leave, provided he/she is eligible therefore.

2. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employees' assignment when added to compensation without penalties from the workers' compensation fund. Accumulated half-pay illness leave shall be reduced by no more than eight (8) hours for any one (1) day or no more than the employee's basic daily assignment.
D. **Vacation Pay for Industrial Accident Purposes**

After all illness leave pay has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the workers' compensation fund.

E. **Industrial Accident Leave Without Pay**

After the exhaustion of all accumulated paid leave privileges, an employee shall be eligible to be placed on an industrial accident leave without pay, provided the employee submits satisfactory medical verification for such request. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one (1) industrial accident or industrial illness.

F. **Return to Service**

1. **From Paid and/or Unpaid Leave**

   a. Upon return to service within ninety (90) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be returned to the same position from which he was assigned. If no vacancy exists in his/her class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

   b. Upon return to service after ninety (90) working days from any paid or unpaid leave resulting from an industrial accident or industrial illness an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

   c. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

2. **From a Reemployment List**

An employee on a reemployment list shall have the same rights and benefits as an employee laid off because of lack of work or lack of funds.
G. Reemployment List

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

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

H. Compensation

1. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Los Angeles Community College District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under workers' compensation, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in the basic daily assignment.

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

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

SECTION 8 JURY DUTY LEAVE

A. Responsibility of the District

Employees shall be granted a jury leave of absence with pay when necessarily absent from work because of a call for jury duty. Jury leave of absence shall be granted by the employee's division head, college president, or their designated representative, unless the employee works under the direct supervision of the Chancellor, in which case the Chancellor shall grant the jury leave.

B. Responsibility of the Employee

An employee receiving a call for jury duty shall:

1. Notify the immediate Supervisor as soon as possible after the receipt of a letter directing him/her to appear for qualification for jury service and/or a jury summons.
2. Attempt to arrange to be absent at a time within the limits of the court order convenient to the Chancellor, division head, college president, or their designated representative, provided such absence does not conflict with the employee's scheduled and approved vacation period.

3. Fill out all forms related to jury leave of absence prescribed by the District.

4. Present a certification from the clerk of the court or other authorized officer indicating attendance and/or service rendered during each day of absence from work while on jury leave of absence.

5. Collect all jury fees and remit them to the Disbursements Branch of the Los Angeles Community College District, except as follows:
   
a. Any mileage fee may be retained by the employee.

b. Jury fees earned on days for which the District does not pay the employee.

c. When the daily jury duty fee exceeds the employee's daily gross earnings for that day, the employee must remit the amount equal to the daily gross earnings.

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

C. Pay Provisions

1. Except as provided below, the number of hours, the time of day, or the days of the week during which an employee is required to be absent for jury duty shall not be the basis for any overtime or shift differential payment by the District. In addition, pay under this rule shall not exceed two (2) weeks service during any two (2) consecutive fiscal years. The remainder of jury service shall be unpaid; however, the Chancellor or the appropriate college president shall have the authority to approve payment for state or federal jury service beyond the two (2) weeks provided herein. Additionally, pay is limited to those days and hours for which the employee would otherwise have received pay for the assignment if not excused for jury duty. When an employee becomes available to the District for work as set forth in Paragraph B.6. and is required to work more than eight (8) hours in one (1) day or forty (40) hours in one (1) week, including the hours or days for which he/she was absent from work or jury leave of absence, he/she shall be paid for overtime if eligible under other sections of this Agreement.

2. No employee regularly assigned to a position entitled to a shift differential, shall lose such differential for the time spent on jury duty leave.
SECTION 9 MATERNITY LEAVE

A. An unpaid Maternity Leave shall be granted to pregnant employees. The duration of such leave may be subject to approval of the Human Resources Division upon review and recommendation of the District's Employee Health Services and the employee's attending physician. If an employee is eligible, the medical benefits described in Article 9, Section 18, Family and Medical Leave, shall be applied concurrently.

B. For the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section 6 of this Article.

C. Application for Maternity Leave for a period of more than twenty (20) consecutive working days shall be made on a prescribed form to be used by the Human Resources Division and shall indicate the beginning and ending days of the requested leave.

D. Employees returning from a leave of absence may be required to report to the District's Employee Health Services for a health examination.

E. Employees on Maternity Leave, may, upon their request, be returned to work prior to the expiration date of the leave granted but, in any case, shall be assigned to a position not later than the date following the leave granted, in accordance with Paragraph C of this Section.

F. On return to service within ninety (90) working days, requests shall be granted to return to the same position to which assigned at the time the leave was granted. If the employee's former position has been filled on a regular basis, the employee returning from leave shall have the right to return to a regular position in the class. If there are no regular vacant positions, the employee may exercise bumping rights in the class, provided that the employee does not have the least seniority in that class.

SECTION 10 MILITARY LEAVE

A. An appropriate military leave shall be granted to an employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this Section. As used in this rule, "Military Leave" means either a Temporary Military Leave or a Military Leave Other Than Temporary or both.

1. Temporary Military Leave: An employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or of the Naval Militia shall be granted a Temporary Military Leave while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.
2. Military Leave Other Than Temporary: A Military Leave Other Than Temporary shall be granted to an employee who is ordered into active military duty as a member of a reserve component of the armed forces of the United States; is ordered into active Federal military duty as a member of the National Guard or Naval Militia; or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States.

3. A permanent employee may be granted a non-paid leave of absence not to exceed one (1) year to accompany a spouse who had entered into military duty.

4. Qualifying Exigency, FMLA: Up to a total of twelve (12) weeks of unpaid family leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on active military duty or has been notified of an impending call or order to active duty in support of a contingency operation. Qualifying exigency leave is available to family members of a military member of the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces. The leave shall be taken in accordance with the provisions of the Military and Veterans Code.

5. Military Caregiver, FMLA: Up to 26 weeks of unpaid family leave may be taken to care for a spouse, son, daughter, parent, or next of kin service member of the United States Armed Forces, National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retire list for a serious illness or injury in accordance with the provisions of the Military and Veterans Code.

B. Vacation and Illness Privileges

1. Vacation Privileges: Except as herein provided, no vacation privileges shall accrue during military leave. Vacation privileges already earned but not taken may be granted either prior to or after return from Military Leave in accordance with the vacation policy in effect at the time the vacation leave is taken. However, earned vacation shall be granted at the employee's request either prior to or after return from Military Leave Other Than Temporary. Vacation privileges as defined in Article 13 of the Agreement; accrue to an employee while on Temporary Military Leave.

2. Illness Privileges: Illness privileges shall accrue to an employee while on Military Leave but no illness leave shall be allowed during Military Leave.

C. Return to Position

1. An employee absent from the service of the District because of a Military Leave shall continue to accrue seniority credit during such absence. An employee returning from Military Leave shall, upon application made within one (1) year after cessation of war emergency or within six (6) months of prior completion of active military duty service, be returned to a position in his/her classification, if such a position exists, in accordance
with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided that he/she returns within twelve (12) months after the first date upon which he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a less amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed thirty-nine (39) months from the date of the application.

D. Compensation for First Calendar Month of Military Leave

Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid his/her salary or compensation as an employee of the District for the first calendar month of the military service while on a Military Leave exclusive of time not covered by the assignment basis code, providing the following conditions are met:

The employee is on Military Leave after October 1, 1949, as a member of the National Guard or Naval Militia, or a member of a reserve component of the Armed Forces of the United States; or the employee is on Military Leave after July 16, 1951, as a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the Armed Forces of the United States.

An employee on Temporary Military Leave or on Military Leave Other Than Temporary must have been in the service of the District for a period of not less than one (1) year immediately prior to the date the absence begins. An employee on Temporary Military Leave may count all previous recognized military service in order to accumulate the required one (1) year in the service of the District. The one (1) year in the service of the District is not required in the case of an employee who is ordered into active military service as a member of the National Guard under a situation included with Section 146 of the Military and Veterans Code.

No more than the pay for a period of one (1) calendar month shall be allowed for any military Leave or Military Leave involving continuous military service or during any one (1) fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first calendar month of Military Leave after the applicable dates indicated in Paragraph F.1. Fractions of less than one (1) month shall be paid on the same basis as if the employee had been in active service as a Board employee. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments.

E. Under no conditions shall the rights, privileges, and benefits under this Article exceed those permitted by the Military and Veterans Code.
F. Eligibility to Take Examinations

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

G. Placement on an Eligible List

An employee returning from a Military Leave, in accordance with Article 9, Section 10.C., shall be eligible to take a supplementary examination for any class for which he/she was unable to take by reason of the military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques, which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of the candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

SECTION 11 MISCELLANEOUS LEAVES

A. Permanent employees covered by this Agreement shall be granted at their request a non-paid leave of absence for care of their own child not to exceed one (1) year. Such leave shall be granted for not less than two (2) months.

An employee, while on such leave, shall not be allowed to enter into new gainful employment.

The District and the Union shall form a committee to study the feasibility of providing on site childcare for Maintenance and Operations Unit employees.

If an employee is eligible, the medical benefits described in Section 18, Family and Medical Leave, shall be applied concurrently.

B. A permanent employee may be granted a non-paid leave of absence to serve in an elected or appointed position of any governmental agency or organization supported by governmental funds.

C. Rest leave is an unpaid leave and shall be granted for one (1) year or less but may be extended for a total of two (2) years to a permanent employee who, in the written opinion of a physician or other licensed practitioner, is not ill enough to qualify for Illness Leave but does need a rest. Rest Leave may not be taken in conjunction with other leaves.
D. A permanent employee covered by this Agreement shall be granted at his/her request, and upon submission of the required documentation, a non-paid leave of absence for the purpose of caring for members of the immediate family (immediate family as defined in Section 4, Bereavement Leave of this Agreement) for a period of not less than two (2) months and not more than one (1) year. Documentation must be in the form of a certificate from a licensed physician or practitioner, and must specify that care for the family member is required on a full-time basis.

An employee on approved Family Illness Leave shall not be allowed to enter into new gainful employment while on such leave.

If the condition of the family member changes at any time during the leave, including the first two (2) months, so that there is no longer a reason for the leave, Article 9, Section 1.F. of the Agreement shall apply.

If an employee is eligible, the medical benefits described in Article 9, Section 18, Family and Medical Leave, shall be applied concurrently.

E. Other types of leaves not indicated in this Agreement may be granted.

SECTION 12 PEACE CORPS, RED CROSS OR MERCHANT MARINE LEAVE

A. Permanent employees covered by this Agreement may be granted unpaid leaves of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, Red Cross Leave or Merchant Marine Leave shall be granted.

B. Upon completion of Peace Corps, Red Cross or Merchant Marine Leave, employees shall have the right to return to a position in the same classification to which assigned at the time the leave was granted. If such classification has ceased to exist, the employee shall be assigned to a position in a comparable classification, having essentially the same qualifications. The employee shall accrue seniority credit for examination and lay-off purposes.

SECTION 13 PERSONAL NECESSITY LEAVE

A. A classified employee may, at his/her election, and upon notice to the immediate Supervisor, at the earliest practical opportunity, use not more than eight (8) days of accumulated illness leave in a school year for personal necessity leave.

B. The leave benefits provided by this Article may be used only for the following personal necessities:

1. The death of a member of the employee's immediate family when necessary leave beyond that provided by the Agreement for bereavement is required. Immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, any relative living in the immediate household of the employee, friend
living in the same domicile, any other person closely related by blood or marriage who acted as a foster parent to the employee during childhood, or foster children other than wards of the court for which payment is received.

2. An accident involving the employee's person not otherwise chargeable to illness leave, or industrial accident and industrial illness leave.

3. An accident involving the employee's property or the person or property of a member of the employee's immediate family or an illness of a member of the employee's immediate family, as defined above. Such accident or illness must be:
   a. Serious in nature;
   b. Involve circumstances the employee cannot reasonably be expected to disregard;
   c. Require the attention of the employee during his/her assigned hours of service.

4. An appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under an official governmental order, provided the employee:
   a. Presents a certification from the clerk of the court or other authorized officer indicating each date of necessary attendance.
   b. Remits any witness fee collected to the Disbursement Branch of the Los Angeles Community College District.
   c. Makes himself/herself available to the District for work between the hours of 8:00 a.m. and 5:00 p.m. when his/her appearance in court or before an administrative tribunal is not necessary.

5. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.

6. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during the assigned hours of service.

7. Any other significant event, personal to the employee, for which paid leave of absence is not authorized, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during the assigned hours of service.

C. The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:

1. The total number of days allowed in one school year (July 1-June 30) for such leave or leaves shall not exceed eight (8) days.
2. The days allowed shall be deducted from and may not exceed the number of days of illness leave to which the employee is entitled. However, for a “Qualifying Event” as described in item 13.B.5 above, up to one (1) day of the allowed eight (8) days per year shall be available to the employee for any reason, chargeable to illness leave; if unused, such days shall not accumulate from year to year.

3. A permanent classified employee, may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave to begin personal necessity leave under the provisions of Paragraph B of this Section, provided such leave is necessary for not less than two (2) days and the employee indicates at the earliest practical opportunity the basis of the request for change in leave status, the probable duration of the requested leave and provides appropriate supporting documents for the request, if requested.

4. The employee shall be required to sign, on a prescribed form, a statement that such absence was due to a personal necessity, as defined above. Subject to the direction of the division head, the administrator or Supervisor shall take whatever steps are necessary to satisfy that a personal necessity did exist within the limits of this Section.

D. Two (2) of the seven (7) days allowed under Personal Necessity Leave may be taken for personal business. Such personal business days shall be taken at a time convenient to the employee provided that the employee has notified in writing the immediate Supervisor at least three (3) working days in advance of the beginning of the absence. If a request for personal business is submitted within the limitations described above, the request cannot be denied.

SECTION 14 RETRAINING AND STUDY LEAVE

A. With the approval of the division head and the Human Resources Division, a permanent classified employee who is a member of Unit 2 may be granted a paid leave of absence not to exceed one (1) year for the purpose of study or retraining provided that:

1. The employee has rendered paid service to the District for not less than seventy-five percent (75%) of the regular assigned time in each of the seven (7) consecutive years prior to the granting of Study Leave. For purposes of this Article, Study Leave is defined as leave granted employees for the purposes of maintaining and improving skills used in service of the District, as defined in Paragraph A.2. below.

2. The employee has rendered paid service to the District for not less than seventy-five percent (75%) of the regular assigned time in each of the three (3) consecutive years prior to the granting for Retraining Leave. For purposes of this Article, Retraining Leave is defined as leave granted employees for the purpose of acquiring new skills required as a result of changes in the District's organization and methods.
3. The employee's program for study or training while on leave is job related (i.e., related to the duties described in the class description for the employee's classification).

B. If a request for Study or Retraining Leave is denied by the college president or division head or the designee, or by the Human Resources Division, an employee may request in writing a review by the Classified Employee Study and Retraining Committee. Such request must be made within five (5) working days of receipt of the denial. Such request must be in writing and submitted to the Associate Vice Chancellor of Employer-Employee Relations.

The Classified Employee Study and Retraining Committee shall consist of the Associate Vice Chancellor of Employer-Employee Relations or the designee, a Dean or the designee selected by the Senior Associate Vice Chancellor, Human Resources (Chancellor or his/her designee), and one (1) classified employee who is a member of the unit selected by the Union. The Associate Vice Chancellor of Employer-Employee Relations or the designee shall be a continuing member of the Committee and serve as Chairperson. The other members shall be appointed for a period of one (1) year.

The Committee shall establish criteria for its review which shall include but not be limited to the efficient operation of the District, the relation of the study or retraining to the employee's current position, the value of the study or retraining in providing improved service to the District, and the seniority of the employee with the District. The Committee may establish procedures and forms necessary for the review.

The Committee shall convene within ten (10) working days of receipt of the employee's request for review and shall render a recommendation to the college president or Human Resources Division within ten (10) working days of the conclusion of the review. Employees who are invited to attend a meeting of the Committee may be represented by a Union representative at such meetings. The decision of the college president or Senior Associate Vice Chancellor, Human Resources (Chancellor or his/her designee), after this review, shall be conclusive. The denial of a Retraining or Study Leave shall not be grievable through the grievance procedure.

C. Compensation provided an employee on Study or Retraining Leave shall not be less than one-half (½) of the regular rate of pay. Compensation in excess of one-half (½) of the employee's regular rate shall be subject to the approval of the Chancellor or the designee. The compensation may be paid in two (2) equal semiannual installments as provided in Education Code Section 88224, or in the same manner as if the employee were working for the District, provided that the employee:

1. Furnishes the District with a suitable bond against loss in the event the employee fails to render at least two (2) years of service following return of absence, or

2. Furnishes the District with such other assurances against loss as the Board of Trustees may elect to permit.
D. The employee's division head may terminate the leave of an employee, on evidence of his/her failure to pursue or accomplish the purpose of such leave.

E. Any Study or Retraining Leave of Absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing time for the granting of subsequent Study Leave.

F. Upon completion of leave of absence, the employee will be assigned, unless he/she otherwise consents, to the same unit or section to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had he/she remained in active service.

G. Employees who do not complete the approved leave objectives shall reimburse the District for compensation paid for the period following discontinuance of leave-study program, or failure to maintain adequate study standards.

H. Employees may, while on leave of absence, provided that there is no conflict in hours continue existing in multiple assignments or previously held outside employment. Acceptance of new additional employment while on leave of absence which would interfere with the achievement of the objective for which leave was granted will constitute a basis for termination of the employee's leave of absence.

SECTION 15 UNION CONVENTION LEAVE

The District shall grant convention attendance leave with pay, but without expenses, for up to five (5) working days per year for a maximum of nine (9) employees for the purpose of attending a Union authorized convention, or other SEIU Local 99 activities such as Leadership Training, Union Campaigns, and Lobby Day provided that no more than one (1) employee is absent from any college for such purpose at one time.

SECTION 16 ORGANIZATION LEAVE

A. The District shall grant an Organization Leave up to 1.0 FTE to enable a permanent employee, for one (1) year or less, to serve as an officer of SEIU; however, up to 2.0 FTE leaves may be granted to serve in SEIU, such leaves not to exceed eight (8) individual leaves per year. Organizational leaves must be scheduled one (1) month in advance.

B. Salary shall be paid by the District for the period of service covered by the leave, in accordance with Education Code 88210. SEIU Local 99 shall reimburse the District for SEIU Local 99 approved leaves.

C. Time spent on Organizational Leave for serving in SEIU counts as service for salary step advance, and for Retraining and Study Leave. If the organization leave is for any officer of SEIU, seniority and other benefits shall continue to accrue as stated in Section B above.
D. Upon termination of service for the organization, the employee shall return to the same position and same location from which leave was taken.

SECTION 17 WORK-RELATED ABSENCES

Attendance at Hearings

When an injured employee appeals the decision of the Worker's Compensation Appeals Board in rejecting liability in the case, and when, in the interests of justice and of protecting all legal rights of the injured employee, it is necessary or desirable for other District employees to attend the hearing of the appeal, they may attend without loss of salary, provided that arrangements for their attendance shall be made by the District's Risk Management Office.

Examinations and Other Employment Procedures

An employee, upon giving the immediate Supervisor not less than two (2) days' notice, shall be permitted to take any examination for which eligible and to participate in other employment procedures of the District during working hours, without loss of pay or other penalty. If less than two (2) days' notice is given by an employee, permission to participate without loss of pay is subject to approval by the immediate Supervisor.

Epidemics and Emergencies

An employee shall be paid his/her regular salary for any period during which he/she is unable to work at the regular place of employment because it is closed due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay, the employee must be ready, able, and willing to perform the customary duties of his/her position. The college or division during this period shall endeavor to assign the employee to work elsewhere.

SECTION 18 CASUAL ABSENCES

Division heads, college presidents, or their designated representatives may grant to employees permission to be absent without loss of salary for parts of a day not exceeding one-half (1/2) day when good reason for such absence exists, provided that this power shall not be construed to mean a right to reduce the established number of working hours per month of the employee; and provided further that in no case shall the work of the department be materially retarded by the granting of such absence.

SECTION 19 FAMILY AND MEDICAL LEAVE (MANDATORY)

A. Definition: A family and medical leave is one granted to an employee who is compelled to be absent from duty because of the employee's own serious health condition which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; or caring for a sick spouse, child or parent with a serious health condition.
In addition to those family members defined above, eligible family members for the purposes of this leave are limited to:

1. biological, adopted and foster children under eighteen (18) years,

2. anyone under eighteen (18) years who is treated as the employee's child,

3. disabled children of any age -- those who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living,

4. biological parents, and/or custodial parents and anybody who treated the employee as a son or daughter when the employee was under eighteen (18) years or disabled,

5. Common-law husbands and wives.

B. Requirements

Status: The employee must have probationary or permanent status in the District at the time the leave begins.

Service: The employee must have been employed for at least twelve (12) months and rendered paid service of 1,250 consecutive hours of work during the previous twelve (12) months of employment, which does not have to be consecutive.

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

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

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

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

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

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

2. No credit is allowed for any benefits for time spent on unpaid family illness leave.

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

D. Time on Family and Medical leave does count as service in meeting requirements of other types of leaves.

F. **Request Procedure:** The employee shall furnish evidence to the immediate Supervisor that leave taken in accordance with the provisions of this section is in connection with family illness. The employee shall notify the immediate Supervisor of any of the circumstances necessitating the leave change.

**ARTICLE 10 TRANSFER AND SHIFT CHANGE**

**Definition:** A transfer is defined as the reassignment of an employee from one location to another location in the same classification.

**Transfer Lists:** In order to improve the opportunity for District employees in this unit to transfer to other positions within the District, the District will maintain a transfer eligibility list for each class for a period of two (2) years.

**Voluntary Transfers:** Transfers will be considered along with eligibles for the filling of vacancies.

Of the employees requesting transfer, the two (2) employees with the most seniority in the District, as determined by the length of service in regular employment with the District, shall be interviewed for any vacancy to which the employee has been certified from the transfer list.

Applications for voluntary transfers shall be submitted on a prescribed form provided by the District. Within twenty (20) days from its receipt, the employee shall be sent written notification from the Personnel Commission that the request has been received; giving the date it was received.

A. **Probationary Employees:** Transfers of probationary employees will occur only in the best interest of the District or the employee.
B. **Involuntary Transfer Other Than Temporary:** No employee will be subject to involuntary transfer, except in the best interest of the District or the employee. The employee so transferred shall be notified in writing no less than one (1) week prior to the transfer, of the reasons for the transfer, if said transfer is of a permanent nature. Further, reasons for any transfer, which is not voluntary, shall first be discussed with the employee by his/her immediate Supervisor, no less than one (1) week prior to the transfer. Involuntary transfer shall not be used as a form of discipline.

C. A request for transfer involving the reassignment of an employee from one position to another position in a related class or the same salary schedule or in a position reclassified to another class on the same salary schedule shall be processed in accordance with District procedures.

D. **Shift Change:** Any vacancy occurring in a new or existing position, which is assigned to a shift entitled to differential compensation, shall be filled by the most senior employee in the class, as determined by Education Code, who has requested such an assignment. If none of the employees in the class bid for such an assignment, then the position shall be filled from names certified from the current eligibility list. A-shift, or any morning shift under any other designation, to start no earlier than 4:30 am or later; “B” shift, or any afternoon or evening shift under any other designation, shall end no later than 1:00am.

G. Multiple Worksites

When hiring a new employee to the bargaining unit, the new employee shall be advised that his/her assignment may (or will) include work at multiple worksites. When a unit member is required to start or end his/her work day at a worksite other than his/her normal worksite, written advance notice of the change shall be provided as follows depending on the length of the change (except in cases of emergency as determined by the District):

- 30+ days; 2 weeks notice
- 6-30 days; 1 week notice
- 1-5 days; 1 day notice.

Employees required to start their day at a site other than their normal site shall be allowed a fifteen (15) minute grace period for no more than five (5) days. Employee shall be allowed to make up the grace period only on the same day it was taken.

F. All permanent changes shall be accomplished in accordance with the provisions of Article 8, Section A.4. and A.7.

**ARTICLE 11 SAFETY**

A. The District, Union, and employees agree to comply with all state and federal regulations, including the California Occupational Safety and Health Act, in regard to safe and healthful working conditions at the work site.
B. The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee’s duty to utilize safe working procedures and to report safety hazards and unsafe conditions to his/her immediate Supervisor. The District shall provide and make available appropriate safety equipment and gear. The District shall not require an employee to work in conditions, which can be shown to be unsafe, unhealthy, and/or hazardous.

C. The Union will encourage employees to maintain safe working conditions and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.

D. One (1) Union Steward may be granted released time to accompany a CAL-OHSA representative and management representative conducting an on-site, walk around safety inspection.

E. No employee will be discriminated against in any way for reporting any real or potentially unsafe condition.

F. The District shall provide telephone answering machines for use in the offices to which B-shift and C-shift custodial employees report for the purpose of receiving emergency calls for B-shift and C-shift custodial employees.

G. Monthly training shall be provided to Custodial and Gardening employees in the safe use of power hand tools, equipment, and hazardous chemicals, which such employees encounter on the job. Appropriate safety training shall be provided to all other Maintenance and Operations Unit employees.

A fund shall be established to provide supplies and equipment over and above that which is provided in the colleges’ budgets. The District shall establish the amount of this fund and shall determine the items for which funds from it shall be used.

H. The District and the Union shall form a joint labor management committee composed of Maintenance and Operations Unit employees, other collective bargaining unit employees, and Management employees to determine the status of safety issues, including but not limited to exterior lighting on campuses during the dark hours of the custodial B-shift and C-shift custodians during winter hours.

Recommendations of the committee, as they affect Maintenance and Operations Unit employees, shall be implemented during the calendar year of the determination.

The composition, meeting schedule and agenda of the committee shall be determined by the committee.
I. The District shall provide completely stocked First Aid Kits for each department; departments shall be defined to mean the Cafeteria, Custodial Operations, Maintenance, and other major organizational areas.

J. Employees shall wear safety shoes or boots at all times on the job. The District shall reimburse each member, up to $75 twice per year, for the cost of such footwear provided the employee presents a receipt for the purchase of the footwear within sixty (60) days of such purchase. A safety shoe is defined as any closed-toe, non-slip shoe designated as a safety shoe by its manufacturer.

ARTICLE 12 PERFORMANCE EVALUATION PROCEDURE

A. Schedule

Employees shall be evaluated in accordance with the following schedule:

1. **Probationary employees** in a class will be evaluated during the third (3rd) and fifth (5th) months of their probationary period.

2. **Permanent employees** in a class will be evaluated by their anniversary date each year.

3. **Performance Evaluation for Classified Employees form** located in Appendix C will be used to record the results of the evaluation process. The District may make additional performance evaluations for permanent or probationary employees at any time. Refer to the instructions included with the evaluation form for the conditions under which a Supervisor may conduct additional evaluations.

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

B. Procedure

1. Evaluations shall be based on observations or knowledge, and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file, unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon them, and had such comments attached to the materials.

2. Performance evaluations shall be made by those persons who are immediately responsible for the employee's work. The Supervisor either oversees, reviews, and checks the daily work performance of the employee being evaluated, or is the one who is

44
most closely acquainted with the employee’s daily work performance. The work performance of a permanent employee shall be evaluated by each Supervisor under whom the employee has worked for ninety (90) working days during the performance evaluation period. The Supervisor can evaluate an employee only for the period of time he/she actually supervised an employee.

3. Steps to be followed and factors to be evaluated by Supervisors in completing the Performance Evaluation Form (Appendix C) are described on the reverse side of the form.

4. An individual evaluation conference shall be held with each employee at which time an explanation shall be given for:

a. The reasons for performance evaluation;
b. Job content;
c. The kind of work performance expected;
d. The basis for the evaluation given, and
e. Areas where work performance may be improved, if any.

5. Review of the performance evaluation by the next higher level of administrative authority is optional. Any comments made by the reviewer shall be signed and shown to the Supervisor who made the evaluation and to the employee.

6. A Supervisor who believes that an employee's work performance has been exceptional should complete the District's form entitled "Notice of Outstanding Work Performance" (Appendix D.), in addition to the District's Performance Evaluation Form (Appendix C) or at any time when deemed appropriate. The outstanding work performance described may have occurred on a day-to-day basis or in an unusually difficult and/or emergency situation. All Notices of Outstanding Work Performance shall be reviewed and signed by the employee's college president or division head or designated representative. Employees shall be provided with a copy of any written comments made by the reviewer.

7. The District will provide training to the Supervisors on how to conduct the evaluation process.

C. Definitions of Evaluation Ratings

1. **Exceeds Work Performance Standards:** A check in this column indicates that the employee’s work is better than satisfactory. If there are a number of checks in this column, the Supervisor should consider giving a Notice of Outstanding Work Performance.

2. **Meets Work Performance Standards:** A check in this column indicates that the employee’s work is definitely and consistently satisfactory.
3. **Below Work Performance Standards:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. The employee should understand that his/her work is not considered unsatisfactory, but that additional effort on his/her part, along with more help on the part of his/her Supervisor, will probably be required to bring his/her performance to a completely acceptable and satisfactory level. Continued failure to show improvement may lead to preparation of a Notice of Unsatisfactory Service (Appendix F).

D. **Review Committee:** Performance evaluation forms shall be reviewed upon request by the Union or the District and subsequently revised, as needed, by a joint Union Labor-Management Evaluation Procedure Committee which can include up to ten (10) representatives each of the Union and the District. The Union employees while serving on this committee will receive time off without loss of pay and benefits.

E. **Appeal.** Except as provided below, any and all matters related to performance evaluation shall not be subject to the grievance and arbitration provisions of Article 20.

1. Only if a permanent employee receives one or more checks in the "below work performance standards" column may he/she avail himself/herself of the grievance procedure. Such grievances shall only be processed up to and including Step Three of said procedure.

2. Notices of Unsatisfactory Service issued to permanent employees, who are not related to a recommendation for further disciplinary action, may be grieved in accordance with the provisions of the grievance procedure.

3. Claims that the evaluation procedures contained in this Article have not been followed are subject to the grievance and arbitration provisions contained in Article 20, Grievance Procedure, of this Agreement.

F. **Personnel Files:**

1. A personnel file will mean the personnel file compiled on an employee and maintained in the Division of Human Resources or at the work site. A Supervisor's personal notes shall not be considered a part of the personnel file.

2. Employees covered by this Agreement shall be provided a copy of all adverse written material, prior to or at the time they are placed in his/her personnel file.

3. Employees shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material.

4. Employees shall have the right at any reasonable time to inspect their personnel file, provided that their absence from the work site would not have a detrimental effect upon the job at hand and that the Supervisor is properly notified.
5. Any adverse material, with the exception of records or criminal convictions, which the employee has not had opportunity to receive prior to placement in the personnel file, shall be removed from said personnel file.

6. The employee's Union representative shall have the right, with written consent of the employee, to inspect the employee's personnel file at a reasonable time. If the representative is an employee of the District, his/her absence for such purpose shall not have a detrimental effect upon the job at hand and the employee shall properly notify his/her Supervisor.

G. Investigative or Corrective Interview:

1. Employees covered by this Agreement shall have the right, if requested, to the presence of a Union representative in any investigative interview with management, in which the employee reasonably believes that the investigation may result in disciplinary action against him or her. This does not limit management from acting on disciplinary matters in certain instances in a timely manner, if a Union representative is not immediately available.

2. Before taking disciplinary action, defined to mean a Notice of Unsatisfactory Service, or a suspension, demotion or dismissal, in most cases, Supervisors shall conduct at least one (1) corrective interview or discussion with an employee. Such an interview may not be feasible or warranted in cases where immediate suspension is necessary (cases including, but not limited to, insubordination, acts of violence, intoxication by drugs or alcohol).

3. The corrective interview shall be used to accomplish the following objectives:

   a) to define for the employee his/her work related problem, and to inform the employee of what is acceptable behavior and/or performance.

   b) to develop with the employee a reasonable plan for improvement.

   c) to set forth a reasonable deadline for an acceptable change in the employee's behavior and/or performance.

4. Corrective interviews shall be summarized in writing in the form of a counseling memorandum. Employees shall be required to sign such documents as an indication that they have been given (or offered) a copy of them.

5. Corrective or investigative interviews shall be conducted in private in a place where the discussion cannot be overheard by any other person. Supervisors and managers shall make every reasonable effort to avoid conversations in public with employees about unsatisfactory performance or other work related problems.

6. Any counseling memorandum for which there is no repetition of the concern, event, conduct or incident which gave rise to the counseling memorandum, except for those
relating to serious misconduct such as theft, substance abuse, or violence, shall be void after two (2) years. Upon request of the employee, such counseling memorandum shall be removed from the employee’s files.

H. Custodian Assignment Inspection Sheets: In instances where a check mark is made in the unsatisfactory column on a custodial assignment inspection sheet for a custodian assigned to a fixed assignment, whenever possible, the sheet should also indicate the approximate amount of time the custodian was reassigned to another assignment during the period indicated in the inspection sheet.

I. If a custodial employee must "double up" and work on assignments other than his/her own, any evaluation of his/her own assignment shall take into account that the employee had to "double up." If an employee has had to "double up" on an average of two (2) times or more per pay period over the period of a year, such will be noted in Section 7, Additional Factors, of the annual Performance Evaluation.

ARTICLE 13 VACATION

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

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

Effective July 1, 2000, the maximum earning rate for vacation shall be 24 (twenty-four) days annually. Effective June 29, 2002, the maximum vacation balance which an employee may maintain without ceasing to earn additional vacation credit shall be 400 hours.

B. For purposes of this Article, a year is defined as the 12-month period ending on June 30 each calendar year.
C. In order to be credited with a year of service for the purpose of this Article, an employee must have been in regular status during the appropriate year, as defined above, for least 130 days in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness, or military service.

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

E. An employee serving an initial probationary period shall not be eligible to take vacation until the first day of the pay period following completion of the number of hours that correspond to 130 days of paid service in regular assignments, except for employees subject to the provisions of Paragraph 13.F. below. No vacation shall be taken until earned. No payment for vacation accumulation shall be made to employees who separate prior to completion of 130 days of paid service. Vacation taken as provided in Paragraph 13.F of this Article shall not be considered in conflict with this provision.

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

F. Employees may be required to take vacation to the extent that it has been earned, on the days during the school year which are designated by the Board of Trustees as school holidays or at any time during the assignment period to avoid leave without pay. Such vacation shall not count against computation of the vacation bonus described in 13.Q. below.

Employees may request to use accrued vacation at any time during the calendar year to avoid leave without pay if the reason for the leave without pay is not a result of a violation of this Agreement.

Employees assigned on a "J" or "K" basis shall be eligible to take vacation, to the extent that it has been earned, during the period between the fall and the spring semesters, as defined by the academic calendar.

G. No vacation or part thereof shall be taken as a lesser rate than one (1) hour at a time.

H. Vacation shall be granted at a time convenient to the employee, provided that it is requested not less than fifteen (15) working days in advance. If the vacation time is requested less than 15 days in advance it shall be granted, unless it unduly interferes with the operation of the college. The Supervisor shall approve or deny the request for the vacation within three (3) working days of the receipt of the request. If in such three (3) working day period a vacation denial has not been received, in writing, the vacation shall be deemed to have been approved. Any denial of a vacation request based on the dates requested or length of vacation requested shall include an explanation in writing and alternative dates or length of vacation reasonably close to the original dates requested that would be approved. Vacations may be changed at any time; however, vacations once approved shall not be changed without the employee's consent unless an emergency, as determined by the District, exists. Nothing in this paragraph shall preclude an employee from requesting or being granted vacation at any
However, nothing in this Article shall be construed to limit the District from requiring an employee to take vacation anytime during the assignment period.

If the employee consents to reschedule or cancel his/her vacation at the request of the District or the vacation has been canceled because of an emergency, the District shall reimburse the employee for all cancellation penalties for transportation, hotels, motels and other travel-related expenses to include reimbursement for the difference between any higher fare and/or rate for hotels or other accommodations and the fare and/or the rate employee originally had confirmed. To be eligible for reimbursement, the employee must provide written evidence that he/she made reservations and paid a financial commitment for those reservations, or that the employee was assessed a penalty or other fee for having changed the reservation.

I. If employees are not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year. Employees shall be permitted to accumulate vacation credit up to four hundred (400) hours.* For any pay period in which a Maintenance and Operations Unit employee’s vacation balance equals or is more than four hundred (400) hours, the employee shall not earn any additional vacation credit.

All vacation earned, including vacation for perfect attendance, will count toward the 400 hour limit. However, regardless of the balance, the District shall continue to add vacation earned for perfect attendance to an employee’s vacation balance.

J. The amount of vacation actually earned, and only that amount, shall be available, regardless of changes in status. The rate at which vacation allowances are paid shall be the employee's current rate. No employee shall be allowed to take vacation while temporarily serving as a substitute, relief, or provisional unless he/she has served for the equivalent of more than ninety (90) consecutive working days, or receives specific approval from the appropriate administrator.

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

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

M. When a regular employee (whose regular assignment is on other than a twelve [12] month assignment basis code) is paid during the summer as a relief, substitute, or provisional employee, the employee shall earn vacation in accordance with the schedule in Paragraph 13.A. of this Article, whichever is applicable to the position in which he/she serves during the Summer.

N. A regular employee who serves in his/her regular assignment and also in a Summer substitute, relief, or provisional assignment during the same pay period shall not earn more vacation for that pay period than if he/she had served one hundred sixty (160) hours in his/her regular assignment.
Regular employees assigned on other than a twelve (12) month basis, who are paid during the summer as a relief, substitute or provisional, shall participate through payroll deduction in the current Public Agency Retirement System (PARS) plan at the rate of 7.5% of compensation for such assignments. Contributions shall be made to the PARS plan in lieu of cash which would otherwise have been paid to the employee. In no event shall the employee have the right to receive such cash outside of his/her retirement or separation from District service unless otherwise specified by PARS.

O. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin illness leave provided such leave is necessary for not less than (2) days and the employee indicates at the earliest practical opportunity:

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

2. The probable duration of the requested leave.

The responsible administrator shall take such steps as deemed necessary to satisfy that the paid illness leave was in accordance with Article 9, Section 6.

P. A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Article 9, Section 4. Bereavement Leave shall not be extended by use of Personal Necessity Leave, Article 9, Section 13.

Q. For each pay period an employee has perfect attendance (no tardiness and no absences any reason other than holidays, Jury Duty Leave, and vacations scheduled at least one month in advance, except vacation taken in lieu of one-half (1/2) illness day pay, in Accordance with Article 13, Section H of this Agreement), his/her vacation balance shall be credited with three-tenths (0.30) days of vacation, to an annual maximum of four (4) additional days. For those working less than full-time, and on bases other than “A” the additional vacation shall be in the same proportion that other vacation is accrued. Any unpaid days taken due to the employee’s assignment basis, shall not be recorded as an absence.

For employees with perfect attendance as described above for one (10 complete fiscal year (July 1 through June 30) shall receive a perfect attendance award of $150.

ARTICLE 14 HOLIDAYS

A. An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Trustees, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Paragraph 14.A.1. through 14.A.3.

51
New Year's Eve Day
New Year's Day
Martin Luther King's Day
Lincoln's Day
Washington's Day
Cesar Chavez Day
Memorial Day
Labor Day
Independence Day
Admission Day*
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day

*Admission Day shall be observed in accordance with the District's academic calendar, on the Tuesday after Labor Day or on another date so specifically declared by the Board of Trustees.

1. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article 9, Section 10, shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

2. An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall be entitled to pay for any holiday observed on the employee's regularly scheduled day off. Should the District move the observance of a holiday from an employee's regularly scheduled work day to an employee's regularly scheduled day off, the employee shall be entitled to that holiday on the day it was originally scheduled.

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

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

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

D. The afternoon of the Friday of Spring break, as determined by the academic calendar, shall be considered a holiday with the following provisions:
1. Four (4) hours of holiday time shall be granted to all full-time employees of the Maintenance/Operations Unit. Employees assigned less than full-time shall be granted holiday hours on a pro rata basis in the proportion that their assignment bears to a fulltime assignment.

2. Employees whose regularly scheduled day off is Friday shall receive the equivalent number of hours to which they are eligible not later than the pay period following the pay period in which that Friday occurred.

3. Employees whose regular work schedule is less than five (5) days per week and forty (40) reported hours per week shall receive the equivalent number of hours to which they are eligible not later than the pay period following the pay period in which that Friday occurred.

4. Full-time employees who are on vacation, or who have reported in as being ill on that Friday, shall receive four (4) hours of vacation credit for that day; employees assigned for less than full-time who are on vacation or are ill on that day shall receive a proportional number of hours, in accordance with Paragraph 1 above.

5. Employee who are required to work on the Friday of spring break afternoon shall receive four (4) hours (or a proportional number of hours for employees assigned less than full time) as a floating holiday, to be taken at the convenience of the employee with the concurrence of the Supervisor, prior to the close of the academic year in which it was granted.

ARTICLE 15 UNIFORMS AND TOOLS

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

B. The District shall provide rain gear to those employees who are required to work outdoors in inclement weather.

C. Changing Facilities

At worksites where the college required employees to change in to a uniform at work, the District shall provide the time to change, and a private and adequate facility for employees to change into their uniform. For the purposes of this section, restrooms are not considered a private or adequate facility.

D. The District shall reimburse employees for any stolen or damaged personal property in accordance with Board Rule 101500. Employees shall be provided the District’s procedures for filing claims concerning damage and/or loss incurred to any personal property.
ARTICLE 16 PROFESSIONAL GROWTH

A. The District shall continue the current Career Development Program as outlined in the District's Affirmative Action Program. This Program may be expanded, but not deleted, at any time by the Board of Trustees.

B. Employees who are given released time for the purpose of career development will be required to work makeup time at the rate of one (1) hour of makeup time for each two (2) hours of released time. Time spent for makeup purposes, which results in an employee being in paid status for a total of more than eight (8) hours in any one (1) day, shall not be considered as authorized and compensable overtime for purposes of cash payment or compensatory time off.

C. Tuition Reimbursement

1. The District shall grant tuition reimbursement to permanent full-time and part-time Union employees under the conditions specified below:

   a. Programs eligible for reimbursement shall include, but not be limited to courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as a result of technological change or budget cuts.

   b. Approval for reimbursement shall be obtained on an appropriate form signed by a District designee before any expense is incurred by the employee. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to receive a written explanation for the disapproval and shall be able to appeal disapproval.

   c. The approved courses or programs shall not be taken during the employees' assigned duty hours without prior approval from his/her immediate Supervisor or designee.

   d. Reimbursement shall be made within sixty (60) days following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or programs(s). Successful completion shall be defined as a grade of C or Passing.

   e. Tuition reimbursement shall be limited to a maximum of $1,000 for any individual employee during any twelve (12) month period. The total amount available for all tuition reimbursement for a fiscal year shall be $16,000. This section shall be reviewed by both parties on an annual basis.

   f. Provisions of this article shall apply to any employee eligible for reimbursement by any other governmental agency, organization or association.
g. An employee who resigns from his/her employment with the District within six (6) months of receiving a tuition reimbursement pursuant to this article shall refund the amount of the reimbursement to the District, or it shall be deducted from the employees' final warrant. This requirement shall be waived in the event of the employees' death, physical or mental disability which prevents the employee's return to District employment or termination by the District.

D. Appeals concerning this Article may only be filed under procedures established in the Career Development Program. The Union may represent employees in such appeals, if requested.

ARTICLE 17 HEALTH AND WELFARE

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 Supervisory Employees Union, SEIU Local 721; and
the Public, Professional and Medical Employees Union of
the California Teamsters, Local 911
Regarding
Hospital-Medical, Dental, Vision Group Coverage,
Group Life Insurance Coverage, and
the District’s Employee Assistance Program

The Los Angeles Community College District (the “District”) and the exclusive representatives of the District’s employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; the Supervisory Employees Union, SEIU Local 347; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911—hereinafter collectively referred to as the District’s “Exclusive Representatives”) agree to the following provisions regarding the District’s Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District’s Health Benefits Program as defined in this agreement, as well as the District’s group life insurance coverage and employee assistance program, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects:
I. Health and Related Benefits Program for Active Employees\(^1\) 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 duration of at least a semester.

   c. Every member of the administrators' bargaining unit who is employed at least half time.

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


   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 Up to Age 26. Children (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

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\(^1\) For this section 'Active Employees' does not include less than half time (.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.
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).

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 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 anytime 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 reenroll 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 anytime 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 or 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:

1. Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to 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 ninety (60) days after the employee established his or her new permanent residence.

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

3. Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan without a break in coverage by submitting a timely application to 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.

4. Finally, any employee who has had a “qualified life event” as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to CalPERS, via the District. To be timely, the application for a permissable “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. 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 the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled if:

a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he or she would have earned had he or she received pay for full-time work; or

b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months; 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 or she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status during any recess or intersession if, before the beginning of the recess or intersession, he or she is assigned to a position at any district location that will render him or her eligible for benefits and is scheduled to return to paid status in that position at the end of the recess or intersession.

6. **Payment of Premiums During Unpaid Leaves.** Eligible employees who have been granted an unpaid leave of absence and are not entitled to the District’s contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by 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 or she paid for the months during which he or she did not receive coverage, or extend the employee’s coverage for an equivalent period.

7. Continued Eligibility and Payment of Premiums Following Layoff or Furlough. Notwithstanding anything in Sections I.A.1 and I.A.6 to the contrary, employees who have been furloughed (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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Continuation Following Layoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>2 months</td>
</tr>
<tr>
<td>6-10</td>
<td>4 months</td>
</tr>
<tr>
<td>11 or more</td>
<td>6 months</td>
</tr>
</tbody>
</table>

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 or she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS do 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 fulltime 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 the entire 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 the 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.

A list of the 403b vendors and enrollment forms available through our District can be
found at www.403bcompare.com or via a link on the District’s web site.

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 $1500 for the 2012, 2013, and 2014 plan
years. 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. Employees shall be informed at the
time of enrollment that 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 Faculty\textsuperscript{2} and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty members' access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he or she will have access via 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 or she has been assigned and working as a part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below (including, by virtue of his or her participation in the POP, in subsection ‘e’ below, he or she is deemed to effectively be in a position lasting greater than six months as required by CalPERS’ resolutions, AND, he or 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.

Specific Eligibility Requirements for the POP:

a. Be assigned to a .33 (or higher) FTE temporary (limited or long term substitute) or adjunct faculty load in the District to count towards eligibility for this plan.

b. Open but inactive assignments - no work, no pay - do not constitute employment in this context.

c. Have completed at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.

d. Participate in the District's "premium only plan" (POP) under the terms of Internal Revenue Code Section 125, so that the employee’s contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amount of the employee’s contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee, must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.

\textsuperscript{2} This refers to those part-time temporary faculty members who are employed less than half time in one or more monthly rate assignments. Faculty serving in a .50 (or higher) FTE temporary monthly rate assignment as a limited or long term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements.
e. **District Contribution.** If criteria a–d above is met, the District, for plan year 2012, will contribute as follows:

**Medical:** $220 toward the total monthly cost of the part-time temporary faculty members or temporary adjunct faculty member’s medical premium only. For plan years 2013 and 2014, the District’s monthly contribution will be an amount equal to 50% of the mathematical average of the single-party monthly premiums for the five Los Angeles area medical plans offered by CalPERS excluding PERSCare PPO. The District’s monthly contribution in plan year 2013 shall not exceed 110% of the 2012 amount and in plan year 2014 shall not exceed 110% of the 2013 amount. 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 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 .50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. For plan year 2012, the District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years 2013 and 2014, 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 faculty member as a 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 can participate in the District sponsored dental benefits, but will be responsible for all costs associate with dental benefits.

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 January for adjuncts who become eligible for the POP.
h. 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, towards the required premium.

   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.

   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.

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.

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

1. 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 JLMBC or any future agreement between the District and its Exclusive Representatives.
2. 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.c 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 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 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.

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

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8 See section III B.
"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.

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 than 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 dependents 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—

67
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 or 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 or 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 or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.

2. Open Enrollment. There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The 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 or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.

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

   a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to 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 or she remains eligible, re-enroll in plans. The retiree
or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility 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 anytime 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. The District shall contribute towards the premium costs of the plans in which an eligible retiree and his or her eligible dependents and survivors are enrolled as follows:

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

2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the district will contribute toward premiums for retirees in a “qualifying position” as follows:

<table>
<thead>
<tr>
<th>% of District Contribution Toward Premium</th>
<th>Years of Service Rendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>• At least ten years but fewer than fifteen years.</td>
</tr>
<tr>
<td>75%</td>
<td>• At least fifteen years but fewer than twenty years.</td>
</tr>
<tr>
<td>100%</td>
<td>• At least twenty years.</td>
</tr>
</tbody>
</table>

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 age 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. 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.

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 Co-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. participate 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 five voting Employee Members.

E. Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.

F. The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the “overall cost to the District of maintaining the Health Benefits Program.”

V. Managing the Health Benefits Program

By September 1 of each year the JLMBC shall report to the Board of Trustees on 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.

11/20/11
ARTICLE 18 SPECIAL PAY PRACTICES

A. Work Out of Classification

Employees may not be required to perform duties which are not prescribed by their job description for more than five (5) days in any fifteen (15) day calendar period unless the duties reasonably relate to those fixed by the position. An employee required to perform duties with those prescribed by their job description for more than five (5) days in any fifteen (15) day calendar period shall be compensated in such amount as will reasonably reflect the duties required for the entire period of out-of-class work. Claims for Work out of Classification shall be processed in accordance with Personnel Commission Rule 550 and/or California Education Code 88010. The District and the Commission may provide for an upward adjustment in salary for any period of time less than five (5) days.

B. Shift Differential

1. All employees covered by this agreement shall receive a 7.2% shift differential for each day that fifty percent (50%) of their shift falls within the hours of 3:00 p.m. to 12:00 midnight and a 13.8% shift differential for each day that fifty percent (50%) of their shift falls within the hours of 12:00 midnight to 7:00 a.m. An employee receiving a shift differential shall not be paid the difference if reassigned to a shift not qualifying for such payment. The work location will be allowed to adjust employee work schedules once to comply with the provisions of this section without violating Article 8, Section A 8.

2. No employee shall be scheduled to work earlier than 4:30 a.m. nor later than 1:00 a.m. except in cases of emergency as determined by the District, effective February 2, 2009.

3. Persons assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change.

C. Crew Leader Compensation

1. An employee covered by this Agreement who is temporarily assigned Supervisory responsibilities over a crew of three (3) or more employees, shall receive $5.00 per day in additional compensation. For the purposes of this section, temporary is defined as no more than 80 working days.

   a. However an employee may not receive such additional compensation if the employee supervises only employees in those classes in which the employee’s class normally has Supervisory responsibility. An employee must have an assignment that takes his/her crew leader responsibilities into account.

2. The selection of a crew leader position shall be announced, posted, distributed ten (10) working days in advance, and open to all interested employees, not on probation, covered by this Agreement. Interested employees shall submit their request in writing.
for this position shall be given based on an employee’s satisfactory attendance and monthly inspections.

D. **Bilingual Pay**

1. Employees covered by this Agreement who are required to speak, read, and write a foreign language shall be compensated if they are required to speak a foreign language. In order to qualify for one of these differentials, the employee must meet all the requirements of Personnel Commission Rule 588.

   **Bilingual Pay Compensation Rates-Semi-Monthly Rates**

<table>
<thead>
<tr>
<th>12-month employee</th>
<th>$9.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-month employee (C or G basis)</td>
<td>$8.95</td>
</tr>
</tbody>
</table>

E. **Window Washing Differential**

1. Window washing shall be performed by the classification of Custodian. A differential of $2.10 per hour for each full hour of window washing shall be paid. No window washing assignment shall be less than one (1) hour in length (see Article 21, Window Washing).

2. Custodial employees shall be eligible for assignment to window washing duties only after they have completed a prescribed course of safety training. Assignment to this training and to window washing duties shall be on a voluntary basis. Assignments from those who volunteer shall be on a rotating basis. The differentials authorized in this Article shall not affect salary step advancement, promotion or classification status.

F. **Career Differentials**

1. Effective July 1, 2008 all Maintenance and Operations Unit employees will be eligible for a salary increment as set forth below.

2. The differential will be paid as shown below. Years of service shall be defined the same way as in Article 13, Vacation.

<table>
<thead>
<tr>
<th>Differentials</th>
<th>Semi-Monthly Amount 12-month employees</th>
<th>Semi-Monthly Amount 10-month employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 – 9 years</td>
<td>$6.32</td>
<td>$5.79</td>
</tr>
<tr>
<td>After 10 years but less than 15</td>
<td>$18.43</td>
<td>$17.38</td>
</tr>
<tr>
<td>After 15 years but less than 20</td>
<td>$38.96</td>
<td>$36.34</td>
</tr>
<tr>
<td>After 20 and over</td>
<td>$66.35</td>
<td>$61.61</td>
</tr>
</tbody>
</table>
G. **Education Differential**

1. Employees with a degree above the highest degree specified in their class specification shall be eligible for the following differential:

<table>
<thead>
<tr>
<th>Degree</th>
<th>Differential per Month (12 month employee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA/AS Degree</td>
<td>$40</td>
</tr>
<tr>
<td>BA/BS Degree</td>
<td>$55</td>
</tr>
</tbody>
</table>

In order for an employee to be eligible for an education differential, he/she must present the District with evidence of an earned degree from an accredited institution of higher education. Such evidence shall be in the form of an official transcript sent directly to the District by the institution which awarded the degree, or an official sealed transcript provided by the employee. A foreign degree must be determined to be equal to a U.S. (accredited institution’s) degree by an accrediting agency approved by the District. It is the responsibility of the employee to arrange for such evaluation and to provide such verification of equivalency to the District. Employees shall be eligible for the differential the pay period following the receipt of proof of the degree.

**ARTICLE 19 WAGES AND SALARIES**

A. **Salary Placement**

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

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

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

2. Advancements to higher steps shall be made in successive years as of the first day of the correspondingly numbered pay period which the employee received his/her previous step advancement provided that he/she has completed at least 130 days in paid status in regular assignments in the class during the twelve (12) months since the preceding advancement.

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

4. Upon promotion or reclassification which results in salary increase to other than the first step, salary advancement shall be affected as follows:

   a. If the employee completes 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, no change in his/her cycle of step advancement shall occur.

   b. If the employee has not completed 130 days in paid status in regular assignments in the new class as of the date his/her step advancement is due, it shall become effective as of the first day of the pay period which follows his/her completion of the paid status requirement. A new cycle for subsequent step advancements will thus be established.

   c. An employee who is subject to a new probation period must have at least 75% of the required 130 days in paid status in active on-the-job performance of the duties of a position in the class.

5. The following actions shall not affect the employee's cycle of step advancement:

   a. Reallocation

   b. Change to an equal or lower class

6. Notwithstanding other provisions of this Article, employees in classes on accelerated hiring steps or with shortened salary ranges shall receive step advancement as follows:

   a. An employee on any lower step in a class for which an accelerated hiring step or a shortened salary range has been authorized shall advance to the new hiring step on the effective date of the action. Such an employee shall receive an advancement to the next higher step of the schedule for his/her class as of the first day of the pay period in which the accelerated step or shortened range became effective, provided that he/she meets the paid status requirement.

   b. A person initially employed in a class on an accelerated hiring step or with a shortened salary range shall advance to the next higher step of the schedule for his/her class on the first day of the pay period in the next salary year which corresponds in number to the pay period in which he was appointed, provided that he meets the paid status requirement. Subsequent advancements shall be based on the cycle thus established.

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

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

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

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

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

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

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

C. Nothing in this Article shall prevent the Board of Trustees from withholding step advancement provided it is first negotiated with the Union.

D. The District agrees to continue the provisions of Section 414 (h) (2) of the Internal Revenue Code concerning tax treatment of employee retirement contributions to the Public Employment Retirement System.

E. Effective July 1, 2008 increase all salary schedules, increments, and differentials by .68%

F. For 2009-2010, compensation matters of this Agreement may be reopened at the request of either party.
G. For 2010-2011, compensation matters of this Agreement may be reopened at the request of either party.

H. The District reserves the right to grant additional salary increases to any class or classes of positions as it deems appropriate provided the District confers with the Union prior to granting said salary increases.

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

ARTICLE 20 GRIEVANCE PROCEDURES

A. Grievance Defined

1. A grievance is defined as a formal written complaint by an aggrieved permanent employee(s) that there has been a violation of a specific provision(s) of this Agreement or;

2. An appeal of a Notice of Unsatisfactory Service which is not a basis for nor has become a basis for further disciplinary action. Provided that such appeal is based on either (a) an abuse of discretion and/or (b) such notice is not in accord with the facts. Notwithstanding the foregoing, notices issued during an initial probationary period shall not be appealable under this procedure.

B. Matters Excluded: All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to reduction in force; examination procedures, results and references; performance evaluations, except as provided above and in Paragraph 12.E.1.a.; disciplinary matters; and complaints by one employee about another. Also excluded, are those matters so indicated elsewhere in this Agreement. Claimed violation of Article 3, Nondiscrimination and Affirmative Action, are to be handled under other District review procedures and/or statutory procedures, rather than the grievance procedure, with the exception of Section 3.D, which shall be grievable.

C. Definitions

1. Grievant: An employee covered by the terms of this Agreement.

2. Group Grievances: Should the District and/or the Union feel that the significant characteristics of a number of individual grievances or potential grievance are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievances shall be carried through the procedure by one designated Grievant.
3. **Day:** A day, for the purpose of this Article, is defined as any day of the calendar year, except Saturdays, Sundays and legal (or school) holidays.

4. **Division Head:** A management employee assigned the administrative responsibility for a division in the District Offices.

5. **Management Employee:** Any employee designated by the Board of Trustees as management, consistent with the provisions of Government Code 3540 et seq.

D. **General Provisions**

1. **Union Responsibilities:**
   
a. The Union agrees to encourage the Grievant to discuss his/her complaint with his/her immediate Supervisor or the appropriate immediate Supervisor.

b. Before filing a formal written grievance, the Grievant should attempt to resolve it in an informal manner with the appropriate immediate Supervisor.

c. At all grievance meetings under this Article, the Grievant shall be entitled to be accompanied and/or represented by a Union representative. A Grievant shall also be entitled to represent himself/herself. The Supervisor and/or administrator shall have the right to be accompanied by another Supervisor and/or administrator and/or District representative. By mutual agreement, other persons such as witnesses may also attend grievance meetings.

d. **Released Time for Employees and Union Representatives:** Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during working hours, reasonable employee released time including necessary travel time without loss of salary will be provided to the Grievant.

e. **Effect on Time Limits:** If a grievance is not processed by the Grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of 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. All time limits and grievance steps may be shortened, extended or waived, but only by written agreement.

f. The respondent in any grievance shall be the District or individual campus as appropriate, rather than any individual Supervisor or management employee.
g. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties agree to the contrary.

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

i. Only District employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the Grievant.

E. Procedure

1. Step One: Within twenty (20) days after any specific or documented incident upon with the grievance is base, the grievance must be presented in writing on a District's grievance form (Appendix G) to the immediate Supervisor who has the authority to adjust the grievance. The written grievance shall contain a clear concise statement of the action(s) taken by the immediate Supervisor or management employee which resulted in the violation of a specific provision of the Agreement violated, and the name of the employee's representative, if any. If the grievance concerns a Notice of Unsatisfactory Service, the grievance form should also contain a reason for the appeal (i.e., abuse of discretion or not in accord with the facts).

   A meeting between the Grievant and the immediate Supervisor or his/her designee shall take place within ten (10) days from presentation of the grievance. The immediate Supervisor or his/her designee shall reply in writing within ten (10) days following the meeting.

2. Step Two: If the grievance is not resolved in Step One, the Grievant may, within ten (10) days after the receipt of the immediate Supervisor's written decision, present the written grievance to the next level of authority or his/her designee. The written grievance shall contain the same information as in Step One and a copy of the immediate Supervisor's decision. Within ten (10) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within ten (10) days following the meeting.

3. Step Three: If the grievance is not resolved in Step Two, the Grievant may, within ten (10) days after receipt of the decision in Step Two, present the written grievance to the College President or Division Head or his/her designee. The written grievance shall contain the same information as in Step One, copies of the Step One and Step Two decisions, and reasons for the appeal. Within ten (10) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The College President or Division Head or his/her designee shall reply in writing within ten (10) days following the meeting.
4. **Step Four - Request for Hearing:**

   a. If the Grievant is not satisfied with the decision at Step Three, the Grievant, with the concurrence of the Union, may submit the matter to the Office of Employer-Employee Relations for a hearing. This written request must be made within ten (10) days after termination of Step Three. The request for hearing may also include a request to the Board of Trustees for final and binding arbitration. The Grievant may agree to optional mediation before proceeding to final and binding arbitration.

   b. Within ten (10) days from the date the request for hearing is received by the Office of Employer-Employee Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator. The arbitrator shall be selected by mutual agreement of the District and the Union. If the arbitrator indicates that he/she will not be available for a hearing within a reasonable time not to exceed sixty (60) days, the parties will proceed to select another arbitrator as indicated above.

   c. **Final and Binding Arbitration:** The decision rendered by the arbitrator in Article 20.E.4.g. if exercised, or in Article 20.E.4.j., shall become final and binding upon the Grievant(s), the District, and the Union.

   d. The Office of Employer-Employee Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other service required by the arbitrator in fulfilling his/her responsibilities.

   e. The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

   f. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

   g. **Optional Preliminary Hearing of Issues Which Don't Involve Merits of Grievance:** If the District claims that the grievance should be dismissed for reasons which do not go to the merit (e.g. mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Union or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the arbitrator's decision on the preliminary matter(s) and hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defense at the regular hearing, provided that it gives the Union ten (10) days notice of its intention to do so.
h. **Limitation Upon the Arbitrator:** The arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the Grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of $2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount, in excess of $2,500, to be granted. In grievances involving alleged contract violations, the arbitrator's decision shall be limited to a specific finding regarding that alleged violation of a specific term of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or detraction) of the terms of this Agreement. The arbitrator shall have no power to render recommendations on any grievance occurring before or after the terms of this Agreement or to grant a remedy exceeding that sought by the Grievant.

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

j. The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Union, and the Board of Trustees. The decision shall be final and it shall constitute the final administrative remedy available to the Grievant.

k. **Expenses:** The District and the Union will share equally the payment of the services and expenses of the arbitrator. Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense.

l. **Grievance Files:** The District's Office of Employer-Employee 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, unless it is reasonably necessary or appropriate to do so.

m. **No Reprisals:** There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a Grievant pursuant to these procedures, provided such utilization or assistance conforms to rights established under this Agreement.
ARTICLE 21 WINDOW WASHING

A. Window Washing – District Workforce

1. Window washing, when performed by the District's work force, shall be assigned to the classification of Custodian.

2. Custodians shall be paid a differential for window washing in accordance with the following section.

B. Differentials

1. Custodians performing window washing duties from ground level using high pressure hoses or other such devices to reach windows above ground level shall be paid a $2.00 per hour differential for a minimum of one (1) hour.

2. Window washing shall remain a duty in the Custodian class specification. Nothing in this article shall be construed to limit any Custodian from accomplishing incidental window washing of interior or exterior ground level windows in his/her assigned area for periods of less than one (1) hour.

C. Training

1. Window washing for which a differential is authorized shall only be assigned to Custodians who have successfully completed window washing training which will include but not be limited to:

   a. training in window washing skills and techniques; and

   b. training in all applicable safety requirements, methods and standards.

2. Each college shall insure that a sufficient number on that campus has successfully completed window washing training at all times.

   a. Volunteers for training shall be solicited first.

   b. If a sufficient number of volunteers are not found, then management shall assign custodians to make up the complement of trained employees per campus.

   c. Training shall be made available to all Custodians who volunteer for it.

D. Assignments

1. Window washing assignments shall be made on a rotating basis to eligible Custodians.

   a. Eligible custodians who decline a window washing assignment for any reason shall be rotated to the bottom of the assignment list.
E. Contracting Out

1. Contracting out of window washing shall be permitted if the use of boatswain's chairs, swing stages or other similar equipment is required for a specific job.

2. If, for reasons other than those cited in E1. above, the work required is beyond the capability of District employees, window washing jobs may be contracted with the mutual agreement of the Union and the District.

F. Safety

1. The District and the Union shall insure that all Custodians trained for window washing shall receive training in all existing federal, state and local safety requirements.

ARTICLE 22 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) shall be continued for the duration of this Agreement. The District and the Union, in concert with the Joint Labor Management Benefits Committee, shall evaluate the program and shall make recommendations to the Board of Trustees regarding needed modifications and/or renewals.

ARTICLE 23 COMMITTEES

A. District-wide Committees.

The District and the Union agree to establish a district wide committee to discuss workplace issues of mutual concern.

1. Purpose: to discuss areas of concern, resolving ongoing problems and/or proposing methods of fostering better cooperation and communication. Areas of discussion may include but not be limited to: Supervisory-employee concerns, safety issues, retraining needs, time and motion studies, issues or concerns related to pay including payroll systems and emergency pay, and other concerns related to the work of the unit members.

2. Members: up to five (5) selected by the District and ten (10) stewards, no more than two (2) per college, selected by the Union, one of which may be a Union representative, will serve on the committee. Employees selected to participate on the committee are eligible for release/compensatory release time from their regular duties to enable them to participate in the committee meetings.

3. Meeting schedule: At the request of either party, the committee will convene as needed but at least once a month or as otherwise agreed to.
4. Specific topics to be addressed will include:

   a. Evaluation Procedures

   b. Study and Retraining

   c. Safety, to address issues including, but not limited to, those cited in Article 11.H. of this Agreement.

B. College/Worksite Committees.

The District and the Union further agree that college/worksite committees shall be convened on an as needed basis, but not less than once each academic year, to discuss worksite issues including but not limited to the topics listed in article 23.A above. Membership on the college/worksite committees should include 2 members from the administration and 2 members from the union and may include one representative from Local 99.

C. Union Representation on Committees.

If the Board of Trustees, Chancellor, Vice Chancellor, or College President appoint a campus/work-site, and/or District-wide advisory committee, for accreditation, budget planning/development, sexual harassment, AIDS education, staff development, and/or Affirmative Action, the Union may appoint at least one (1) member to each of those committees. At least one (1) SEIU Local 99 member, appointed by SEIU Local 99, shall be appointed to each campus, District Office and District-wide Planning and Advisory Committee (PAC) and any other Shared Governance Committee, not identified above, that will have a direct effect on SEIU Local 99 employees.

D. Computer Access for Committee Service.

Whenever a member of the Union is appointed to serve as a Union representative on a district wide or college/worksite committee, such as the Joint Labor Management Benefits committee, computer access will be provided to enable him/her to carry out his/her representative role on the committee.

E. Joint Labor-Management Leave Committee.

The District, no later than January 2006, will convene a Joint Labor-Management Leave Committee comprised of one representative from each of the District’s classified employee unions, selected by the respective unions, and the Associate Vice Chancellor of Employer/Employee Relations.

The goal of the committee shall be to develop leaves of absence that are consistent across all classified employee unions. “Consistent” means to the extent possible, viable, and agreeable
to the members of the committee, leave packages for the participating unions are the same or substantially similar.

The method shall be that leave provisions of all involved unions shall be scrutinized, and the committee shall choose its preferred terms and conditions from among the existing leave of absence terms and conditions. Existing terms and conditions mean that no new or expanded leaves or leave terms or conditions will be implemented.

No union shall be required to accept the final decision of the committee as it may pertain to that union, however, should any union reject the committee’s decision, no changes will be made to that union’s leaves of absence as they now exist, and that union’s contract will remain unchanged regarding leaves of absence.

F. Release/Compensatory Time

The bargaining unit members of these committees shall have release time to carry out the obligations of this Article.
EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the 11th day of July, 2012.

LOS ANGELES COMMUNITY COLLEGE

DISTRICT

By Miguel Santiago
President, Board of Trustees

By Daniel J. La Vista
Chancellor

By Michael Shanahan
Michael W. Shanahan, Chief Negotiator
Sr. Associate Vice Chancellor (Interim)
Human Resources

By Ramon Castillo
Ramon Castillo, VP, Student Services
Los Angeles Trade-Technical College

By Ann Tomlinson
Ann Tomlinson, VP, Administrative Services
Los Angeles Harbor College

By Bob Sprague
Bob Sprague, VP, Academic Affairs
West Los Angeles College

By Jim Watson
Jim Watson, Director, Business Service District

LOS ANGELES CITY AND COUOMMUNITY

COLLEGE SCHOOL EMPLOYEES UNION

LOCAL 99, S.E.I.U.

By Manny Rangel, Chief Negotiator
SEIU Local 99

By Christzann Ozan
Los Angeles Southwest College

By Keon Hamilton
Los Angeles Southwest College

By Irma Lopez
Los Angeles Mission College

By Mark Ledezma
Los Angeles Valley College

By Antoinette Momon
Los Angeles City College

By Riccardo Pena
Los Angeles City College

By Filliberto Barajas
East Los Angeles College

By James Bradley
Pierce College

By Carlos Diaz
Los Angeles Harbor College
APPENDIX A

UNIT 2 – MAINTENANCE AND OPERATIONS

Agriculture Assistant
Agricultural Technician
Automobile Mechanic
Baker
Cook
Courier
Custodial Trainee
Custodian
Food Services Worker
Gardener
Grill Cook
Groundskeeper
Instructional Aide, Vocational Arts
Instructional Assistant – Horticulture
Instructional Media Specialist
Lead Gardener
Maintenance Assistant
Office Machine Technician
Offset Machine Operator
Physical Education/Athletic Facilities Assistant (Female)
Physical Education/Athletic Facilities Assistant (Male)
Pool Maintenance Custodian
Printing Equipment Mechanic
Theater Management Assistant
APPENDIX B

DOMESTIC PARTNER POLICY FOR HEALTH INSURANCE

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

1. The employee/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 Insurance Section, Business Services Division:
   a. Sharing a common residence, this 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 that 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 of 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 the medical and vision, etc.

3. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of Article 271A, 2 or IIIC, 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 Insurance Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.

6. COBRA Coverage: Domestic partners are not considered "qualified beneficiaries" under federal COBRA regulations but are eligible for COBRA-like continuation of 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.

Form: Affidavit of Domestic Partnership
Form: Declaration of Termination of Domestic Partnership
(stored as PDF files; you need Acrobat Reader to access the forms; if you do not have Acrobat Reader, click this icon to download it)
Access the Affidavit of Domestic Partnership
Access the Declaration of Termination

89
APPENDIX C

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

NAME: _______________________________ EMPLOYEE NUMBER: ____________________________

CLASSIFICATION: ___________________________ DIVISION OR COLLEGE: ____________________________

EVALUATION PERIOD: ___________________________ STATUS: ☐ Probationary ☐ Permanent

REVIEWED JOB CLASSIFICATION DESCRIPTION DURING EVALUATION CONFERENCE? ☐ YES ☐ NO

RATINGS:  
A—EXCEEDS WORK PERFORMANCE STANDARDS  
B—MEETS WORK PERFORMANCE STANDARDS  
C—NEEDS IMPROVEMENT

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARDS</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>COMMENTS (Site Specific Suggestions or Examples)</th>
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<tbody>
<tr>
<td>1. QUALITY OF WORK: Employee demonstrates job knowledge and is accurate, neat, well organized, and thorough.</td>
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<td>2. QUANTITY OF WORK: Employee is productive and meets reasonable standards.</td>
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<td>3. WORK HABITS: Employee shows good daily attendance is punctual, orderly, complies with rules, regulations and instructions and works without immediate supervision.</td>
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<td>4. PERSONAL QUALITIES: Employee uses good judgment, shows initiative, is professional in manner and demeanor and adapts to emergency and new situations.</td>
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<td>5. RELATIONSHIP WITH OTHERS: Employee works effectively and courteously with fellow employees, students, and the public.</td>
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<td>6. SUPERVISORY QUALITIES (if applicable): Employee exhibits leadership, impartiality and fairness in making decisions. Shows good judgment in assigning work and communicates effectively. Assignments are completed in an effective and timely manner.</td>
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<td>7. OTHER FACTORS NOT LISTED ABOVE (Attach additional sheets if necessary)</td>
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<tr>
<td>8. OVERALL PERFORMANCE RATING (*A-consider Notice of Outstanding Performance) (*C-consider Notice of Unsatisfactory Performance)</td>
<td>OVERALL ASSESSMENT</td>
<td></td>
<td></td>
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</tbody>
</table>

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

Supervisor: ☐ yes ☐ no  
Employee: ☐ yes ☐ no

Supervisor’s signature _______________________________ Date ____________
My signature is an acknowledgment that I have seen and discussed this evaluation with my Supervisor, but does not necessarily imply agreement with the evaluation. I understand that I have the right to respond to any derogatory evaluation or statement and attach such response to this evaluation.

Employee’s signature _______________________________ Date ____________

Signature of next level of authority _______________________________ Date ____________

Vice President’s signature _______________________________ Date ____________
INSTRUCTIONS FOR PREPARING PERFORMANCE EVALUATION FORMS

1. An Evaluation shall be completed for:
   Each regular classified employee. In the event an employee has worked for more than one Supervisor during the previous period, a separate evaluation shall be completed by each Supervisor for whom the employee has worked more than 120 working days.

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

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

4. An Employee’s Work Performance shall be evaluated by:
   Placing a check mark (%) in the appropriate box (Needs Improvement or Meets or Exceeds Work Performance Standards) opposite the factor being reported. In addition, the Supervisor should state in the “Comments” space the suggestions he/she gave to the employee on how to improve his/her work performance if below standards, or why the employee’s performance fails to meet or exceed the standards.

5. The Supervisor May:
   Add factors which he/she considers pertinent to the evaluation and record suggestions made to the employee that will aid him/her in improving his/her work or make other pertinent comments.

6. The Supervisor Shall:
   A. Hold a conference with each employee for whom an evaluation is completed.
   Note: The form may be completed at the time of the conference, if the Supervisor so wishes.
   B. Examine each employee:
      • The reasons for performance evaluation shall be given by the Supervisor.
      • The Supervisor shall explain the kind of work performance expected.
      • The Supervisor shall give the reasons for the evaluation given and any negative evaluation or comments shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made, and
      • The Supervisor and the employee may discuss any questions that the employee has concerning his/her job and/or the responsibilities and duties assigned.
      • If the employee feels that the evaluation is improper, he/she may go to the Supervisor’s immediate superior to resolve differences.
   No regular employee shall be denied this privilege.

C. Sign the performance evaluation form and obtain the signature of the employee.
D. Submit the completed form to his/her immediate Supervisor for review and signature.
E. Return a copy of the performance evaluation form for the campus personnel file.
F. Give the employee a copy of the completed form. (If the employee is not available, the Supervisor will send a copy of the form by certified mail to him/her at his/her last known address.)
G. Send the original copy to District Human Resources Division to be placed in the employee’s personnel file.

7. Additional Forms Which May be Used by the Supervisor:
   A. Notice of Outstanding Work Performance is available to provide a record of communication for outstanding work performance in regular, day-to-day activities or in an unusually difficult and/or emergency situation. A Notice of Outstanding Work Performance may be completed and filed at any time considered appropriate by the employee’s Supervisor.

B. A Notice of Unsatisfactory Service is available to:
   1. Provide a written record of an employee’s unsatisfactory service.
   2. Provide a written confirmation that the employee has been told of his/her unsatisfactory service.
   3. Prepare for further disciplinary action, such as suspension, demotion, or dismissal. This Notice of Unsatisfactory Service is given to the employee whenever his/her services are unsatisfactory.

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

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

b. Meets Work Performance Standards: A check in this column indicates that the employee’s work is satisfactory.

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

LOS ANGELES COMMUNITY COLLEGE DISTRICT
NOTICE OF OUTSTANDING WORK PERFORMANCE

INSTRUCTIONS FOR PREPARING NOTICES OF OUTSTANDING WORK PERFORMANCE

1. Reasons for Awarding a Notice of Outstanding Work Performance: To provide an official record of commendation for:
   a. Outstanding, day-to-day performance of an employee
   b. Outstanding work performance in unusually difficult and/or emergency situations.

2. When: Outstanding service may be awarded as often as the Supervisor considers appropriate.

3. Who: Notices are completed by the immediate Supervisor. The immediate Supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is most closely acquainted with the employee’s work.

4. How: The Supervisor should give specific examples or explanatory comments of the employee’s work performance which illustrate in what respect the employee has clearly exceeded the Supervisor’s standards for satisfactory work. These examples or comments should demonstrate the employee’s outstanding work performance on one or more of the following factors:
   - Quantity of work
   - Quality of work
   - Dependability
   - Work habits and attitudes
   - Relationships with people
   - Supervisory ability

5. Awarding the Notice of Outstanding Service:
   a. Present the signed Notice of Outstanding Service to the employee being recognized so that he or she can sign and receive a copy.
   b. Forward a copy to the District Human Resources Division so that a copy can be added to the employee’s Personnel File.
   c. Forward a copy to the Personnel Commission Office.

The following employee is commended for outstanding work performance for the period beginning ______________ and ending ________________.

Name ___________________________ Employee Number __________________

Last First

College/Division __________________ Classification __________________

Below are specific examples or explanatory comments of the outstanding work performance of the employee (attach additional sheets if needed):

Signature of Supervisor __________ Title __________ Date __________

Signature of Employee __________ Title __________ Date __________

Signature of Reviewer (Optional) __________ Title __________ Date __________

LACCD Form 80.21 (Rev., 4-12-2006)
APPENDIX E

LOS ANGELES COMMUNITY COLLEGE DISTRICT

NOTICE OF UNSATISFACTORY SERVICE FOR CLASSIFIED EMPLOYEE

Name_________________________ Employee Number_____________________

College/Division_________________ Classification_____________________

This Notice is issued for the period from _______________ to _______________

Recommendation for discipline (if any): ____________________________________________

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

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

2. The charges, which support the above causes, are specified on the attached page(s).

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

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

_________________________________________________________________________

Immediate Supervisor Date

Employee Date

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

Next higher level Supervisor Date

President, Vice Chancellor Or Chancellor Date

Witness Date

(in the event employee Refuses to sign Notice)

Note: If employee is unavailable to sign, please send to Employer-Employee Relations for issuance by certified mail

LACCD Form C1065-6 7/02
INSTRUCTIONS FOR PREPARATION AND ISSUANCE OF NOTICE OF UNSATISFACTORY SERVICE FORM

1. Preparation - Prepare an original and two (2) copies of the form as follows (refer to Personnel Guide B478):
   (a) Indicate name, employee number, college, and classification at top of form.
   (b) Enter the specific period during which the employee’s services were unsatisfactory, making certain that the dates cited encompass the earliest and latest dates referred to in the Charges section.
   (c) If discipline (suspension, demotion or dismissal) is recommended, indicate the level of discipline.
   (d) In section 2, list the dates, if any, on which informal and formal conferences were held with the employee. Attach a sheet with a brief chronological synopsis of what was covered during each of those meetings.
   (e) In section 3, indicate the Causes for issuing the Notice; choose one or more causes from among the following causes as set forth in Personnel Commission Rule 735 that best describes the unsatisfactory performance:
      1. Incompetence
      2. Irregularity
      3. Insubordination
      4. Willful misconduct or any other willful failure of good conduct tending to injure the public service
      5. Irrelevancy or dereliction of duty
      6. Willful and persistent violation of the provisions of the Education Code, public policy, or of policies, rules, regulations, or procedures adopted by the Board of Trustees or the Personnel Commission
      7. Dishonesty
      8. Disloyal, abusive, or threatening language or behavior directed toward any person, including sexual harassment, racial harassment, or other legally prohibited actions or behavior
      9. Immoral conduct
      10. Appearing for work under the influence of alcohol or controlled substance or using alcohol or a controlled substance illegally while on duty
      11. Conviction of any controlled substance offense as defined in Education Code Section 87011
      12. Failure to abide by the conditions of an agreement regarding participation in an alcohol or substance abuse rehabilitation program
      13. Frequent unexcused absence or tardiness
      14. Abuse of leave privileges by habitual use of leave for trivial indispositions or by absence so frequent that the efficiency of the service is impaired
      15. Absence without leave or abandonment of position
      16. Failure to disclose material facts or the making of any false or misleading statement on any official document of the District or Personnel Commission
      17. Failure to report for a health examination after reasonable notice
      18. The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which precludes an employee from satisfactorily performing the essential duties of the position classification to which assigned
      19. Failure to disclose material facts regarding criminal records
      20. Failure to report for review of criminal records after reasonable notice
      21. One or more criminal convictions which indicate that the person is a poor employment risk in the job classification held
      22. Conviction of any sex offense as defined in Education Code Section 87010
      23. Engagement in political activities during assigned hours of employment
      24. Advocacy of overthrow of the government of the United States or the State of California by force, violence, or other unlawful means
      25. Knowingly or knowingly remaining a member of the Communist Party on or after November 12, 1952, as defined in Education Code Section 88122
      26. Active participation by a management or confidential employee in the affairs of an employee organization which is an exclusive representative
      27. Unauthorized use or abuse of District or student body property
      28. Failure to successfully complete a training program or to meet a special entrance qualification that is required for a job classification
      (f) In section 4, cite the Charges that support the causes on an attached sheet(s) of paper, if necessary.
      (g) Signatures of Supervisors and President (Associate Vice Chancellor or Chancellor) must be in place before issuing the form.

2. Issuance - Arrange to meet with the employee to issue the Notice of Unsatisfactory Service. You should have a witness with you during the meeting.

3. Signature - Request that the employee sign Form C1065 as an indication that he/she has received a copy of the form. If the employee refuses to sign the form, have a witness sign Form C1065 as an indication that the employee received and/or was offered copy of the form. The employee (or witness) should sign form C1065 and initial and date all other documents attached to it. If the employee is not available to be served with the Notice, forward it to Employer-Employee Relations for service via certified mail.

4. Distribution: Original – Forward to Employer-Employee Relations immediately
   Copy 1 – To employee
   Copy 2 – College files—OR
   Original and Copy 1 – To Employer-Employee Relations if employee refused to sign or take copy or was unavailable to do so.
APPENDIX F

LOS ANGELES COMMUNITY COLLEGE DISTRICT
EMPLOYEE GRIEVANCE FORM

INSTRUCTIONS: Sections 1 through 9 must be completed by the grievant (please type or print). One copy of this form must be submitted to the respondent. The appropriate grievance procedure for your respective unit must be followed.

1. Grievant: (Full Name):

2. Location:

3. Job Title (Position) 4. Employee No.

5. Name(s) of Representatives, if any

6. Office or Department

Name(s)

Organization

GRIEVANCE

7. Step 1 Authority

Name

Job Title

8. Clearly and concisely state your grievance: (attach additional sheets if necessary.)

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

Signature of Grievant

Date

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

LACCD Form C2024-1 1/92