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IDnum 295 **Language** English **Country** United States **State** CA

Union AFT (American Federation of Teachers) AFL-CIO

Local 1521

| Occupations Represented |
|---|
| Teachers—postsecondary |
| Librarians |
| Counselors |
| Athletes, coaches, umpires, and related workers |
| Registered nurses |

Bargaining Agency Los Angeles Community College District

Agency industrial classification (NAICS):
61 (Educational Services)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

AGREEMENT
Between the Los Angeles Community College District
and the
American Federation of Teachers College Guild
Local 1521, CFT/AFT, AFT/CIO
July 1, 1999 through June 30, 2002

The officially executed agreement between the District and the AFT is on file in the office of Employer-Employee Relations and in the office of the AFT College Guild. This copy is provided for personnel use only. All official rulings and interpretations shall be made from the officially executed copy.

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ARTICLE 1, PREAMBLE

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board), and the American Federation of Teachers College Guild, Local 1521, AFT/AFL-CIO (hereafter referred to as the AFT), 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 substitute and other personnel who serve more than twenty consecutive working days during an academic year. 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

Handicap Specialist

Learning Disability Specialist/Instructor

Athletic Director

Child Development Center Teacher

Director, Child Development Center

Department Chair

Instructor Special Assignment

Consulting Instructor

Faculty Representative

ARTICLE 4, ACADEMIC FREEDOM

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

ARTICLE 5, NON-DISCRIMINATION

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.

ARTICLE 6, GENERAL PROVISIONS

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

B. All public, 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, 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, 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, copies of this Agreement shall be printed at the shared expense of the parties within thirty (30) days after it becomes effective and a copy distributed by the AFT to each faculty member now employed. The District shall distribute a copy to new faculty members.

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 online inquiry capability (TPE or equivalent) 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 6 FTE, with a maximum of .6 FTE granted to any one individual beyond one who may receive 1.0 FTE, of 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.

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.

B. Full-time faculty shall be provided with office space that includes phone access. Counselors should be assigned offices that are private. Part-time faculty shall have access to office and storage space, as well as phone access. Department chairs shall take appropriate action to fulfill the District's responsibility to provide adequate office space for their part-time faculty (adequate office space includes access to a desk, chair, telephone and file cabinet). The District also shall provide authorized instructional supplies, as well as reprographic and audio-visual services to all faculty; however, use of such services shall be limited to district instructional activities only. In addition, appropriate keys shall be issued to each faculty member at the beginning of his/her assignment.

As a goal, each office should have its own phone extension number. Each department should have timely and convenient access to FAX communications. As a goal every district computer should be connected to the Internet. All faculty members should have convenient access to the LAN.

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

D.Each campus shall establish a Work Environment Committee composed of five (5) faculty members designated by the AFT and two (2) administrators designated by the College President and other employees as designated by their contracts with the District. The chairperson of the College Work Environment Committee shall be one of the faculty members and shall be elected by the committee. The term of office shall be two (2) years. Training in risk management shall be provided to assist committee members.

The College Work Environment Committee shall consider and monitor all work environment matters including, but not limited to: facilities, office space, air quality, temperature control, lighting, VDT usage, health, safety, and sanitation. The Work Environment Committee should be encouraged to use Interest Based Bargaining in its deliberations. 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. The Chief Administrative Officer of the campus shall provide to the Chair of the WEC a copy of the quarterly report on projects underway.

E.Smoking shall be prohibited in all buildings occupied for District use.

F.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.

ARTICLE 10, CALENDAR

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, increasingly, competition from neighboring community colleges.

The AFT and the District agree that each college shall select an academic calendar from a menu of calendar

options that best serves the educational, workplace and enrollment needs of its students, community and service area interests.

A.Menu of Calendar Options.

- 1.The available calendar options for 2000-2001, 2001-2002, and 2002-2003 are set forth in Appendix L. The last day of each final examination period is intended primarily for makeup exams and student conferences, but a college may schedule examinations on that day.
- 2.Notwithstanding Section 1, a college may establish a calendar other than those contained in Appendix L, subject to meeting all legal requirements, the approval of the College Calendar Committee, the AFT College Guild and the District.

B.Base Calendar: Each college shall operate with the Early Start-Base Calendar for the 1999-2000 year and until such time as it selects a different calendar option.

C.Calendar Selection Procedure.

- 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 Chair 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 may begin as early as the fall semester of the first base calendar year. It 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.

ARTICLE 11, HOLIDAYS AND VACATION DAYS

A.Authorized Holidays: 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). Colleges will be closed on authorized holidays.

B. Authorized Vacation Days: 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. These days shall include Asian New Year (per lunar calendar), Japanese Relocation Memorial Day (February 19), International Women's Day (March 8), Armenian Holocaust Day (April 24), Cinco de Mayo (May 5), Warsaw Ghetto Day (May 8), Bloomsday (June 16), African American Day (June 19), and Susan B. Anthony Day (August 26). Additional commemorative days may be added to the above list subject to the approval of the Board.

D. Monthly and Hourly Rate Employees (other than substitute)

1. An employee shall receive pay in a regular assignment, or in an assignment in lieu of his/her regular assignment as a temporary consultant, acting employee, or as a substitute in a higher class than that of the regular assignment for holidays and vacation days listed in Section A and B and for other holidays or vacation days authorized by the Board for employees on his/her assignment code basis, if:

a. The holiday/vacation day is one of his/her regular assigned days, and

b. He/She has been in paid status during any portion of either the last working day of his/her assignment before the holiday/vacation day or on the first working day of his/her assignment after the holiday/vacation day.

2. Employees on illness leave on either side of a holiday/vacation day will receive holiday/vacation pay, if eligible, without having the time charged to illness pay allowances. Employees on sabbatical leave receive the same pay for holiday/vacation days as for working days.

3. Compensatory Time Off: Any employee 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. Substitutes will be assigned for 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.

4. 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.

E. Substitute Employees: A substitute employee with substitute status only or on leave from regular status to serve as a substitute receives pay for holidays or vacation days if:

- 1.The holiday/vacation day is one of the assigned days of the regular employee in whose place the substitute is serving, and
- 2.The substitute employee has status as a substitute on the holiday/vacation days for which salary is received, and
- 3.For holiday/vacation days of one or two days, the substitute employee must serve as a substitute for the same regular employee on a portion of the last working day of that employee's assignment before the holiday/vacation day and on any portion of the first working day of that employee's assignment after the holiday/vacation day or
- 4.Holiday or vacation days of more than two days:

a.For holiday/vacation day pay for the Winter Vacation period, the substitute must have been paid for at least the number of hours corresponding to sixty (60) days within the B, C, or D assignment basis during the current academic year up to and including the last working day prior to the Winter Vacation. The sixty (60) days include pay for holiday/vacation days during the first, second, and third school months, but exclude prospective pay during the fourth school month, whether or not there are working days after the holiday/vacation day.

b.For the Spring Vacation period, the substitute must have been paid for at least the number of hours corresponding to thirty (30) days from the beginning of the sixth school month up to and including the last working day of the week prior to the Spring Vacation.

F.Change of Status: A substitute who is made probationary or permanent immediately following a holiday or vacation day shall receive holiday/vacation pay at his/her substitute rate if he/she serves as a substitute for a regular employee on the last day of that employee's assignment before the holiday/vacation day or on the first day of his/her own assignment after the holiday/vacation day and the holiday/vacation day is one of his/her assigned days. For holidays or vacation days of more than two days, payment is based on the requirements listed in E.4. above.

G.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.

ARTICLE 12, CLASS SIZE

A.Each department shall, as a goal, maintain an average class size of 34 students at the first 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 Chair. This information shall be provided to the AFT and the Office of Academic Affairs.

D.To ensure compliance with this Article, the President must take such steps as are reasonable and consistent with the terms and conditions of this Agreement.

E.The President or his/her 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 Vice President of Academic Affairs or his or her designee, after consultation with the Department Chair or the faculty member involved, whenever reasonably 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 a standard academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than a standard academic semester) if the number of students actually attending is fewer than fifteen.

G.The Vice President of Academic Affairs or his or her designee 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 a standard academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than a standard academic semester) if the number of students actually attending is fewer than eight. The President, or his or her designee, and the AFT Chapter shall, after consulting with the college Academic Senate, 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 Vice President of Academic Affairs, or his or her 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 Vice President of Academic Affairs or his/her designee.

ARTICLE 13, ASSIGNMENT

A.Assignment, Full-Time

1. Annual Assignment. The AFT and the District shall in good faith continue exploration of the suitability and feasibility of providing the opportunity for faculty on a volunteer basis to substitute an alternate twelve (12) week summer assignment for either the Fall semester or Spring semester or some alternate thereof. This exploration is conducted with the view that, if both parties find conditions acceptable, equitable, practicable, and legal for the adoption of such a voluntary change in annual assignments, they will make a good faith effort to negotiate such a change.
2. Classroom Faculty Members. Monthly rate faculty members paid on the Preparation Salary Schedule who are assigned to full-time classroom positions shall render service to the District for 30 hours per week exclusive of duty-free mealtimes with discipline teaching hours in accordance with Table A.
3. Librarians. Monthly rate Librarians paid on the Preparation Salary Schedule who are assigned to full-time positions shall render service to the District for 30 hours per week exclusive of duty-free mealtimes.
4. Counselors and Instructor-Advisors. Monthly rate Counselors and Instructor-Advisors paid on the Preparation Salary Schedule who are assigned to full-time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
5. College Nurses. Monthly rate College Nurses paid on the Preparation Salary Schedule who are assigned to full-time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
6. Consulting Instructors. Monthly rate Consulting Instructors paid on the Preparation Salary Schedule who are assigned to full-time positions, except those assigned to the Campus Learning Skills Center, shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
7. Instructor Special Assignment. Monthly rate Instructors Special Assignment paid on the Preparation Salary Schedule who are assigned to full-time positions, except those assigned to the Campus Learning Skills Center, shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
8. Faculty Members Assigned to Teach in the Campus Learning Skills Center. Monthly rate faculty members paid on the Preparation Salary Schedule who are assigned to teach courses scheduled in an individualized mode in the Campus Learning Skills Center, or elsewhere following a similar mode of instruction, shall do so for 25 hours per week and shall render service to the District for 30 hours per week exclusive of duty-free mealtimes.
9. Child Development Center Directors and Teachers. Monthly rate Child Development Center Directors and Teachers paid on the Preparation Salary Schedule who are assigned to full-time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
10. PACE. Faculty assigned to PACE courses shall be monthly rate employees. Hours assigned in excess of a full-time assignment shall be paid at the hourly rate consistent with Article 29. Such hourly assignments shall not be considered as hourly rate assignments with respect to Article 16. Faculty may also be assigned hourly rate under Article 16 in assignments supplementing the PACE program; this

does not authorize staffing the basic full-time positions in PACE at hourly rate. As a goal 20% of PACE classes each semester should be taught by contract, regular or substitute faculty. Employees once hired as contract employees in the PACE program are not eligible for reassignment outside the PACE program without approval of the College President or his/her designee. Assignments in a summer PACE program between the Spring semester and the following Fall semester shall not be considered Summer Session Assignments for the purposes of Article 15, and hours assigned in excess of a full-time assignment shall be paid at the hourly rate consistent with Article 29, as described above.

PACE Directors shall be assigned as Instructor Special Assignment for a minimum of 0.6 of a full-time assignment in the academic year. Directors who are responsible for multiple tracks shall be eligible for one full-time assignment as an Instructor Special Assignment for the academic year.

11. The District and the AFT agree to continue a joint labor-management committee which shall study the contractual issues involved in nontraditional modes of instruction such as, but not limited to, ITV and other distance learning, PACE, and travel study, including FTE, class size and class limits, and possible decentralization of ITV.

B. Assignments, Fractional

Monthly rate employees who are assigned for less than full-time shall render service for the number of hours based upon the proportion that their fractional assignment is to a full assignment.

C. Assignments, Hourly Rate

1. The basic hourly rate assignment shall be seven (7) hours per week or less. The basic hourly rate assignment may be increased to a maximum of sixty percent (60%) of a full assignment when averaged over the semester upon application to the College President by the Department, recommendation of the College President, and approval of the Chancellor, or his or her designee.

2. Each hourly rate 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 hourly rate 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 class hour that is a part of the faculty member's hourly rate assignment.

[Note: The salary schedule for hourly rate classroom teachers shall include a salary differential for office hours that is payable to all hourly rate faculty members who are assigned to teaching duties except hourly rate faculty members who are also monthly rate employees of the District. For 1999-2000, the total amount of the differential shall be \$9.09 for each class hour that is a part of the faculty member's hourly rate assignment.]

D. Assignments, Conditions and/or Exceptions

1. 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. For purpose of assigning and scheduling teaching 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. If the District assigns a teaching 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 Vice President or his or her designee as being beyond the fifth workblock shall (except for hours that are a part of an hourly rate assignment) be weighted by a factor of 1.5 for the purposes of calculating the faculty member's load.

4. 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 teaching 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 D3 above with the written concurrence of the AFT Chapter Chair.

5. Teaching Hours. Table A lists the hours of assigned teaching that each full-time faculty member, except those assigned to teach instructional television, or courses offered in an individual study mode, shall provide each week. The teaching hours listed in Table A may be averaged over the life of this Agreement but, except as provided in Article 39 (Load Banking), may never vary by more than a total accumulated sum of five (5) hours. 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 hourly 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 underload, for an instructor who has an overload equal to a portion of a class, the instructor may elect to be paid at his/her hourly rate for that portion of a class provided that the AFT campus chapter chair 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, Retention and Seniority, Hourly Rate, 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.

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 Session Assignment, and Article 16, Retention and Seniority, shall not apply to contract courses except that if a regular employee or an employee on the hourly rate seniority list is selected to teach a course, he/she shall be granted hourly rate seniority. If an employee is assigned to a contract course at the hourly rate which extends into the Summer Session for more than five (5) weeks or the Summer Session 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.

Regular employees and employees on the hourly rate seniority list at a college offering contract courses shall be given first consideration for assignment to teach the course and, if qualified (including the specialized expertise required to teach the course as determined by the appropriate department chair and the contractee), shall be offered an assignment to teach the course according to provisions of Article 16 and shall be given hourly rate seniority credit according to provisions of Article 16.

If an individual has satisfactorily taught a contract course, he/she shall have the right to continue teaching the course if it is offered again regardless of where the course is taught.

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

7.Teaching Hours in New Disciplines. The teaching hours in disciplines not listed in Table A shall be established as a result of mutual agreement in consultation between the Board and the AFT.

8.Related Duties

a.All monthly rate faculty assigned to teaching duties shall maintain a posted schedule of office hours per week at a reasonable time for student consultation as indicated below. A copy of the office hours shall be given to the Vice President of Academic Affairs.

Table A Schedule

Teaching Hours.....Office Hours

| | |
|------------------|---|
| 12 to 15..... | 5 |
| 16..... | 4 |
| 17..... | 3 |
| 18 and over..... | 2 |

b.All monthly rate faculty assigned to teaching duties shall be available for student consultation by appointment, upon request by the student.

c.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 staff development. The responsibility for involvement in college activities and assignments shall not exceed the total hours indicated in Section A of this Article.

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

e.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 open for business) after the last day of the final examination 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.

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.

E.The District may employ District retirees in the temporary position of Senior Instructor for instructor, counselor, librarian, instructor special assignment, consulting instructor, and athletic director, using the standard class codes for such positions but a special status code.

- 1.The retiree must have retired from a full-time monthly rate certificated position with the District, and must have held a full-time assignment in the District as an instructor, counselor, or librarian.
- 2.The retiree's assignment as a Senior Instructor may not exceed 100% of full-time, but may be of any value less than 100%, except as limited by 6. below. No class may be a part of the assignment of a Senior Instructor, unless (1) the class was staffed the previous semester not at hourly rate, or (2) the class is one of a pattern of classes offered over the previous two semesters or more not at hourly rate, or (3) the class has first been offered to each person on the hourly seniority list for one class who has not been assigned one hourly class, and the class has first been offered to each person on the hourly seniority list for more than one class who has not been assigned two hourly classes.
- 3.A Senior Instructor shall have the same assignment and duties, according to Article 13 Sections A, B and D, as a temporary monthly rate counselor, instructor, or librarian who is not a Senior Instructor.
- 4.The full-time rate of pay shall be one-half the current preparation schedule rate for the step and column assigned to the retiree at the time of his/her retirement, including counselor, certificate and degree differentials and any increments due for the position, but not including the department chair differential.
- 5.A Senior Instructor may not bump hourly rate employees in the same manner as may other monthly rate employees, pursuant to Article 16.D.1(ver.B). A Senior Instructor teaching a full load in a discipline with teaching hours greater than 18 shall be paid one-half the hourly overbase rate for additional hours beyond 18.
- 6.All Senior Instructor employment shall be at the discretion of the District on an as-needed basis, and subject to approval by the department in which the service lies. Article 16 shall not apply to Senior Instructor service. Such employment must be a legal temporary assignment under the Education Code, e.g. it cannot be the third temporary assignment exceeding 60% of full-time in regular funds within three consecutive school years.

TABLE A

Standard Teaching Hours

DISCIPLINE -- Hours

ACCOUNTING -- 15

ADDICTION STUDIES -- 15

ADMINISTRATION OF JUSTICE -- 15

AEROSPACE PRODUCTION TECHNOLOGY -- 20

AFRICAN-AMERICAN STUDIES -- 15

AGRICULTURAL ENGINEERING -- 18

AGRICULTURE -- 18

AGRICULTURE BUSINESS -- 18

AIR COOLED ENGINE PRODUCTS REPAIR -- 21

AIR CONDITIONING AND REFRIGERATION -- 15

AIR CONDITIONING TECHNIQUES-BASIC -- 21

AIR CONDITIONING & REFRIGERATING TECHNOLOGY -- 20

AIRCRAFT ELECTRONICS TECHNOLOGY -- 20

AIRCRAFT PRODUCTION SKILLS -- 20

ALLIED HEALTH -- 15

AMERICAN CULTURAL STUDIES -- 15

AMERICAN SIGN LANGUAGE -- 15

ANATOMY -- 15

ANIMAL HUSBANDRY -- 18

ANTHROPOLOGY -- 15

ARABIC -- 15

ARCHITECTURAL TECHNOLOGY -- 21

ARCHITECTURE -- 15

ARMENIAN -- 15

ART -- 15

ASIAN-AMERICAN STUDIES -- 15

ASTRONOMY -- 15

AUTOMOTIVE COLLISION REPAIR -- 21

AUTOMOTIVE DIESEL MECHANICS -- 18

AUTOMOTIVE ENGINE TECHNOLOGY -- 15

AUTOMOTIVE AND RELATED TECHNOLOGIES -- 21

AUTOMOTIVE SERVICE -- 21

AUTOMOTIVE SERVICE TECHNOLOGY -- 15

AUTOMOTIVE TECHNOLOGY -- 15

AVIATION MAINTENANCE TECHNICIAN -- 20

BAKING, PROFESSIONAL -- 21

BIO-MEDICAL TECHNOLOGY -- 21

BIOLOGY -- 15

BOTANY -- 15

BROADCASTING -- 15

BUILDING & GROUNDS MANAGEMENT -- 21

BUILDING CONSTRUCTION TECHNIQUES -- 21

BUSINESS -- 15

CABINET MILLWORK - APPRENTICE -- 21

CABINETMAKING AND MILLWORK -- 21

CANCER PROGRAM MANAGEMENT -- 15

CARPENTRY -- 21

CATERING ARTS -- 21

CHEMICAL TECHNOLOGY -- 18

CHEMISTRY -- 15

CHICANO STUDIES -- 15

CHILD DEVELOPMENT -- 15

CHINESE -- 15

CINEMA -- 15

COMMUNITY CARE FACILITY MANAGEMENT -- 15

COMMUNITY DEVELOPMENT -- 15

COMPUTER INFORMATION SYSTEMS -- 15

COMPUTER SCIENCE-INFORMATION TECHNOLOGY -- 15

COMPUTER TECHNOLOGY -- 15

CONSUMER ELECTRONICS TECHNICIAN -- 21

CONSUMER STUDIES -- 15

COOPERATIVE EDUCATION -- 21

CORRECTIONS -- 15

COSMETOLOGY -- 21

CULINARY ARTS -- 21

CULINARY ARTS - APPRENTICE -- 21

DAIRY HUSBANDRY -- 18

DENTAL ASSISTING -- 18

DENTAL HYGIENE -- 18

DENTAL TECHNOLOGY -- 18

DEVELOPMENTAL COMMUNICATION -- 12

DIESEL AND RELATED TECHNOLOGY -- 21

DIESEL ENGINE MECHANIC - APPRENTICE -- 21

DIESEL TECHNOLOGY -- 18

DRAFTING -- 15

DRAFTING ROOM ASSISTANT -- 21

DRAFTING WORK-STUDY -- 21

EARTH SCIENCE -- 15

ECONOMICS -- 15

EDUCATION -- 15

EDUCATION-SPECIAL -- 15

ELECTRIC MOTOR REPAIR -- 21

ELECTRICAL CABLE SPLICER -- 21

ELECTRICAL CABLE SPLICER FOR APPRENTICES -- 21

ELECTRICAL CONSTRUCTION AND MAINTENANCE -- 21

ELECTRICAL CONSTRUCTION ENGINEERING -- 21

ELECTRICAL LINEMAN FOR APPRENTICES -- 21

ELECTRICAL SUPPLY & EQUIPMENT PROCESSING -- 21

ELECTROMECHANICAL TECHNOLOGY -- 15

ELECTRICITY -- 15

ELECTRON MICROSCOPY -- 18

ELECTRONICS -- 15

ELECTRONICS ASSISTANT -- 21

ELECTRONICS COMMUNICATIONS -- 21

ELECTRONICS ENGINEERING TECHNICIAN -- 21

ELECTRONICS SYSTEM TECHNICIAN -- 21

ELECTRONICS TECHNOLOGY -- 21

EMERGENCY DEPARTMENT ASSISTANT -- 18

ENGINEER-OPERATION/MAINTENANCE -- 21

ENGINEER OPERATION/MAINTENANCE - APPRENTICE -- 21

ENGINEERING, TECHNICIAN -- 15

ENGINEERING, CIVIL -- 15

ENGINEERING, CIVIL TECHNOLOGY -- 15

ENGINEERING, ELECTRICAL -- 15

ENGINEERING, ELECTRICAL TECHNOLOGY -- 15

ENGINEERING, GENERAL -- 15

ENGINEERING, GENERAL TECHNOLOGY -- 15

ENGINEERING, MECHANICAL -- 15

ENGINEERING, MECHANICAL TECHNOLOGY -- 15

ENGLISH -- 12

ENGLISH AS A SECOND LANGUAGE LEVELS 1,2,3,4C,5C,6C,7C -- 15

ENGLISH AS A SECOND LANGUAGE LEVELS 4A,4B,5A,5B,6A,6B,7A,7B -- 12

ENTOMOLOGY -- 15

ENVIRONMENTAL CONTROL TECHNICIAN -- 18

ENVIRONMENTAL HAZARDOUS MATERIALS TECHNOLOGY -- 15

ENVIRONMENTAL SCIENCE -- 15

ESCROW -- 15

FAMILY AND CONSUMER STUDIES -- 15

FARSI -- 15

FASHION AND VISUAL MERCHANDISING -- 21

FASHION DESIGN -- 21

FILIPINO -- 15

FINANCE -- 15

FIRE SCIENCE -- 15

FIRE TECHNOLOGY -- 15

FLORISTRY HORTICULTURE -- 18

FOOD SERVICE MANAGEMENT -- 15

FRENCH -- 15

GEOGRAPHY -- 15

GEOLOGY -- 15

GERMAN -- 15

GRAPHIC ARTS -- 15

HEALTH -- 15

HEALTH INFORMATION TECHNOLOGY -- 15

HEALTH OCCUPATIONS -- 18

HEALTH SERVICES MANAGEMENT -- 15

HEBREW -- 15

HISTORY -- 15

HOTEL AND MOTEL MANAGEMENT -- 21

HUMANITIES -- 15

IMPORT AUTOMOBILE TECHNOLOGY -- 20

INDUSTRIAL ARTS -- 15

INDUSTRIAL TECHNOLOGY -- 15

INSPECTION TECHNOLOGY -- 21

INTERIOR DESIGN -- 15

INTERNATIONAL BUSINESS -- 15

ITALIAN -- 15

JAPANESE -- 15

JEWISH STUDIES -- 15

JOURNALISM -- 15

KOREAN -- 15

LABOR STUDIES -- 15

LATIN -- 15

LAW -- 15

LEARNING SKILLS -- 15

LIBRARY/MEDIA TECHNOLOGY -- 15

LIBRARY SCIENCE -- 15

LINGUISTICS -- 15

MACHINE SHOP - CNC -- 21

MACHINE TOOLS TECHNOLOGY -- 21

MANAGEMENT -- 15

MANICURING -- 21

MARINE TECHNOLOGY -- 15

MARKETING -- 15

MATHEMATICS -- 15

MEASUREMENT SCIENCE -- 15

MECHANICAL ASSISTANT -- 21

MECHANICAL ENGINEERING TECHNOLOGY -- 21

MEDICAL ASSISTING -- 15

MEDICAL RECORD TECHNOLOGY -- 15

METALLURGICAL TECHNICIAN -- 21

METALLURGICAL TECHNICIAN - APPRENTICE -- 21

METEOROLOGY -- 15

MICROBIOLOGY -- 15

MICROCOMPUTER TECHNICIAN -- 21

MINERALOGY -- 15

MOTORCYCLE REPAIR MECHANIC -- 21

MUSIC -- 15

NATURAL RESOURCES MANAGEMENT -- 15

NUCLEAR MEDICINE TECHNOLOGY -- 21

NUMERICAL CONTROL -- 15

NURSE AIDE -- 18

NURSING -- 18

NURSING, REGISTERED -- 18

NURSING, VOCATIONAL -- 18

OCCUPATIONAL SAFETY -- 15

OCCUPATIONAL THERAPY -- 15

OCEANOGRAPHY -- 15

OFFICE ADMINISTRATION -- 15

OFFICE MACHINES -- 15

OPTICS -- 18

ORNAMENTAL HORTICULTURE -- 18

PERSONAL DEVELOPMENT -- 15

PHARMACY TECHNOLOGY -- 18

PHILOSOPHY -- 15

PHOTO LAB TECHNICIAN -- 21

PHOTOGRAPHY -- 15

PHOTOGRAPHY - T -- 21

PHYSICAL EDUCATION -- 15

PHYSICAL EDUCATION (ACTIVITY) -- 18

PHYSICAL SCIENCE -- 15

PHYSICAL THERAPIST ASSISTANT -- 21

PHYSICS -- 15

PHYSIOLOGY -- 15

PIPING TECHNOLOGY -- 21

PLANNING-URBAN -- 15

PLASTICS TECHNICIAN -- 21

PLUMBING -- 21

POLITICAL SCIENCE -- 15

PORTUGUESE -- 15

PRINTING -- 15

PRINTING-BINDERY -- 21

PRINTING-GRAPHIC ARTS COMPOSITION -- 21

PRINTING-GRAPHIC ARTS MANAGEMENT -- 18

PRINTING-GRAPHIC ARTS PRESSWORK -- 21

PRINTING-PHOTO-OFFSET -- 21

PRINTING-PRINTING TECHNOLOGY -- 21

PROCESS PLANT TECHNOLOGY -- 15

PROSTHETICS & ORTHOTICS -- 16

PSYCHIATRIC TECHNICIAN -- 21

PSYCHOLOGY -- 15

PUBLIC RELATIONS -- 15

PUBLIC SERVICE -- 15

QUALITY CONTROL -- 15

RADIO AND TELEVISION -- 21

RADIOLOGIC TECHNOLOGY -- 21

REAL ESTATE -- 15

RECREATION -- 15

REFRIGERATION & AIR CONDITIONING MECHANICS -- 21

RESPIRATORY THERAPY -- 21

RESTAURANT MANAGEMENT -- 21

RUSSIAN -- 15

SHEET METAL WORK -- 21

SHEET METAL WORK - APPRENTICE -- 21

SIGN GRAPHICS -- 21

SOCIAL SCIENCE -- 15

SOCIOLOGY -- 15

SOLID WASTE MANAGEMENT TECHNOLOGY -- 21

SPANISH -- 15

SPEECH COMMUNICATION -- 15

STATISTICS -- 15

STREET MAINTENANCE -- 21

SUPERVISION -- 15

SUPPLY WATER TECHNOLOGY -- 21

TAILORING -- 21

TECHNICAL ILLUSTRATION -- 21

TELEVISION -- 15

THAI -- 15

THEATER -- 15

TILESETTING -- 21

TOOL AND MANUFACTURING TECHNOLOGY -- 15

TRANSPORTATION -- 15

TRAVEL -- 15

TRUCK MECHANIC - APPRENTICE -- 21

VISION CARE TECHNICIAN -- 15

VISUAL ARTS -- 15

VISUAL COMMUNICATIONS -- 21

VISUAL MERCHANDISING AND DISPLAY -- 21

VOLUNTEER PROGRAM MANAGEMENT -- 15

WASTEWATER TECHNOLOGY -- 21

WELDING -- 15

WELDING GAS AND ELECTRIC -- 21

ZOOLOGY -- 15

ARTICLE 14, 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 include, but are not limited to, assignments as a classified employee, an unclassified employee, an hourly rate 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 or Plan B listed below. Head Football coaches may be assigned in accordance with the conditions listed in Plan A, Plan B or Plan C listed below. The Head 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. Coaches whose season is extended because of play-off obligations shall be compensated at the same weekly rate for the period of the play-offs.

a. Plan A

(1) A Head Coach may choose to receive coaching pay as limited by Section E.5. of this Article equal to ten (10) hours per week for the number of weeks of the assignment not to exceed the number of weeks that the sport is officially sanctioned by the State Athletic Commission. The coaching pay is equal to the rate listed on the District's salary schedule for Supplemental Instructors. Some sports are sanctioned to begin practice before the academic year begins, during which time a Head Coach is not eligible to receive coaching pay as he/she is being paid preparation salary rate during this period of time;

(2) receive Preparation Salary Schedule pay for the number of weekdays, exclusive of holidays, that the sport is officially sanctioned to begin practice prior to the beginning of the academic year; and

(3) 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

(1) A head coach may choose to receive Preparation Salary Schedule pay for the number of weekdays, exclusive of holidays, that the sport is officially sanctioned to begin practice prior to the beginning of the academic year;

(2) 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; and

(3) receive three (3) hours reassigned time during the off-season semester. (The off-season semester is the semester following the semester that the teaching credit in item 2 above was granted.)

c. Plan C (Head Football Coach Only)

(1) A head football coach may choose to be assigned to the "D" basis;

(2) 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;

(3) teach a full load of athletic related Physical Education classes during the Summer Session. The Summer Session 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 Session priority position in the future; and

(4) be required to take the 20 or more days of unpaid time during the summer period.

2. Head Athletic Coaches who are not regular (permanent) or contract (probationary) faculty members shall, when employed before the semester during which their sport is officially sanctioned, be designated as Pre-Season Athletic Coaches. Pre-Season Athletic Coaches may be retained to perform officially sanctioned recruitment and other activities related to their sport at their non-teaching hourly rate of pay, but they shall be employed for the period the sport is officially sanctioned to begin practice up to the start of the semester the sport is officially scheduled, and during that period they shall receive pay equal to their hourly rate of pay for at least ten (10) hours per week. Upon the start of the semester, Pre-Season Athletic Coaches shall, as Head Athletic Coaches, be designated as hourly rate instructors and shall receive pay equal to a total of ten (10) hours per week for teaching and coaching physical education intercollegiate sports classes for the number of weeks the sport is officially sanctioned as listed in Section E.1.a.(1) of this article during the academic semester. Article 16 does not apply to athletic coaches. The standard teaching hours applicable to coaching assignments shall be 24 hours per week, irrespective of Table A in Article 13.

Notwithstanding the above, Head Athletic Coaches who are not regular (permanent) or contract (probationary) faculty members may be employed to coach interscholastic team sports classes at one or more outreach locations as hourly rate instructors. Such assignments shall be compensated on the hourly rate teaching schedule, shall not be required to equal or exceed the ten (10) hours per week provided above, shall be exempt from the provisions of Article 16, and shall be exempt from the provisions of Article 15 if such assignments occur during an authorized summer session.

3. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Assistant Coaches shall be assigned as indicated in E.1.a.(1), (2) and (3) of this article except the team sport shall be counted as five (5) hours of Physical Education towards their teaching load for

only one semester per academic year.

4. Athletic coaches who are not regular (permanent) or contract (probationary) faculty members who are assigned as Assistant Coaches shall receive coaching pay equal to ten (10) hours per week for intercollegiate athletics for the number of weeks the sport is officially sanctioned to begin practice through the completion of the season including play-offs. Such coaches serve in unclassified assignments and the salary paid is the amount listed on the District's unclassified salary schedule for Athletic Coaching. Unclassified Assistant coaches paid in accordance with this section may resolve Article 14, Section E, disputes through Article 28, Grievance Procedure. An unclassified Assistant Coach may not file a grievance over any other term of this Agreement.

5. Athletic coaches shall not receive coaching pay or hourly rate pay for a second coaching assignment if the seasons of the two or more sports the coach is coaching are scheduled during the same calendar period.

6. Each team shall have assigned one Head Coach. Assistant Coaches shall be assigned upon the recommendation of the Head Coach and up to but not to exceed the maximum listed below:

a. Football - four

b. Basketball - one

c. Track - one

d. Baseball - one

e. Softball - one

f. Volleyball - one

Additional assistant coaches may be assigned for any of the intercollegiate athletic teams upon the request of the Head Coach subject to the approval of the Athletic Director and the College President.

7. Coaching and Assistant Coaching assignments are temporary assignments made 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.

F. Head Coaches

1. If a campus schedules a men's and women's intercollegiate athletic team in the same sport and all aspects (sanctioned season, practice periods, and competitive schedules) of the teams are the same, the campus may assign one head coach to teach and coach both teams. Such assignment shall be made only with the approval of the College President, Men's Athletic Director, Women's Athletic Director, and the coaches involved.

2. If one person is assigned as the head coach for a men's and women's team in the same sport as indicated above, an assistant coach may be assigned as per the following examples:

a. Men's and women's cross-country teams that have the exact same schedule for all activities may assign one person as the head coach for both teams and another person as an assistant coach. The cross-country teams are entitled to two coaches, either two head coaches or one head coach and one assistant coach.

b. Men's and women's track and field teams that have the exact same schedule for all activities may assign one person as the head coach for both teams. Each track and field team is entitled to a head coach as well as an assistant coach equaling four coaches. If one person is assigned as the head coach, the campus may assign three assistant coaches.

3. If one coach is assigned as a head coach for a men's and women's team in the same sport as indicated in F.1. above, the sport shall be counted as .5 for both the men's and women's intercollegiate athletic program. Therefore, a men's and women's team coached by one coach shall count for .5 of an athletic director position in both the men's and women's program.

G. Athletic Director

1. Colleges with a men's intercollegiate athletic program of four or more teams are entitled to a men's athletic director who:

- a. Shall receive pay in accordance with Section E.1.a. of this Article.
- b. Have his/her teaching load reduced .4 FTE per week.
- c. May be paid 0.4 FTE for up to 12 weeks during the Summer period.

2. Colleges with a women's intercollegiate athletic program of four or more teams are entitled to a women's athletic director who:

- a. Shall receive pay in accordance with Section E.1.a. of this Article.
- b. Have his/her teaching load reduced .4 FTE per week.
- c. May be paid 0.4 FTE for up to 12 weeks during the Summer period.

3. Athletic Directors may also be Athletic Coaches. If such an assignment is made, the Athletic Director shall:

- a. Not be eligible for coaching pay as an Athletic Coach.
- b. Have the athletic team scheduled as part of his/her teaching load.

4. 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 shall be stated in writing.

5. 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.

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 shall be limited to a maximum of forty (40) hours per pay period which includes Hourly Rate 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 coaching assignments. Said changes shall become effective the date approved by the parties.

K. Instructors hired by semester to teach Individual Applied Music Instruction (Music 180), shall be compensated at the hourly rate for the semester the instructor is employed. The provisions of Article 16 shall not apply to such assignment.

ARTICLE 15, ASSIGNMENT, SUMMER SESSION

A. Definition and Conditions of Assignment

1. A Summer Session Assignment is an extra or temporary assignment of a qualified candidate to serve during an authorized summer session. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring semester and the first day of the next Fall semester. For the purposes of Article 15, assignments in a summer PACE program between the Spring semester and the following Fall semester shall not be considered Summer Session Assignments, and hours assigned in excess of a full-time assignment shall be paid at the hourly rate consistent with Article 29, as described in Article 13.A.10.

2. Colleges shall attempt to fill all available summer session assignments no later than the end of the 14th week of the Spring semester. 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 Dean priority lists by discipline

End of 8th week Initial offers of employment made to faculty

End of 10th week Response from faculty due to Chairs

End of 14th week All assignments filled by this date

Faculty members who receive a subsequent offer of employment for summer session 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 assigned in establishing subsequent summer session priorities.

3. Time served on summer assignments does not count toward tenure, salary advancement or service requirements before or after a leave of absence, or retirement.

4. For Summer Session classroom teaching assignments the following table lists the hours per week that comprise a "full assignment" and the percent of a faculty member's monthly pay rate that a probationary or tenured faculty member will be paid for teaching a "full assignment:"

| Weeks in the Summer Session | Hours/week Comprising a "Full Assignment" | % of Full-time Pay for Each 4-week Pay Period |
|-----------------------------|---|---|
| 4 | 22-24 | 120.00 |
| 5 | 18-20 | 96.00 |
| 6 | 15-16 | 80.00 |
| 7 | 13-14 | 68.57 |
| 8 | 11-12 | 60.00 |
| 9 | 10-11 | 53.33 |
| 10 | 9-10 | 48.00 |
| 11 | 9 | 43.64 |
| 12 | 8 | 40.00 |

If a probationary or tenured faculty member teaches in excess of the hours per week listed in the table, he or she shall be paid at his or her summer hourly teaching rate for the hours above the maximum listed for a "full assignment." Non-classroom faculty and all faculty members who are not probationary or tenured shall also be paid for summer assignments at their summer hourly rate.

5. Summer Session 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.

B. Priority

Summer Session Assignments shall be made in the following priority order and shall provide each person assigned with an opportunity for a full assignment in priority order:

1. Monthly rate contract and regular faculty on the campus.
2. Temporary faculty who have seniority or reemployment rights at the college under Article 16.
3. Any other qualified candidate hired in accordance with District hiring procedures.
4. Within each of the above categories the priority rank of the individual faculty member will be

determined as follows:

a. Base salary for the purposes of this Article shall be 120% of the employee's monthly rate as provided in Article 15.A.5 for a six week summer session.

b. Any assignment in the Los Angeles Community College District in the summer between regular semesters for which the assignment is between .4 and .6, inclusive, of the employee's regular load shall be deemed to be one-half summer assignment in computing priority. Any such assignment which is less than .4 but more than zero percent shall be deemed to be one-fourth summer assignment in computing priority. When the assignment is more than .6 of his/her regular load, he/she will be charged for a full assignment. 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 e.(1). For summer session assignments in summer sessions other than six weeks, the charge against the priority list shall be proportional to the length of the session as compared to six weeks. The two week assignment of department chairs under Article 17.E.2, and any B basis monthly rate faculty assignment, shall not be counted in this section.

c. In establishing eligibility for summer assignments, priority positions shall be given to those faculty members who have been without a summer assignment for the greatest number of years, according to the following chart.

EXAMPLES OF SUMMER SESSION 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.

| SUMMER SESSION PRIORITY POSITION CHART | | | |
|--|---------------|--------------|--------------------------|
| Three Years Ago | Two Years Ago | One Year Ago | Priority Position Number |
| 0 | 0 | 0 | 1 |
| 1/4 | 0 | 0 | 2 |
| 0 | 1/4 | 0 | 3 |
| 0 | 0 | 1/4 | 4 |
| 1/2 | 0 | 0 | 5 |
| 1/4 | 1/4 | 0 | 6 |
| 1/4 | 0 | 1/4 | 7 |
| 0 | 1/2 | 0 | 8 |
| 0 | 1/4 | 1/4 | 9 |

| | | | |
|-----|-----|-----|----|
| 0 | 0 | 1/2 | 10 |
| 1/2 | 1/4 | 0 | 11 |
| 1/4 | 1/2 | 0 | 12 |
| 1/2 | 0 | 1/4 | 13 |
| 1/4 | 1/4 | 1/4 | 14 |
| 1/4 | 0 | 1/2 | 15 |
| 0 | 1/2 | 1/4 | 16 |
| 0 | 1/4 | 1/2 | 17 |
| 1 | 0 | 0 | 18 |
| 1/2 | 1/2 | 0 | 19 |
| 1/2 | 1/4 | 1/4 | 20 |
| 1/2 | 0 | 1/2 | 21 |
| 0 | 1 | 0 | 22 |
| 1/4 | 1/2 | 1/4 | 23 |
| 1/4 | 1/4 | 1/2 | 24 |
| 0 | 1/2 | 1/2 | 25 |
| 0 | 0 | 1 | 26 |
| 1 | 1/4 | 0 | 27 |
| 1 | 0 | 1/4 | 28 |
| 1/4 | 1 | 0 | 29 |
| 1/2 | 1/2 | 1/4 | 30 |
| 1/2 | 1/4 | 1/2 | 31 |
| 1/4 | 1/2 | 1/2 | 32 |
| 0 | 1 | 1/4 | 33 |
| 1/4 | 0 | 1 | 34 |
| 0 | 1/4 | 1 | 35 |
| 1 | 1/2 | 0 | 36 |
| 1 | 1/4 | 1/4 | 37 |
| 1/2 | 1 | 0 | 38 |
| 1 | 0 | 1/2 | 39 |
| 1/4 | 1 | 1/4 | 40 |
| 1/2 | 1/2 | 1/2 | 41 |
| 1/2 | 0 | 1 | 42 |
| 0 | 1 | 1/2 | 43 |
| 1/4 | 1/4 | 1 | 44 |
| 0 | 1/2 | 1 | 45 |

| | | | |
|-----|-----|-----|----|
| 1 | 1/2 | 1/4 | 46 |
| 1 | 1/4 | 1/2 | 47 |
| 1/2 | 1 | 1/4 | 48 |
| 1/4 | 1 | 1/2 | 49 |
| 1/2 | 1/4 | 1 | 50 |
| 1/4 | 1/2 | 1 | 51 |
| 1 | 1 | 0 | 52 |
| 1 | 1/2 | 1/2 | 53 |
| 1 | 0 | 1 | 54 |
| 1/2 | 1 | 1/2 | 55 |
| 1/2 | 1/2 | 1 | 56 |
| 0 | 1 | 1 | 57 |
| 1 | 1 | 1/4 | 58 |
| 1 | 1/4 | 1 | 59 |
| 1/4 | 1 | 1 | 60 |
| 1 | 1 | 1/2 | 61 |
| 1 | 1/2 | 1 | 62 |
| 1/2 | 1 | 1 | 63 |
| 1 | 1 | 1 | 64 |

The above chart shall be projected backward until priorities are in accordance with B.6.c.

d. Any contract faculty member with less than one calendar year of service as of March 1 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 summer session 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 summer assignment was served, the contract faculty member will be advanced to priority number 18. After having taught three full academic years, and if no summer 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 counted in Article 15.B.6.b has been served, the faculty member will be placed on a priority position as determined by the Summer Session Priority Position Chart.

| PROBATIONARY INSTRUCTOR SUMMER SCHOOL PRIORITY TABLE | |
|--|-----------------|
| Full Academic Years Taught as Contract Faculty as of March 1 | Priority Number |
| 0 | 64 |
| 1 | 52 |
| 2 | 18 |
| 3 | 1 |

e.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:

(1)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.

(2)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 College District, the decision is made using the following step (3) if needed.

(3)The faculty member with the greater length of service in the Los Angeles Community College District shall have priority.

(4)In case of an unresolvable tie a drawing will be held by the Dean of Summer Session and the faculty member concerned will be present.

f."Bumping" Privilege: "Priority" as used in this policy applies to the right of a faculty member to choose the class or classes from the established summer session schedule which are to constitute his/her summer assignment; "priority" as used in this policy 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 summer session 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.2 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 monthly-rate assignments in more than one session 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 hourly-rate during the overlap. No such overlapping assignments may be made when one of the assignments is in summer PACE.

C.Eligibility for Assignment

By February 15 a priority list of faculty will be established for each discipline by the Department Chair. A copy will be forwarded by the Department Chair to the administrator in charge of summer session. Each faculty member will have the opportunity to accept or refuse an assignment as his/her priority rank is reached. However, he/she will be expected to make this decision within a reasonable time in order that schedules may be printed and those lower on the eligibility list may plan accordingly. Any faculty member who wishes to be considered for a summer assignment shall, upon request, make this intention known to the Summer Session Administrator not later than March 1 (See 7 below for condition for withdrawal).

1. In those departments which have distinct disciplines, a faculty member's name shall appear on only one discipline priority list. A faculty member who has been reassigned for the majority of his/her load, may elect to be placed on the summer priority list of the new discipline the summer 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 subject priority 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 voluntarily passes (or refuses) a summer assignment in his/her subject field 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 summer session if he/she refused, on the basis of subject matter, to teach the same course in regular session (assuming that he/she was eligible and qualified to do so).

4. A faculty member, in order to be eligible for summer assignment, must teach the full year preceding the summer session concerned. A faculty member who retires by the end of the academic year and who has taught the full year as stated above is eligible to accept a summer school assignment during the summer immediately following that academic year subject to the availability of an assignment and their placement on the summer school priority list.

Exception: A faculty member on sabbatical or other leave of absence of one year or less shall be considered as teaching on campus, for purposes of priority determination. (In other words, a faculty member on leave for one year or less shall be given the same priority rank that he/she would have received had he/she been teaching at his/her college during the same period.)

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

6. A faculty member who transfers to a college from another college in the District shall be subject to the same priority rules as though his/her community college teaching had been all at his/her current assignment.

7.A faculty member who withdraws from a previously accepted assignment later than April 15 will have this previous acceptance counted in establishing subsequent priority lists unless adequate reasons for this action are submitted in writing and approved by the Summer Session Committee. These reasons would include emergencies or professional employment opportunities which the faculty member could not have known about at an earlier date.

D.Summer Session Committee

A campus Summer Session Committee shall be established on each campus. 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. It shall serve as an appeals committee to hear and rule upon assignment priority matters.

ARTICLE 16, HOURLY RATE ASSIGNMENTS

Article 16 of the 1996-99 Agreement between the parties shall continue in force for the Spring semester 2000. However, it shall be replaced in its entirety by one of the following articles, Article 16 (Version A) or Article 16 (Version B), beginning Fall 2000. To determine which of the two articles will apply locally, an election shall be held on or before March 3, 2000, among the membership of the Faculty Guild at each college. The article that receives the larger number of votes in the election shall govern the employment, retention and seniority of hourly rate faculty at the college, and thereafter neither the article that received fewer votes, nor Article 16 of the 1996-99 Agreement shall have any force and effect at that college.

The AFT and the District agree to consult on procedures for the Spring 2000 election and on criteria and procedures for a college to call for and conduct a subsequent election for the purpose of changing its decision about which version of Article 16 will be in effect at that college.

ARTICLE 16 (Version A), HOURLY RATE ASSIGNMENT RIGHTS

A.Unless the context requires otherwise, the following provisions govern the interpretation and construction of this article:

1."Hourly rate employee" means

a.any faculty member who is employed at hourly rate pursuant to Education Code Section 87482.5 for no more than 60 percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester. (For the purposes of this article, scheduled duties are those duties that comprise the portion of a regular faculty member's contractual responsibilities that consist of assigned teaching, counseling, or librarianship, but exclude any office hours served under Education Code Section 87883.); and

b.any contract or regular faculty member to the extent he or she is employed pursuant to this article for extra pay on an hourly rate basis.

2."Service credit" means the credit toward reemployment rights that an hourly rate employee earns for having completed one or more assignments in a department during a semester. To earn a unit of

service credit in a department for a semester, an hourly rate employee must serve satisfactorily for the full term of each of his or her assignments in a department during that semester.

B. Service credit shall be earned in the department or departments in which an hourly rate employee is assigned during a semester. To be eligible for reemployment rights in a department at a college, an hourly rate employee must earn four semesters of service credit in a department and, unless waived by the President or his or her designee, participate in an orientation and introduction to teaching at the college, which shall not exceed five hours in length. Within two months following the end of the semester in which an hourly rate employee becomes eligible for reemployment rights in a department, the President or his or her designee shall inform the hourly rate employee whether or not he or she has been granted reemployment rights. The President's decision to grant or deny reemployment rights shall follow submittal of a recommendation by the Department Chair, shall be based on evaluations and other reasonable criteria, and shall only be grievable on the grounds that the denial violated Article 5 of this Agreement. No hourly rate employee shall have any reemployment rights except as provided in this article or as required by law.

C. Except as provided in Section D, below, an hourly rate employee with reemployment rights in a department shall be offered an assignment in that department before any hourly rate employee without reemployment rights is offered an assignment in the department, provided the hourly rate employee with reemployment rights is qualified for the assignment. For purposes of this article only, "qualified" means (1) possessing the appropriate minimum qualifications to render service in the assignment, (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The Department Chair shall be the judge of whether or not an hourly rate employee has adequate preparation for the specific assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Department Chair shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the department.

D. Notwithstanding any other provision of this article to the contrary, a permanent or probationary faculty member may be offered one hourly rate assignment in a department whether or not he or she has reemployment rights and without regard to his or her seniority, provided all permanent and probationary faculty members with reemployment rights have been offered at least one hourly rate assignment.

E. If, during any particular semester, there are more hourly rate employees with reemployment rights in a department than there are available assignments in that department, the available assignments shall be offered to those hourly rate employees who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the hourly rate employee's first semester of employment as an hourly rate employee at the college, provided the hourly rate employee has not had a break in service as an hourly rate employee. If there has been a break, seniority shall be determined by the employee's first semester of service as an hourly rate employee following the most recent break. An hourly rate employee has had a break in service if he or she has not completed or been offered an assignment at the college as an hourly rate employee for six or more consecutive semesters. A break in service also occurs following the termination of a hourly rate employee's reemployment rights under Sections I, J, or K, below.

F. An assignment is not available for the purposes of this article if it is needed to fill the normal load of a contract or regular faculty member. Furthermore, an assignment, once offered, may be withdrawn at any time before the end of the second week of the semester if it is needed to fill the normal load of a contract or regular faculty member. In that event, the Department Chair shall consider the seniority of hourly rate employees as a relevant but not controlling factor in deciding which particular assignments to withdraw in

order to fill the normal load of contract or regular faculty members. No bumping shall occur.

G.The District shall have the authority to make and terminate assignments in a manner that will ensure that the workload of each hourly rate employee who is a part-time temporary faculty member does not exceed 60 percent 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, hourly rate employees may be offered more than one assignment during a semester, provided they do not exceed 60 percent of a full-time load of scheduled duties averaged over the semester.

H.An hourly rate employee shall retain his or her reemployment rights or service credit unless it is terminated pursuant to the provisions of this article.

I.The reemployment rights of an hourly rate employee in a department shall be terminated at a college if the employee declines an assignment in the department for two consecutive semesters, or three out of four consecutive semesters. (For the purposes of this section, an hourly rate employee has not declined an assignment if he or she has already accepted a PACE assignment with a college and therefore fails to accept an hourly rate assignment within a department at that college.)

J.The reemployment rights or service credit of an hourly rate employee shall be terminated at a college if the President or his or her designee concludes that the hourly rate employee does not meet the standards of performance required of academic employees at the college. The conclusion of the President shall be based upon unsatisfactory evaluations conducted under Article 19. The conclusion of the President shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28 except on the grounds that it was arbitrary or capricious.

K.The reemployment rights or service credit of an hourly rate employee shall be terminated if the hourly rate employee fails to perform the normal and reasonable duties of his or her assignment or is otherwise guilty of misconduct as defined by Education Code Section 87732. Before the termination of reemployment rights or service credit pursuant to this section, the hourly rate employee involved shall be given written notice of the cause for termination signed by the President or his or her designee, including a statement of the events upon which the cause is based, an opportunity to inspect the materials that are relevant to the matter, if any, and an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the termination should not occur. If the reemployment rights or service credit of an hourly rate employee is terminated pursuant to this section, any current assignments of the faculty member may be terminated by the District as prescribed in Education Code Sections 87484 and 87665.

L.No hourly rate employee who is a part-time temporary faculty member shall be employed at hourly rate to teach more than 60 percent of the load of scheduled duties for a full-time regular employee having comparable scheduled duties averaged over the semester. Unless a college adopts a different rule regarding limits on overload assignments pursuant to Section Q, no hourly rate employee who is a contract or regular employee shall be employed for more than one assignment at a college per semester pursuant to this article unless no other hourly rate employee with reemployment rights who is qualified for the assignment is able to accept the assignment.

M.An hourly rate employee may serve at any District location and may accumulate service credit in more than one department.

N.This article shall not apply to any summer session or intersession, nor shall it apply to the employment of

faculty to perform services as a part of any program of "contract instruction." For the purposes of this section, "contract instruction" means 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. "Contract instruction" under this definition includes only services that are supported entirely by the remuneration specified in the contract with the business or other agency receiving the services, and does not include any service that is supported in whole or in part by state apportionment.

O. Each college shall establish an Hourly Employment Appeals Committee composed of:

1. Four faculty members appointed by the AFT Chapter, two of whom shall be tenured faculty members and two of whom shall be hourly rate faculty members employed pursuant to Education Code Section 87482.5; and
2. One appointee of the President, or of the President's designee.

Any employee who believes the college has misinterpreted, misapplied or violated any provision of this article shall file a written complaint about the matter with the chapter chair and the Vice President within 20 working days after the employee knew, or by reasonable diligence could have known, of the condition upon which the complaint is based. Within a reasonable time after the receipt of a complaint, the chapter chair and the Vice President shall convene the college Hourly Employment Appeals Committee, which shall review the complaint and recommend a proposed remedy, if any.

P. A faculty member may not file a grievance under Article 28 regarding an allegation that is subject to the complaint procedure contained in Section O unless:

1. he or she has first submitted the complaint to the Hourly Employment Appeals Committee as specified in Section O; and
2. the Hourly Employment Appeals Committee has not completed its work on the matter within five working days of receiving the complaint; or
3. the college administration has failed or refused to implement the proposed remedy of the Hourly Employment Appeals Committee, if one was recommended.

Q. The college President and chapter chair may jointly authorize representatives of the college and the AFT to enter into formal discussions about supplementing or augmenting this Article with local rules governing reemployment rights and seniority. If they do so, and if the representatives develop local rules that are acceptable to the college President and the AFT chapter the local rules shall—once ratified by the Chancellor (or his or her designee) and the President of the AFT College Guild (or his or her designee)—supplement or augment this Article to govern reemployment rights and seniority matters at the college.

R. In addition to the authority contained in Section Q to develop local rules that supplement or augment this Article, the college President and chapter chair shall agree upon procedures under which the applicability of this Article can, in special circumstances and for limited periods of time, be waived.

S. In filling contract monthly rate vacancies in the faculty unit, in which there is a selection process, at least one (1) hourly rate employee who is in the selection pool, 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.

T. This article shall not become effective until Fall 2000. Until that time, the provisions of Article 16 of the 1996-99 Agreement between the parties shall continue in force.

ARTICLE 16 (Version B), RETENTION AND SENIORITY, HOURLY RATE

The right to continue in hourly rate employment is extended to each hourly rate employee at the campus or location the individual is assigned and in the discipline to which assigned in seniority order and in accordance with the provisions of this Article.

A. Obtaining Seniority and Retention Rights

1. Except as noted in section C of this Article, an hourly rate employee on a given campus on a given discipline's seniority list shall be continued in his/her assignment as long as the need for that assignment continues as determined by the College President. Assignment is defined as one class for teaching assignments, same number of hours for non-teaching assignments, same day(s) of the week, and the same time. An employee may have more than one assignment.

2. Whenever practicable hourly rate employees shall be assigned to the same assignments as the previous semester. If it is not practicable to assign the employee to the same assignment the hourly rate employee shall be assigned to a comparable position. A comparable position means the same number of hours.

3. Written offers of hourly rate assignments shall be made to individuals based on seniority lists developed by the Vice President of Academic Affairs or his/her designee. Written acceptance or refusal of the offer shall be made within fifteen (15) days of receipt of the offer.

4. Seniority lists shall be updated whenever new names are added to the lists. Beginning Fall 2000, no new names shall be added to the seniority lists for more than one assignment. In addition, beginning Fall 2001, notwithstanding any other provision of this article, no permanent or probationary faculty member shall be entitled to have his or her name added to a seniority list if that addition would result in the faculty member acquiring seniority for more than one assignment at a college. The Vice President of Academic Affairs shall forward copies of the list to the campus AFT, and shall also make copies available to all department members and hourly rate faculty members who request them.

5. Offers of hourly rate employment shall be made in accordance with this Article to individuals in seniority order based on the discipline seniority list. Those individuals not assigned a class shall be informed in writing by the Vice President of Academic Affairs prior to the start of the semester.

6. After all individuals on a seniority list have been assigned or have refused an assignment and additional assignments are available, additional assignments shall be offered to individuals currently on the seniority list for more than one assignment. Offers shall be made in seniority order for the second assignment.

7. Notwithstanding other provisions of this Article, offers of non-teaching assignments which are less than a semester in duration need not be made in writing.

B. Calculating Seniority

1. Seniority shall be determined by each hourly rate employee's first semester of employment as an hourly rate employee in the discipline, provided the hourly rate employee has not had a break in service as an hourly rate employee. If there has been a break, seniority shall be determined by the employee's first semester of service as an hourly rate employee following the most recent break. (Hourly rate employees who were included on a seniority list in a discipline during the Spring 2000 semester shall be assigned seniority dates in a way that maintains their relative standing on the lists as it existed at the end of the Spring 2000 semester.)
2. Seniority shall be calculated for each hourly rate employee teaching assignments on the hourly rate. Monthly rate employees also assigned hourly rate shall have seniority calculated on the same basis as the aforementioned. All employees assigned hourly rate shall appear on a blended seniority list.
3. Discipline is defined as a subject or service area as listed in Appendix E. New disciplines may be added to the list by the District. An existing discipline may be divided into more than one discipline or a new discipline may be created for the purpose of hourly rate assignment and seniority by the mutual consent of the parties.
4. An hourly rate employee may have a number of "seniorities," i.e. he/she may be assigned on more than one campus or in more than one discipline or in more than one class.
5. An hourly rate employee on a paid leave of absence shall remain on the seniority list(s) during that semester. Hourly rate employees with a break in service (names removed from the list[s]) shall not recapture their past seniority date if rehired. Paid leaves of absence do not constitute a break in service. An hourly rate employee shall lose all seniority rights and his/her name shall be removed from the seniority list(s) if he/she refused to accept an assignment for three consecutive semesters or for four semesters out of five consecutive semesters. In a case where a temporary status instructor is on an hourly seniority list and has been offered an hourly class, and that instructor is of limited eligibility status so is ineligible for assignments totaling more than 60% of a full load in regular funds, and the instructor has received one or more monthly rate assignments which together with the hourly class would exceed the 60% limit in regular funds, if the instructor refuses the hourly assignment that refusal will be counted as a withdraw and not as a refusal, with respect to the calculation of seniority.
6. Time of Chairs or Vice Chairs compensated under Article 17.E.3 shall be credited toward one discipline, one class seniority.
7. There shall be no ties on the seniority list. If a tie in seniority dates exists, the tie shall be broken by lot.
8. An hourly rate employee gains a semester towards placement on a seniority list when he/she accepts and completes an hourly rate assignment. An hourly rate instructor not on the seniority list shall be placed on that list if and only if he/she serves an hourly rate assignment in the discipline for three semesters and is offered and accepts an assignment in the discipline for a fourth semester, all four semesters occurring within a period of eight consecutive semesters. For a non-teaching assignment in a discipline, for a semester to count toward gaining seniority for an hourly rate faculty member, the faculty member must work at least sixteen (16) total hourly rate hours in that discipline during that

semester. The eight-semester rule listed above for instructors applies to faculty members gaining seniority for such non-teaching assignments.

9. Disputes relating to the seniority list(s) shall be resolved by the appropriate administrator.

C. Termination: Reduction in Force and Dismissal

1. Whenever in a discipline on a given campus it shall become necessary to reduce the number of hourly rate employees between semesters or years or within a given semester, the seniority date of the employee in a given discipline on a given campus shall determine which employee(s) shall continue to be offered hourly rate assignments, 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 hourly rate assignment.

2. An hourly rate employee already on a seniority list and not assigned a class due to reduction in force shall remain on the seniority list and shall retain the right to be continued for six semesters.

3. If an hourly rate employee is removed from the seniority list and is subsequently rehired, he/she shall not recover his/her past seniority date.

4. An hourly rate employee may be removed from a seniority list if the President or his or her designee concludes that the hourly rate employee does not meet the standards of performance required of academic employees at the college. The conclusion of the President shall be based upon two evaluations under Article 19 indicating an overall evaluation of "needs improvement" or "unsatisfactory," with the most recent evaluation indicating an overall evaluation of "unsatisfactory." An action removing an hourly rate employee 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 President was arbitrary or capricious.

5. An hourly rate employee 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 President or his or her 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; and

c. an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the dismissal should not occur.

If the hourly rate employee being dismissed pursuant to this section has seniority, the action of the President or his or her designee shall be subject to review pursuant to the grievance procedure contained in Article 28. If the hourly rate employee does not have seniority, the action of the President or his or her designee shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28.

D.Hourly Rate/Monthly Rate - Bumping

- 1.Any monthly rate employee may bump an hourly rate employee if the monthly rate employee must teach an hourly rate class in order to obtain a full schedule. The hourly rate employee bumped shall be entitled to bumping rights.
- 2.If an hourly rate employee loses his/her assignment, he/she shall have a right to bump another hourly rate employee as indicated in this Section.
- 3.Every effort shall be made to bump the employee with the least seniority.
- 4.An hourly rate employee who loses his/her assignment due to being bumped shall remain on the seniority list.
- 5.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.
- 6.The Vice President of Academic Affairs shall maintain records of all bumps and those records may be viewed by the AFT.
- 7.An hourly rate employee shall be paid for the service rendered.

E.Notwithstanding any other provision of this Article, the District shall have the authority to make and terminate assignments in a manner the will ensure that the workload of each hourly rate employee who is a part-time temporary faculty member does not exceed 60 percent 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, hourly rate employees may be offered more than one assignment during a semester, provided they do not exceed 60 percent of a full-time load of scheduled duties averaged over the semester.

F.The college President and chapter chair may jointly authorize representatives of the college and the AFT to enter into formal discussions about supplementing or augmenting this Article with local rules governing hourly rate seniority rights. If they do so, and if the representatives develop local rules that are acceptable to the college President and the AFT chapter the local rules shall - once ratified by the Chancellor (or his or her designee) and the President of the AFT College Guild (or his or her designee) - supplement or augment this Article to govern hourly rate seniority matters at the college.

G.In addition to the authority contained in Section E to develop local rules that supplement or augment this Article, the college President and chapter chair shall agree upon procedures under which the applicability of this Article can, in special circumstances and for limited periods of time, be waived. Furthermore, the President and the chapter shall adopt, and may from time to time revise, a list of courses that will be exempt from this Article because they require faculty who have special expertise, or are otherwise reasonably excluded from the retention and seniority rules contained in this Article.

H.In filling contract monthly rate vacancies in the faculty unit, in which there is a selection process, at least one (1) hourly rate employee who is in the selection pool, 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.

ARTICLE 17, DEPARTMENT/DIVISION/CLUSTER CHAIRS AND DEPARTMENTS

A.Department/Division/Cluster Structure

- 1.A department shall be composed of one or more disciplines.
- 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, GAIN and Pass Plus 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. 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.
- 3.The administrator assigned the supervisory responsibility for a department without a Department Chair position shall assume the responsibilities delegated to the Department Chair.
- 4.The Child Development Center Director shall assume the responsibilities for a department without a Department Chair for the Child Development Center teachers.

B.Selection, Term and Removal of Department Chairs

1.Department Chairs shall be elected from among the contract and regular faculty of the department for a term of three years commencing on the first day of July next following the election. The College President and the AFT Chapter shall agree upon the terms governing the conduct of Department Chair elections at the college and the manner in which they will be supervised. In the absence of such an agreement, Department Chair elections shall be conducted and supervised under the procedures set forth in Article 17, Section B of the 1996-99 Agreement between the parties (see Appendix L).

2.A Department Chair may be removed from his or her assignment as Department Chair:

- a.by the President for cause, after the Department Chair has been given notice of the allegations supporting the removal and an opportunity to respond;
- b.by the President if, following two evaluations conducted pursuant to Article 19, Section E, the President reasonably concludes that the Department Chair has failed or refused to perform the normal and reasonable duties of the Department Chair assignment, 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). The College President and the AFT Chapter shall agree upon the terms governing the conduct of recall elections at the college and the manner in which they will be supervised. In the absence of such an agreement, recall elections shall be conducted and supervised under the procedures set forth in Article 17, Section B.6 of the 1996-99 Agreement between the parties (see Appendix L).

3.A Department Chair who has been removed or recalled shall be ineligible to serve as Department Chair for a period of three years from the date of the removal or recall.

C.Reassigned Time for Department Chairs

Department Chairs shall be reassigned from classroom teaching assignments within limits indicated below calculated on the first day of the semester. Each full-time regular or contract employee shall count as 1 FTE, each hourly rate faculty member who is not a regular or contract employee shall count as 0.1 FTE, and each full-time classified employee assigned to the department shall count as two FTE. Employees on leave shall be counted as members of the department. The Department FTE total shall be calculated as of the first day of the semester.

| Department FTE Total According to Weighting Above | Reassigned FTE |
|---|----------------|
| 3 or less | 0.0 |
| more than 3 and up to 10 | 0.2 |
| more than 10 and up to 16 | 0.4 |
| more than 16 and up to 24 | 0.6 |
| more than 24 | 0.8 |
| more than 32, an additional | 0.2* |

[* for a Vice-chair only. A Vice-chair shall not receive a department chair responsibility differential]

D.Department Chairs Duties

1.The reassigned time, indicated in Section C, is granted so that the Department Chair will be able to fulfill the responsibilities assigned by the appropriate administrator and conduct departmental business. A Department Chair's responsibilities include, but are not necessarily limited to:

a.employment matters, such as recruiting, hiring, evaluating, and assigning faculty, classified employees and student workers in the department, and monitoring their performance;

b.program and curriculum matters, such as preparing class schedules, maintaining course outlines, facilitating the development of new or revised courses and programs, assisting in efforts to articulate departmental courses and programs with other schools and colleges, and, when appropriate, participating in advisory committee meetings;

c.budget matters, such as preparing budgets, monitoring expenditures, initiating requisitions, and

submitting work orders and other requests; and

d.other responsibilities, such as responding to student inquiries, complaints and concerns, providing effective team leadership within the department, and serving as a reliable intermediary between the faculty and the college administration.

2.Additional duties for hazardous materials reporting mandated by State or Federal regulations shall be compensated by the college upon recommendation of the supervising administrator in consultation with the chair and the AFT chapter chair, by payment at non- teaching hourly rate, not subject to the 60% limit of Article 13.C.

E.Salary Differential

1.Each Department Chair granted reassigned time in accordance with this Article shall receive a responsibility differential in addition to any other differential currently being received. When a Department Chair is placed on sabbatical or work experience leave, the Chair shall be temporarily reassigned from the chair position to a non-chair faculty position for the duration of the leave, and shall not receive the responsibility differential for the duration of the leave.

2.Department Chairs granted at least 0.6 FTE reassigned time under Article 17.C shall be assigned and on duty for ten additional working days during the academic year at 100% of their Preparation Salary Rate, and such assignment shall not be charged to the Chair against Summer Session priority under Article 15.B.6.b. Cluster Chairs, Library Department Chairs, and Nursing Department Chairs shall be paid and assigned on the D basis. Nursing Department Chairs must take whatever actions are necessary to retain competency and recency for return to a full-time teaching position in nursing.

3.Chairs of departments offering hourly rate classes taught by faculty paid on an hourly rate basis shall receive non-teaching hourly rate pay as calculated according to the number of hourly rate employees assigned in the department as of the first census week as indicated below:

a.Allow 0.5 hours for each hourly rate employee in the department with EX (extra) status.

b.Allow 2.5 hours for each hourly rate employee in the department with LT (limited) status.

c.Combine the amounts in a. and b. and round off to the closest hour.

4.Chairs of departments offering intersession/summer session classes shall be available for duty during the applicable intersessions/summer sessions and shall be paid 2.0 hours at their non-teaching hourly rate for each FTEF assigned during the intersessions scheduled.

F.Department Vice-chair

1.In departments with scheduled classroom hours of hourly rate classes taught by hourly rate faculty, the department shall select one or more Vice-chairs if and only if such selection is requested by the Chair. The term of office shall be the same as that of the Chair. A Vice-chair may be removed at any time by the Chair.

2.The Vice-chair shall be delegated the responsibility to assist the chair in the scheduling, supervision

and evaluation of the hourly rate faculty and other duties as assigned by the department chair.

3.The Vice-chairs shall receive the hourly rate pay that would have otherwise been paid to the Chair for that portion of the responsibility the Vice-chair assumes.

4.Each Nursing Program shall elect a Vice-chair/assistant director. In each Nursing Program with an active enrollment of 150 or more students, the elected Vice-chair/assistant director shall receive a minimum of two (2) hours reassigned time per week to function in the role of Vice-chair/assistant director as defined by the Board of Registered Nursing. Each Vice-chair/assistant director shall be elected for a minimum of one year and a maximum of three years as determined by the college's Nursing Department.

G.Student Workers

Whenever possible, the District shall provide each department with student workers within the limits established by the Work Study and/or E.O.P.S. budgets. The District may budget other funds for student workers if the District so wishes.

H.Acting Department Chair

Whenever a department chair is on unpaid leave for at least twenty (20) days, an acting (temporary) chair shall be elected by the department members, consistent with the terms of this Article for the period that the department chair is on leave. Whenever a department chair is on leave for less than twenty (20) days, the chair may appoint a member of the department as a pro tem chair without additional compensation.

I.Clerical Assistance

Whenever possible, each campus shall provide clerical assistance to all departments with a Chair receiving reassigned time, except that departments totaling 18 full-time or more regular or contract faculty members (including faculty members on leave) shall have one FTE Office Assistant assigned to the Department.

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.

ARTICLE 19, EVALUATION

The excellence of the institution depends on the quality of its faculty members. Faculty evaluation is considered 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. Faculty are expected to fulfill duties and responsibilities as described in this contract. Evaluation provides an opportunity for professional growth, recognition and improvement.

A.Regular (Permanent) and Contract (Probationary) Monthly Rate Faculty Members

All regular and contract monthly rate faculty members shall be evaluated as indicated in this Article.

B.Temporary Faculty Members Paid on the Preparation Salary Schedule

All temporary faculty members (substitute and limited) paid on the Preparation Salary Schedule shall be evaluated as indicated in this Article with the exception that the Department Chair shall replace the evaluation committee.

C.Hourly Rate

All hourly rate faculty members shall be evaluated as indicated in this Article with the following exceptions:

- 1.An evaluation shall be performed by the Department Chair or his/her designee.
- 2.In the event that the evaluatee is rated as "Unsatisfactory", an additional evaluation shall be conducted by a peer committee in accordance with Section H.7.
- 3.Sections 1. and 2. above must be completed to comply with Article 16, Section C.5.

D.Consulting Instructor, Instructor Special Assignment, Campus Nurse, Other Faculty

1.All faculty members assigned as Consulting Instructor, Instructor Special Assignment, or Campus Nurse, and other faculty assigned exclusively in specially funded or categorical programs external to a department (counselors in EOPS, DSPS, Matriculation, GAIN, and Pass Plus shall not be considered external to a department) shall be evaluated in accordance with this Article with the exception that the evaluation committee shall consist of an administrator appointed by the College President, one faculty member from a related discipline jointly appointed by the AFT and the administration, and one faculty member from a related discipline selected by the evaluatee. For a probationary evaluatee, the committee shall include a nonvoting faculty member appointed by the Academic Senate. However, for such faculty members who are hourly rate or temporary monthly rate, the evaluation shall be performed according to Article 19.C or 19.B respectively, with the supervisor of the program replacing the

Department Chair in the evaluation.

2. Counselors in EOPS, DSPS, Matriculation, GAIN and Pass Plus shall be evaluated by the process in D.1 above, with the addition of the Chair of the Counseling Department as the committee chair.

E. Department Chairs, Athletic Directors, Directors of Child Development Centers

All faculty members assigned as Department Chair, Athletic Director, or Director of Child Development Center shall also be evaluated in these positions. Such evaluations shall be conducted by the College President or his/her designee using the performance report form for Department Chair and Director of Child Development Center.

F. Departments Without a Chairperson

1. The administrator assigned the supervisory responsibility for a department not entitled to a Department Chair position shall assume the responsibilities delegated to the Department Chair by this Article.

2. 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.

G. Evaluation Forms

The following evaluation forms shall be provided by the Office of Personnel Operations and used in the evaluation process (Appendix C).

1. Instructor Peer Evaluation Form
2. Counselor Peer Evaluation Form
3. Librarian Peer Evaluation Form
4. Nurse Peer Evaluation Form
5. Handicap Specialist or Learning Disabilities Specialist/Instructor Peer Evaluation Form
6. Instructor Special Assignment/Consulting Instructor Peer Evaluation Form
7. Child Development Center Teacher Peer Evaluation Form
8. Performance Report Form for Peer Evaluation
9. Performance Report Form for Administrative Evaluation
10. Performance Report on Department Chair/Director CDC
11. Student Evaluation of Instructor Form

12. Student Evaluation of Counselor Form

By mutual agreement of the parties, any and all evaluation forms may be changed.

H. Performance Evaluation of Faculty Members

1. Regular Faculty Members Defined. A regular faculty member is one who has completed his/her contract (probationary) assignment and holds regular (permanent) status.

2. Contract Faculty Members Defined. A contract faculty member is one who has been appointed to a regular position but has not completed his/her contract (probationary) period.

3. Temporary Faculty Members Paid on the Preparation Salary Schedule Defined. A faculty member who does not hold regular or contract status and is paid on the Preparation Salary Schedule.

4. Hourly Rate Faculty Members Defined. A faculty member paid on the hourly rate salary schedule.

5. Time of Rating

a. Performance reports for regular faculty members are required at least once every two academic years according to the schedule indicated below:

(1) Faculty Members whose employee numbers end with an even number are to be evaluated during academic years which end in even numbered years.

(2) Faculty Members whose employee numbers end with an odd number are to be evaluated during academic years which end in odd numbered years.

(3) Evaluation reports are due in the Division of Human Resources by the last day of the Spring semester.

b. All contract faculty members are to be evaluated each year according to the schedule indicated below:

(1) Contract faculty members assigned during the Fall semester are to be evaluated during the Fall semester each year. Contract faculty members assigned during the Spring semester who were not evaluated during the Fall semester are to be evaluated during the Spring semester of that year.

(2) Evaluation reports are due in the Division of Human Resources by February 1 of the following calendar year for Fall semester reports, by the last day of the faculty member's contract period for Spring semester reports for first and second contract faculty members, and by the last day of the Spring semester for Spring semester reports for third contract faculty members.

c. All temporary faculty members paid on the Preparation Salary Schedule shall be evaluated at least once each year during the period of assignment. The evaluation must be completed and

submitted to the Human Resources Division by the last day of the Spring semester or, where the assignment terminates during the Fall semester, February 1 of the following calendar year.

d.All hourly rate faculty members who do not have a monthly rate assignment at the location of the hourly assignment shall be evaluated according to the schedule indicated below:

(1)If not placed on the hourly seniority list, hourly rate faculty members shall be evaluated each semester.

(2)After placement on the hourly seniority list, the hourly rate faculty members shall be evaluated at least once every two years, as follows:

(a)Hourly rate faculty members whose employee numbers end with an even number are to be evaluated during academic years which end in even numbered years.

(b)Hourly rate faculty members whose employee numbers end with an odd number are to be evaluated during academic years which end in odd numbered years.

(c)Evaluation reports are due in the Division of Human Resources by February 1 of the following calendar year for Fall semester evaluations and the last day of the Spring semester for Spring semester evaluations.

6.Policy

a.Faculty Members shall be evaluated in the following areas:

(1)Knowledge of subject area(s)

(2)Effectiveness (position or classification, as appropriate)

(3)Performance of responsibilities (as per the Agreement, Board Rules, Education Code and college policies).

(4)Recent professional growth (each faculty member being evaluated shall provide his/her current written summary of recent professional growth activities, to be reviewed by the evaluation committee).

b.The ratings to be used are as indicated below:

(1)Satisfactory

(2)Needs to Improve

(3)Unsatisfactory

(4)No basis for judgment

c. Comments may be made on teaching effectiveness (creates a positive learning environment, varies methods, motivates and retains students - for classroom faculty only) and special abilities warranting exceptional recognition.

d. During the time (normally one year) covered by his/her first contract, performance of a contract evaluatee's duties shall be the fundamental basis for evaluation. In evaluating a contract evaluatee's first tenure-earning year, the Evaluation Committee may recommend that the Board of Trustees:

(1) Not enter into a contract with the evaluatee for the following academic year.

(2) Enter into a contract with the evaluatee for the following academic year.

e. During the time (normally one year) covered by his/her second contract, the emphasis in a contract evaluatee's evaluation should be on positive, negative, or lack of changes between the first contract period and the second contract period. The evaluation should focus on both the professional growth and effectiveness of the evaluatee and his/her willingness to work on reducing identified deficiencies in ways that are significant and tangible. In evaluating a contract evaluatee's second tenure-earning year, the Evaluation Committee may recommend that the Board of Trustees:

(1) Not enter into a contract with the evaluatee for the following academic year.

(2) Enter into a contract with the evaluatee for the following two academic years.

(3) Employ the evaluatee as a tenured faculty member for all subsequent academic years (early tenure).

f. During the time (normally two years) covered by his/her third contract, the emphasis in an evaluatee's evaluations should be on positive, negative, or lack of changes between the second contract period and the third contract period. The evaluations should focus on both the professional growth and effectiveness of the evaluatee and his/her willingness to work on reducing identified deficiencies in ways that are significant and tangible. The third year evaluation may not recommend early tenure, since it is the midpoint of the third contract. It is the expectation that by the time of evaluation during the fourth year, major deficiencies noted in prior years will have been corrected. In evaluating a contract evaluatee's fourth tenure-earning year, the Evaluation Committee may recommend that the Board of Trustees:

(1) Employ the probationary evaluatee as a tenured faculty member for all subsequent academic years.

(2) Not employ the probationary evaluatee as a tenured faculty member.

g. All evaluations shall include completion of the appropriate forms in Appendix C of this Agreement. The evaluation shall include a recommendation as to continued employment or non-retention. However for an evaluation during the fourth probationary year of an evaluatee, the evaluation shall only include a recommendation as to granting of tenure or non-retention. In

making recommendations regarding the granting of tenure, all parties concerned shall refer to criteria for the granting of tenure established by the Board of Trustees.

7.Procedure for Evaluation of Faculty Members

a.Evaluatee list; Peer Evaluation Committee Procedures

(1)The Department Chair should prepare a list of faculty members within the department no later than the end of the sixth week of each semester, including name, employee number and status as regular, probationary, temporary monthly rate, or hourly rate, with an indication as to which faculty members are to be evaluated during that semester. Such a list for all faculty members external to any department should be prepared by the Vice President of Academic Affairs or designee with the same deadline. The evaluation process shall begin upon preparation of the appropriate list; the applicable District evaluation forms shall be incorporated into the process at the time of their distribution later in the semester.

(2)The Peer Evaluation Committee shall consist of tenured faculty members and include the Department Chair as the Chair, one department member chosen by the Department, and one department member chosen by the evaluatee, and the appropriate Vice President or his/her designee as a non-voting member (when the Department Chair is not tenured, he/she may serve on the Peer Evaluation Committee including service as Chair, but shall not vote). For a probationary evaluatee, the committee shall include a non-voting faculty member appointed by the Academic Senate. For a probationary evaluatee, the committee members shall, whenever possible, serve for the entire period of the evaluatee's probationary period. All committee members shall participate in the evaluation process. A majority vote of the committee shall determine the recommendation of the committee. Notwithstanding the majority vote, the administrator acts independently at the next level of evaluation.

If the evaluatee is also Department Chair, then in the place of the Chair on the committee another department member will be chosen by the department, and one of the two shall serve as committee chair who has the earlier District seniority.

Where there are not sufficient department members to serve on a committee, related disciplines may be used to furnish committee members. Whenever a member of the Peer Evaluation Committee is unavailable due to leave or separation, a replacement shall be selected according to the same method as was used for the resigned member. All voting committee members shall be tenured faculty members.

If these provisions would result in more than one member being selected by the evaluatee, additional faculty members shall instead be selected jointly between the AFT Chapter Chair and the Administration.

(3)For a probationary evaluatee, or for a regular evaluatee by mutual agreement by the evaluatee and administration, the department chair shall appoint a regular faculty member (or a retiree eligible to serve as a Senior Instructor) not on the evaluation committee to mentor the evaluatee, for the probationary evaluatee during the probationary period or for

the regular evaluatee as mutually agreed. During this period and without prejudice, either the mentor or the evaluatee may choose to terminate the mentoring relationship. In such a case, the department chair in consultation with the evaluatee shall select a new mentor from among the regular faculty. The requirement for a mentor for a probationary evaluatee may be waived upon mutual agreement by the administration, the department, and the evaluatee. Such service by a regular faculty member shall not count toward the 60% limit of Article 13.C, but for a Senior Instructor shall be counted based on a fraction of a load of 35 hours per week. All appointments of mentors are contingent upon approval of the college president in consultation with the AFT chapter chair.

(4) During the meeting indicated in (6) (c) below, a tenured evaluatee has the option to challenge any one member of the committee and a replacement will be elected by the department. If the Department Chair is challenged, that person elected by the department shall serve as Committee Chair.

(5) The Committee Chair shall chair the Peer Evaluation Committee and shall schedule the evaluation procedure so that the Peer Performance Report is completed at least three weeks before the Report must be sent to the District Office.

(6) The Evaluation Committee shall operate as follows:

(a) Strict confidentiality shall be maintained.

(b) The committee shall consider input from the appropriate Vice President or his/her designee and the Chair as well as from others the committee feels would have direct information about the competence of the evaluatee. The Evaluation Committee Chair shall notify the evaluatee not less than five (5) days prior to the beginning of an evaluation.

(c) The Evaluation Committee Chair and the evaluatee shall meet at the beginning of the process, to review the steps of the evaluation process and inform the evaluatee of the members of the evaluation committee. The committee shall meet with the evaluatee when the evaluation information is in, if the evaluatee desires such a meeting, to discuss the various items. The evaluatee shall have complete access to all information given the committee. Any information may be used as a basis for investigation, but information that appears to be hearsay, unsubstantiated, unreliable, or inaccurate shall be disregarded in the evaluation.

(d) Each committee member shall, after prior notice, visit one or more classes and/or activities conducted by the evaluatee. Each committee member shall review a copy of the course syllabus prior to the classroom visit(s).

(e) Student evaluations shall be completed by all students for all Instructors, Counselors, and Instructor-Advisors. The forms for student evaluations as found in Appendix B of this Agreement shall be used. These forms shall be completed during the semester of the evaluation or the prior semester and retained by the Department Chair for use in the evaluation process of the Instructor, Counselor, or Instructor-Advisor.

(f) For classroom instructors, the Chair of the Committee shall be responsible for distributing the necessary student evaluation forms to the classes each semester, and the process shall be conducted in the absence of the instructor. Each class shall select a student to whom the committee chair or designee shall give the forms for distribution. The selected student shall collect the forms, place them in the envelope provided, and seal the envelope with an adhesive sticker. The Committee Chair or designee and selected student will sign and date the sticker. The Committee Chair shall open and review the student evaluations with the instructor present and then retain the Student Evaluation Forms for the evaluation. All Student Evaluation Forms shall be reviewed by the Peer Evaluation Committee during the evaluation procedure.

(g) For Counselors and Instructor-Advisors the Department Chair shall be responsible for the collection and retention of Student Evaluation Forms. The Committee Chair shall open and review the student evaluations with the instructor present and then retain the Student Evaluation Forms for the evaluation.

(h) The Peer Evaluation Committee shall meet and make a finding of "Satisfactory", "Needs to Improve", or "Unsatisfactory" for each area in 6.a above and overall, and complete the Peer Performance Report. The Performance Report shall contain options for recommending continued employment, continued employment contingent upon needed improvements as noted, non-retention, or granting of tenure (for probationary evaluatees).

b. Disposition of Forms; Conditions for Administrative Evaluation

(1) If the Peer Performance Report indicates an overall evaluation of "Satisfactory" and no administrative evaluation is required under Section H.7.b.(2), Student Evaluations shall be returned to the evaluatee upon submission of the evaluatee's final grades, or upon conclusion of the evaluation process for non-classroom faculty members; Peer Evaluation Forms shall be destroyed by the Chair in the presence of the evaluatee. The Performance Reports shall be forwarded by the Chair to the appropriate Vice President.

(2) If the overall evaluation is marked other than "Satisfactory", or the evaluation is an additional evaluation as provided in Section H.7.d, or the committee has recommended non-retention or early tenure (early tenure only means tenure after the completion of the second contract), all evaluation forms and information shall be forwarded to the appropriate Vice President for an Administrative Evaluation. The Administrative Evaluation, after a recommendation for early tenure, may either support the recommendation or require continuation of contract status.

c. Administrative Evaluation

(1) The Administrative Evaluation, as provided in Section H.7.b, shall be initiated by the appropriate Vice President no later than thirty (30) working days following the peer evaluation and shall be completed within sixty (60) working days of its initiation.

(2)The Administrative Evaluation shall operate as follows:

(a)Strict confidentiality shall be maintained.

(b)The appropriate Vice President shall consider input from the Peer Evaluation Committee as well as from others the Vice President feels should have direct information about the performance of the evaluatee. He/She may, after prior notice, visit one or more classes or activities conducted by the evaluatee (However, for probationary evaluatees, he/she may visit one or more classes or activities conducted by the evaluatee with no requirement of prior notice). Student evaluation forms may be filled out by students in one or more classes or activities of the evaluatee at the discretion of the Vice President, with a designated administrator distributing and collecting such forms.

(c)The appropriate Vice President shall review the Peer Performance Report, Peer Evaluation Forms, and the Student Evaluation Forms, prior to completing the Administrative Performance Report.

d.Disposition of Forms; Additional Evaluations

If all sections of the Administrative Performance Reports are marked "Satisfactory", all Student Evaluation Forms used in the evaluation shall be returned to the person being evaluated upon submission of the evaluatee's final grades or upon conclusion of the evaluation process for non-classroom faculty members, and Peer Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee. However, in an evaluation involving granting of early tenure all forms shall be retained until the Board of Trustees has acted on the tenure request.

If one or more sections are marked "Needs to Improve" or "Unsatisfactory," all evaluation forms shall be retained by the Vice President until such time that the person has again been evaluated and all sections are marked "Satisfactory." In such a case, additional evaluations following the same procedures shall be conducted at least once per semester until such time as all sections are marked "Satisfactory" or the faculty member is terminated. At the time all sections are marked "Satisfactory", all Student Evaluation Forms will be returned to the evaluatee upon submission of the evaluatee's final grades or upon conclusion of the evaluation process for non-classroom faculty. Peer Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee.

e.Any comments concerning his/her evaluation which a faculty member submits in writing to the Division of Human Resources shall be attached to the file copy of the Performance Report.

f.When a "Needs to Improve" or "Unsatisfactory" has been indicated on the Peer Performance Report and the Administrative Performance Report and communicated to the evaluatee, it shall be the immediate responsibility of the Department Chair involved and the appropriate Vice President to work with the evaluatee in a positive way to encourage improvement. The techniques involved shall include consultation and may include class visitations, use of media for self-evaluation, literature review and arranging for updating of background, all with the purpose of helping the evaluatee improve.

g. In evaluations involving granting of early tenure or non-retention, the College President shall prepare and forward a written recommendation to the Chancellor after review of all evidence including the peer evaluation(s) and administrative evaluation(s). Prior to forwarding this recommendation, if the College President does not concur with the evaluation committee's recommendation, he/she shall meet with the evaluation committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the President's and the evaluation committee's recommendations shall be forwarded to the Chancellor, with pertinent documentation provided.

8. Review of Performance Report

a. A copy of the completed Peer Performance Report and, if applicable, Administrative Performance Report shall be given by the appropriate Vice President to the faculty member being evaluated at a meeting scheduled to discuss the performance report.

b. The Committee Chair shall attend the meeting indicated in item a. above.

c. The meeting indicated in item a. above shall be completed prior to the deadline for submission of the Performance Report to the Division of Human Resources.

d. If the faculty member being evaluated is not able to attend the review meeting, a copy of the Performance Report will be sent to him or her.

9. All forms used in the evaluation procedure shall be completed in accordance with the instructions on the form.

10. The completed Peer Performance Report and, if applicable, Administrative Performance Report must be submitted together to the Division of Human Resources for filing in the faculty member's personnel folder prior to the established deadline.

11. In cases of granting of early tenure or non-retention, the recommendation of the Chancellor shall be forwarded to the Board of Trustees for action.

I. Additional Evaluation

1. If the District intends to dismiss, suspend, or discipline a faculty member for "Unprofessional Conduct" or "Incompetency" under the grounds set forth in Education Code Section 87732, an additional evaluation shall be conducted in accordance with this Article.

2. If the District intends to dismiss, suspend, or discipline a faculty member for grounds set forth in Education Code Section 87732, other than those listed in 1. above, an Administrative Evaluation which considers the events or circumstances for which the dismissal, suspension or discipline may be imposed shall be completed.

3. The evaluation indicated in 1. and 2. above shall meet the "Satisfaction of Grounds" established in Education Code Section 87671 (a) and (b).

4.This section does not apply to hourly faculty members with fewer than eight (8) continuous semesters unless he/she is to be dismissed during the semester.

5.At any time, a Department Chair may recommend that the college administration conduct an additional evaluation of a faculty member in the department as indicated in I.1 or I.2 above.

J.Mentoring Compensation and Responsibilities

Each mentor shall receive ten (10) hours of compensation at the rate of \$42.31 per hour for each full year that the mentoring relationship continues. Such payment shall be exempt from the percentage limitation provided in Article 13.C. During the period of mentoring, the mentor shall consult and interact with the evaluatee for the purposes of (1) enhancing the evaluatee's effectiveness and ability to perform his/her basic duties, and (2) encouraging the evaluatee's professional growth. Such interaction may include class visitations to classes taught by the evaluatee and/or to classes taught by the mentor, attendance at professional conferences, and other appropriate activities, by mutual agreement of the evaluatee and the mentor.

K.Grievances

Article 28, Grievance Procedure, shall be used to resolve any grievances resulting from this section and in compliance with applicable Education Code Sections. See Code Sections 87610, 87610.1, 87611, 87740, 87743, 87745, 87746. A decision by the Board to deny granting of tenure at the end of the first or second contract, but to continue the probationary faculty member under a second or third contract for the following one or two academic years, shall not be grievable under Education Code Section 87610.1 or this Agreement.

ARTICLE 20, 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 with a Request for Personnel Action (RPA) to the Office of Personnel Operations. 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.

ARTICLE 21, FACULTY SERVICE AREAS

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 FSA's 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.

ARTICLE 22, RETIREMENT

The AFT and the District agree to reopen negotiations on a retirement incentive at any time at the request of either party.

ARTICLE 23, PROFESSIONAL GROWTH

In order to utilize the provisions of the Tuition Reimbursement program authorized in Article 23.A,

A. The Los Angeles Community College District shall establish a fund of \$50,000 per fiscal year for the purpose of professional development.

Members of the faculty unit may receive tuition reimbursement in accordance with the following requirements:

1. A maximum of \$2000 not to exceed 50% of the tuition may be reimbursed in any one academic year except as provided in section 7. below. In order to be eligible, a unit member must have been employed and paid at some time during the fiscal year in a class code other than day to day substitute (full day, half day, or hourly).
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 Office of Personnel Operations.
3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas.
 - a. The faculty members' discipline.

b.A related discipline.

c.Methods or curriculum.

d.Retaining as recommended by the College President and approved by the Chancellor.

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

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

6.The Los Angeles Community College District shall not provide funds for courses or programs in administration or courses leading to or required for a degree or credential in administration unless the employee can provide evidence that such courses or programs enable the employee to serve more effectively in his/her position or in another position in the Unit.

7.Notwithstanding the restrictions listed above, if reimbursement is approved for retraining in accordance with section 3.d. above, the District shall pay the full cost of tuition, books, and materials for such employee so enrolled at the time such costs are due.

8.The total amount encumbered for tuition reimbursement shall not exceed \$50,000 per fiscal year.

B.The Los Angeles Community College District shall provide a fund in the amount of \$120,000 per fiscal year for the purpose of supporting convention and conference attendance for members of the unit. No convention and conference funds shall be budgeted for the employees in the Faculty Unit by the individual campus.

This fund shall be distributed to the colleges by the Vice Chancellor of Educational Services in proportion to the number of full-time faculty members on each campus and shall be administered at each college by a committee of faculty appointed by the campus Academic Senate and approved by the College President. Should the College President not approve an appointment, he/she shall state the reason in writing to the President of the Academic Senate. The granting of convention and/or conference attendance shall be in accordance with established District rules and regulations.

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.

ARTICLE 25, LEAVES

A.General Policy on Leaves of Absence

1.Definition. A leave of absence is 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 employees if requirements have been met and reasons suitably documented. Such leaves are: Bereavement, Illness, Industrial Accident, Family Illness, Rest, Maternity, Assault and Battery, Military, Government Service, Governmental Order, Parental (mandatory in those instances defined in Section O.1. below; otherwise optional), Part-Time Service, and Sabbatical Leave.

b.OPTIONAL LEAVES. All other leaves requested by employees may or may not be granted, depending on status and service of the employee, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. If an optional leave is denied, reasons must be specified on an appropriate form.

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

4.Length of Leave. The minimum and maximum length of leave (including extension) depends on the type of leave. No leave, except military, may be written beyond the expiration date of the employee's credential covering service in the position or beyond the termination date of his/her assignment. 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 his/her 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 his/her designee. Leaves are consecutive if not separated by regular service for at least 130 days.

5.Compensation and Benefits. Employees on leave may receive full pay, part pay, or no pay--depending upon the type of leave. Unless otherwise indicated, a faculty member on leave shall be eligible to retain fringe benefits by paying the cost of his/her fringe benefit package. Each employee granted leave shall, at the time notification of leave approval is given, receive written indication of this right and a timetable and schedule for fringe benefit package payment. Employees not electing to pay fringe benefits shall have their coverage rescinded until return from leave. Each employee granted leave shall, at the time notification of leave approval is given, be so informed. A faculty member on leave whose fringe benefits package has been rescinded, shall have that package automatically reinstated on the date of official return to service in accordance with the re-enrollment provision of Article 27, Hospital, Medical, Dental, Vision Coverage.

6.Request Procedure

a.Leaves for fewer than 21 working days shall be requested orally and granted orally by 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 employee and the Division of Human Resources approves the eligibility of the employee 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. Employees, 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 Vice Chancellor 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. Employees 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 employees in service.

12.Effect on Assignment. An employee returning from leave is reassigned to the college or division from which leave was taken unless a transfer would have been made if the employee had been on duty.

13.Return to Service. Request to cancel an approved leave or to return to service prior to expiration date of leave will be considered by the 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.

B.Assault and Battery Leave (Mandatory)

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

2.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, employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.

4.Compensation. When an employee is absent because of such assault and/or battery, the employee will be paid his/her full salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one year provision, compensation is paid under the same provisions as apply to other industrial accidents (See PG B417).

5.Multiple Assignments. Persons who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other certificated assignments in which the employee is eligible for illness absence pay.

6.Additional Provisions. See also PG B 417 for additional provisions relating to industrial accidents.

7. Report to Law Enforcement Agency. It is the duty of any employee who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such employee is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred. 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 employee 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. Employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the fact that the employee cannot work because of injury, and a copy of the report to the Law Enforcement Agency.

9. Return to Service. Health approval is required before return to service from injury.

C. Bereavement Leave (Mandatory)

1. Definition. A bereavement leave is 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 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 employees are eligible for a bereavement leave except a day-to-day substitute.

SERVICE: Employees must be in active service (not on leave) at the time of the leave.

3. Length and Time of Leave

Maximum of three working days (or five days if more than 200 miles travel is required) for death of member of "immediate family," not necessarily consecutive, within ten calendar days after demise or notification of date of funeral. A three-day bereavement leave 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 time card.

5.Effect on Benefits: Bereavement absence with pay counts toward benefits as paid service.

6.Request Procedure: Make oral request to College President or Vice Chancellor. Evidence of bereavement may be requested by the College President for approval of salary payment.

D.Exchange Leave (Optional)

1.Definition: An exchange leave is a leave granted to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

2.Status Requirement: Employee 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 employee 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 employee shall serve at least two consecutive years with a minimum of 130 days of full-time service each year before eligible for another exchange assignment.

b.STEP ADVANCE: Credit for service on an exchange leave counts toward step advance as if service were in the District. An employee 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 Office of Personnel Operations verifying this service.

c.RETIREMENT: Service on an exchange leave counts toward retirement if approved by STRS. If retirement contributions are not deducted from compensation, the employee must personally arrange for payment of required contributions.

E.Family Illness Leave (Mandatory)

1.Definition: A family illness leave is one granted to an employee who is needed at home because a member of the immediate family is ill.

2.Requirements

STATUS: Employee must have other than day-to-day substitute status on the effective date of the leave.

SERVICE: No prior service required.

3.Length of Leave: Leave shall not be granted for more than four semesters.

4.Compensation: No salary will be paid by the District for the period of the leave. However, an employee on family illness leave may be approved to serve up to the limit for multiple assignments. Also, as provided by Sec. 233 of the Labor Code, to attend to the illness of a child, parent or spouse, the employee's credited full-pay and/or half-pay illness days may be used to pay the employee during such absence, up to a maximum equal to the number of full-pay days earned by the employee during six months of employment.

5.Effects on Benefits. Applicable statutes provide for payment of certain benefits to the employee for a limited period of time. After the expiration of this period, no credit is allowed for any benefits for additional time spent on family illness leave. For such time, employee may pay his/her own premiums for medical/hospital, dental, vision and group life insurance.

6.Applicable statutes. California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

F.Government Service Leave (Mandatory)

1.Definition. Government Service leave is leave to serve in some elected or appointed capacity in local, state or national government.

Government Service leaves shall include election to full-time public office, Peace corps, ACTION, and appointment to government service in a non-protected position.

2.Status Requirement: Leave shall be granted to regular faculty members.

3.Length of Leave: Full-time government service leave shall be for the term of the office, or four years, whichever is longer, and shall not be renewable. Part-time government service leave may be extended beyond the four year limit.

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

5.Effect on Benefits: No credit for any benefits is allowed for time spent on Government Service leave.

G.Governmental Order Leave (Mandatory)

1.Definition: A governmental order leave is granted to an employee to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

2.Requirements

STATUS: All employees except day-to-day substitutes.

SERVICE: Employee 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. 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 given to the college or division time-keeper for forwarding to the Disbursements Branch.

H.Grant Leave (Optional)

1.Definition: A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a private institution or a city, county, state, federal or foreign government. Such service should result in the employee's rendering more effective service to the District upon his/her return.

2.Status Requirement: Employee must hold regular status on the effective date of the leave.

3.Length of Leave: Leave may be granted for a maximum of two semesters.

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

5.Effect on Sabbatical Leave: Service under a grant leave counts toward the service required for a sabbatical leave if evidence is presented, satisfactory to the Office of Personnel Operations, that such service was rendered.

6.Effect on Step Advance: When satisfactory evidence is presented to the Vice Chancellor, Division of Human Resources, that service rendered will be equivalent to service in the District, credit for step advance is allowed. This approval will be prior to the effective date of the leave.

7.Effect on Retirement: Time spent on grant leave does not count as service for retirement and will therefore reduce the total service credit on which the retirement allowance is based.

8.Request Procedure: The College President or Vice Chancellor shall forward the leave request to the Office of Personnel Operations. Final approval of leave requests will be withheld pending the receipt by the Office of Personnel Operations of verification that the grant application has been approved. The employee and the college or division shall be notified when final approval of the leave request has been granted.

I.Illness Leave (Mandatory)

1.Definition: An illness leave is a paid or unpaid leave granted to a faculty member who is compelled to be absent from duty in his/her current assignment on account of his/her own illness or injury or because of quarantine occasioned by his/her own or another's illness.

a.FORMAL ILLNESS LEAVE OF ABSENCE. A formal illness leave is a leave granted to an employee for a period of more than 20 consecutive working days.

b.INFORMAL ILLNESS LEAVE OF ABSENCE. An informal illness leave is a leave which is granted to an employee for a period of 20 working days or less.

2.Calculation and Compensation of Illness Leave

a.EMPLOYEES ASSIGNED FULL-TIME. Full-pay illness allowances are credited to employees assigned full-time on July 1 each year. Employees assigned on "A" or "D" basis receive twelve days, and those assigned on "B" or "C" basis receive ten days. Unused full-pay days are accumulated from year to year. If the employee's accumulated balance of full-pay days is less than 100, half-pay days are credited each year to bring the total of full-pay days and half-pay days to 100. If the full-pay balance is 100 or more, no half-pay days are provided; however, there is no limit on accumulation of full-pay days.

b.EMPLOYEES ASSIGNED LESS THAN FULL-TIME. Employees assigned less than full-time are credited with illness days based on the number of days per week assigned. Full-pay days and half-pay days are credited to an employee's account in the proportion that the number of days assigned per week bears to five (e.g., an employee assigned to two days per week would be credited with four full pay days ($2/5 \times 10 = 4$) and 36 half-pay days, a total of 40 days ($2/5 \times 100 = 40$). After full-pay days have been accumulated to the limit for half-pay days, no half-pay days are allowed.

c.ON-CALL DAY-TO-DAY SUBSTITUTES. On-call day-to-day substitutes do not earn illness allowances. On-call day-to-day substitutes who have accumulated a "balance" because of prior assignment to a monthly rate assignment (described in 2.a. above) may use the previously earned illness leave in on-call day-to-day substitute service subject to the limitations described in d.(3) below.

d.COMPENSATION

(1)Employees Paid on a Monthly Rate Schedule: When an employee is absent because of illness and such absence is properly reported and verified, the employee will be paid his/her full salary up to the total number of full-pay illness days to his credit. Additional illness absence will be paid at half salary up to the total number of half-pay days accumulated. Additional illness absence will be non-paid until the beginning of the next academic year at which time new balances will be credit as described in 2.(a) above.

(2)Employees Paid on the Hourly Rate Schedule. Hourly rate employees are charged one day of illness for each "day" of illness absence. For example, an instructor assigned 2 hours per night 2 nights a week who is absent for one week (4 hours) is charged for 2 days; an instructor assigned 4 hours per night one night a week who is absent for one week (4 hours) is charged for one day.

(3)On-call Day-to-Day Substitutes. On-call day-to-day substitutes who have accumulated an illness pay "balance" because of prior assignment to a class on a monthly

rate schedule will be allowed pay for absence due to illness. The substitute must not have been released prior to the illness and no illness benefits shall be paid after the date the substitute was scheduled to be released.

(4)A permanent employee may donate to any other permanent employee in the unit who has a long-term illness one or two full days each academic year but only when the donor has an accumulated illness balance of one hundred two or more full-paid days of illness leave at the time of his/her donation.

3.Required Verification

An employee who is absent because of illness shall be required to sign on a form provided (Form 60.82B) a statement that such absence was due to illness, injury, or quarantine. Such form must be approved for payment by the proper administrator. Payment for absence due to illness shall be made only upon certification by the Chancellor or his/her designated representative that such absence was for reason of illness or injury.

4.Holiday Pay

If an employee 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.

In case a holiday occurs on the first day of the employee'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. In case a holiday occurs on the last day of the employee'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.

5.Effects on Benefits

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

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

6.Additional Summer Session Credit

An employee who is to perform service on twenty or more days during a summer session shall be allowed one and one-half days of full pay illness leave in addition to that provided in Section 2.(a) above. This paid illness leave benefit for a summer session assignment, if not used, will be accumulated from one summer session to another but will not be added to any other illness leave balance.

7.Status Requirements for Illness Leave

For an informal illness leave of absence, employees paid from a monthly rate schedule and employees on the hourly rate schedule must be in a regular assignment, a summer session instructor with a regular session basic assignment, or as a substitute in a higher class than the regular assignment. On-call day-to-day substitutes must qualify, as indicated in 9.(c) below, for illness leave pay.

For a formal illness leave of absence, assignment to a class paid on a monthly rate or hourly rate schedule is required; however, no prior service is required.

8. Time Limitations For Formal Leave of Absence

a. **EMPLOYEES PAID ON A PREPARATION SALARY SCHEDULE.** Maximum leave granted at any time is to the end of the semester following the semester in which the leave commences. Such leave may be extended for a total period of not more than four semesters. After an employee has had four semesters of illness leave (either continuous or in series) he/she may have an additional two semesters leave for illness only if, in the opinion of a District Physician Consultant, the employee will be able to resume his/her duties at the end of the leave. If, in the opinion of the District Physician Consultant, the employee will not be able to resume his/her duties at the end of the leave, the leave will be granted only for a sufficient time to allow the employee to apply for disability retirement.

b. **EMPLOYEES PAID ON THE HOURLY RATE SALARY SCHEDULE.** Employees who are serving as hourly rate employees without regular status as full-time employees of the District may be granted a leave to the end of the semester in which the leave commences.

c. **ADDITIONAL LEAVE PERIODS.** Additional leave may be granted only on the approval of the Chancellor.

9. Time Limitations for Informal Leave of Absence

a. **EMPLOYEES PAID ON A PREPARATION SALARY SCHEDULE.** Maximum informal leave is 20 working days. An illness which extends beyond 20 consecutive working days may be converted to a formal illness leave upon receipt of the proper forms.

b. **EMPLOYEES PAID ON THE HOURLY RATE SALARY SCHEDULE.** Maximum informal leave is 20 working days. A working day is defined as a day on which the employee is assigned. For example, an employee assigned for one day a week would be covered for only four absences. An illness which extends beyond 20 consecutive working days may be converted to a formal illness leave upon receipt of the proper forms.

c. **ON-CALL DAY-TO-DAY SUBSTITUTES.** On-call day-to-day substitutes who have accrued an illness leave balance because of prior assignment to a monthly rate position shall be granted an informal illness leave of absence if the substitute has not been released prior to the illness. No illness benefits shall be paid after the date the substitute was scheduled to be released.

10. Request Procedure

a.FORMAL ILLNESS LEAVE OF ABSENCE

- (1)Employees must complete Leave of Absence Request Form (Form C131).
- (2)Employee must attach a statement from a licensed physician or other practitioner (Form C305, "Attending Physician's Statement") verifying the fact that the employee cannot work because of personal illness or injury.
- (3)These forms must be submitted to the President of the College or the Vice Chancellor for forwarding to the Office of Personnel Operations.
- (4)Leave requests will be recommended for approval or denial by the District Physician Consultant.
- (5)Disposition of the leave request will be sent to the employee by the Office of Personnel Operations in writing.

b.INFORMAL ILLNESS LEAVE OF ABSENCE. The request should be made orally to the President of the College or Vice Chancellor.

11.Employment While on Leave

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

12.Extra Assignment

An employee who is on formal illness leave from his/her regular assignment must also take illness leave from his/her extra assignments unless specifically authorized to perform part-time service by the District Physician Consultant. Informal illness leave may be allowed for qualifying extra assignments (e.g. hourly rate) without reference to illness leave status of the employee in regular assignments.

13.Return to Service

a.ABSENCE DUE TO PERSONAL ILLNESS, INJURY OR MATERNITY LEAVE OF ABSENCE

If an employee has been absent because of illness, injury or maternity leave of absence,

- (1)For less than 6 consecutive working days, the employee must sign and submit a "Certification of Illness or Injury" card (Form 60.82B). Follow procedure c. below for return to service.
- (2)For more than 5 consecutive working days, the employee must sign and submit a

"Certification of Illness or Injury" card (Form 60.82B) signed by a physician or other practitioner. Follow procedure c. below for return to service.

(3) For more than 20 consecutive working days, in order to return from the formal illness leave, the employee must submit a "Certification of Illness or Injury" card (Form 60.82B) and a "Permit to Return to Work" (Form C961), signed by a physician or other practitioner. Follow procedure c. below for return to service.

b. ABSENCE DUE TO QUARANTINE. If employee has been absent because of quarantine, regardless of length of such absence, a county health office exclusion and readmittance card must be obtained. Employee should follow procedure c. below.

c. RETURN PROCEDURE

For a return from an illness leave the faculty member reports to the college or division and is admitted to service without health examination by the District Physician Consultant at the discretion of the College President or Vice Chancellor. If in the opinion of the College President or Vice Chancellor the faculty member does not appear fit to return to service, the employee must present an "Attending Physician's Statement" (Form C305) completed by his/her physician at the time of a physical examination by the District Physician Consultant.

14. Applicable statutes. Certain statutes provide for illness benefits to the employee for a limited period of time. Such benefits will be coordinated with those provided in this Agreement, so that benefits are provided under both the Agreement and the statutes.

California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

J. 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 employee would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence regardless of the amount of a temporary disability indemnity award.

b. The 60 days is not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same accident is available.

3. Extension of Leave. An employee who is unable to return after 60 days shall be continued on industrial accident leave but may be paid from accumulated illness benefits. At the exhaustion of regular illness leave benefits, if still unable to return, the employee 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 Operations Division.

a.The District will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the employee's full salary. Such warrants are subject to normal retirement and other authorized deductions.

b.During the initial 60-day absence, the employee shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the employee's accumulated illness balance. If the 60-day maximum is exceeded, the employee may start drawing the regular illness compensation to which he/she may be entitled.

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

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; 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 employee usually reports for work and extends through the last day for which injury is claimed until the hour the employee is engaged in any gainful employment. The employee will be required to forfeit any injury pay received from the District during any period of employment.

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

K.Maternity Leave (Mandatory)

1.Definition. A maternity leave is an unpaid leave which is granted because the employee is pregnant.

2.Status Requirement. Employee must hold other than day-to-day substitute status at the time leave is

requested.

3.Length of Leave. A maternity leave may be granted for a maximum period of two full semesters.

An employee may request beginning and ending days for a maternity leave within the limitations indicated above.

4.Compensation. No salary will be paid by the District while an employee is on a maternity leave; however, for the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave pursuant to Section 1, Illness Leave, of this Article.

5.Illness. An employee may request that a maternity leave be terminated and file for a formal illness leave according to established procedures.

6.Effect on Benefits. No credit is allowed for time spent on maternity leave for any benefits, including step advance, eligibility for other leaves, retirement, etc. "Points" may be earned while on such leave.

L.Military Leave (Mandatory)

1.Indefinite Military Leave

Definition. An indefinite military leave of absence is one granted to an employee ordered to active military duty for a period of more than 180 calendar days as provided in the Education Code, Military and Veterans Code.

2.Temporary Military Leave

Definition. A temporary military leave of absence is one granted to an employee ordered to active military duty for a period of not more than 180 calendar days (including travel time) as provided in the Education Code, Military and Veterans Code.

M.Opportunity Leave (Optional)

1.Definition. An opportunity leave is a leave to permit an employee to accept certain opportunities of superior character which will result in the employee's rendering more effective service to the District upon his/her return.

2.General Policy

a.Opportunity leaves of absence may be granted for the following types of service outside of the United States:

(1)Government service under the auspices of the armed forces.

(2)Teaching service or related service in the field of education.

b.Opportunity leaves of absence may be granted for the following types of service in the United

States:

(1) Government service when officially requested by an official representing the department making the request.

(2) Instructional service in a collegiate level institution.

c. Opportunity leaves of absence may be granted to permanent employees when such leaves are deemed desirable to prevent the layoff of employees because of reduced enrollment.

d. The College President or Vice Chancellor may recommend that an employee be granted an opportunity leave, even though not within the scope of paragraphs a. to c., but must approve the opportunity as one of exceptional importance to the District.

3. Requirements

STATUS: If the employee does not have permanent status in the District on the effective date of the leave, the College President or Vice Chancellor must state in writing that the leave is being requested for a probationary employee.

SERVICE: During the two preceding consecutive semesters, the employee must have either:

a. Been on an illness, study, travel, Federal Grant, or sabbatical leave, or

b. If full-time, received pay for the number of hours equivalent to 130 days of full-time service, or

c. If part-time, been in paid service (other than illness or injury) during at least seven pay periods.

4. Length of Leave. Leave may be granted for a maximum of two semesters; leave may be granted on a part-time basis and/or alternate semester basis. Under exceptional circumstances, such a leave may be extended to a total of four semesters. No leave can be written beyond the expiration date of the employee's credential.

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

6. Effect on Benefits. No credit is allowed for time spent on opportunity leave for any benefits, including step advancement and service for sabbatical or other types of leaves.

7. Request Procedure. The request for such leave should be made on the District Form (Leave of Absence Request) obtained from the college or division. Attached must be:

a. A written statement describing the nature of the opportunity and how it will enable the employee to render more effective service to the district upon return to service, and

b. A verification of the offer.

The leave request should be presented to the President of the College or Vice Chancellor for administrative approval and transmittal to the Office of Personnel Operations.

Official verification of the offer is necessary before any opportunity leave can be granted; however, leaves should be requested prior to the leave deadline without official verification. The leave application will be held until the official verification has been received before final approval will be made by the leave committee.

The Office of Personnel Operations will notify the employee as to the outcome of the application.

N.Organization Leave (Optional-Mandatory) (EC 87768.5)

1.Definition. An organization leave is a leave which is granted to enable an employee 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 optional.

2.Requirements

STATUS: Employee must have probationary or permanent 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.

O.Parental Leave (Optional/Mandatory)

1.Definition. An optional parental leave is a leave granted to an employee who is a parent or legal guardian for his/her minor child (under 18 years of age).

A mandatory parental leave is a leave granted to an employee due to the birth of a child or the arrival of an adopted child.

2.Requirements

STATUS: An employee must have other than day-to-day substitute status on the effective date of the leave.

SERVICE: No prior service is required for employees.

3.Length of Leave. Parental leave may be granted for a period of one or two semesters and may be extended for a total of six semesters for any given minor child.

4.Compensation. No salary will be paid by the District for the period of service covered by this leave except in the case of the birth of a child or the arrival of an adopted child a maximum of twenty (20) paid working days shall be granted. Such cases will be separate and apart from personal emergency leave but will be deducted from accumulated illness leave. In absence of an appropriate accumulated illness leave, such leave will be unpaid.

5.Effect on Benefits. No credit is allowed for time spent on unpaid leave.

6.Applicable statutes. Certain statutes provide for parental leave benefits to the employee for a limited period of time. Such benefits will be coordinated with those provided in this Agreement, so that benefits are provided under both the Agreement and the statutes.

California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

P.Personal Leave (Optional)

1.Definition. A personal leave is one which is granted to an employee for a specific personal reason.

2.Requirement. Employee must hold other than day-to-day substitute status.

3.Length of Leave. A personal leave may be granted for not more than two semesters.

4.Compensation. No salary will be paid by the District for the period covered by the leave. However, an employee on personal leave may be approved to serve up to the limit for multiple assignments.

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

Q.Personal Necessity Leave (Optional)

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

2.Requirements

STATUS: Employee must hold other than temporary or substitute status only at the time of the leave or be in a status which qualifies the employee for illness pay.

SERVICE: No prior service is required for those with 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 employee. All hours paid will be deducted from the full-pay illness balance of the employee.

5. Qualifying Events. The following are those events which may be used as 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. An accident to any employee's person (not covered by illness leave or industrial accident leave),

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

d.(4*) COURT APPEARANCE. Appearance in court as a litigant. (The employee 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:

(1) 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

(2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Operations Division; and

(3) The employee 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 employee's family (see "a" above).

g.(7*) PATERNITY. Birth of a child.

h.(8*) HOME PROTECTION. Necessary action taken by employee 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 employee, for which other paid leave of absence is not authorized, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during

his/her assigned hours of service.

* "Reason" number to be indicated on District form.

6.Limitations

a.The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the employee 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 an employee without being deducted from the number of full pay days allocated to the employee; if unused, such days shall not accumulate from year to year.

b.Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

c.Personal necessity leave shall not be granted for an employee organization meeting, or employee organization activity unless the leave is approved by the Chancellor or his/her designee.

d.Personal necessity leave shall not be granted for work stoppage activities.

e.The employee is to return to work whenever it is not necessary for him/her to be absent for the entire day.

7.Request Procedure. Employee must fill out district form including specific explanation of reason for absence and file it with the administrator of the college or division. 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 employee'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 division.

R.Position Leave (Optional)

1.Definition. A position leave may be granted to an employee from one position to serve in another class in the service.

2.Requirements.

STATUS: Employees must have other than substitute status only in the position from which the leave is taken on the effective date of the leave.

SERVICE: No prior service is required.

3.Length of Leave. A position leave may be granted for two semesters or less and extended to four semesters. A position leave or any combination of position leaves may be extended from four semesters to a maximum of six consecutive semesters only upon the specific request of the College President or Vice Chancellor and upon the approval of the Chancellor.

EXCEPTION: Position leave for Department Chairs shall be extended to the conclusion of the term/terms of office as long as extension does not involve a substitute replacement.

4.Compensation. Compensation shall be earned for the position in which service is rendered.

5.Effect on Benefits

a.SALARY. Service in a position in a higher class than that of the regular assignment counts toward step advance in the regular assignment.

b.OTHER LEAVES. An employee on a position leave may be granted a mandatory leave from the second position.

c.OTHER BENEFITS. Time on position leave does not count toward other benefits except as such credit is earned in the new position.

6.Request Procedure. The college or division is responsible for submitting a Request for Personal Action to initiate a position leave. No formal request is required from the employee. All position leave requests shall indicate an ending date (Date to).

7.Return to Former Class. Employees are reelected to full-time service in the class from which they are on leave effective immediately following the expiration of their leaves unless they are assigned to a different class prior to return to service in their former class.

S.Reduced Workload Leave of Absence (Mandatory)

1.Definition. Reduced workload leave of absence is granted to regular employees who wish to reduce their workload from full-time to part-time duties in accordance with Education Code Section 87483, and Education Code Section 22713 (for STRS members) or Government Code Section 20815 (for PERS members).

2.Requirements

a.ELIGIBILITY. The employee must meet the age and full-time employment requirements stated in Education Code Section 87483, and Education Code Section 22713 or Government Code Section 20815 as appropriate.

b.SERVICE. The minimum part-time employment shall be in accordance with Education Code Section 87483. This request must be exercised upon request of the employee. By mutual agreement of the employer and the employee, the employee may work any percentage of time either semester provided that the total time served per year is equal to or greater than the minimum number of days of service required. For example:

(1) Service may be completed during either semester provided that the minimum number of hours have been met.

(2) Service may be completed by serving part-time during each semester. Any percentage of time may be served provided that the minimum number of hours are served.

(3) Service may be completed by greater than the minimum number of days of service required.

3.Length of Leave. The minimum length of leave shall be for one semester. In the event that the workload for two semesters combined is needed in order to meet the minimum number of hours or days required to qualify for this leave, the employee must indicate the pattern of service for the entire academic or fiscal year. The total period of part-time employment under such leave(s) shall not exceed ten (10) years for STRS members and shall not exceed five (5) years for PERS members. For a PERS member, participation in such part-time employment shall not continue beyond the end of the college year during which the employee reaches his or her 70th birthday.

4.Compensation. The employee will be paid at his/her regular salary rate for the period of time actually worked.

5.Retirement Benefits. The employee will receive full retirement credit for the year's service.

a.The employee and the District shall both contribute to the State Teachers Retirement System or the Public Employee Retirement System the amount required by law.

b.Retirement contributions must be placed on deposit with the Disbursements Branch (Payroll) prior to reduction in service.

(1)The employee must deposit the amount equal to the difference of his/her yearly total retirement contributions and the amount withheld by the District for his/her part-time service. The full amount is needed to eliminate possible loss of retirement credit if a monthly or other type of payment is not received.

(2)The Disbursements Branch will bill the employee for his/her share of the contributions prior to the reduction in service.

(3)For the convenience of the employee, the employee may arrange with District Payroll to have the retirement contributions deducted each pay period from the employee's salary warrant in such a way that the required funds are received by the District in advance of the date such funds are due from the District to the retirement system.

6.Employment. No additional restrictions are placed upon the employee regarding multiple or previously held outside employment. Employees may obtain new employment within or outside the District according to the current policies.

7.Effect on Benefits. The employee on Reduced Workload Leave will be entitled to the same benefits

he/she would have received had he/she remained in active service in his/her regular position during the leave period.

8. Request Procedure

a. Request shall be submitted not later than the end of the second week of the semester prior to commencement of the leave period. Employees who plan to have no assignment or to work less than one-half of a full-time assignment during a spring semester must submit their leave requests during the prior spring semester.

b. Employee must complete District Leave of Absence Request Form and Service Agreement Form which outlines service to be performed during the leave.

c. These forms are then submitted by the employee to the President of the College or Vice Chancellor for his/her recommendation and transmittal to the Office of Personnel Operations.

d. Employees will be informed regarding the disposition of their application by the Office of Personnel Operations.

e. Requests for leaves that have been approved may be cancelled only upon the approval of the College President and the Vice Chancellor, Division of Human Resources. Such requests will be considered on the basis of convenience to the District. One of the factors to be considered is the arrangements that have been made for replacing the employee while on leave.

f. Personnel Operations shall furnish to employees, upon written request, copies of Education Code Section 22713 and 87483, Government Code Section 20815, and rules and regulations of STRS and other authorized agencies which pertain to this type of leave and which have been made available to the District.

9. Should Education Code Section 22713 or 87483 or Government Code Section 20815 be amended, the parties agree to renegotiate any aspects of this Article affected by the amendment(s).

T. Rest Leave (Mandatory)

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

2. Requirements

STATUS: The employee must hold other than substitute or temporary status on the effective date of the leave.

SERVICE: No prior service is required.

DOCUMENTATION: A statement from a physician or other licensed practitioner indicating that the employee is not well enough to resume the responsibilities of a full-time position must be attached to the leave request.

3.Length of Leave. Leave may be granted for two semesters or less but may be extended for a total of four semesters (including any consecutive illness leave).

4.Compensation. No salary will be paid by the District for the period covered by the above, except as earned by service in other assignments (see 6. below).

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

6.Effect on Other Assignments. An employee on a rest leave may be approved to serve as an hourly rate employee up to the limit for an extra assignment, if the employee produces a statement from a physician or other licensed practitioner indicating that he/she appears to be well enough to undertake such service.

U.Sabbatical Leave (Mandatory)

1.Sabbatical leaves of absence shall be granted to eligible applicants according to the following conditions:

a.The employee must have regular status in the District at the time the leave begins.

b.The employee 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.An employee shall be paid one-half of his/her regular salary for the period of the leave.

f.An employee must render service in the District after return from a sabbatical leave which is equal to twice the period of the leave.

2.Limitations on Sabbaticals

a.Except as provided in subsection 2.b below, the Board may delegate to the Chancellor, or

his or her 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 his or her 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 or her return from a sabbatical leave, a faculty member shall give the President or his or her designee a report identifying the manner in which the faculty member accomplished his or 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 or 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.

V. Study Leave (Optional)

1. **Definition.** A study leave is a non-paid leave of absence which may be granted to enable an employee to pursue a program of study at least four 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. Correspondence courses are not acceptable for leave purposes.

2. Requirements

STATUS: The employee must hold permanent status on the effective date of the leave.

SERVICE: During the two preceding consecutive semesters, the employee must have either (a) if assigned full-time, received pay for the number of hours equivalent to 130 days of full-time service or been on sabbatical, exchange, or federal grant leave, or (b) if assigned part-time, been in paid service (other than illness or injury) during at least seven pay periods.

3. **Length of Leave.** Leave may be granted for one or two semesters, and extended to a total of four semesters (Leaves granted under section 4. are limited to a total of two semesters). Leaves may be granted on a part-time and/or alternate semester basis.

4. **Study Leave Following a Study Sabbatical.** When following a sabbatical leave for study, an extension of leave is requested in order that study undertaken during the sabbatical may be continued, such a leave may be granted for not to exceed one semester (or for two semesters if the sabbatical leave report and other required forms have been filed and approved).

5. **Compensation.** No salary will be paid by the District for the period of service covered by the leave. However, an employee on study leave may work as an hourly rate employee up to the limit for an extra assignment.

6.Effect on Benefits. Time spent on study leave does not count as service in determining eligibility for other types of leave, progressive salary advance, promotion, or retirement. Points toward salary column advance may be earned for study undertaken in conformance with established procedures.

W.Travel Leave (Optional)

1.Definition. A travel leave is a non-paid leave which may be granted to enable an employee to travel outside of a 250 mile radius from the Los Angeles Community College District administrative offices for educational purposes for a minimum of 60% of the time for which the leave is granted.

2.Requirements

STATUS: The employee must hold permanent status on the effective date of the leave.

SERVICE: During the two preceding consecutive semesters, the employee must have either

a.if assigned full-time, received pay for the number of hours equivalent to 130 days of full-time service or been on sabbatical, exchange, or federal grant leave, or

b.if assigned part-time, been in paid service (other than illness or injury) during at least seven pay periods.

3.Length of Leave. Formal leave may be granted for a minimum of one pay period and a maximum of two semesters. Leave may be granted on an alternate semester basis.

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

5.Salary Points. Points may be earned for approved educational travel and related study undertaken in conformance with established procedures.

6.Effect on Benefits. Time spent on travel leave does not count as service in determining eligibility for other types of leave, progressive salary advance, promotion, or retirement.

X.Work Experience Leave (Optional)

1.Definition. A work experience leave is designed to allow an employee 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 employee's skill, knowledge, and understanding of his/her regular assignment.

2.Requirement. A permanent employee may be granted a work experience leave of absence based upon the same standards as those required for a sabbatical leave. Service requirement 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 employee 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 employee 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 employee 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 personnel on various assignment bases to be the actual length of the work experience leave. In case 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 employee 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 employee 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 employee were rendering service in the District, if such payment is requested by the employee.

Payment of work experience salary as described under Plan B shall be contingent upon the execution of a written indemnity agreement by which the employee 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 Board of funds received under Plan B.

4.Work Experience Leave Reports to be Filed. Each employee 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 duty, 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 employee shall be withheld from any salary due the employee for service after the second pay period following his/her return to active duty.

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 employee under the terms of the leave agreement; provided, however, that the Chancellor or his/her designated representative had been notified as soon as practicable, of such accident or illness.

b. FAILURE TO COMPLETE REQUIREMENTS DUE TO OTHER CAUSES. An employee 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. A year's leave of absence for an A employee means 13 pay periods; for a B employee, 10.85 pay periods; for a C employee, 10 pay periods; for a D employee, 240 assigned days.

For an incomplete work experience leave originally approved for one semester for C or D employees, one period for B or D employees, or seven pay periods for A employees, the fractional portion of requirements completed may be 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 duty or prior to the beginning of a leave immediately following the work experience leave.

Y. 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.

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 half-time 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.

ARTICLE 26, DISTRICT LIFE INSURANCE GROUP COVERAGE

A.The District sponsored Group Life Insurance Program is established for those personnel who make the District their regular place of employment and who receive their primary source of income from such employment. The purposes of the program are as follows:

- 1.To promote increased economy and efficiency in the District's service.
- 2.To enable the District to attract and retain qualified personnel by providing Group Life Insurance Benefits similar to those provided in private industry and other governmental entities.

B.Definitions

- 1.District. The Los Angeles Community College District.
- 2.Program. The program shall consist of one or more Group Life plans for personnel.
- 3.Plan. Any Life Insurance Group plan approved by the Board of Trustees of the Los Angeles Community College District. The District's life insurance plans cannot be changed without the mutual consent of the District and AFT.
- 4.District Contributions. The amount of premium required by the plan in which the personnel is enrolled to provide coverage for the personnel.
- 5.Employee. Any member of the Faculty Unit employed by the District.
- 6.Eligible Employee. Any employee who is eligible by the terms of this Agreement to enroll in a plan.
- 7.Enrolled Employee. Any eligible employee who has enrolled in a plan by submitting proper applications to the District's Insurance Section.
- 8.Enrollment Year. The period corresponding to the period of the contract for each plan.
- 9.Coverage Period. Each calendar month shall constitute a "Coverage period."

C.Eligibility of Employees

1. Every employee who is assigned half-time or more in one class in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. Employees already enrolled may continue to participate while on a position or service leave of absence.

2. "Half-time" shall be 50 percent of the full-time position to which the employee is assigned. This percentage shall be determined from the assignment order approved by the Board of Trustees.

3. Once an employee is eligible, he/she remains eligible for participation the entire enrollment year, except as provided in section D.3 of this Article.

D. Enrollment

1. Initial Enrollment. Upon employment each new eligible employee shall receive complete information regarding the District Life Insurance Plan. An unenrolled employee eligible for enrollment under Section C. may submit application for enrollment in a plan at any time.

The Insurance Section shall process applications received so as to make coverage effective on the first day of the following calendar month after deposit of the application in the U.S. Mail with postage prepaid, addressed to the Insurance Section or otherwise delivered to the Insurance Section.

2. Continuance of Enrollment. The enrollment of an employee in a plan continues providing that the appropriate premium is paid. In the event an eligible employee is in an unpaid status including maternity leave and not eligible for Board contribution, the employee may arrange for continuance of his/her enrollment for twelve (12) months by making a proper payment to the District. Payment must be made by check or money order for the total premium without any Board contribution, payable to the District and sent to the District's Health Insurance Section. Payments may be made in installments on the due dates and in the amounts required by the particular plan. An enrolled employee on formal illness leave pursuant to Los Angeles Community College District illness leave rules will have premiums paid by the District without regard to such employee's paid status.

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

a. For failure of the employee to make direct payment as provided under Section D in which case coverage shall terminate at the close of the coverage period for which the last premium was paid.

b. At the request of the employee, in which case coverage shall terminate at the close of the coverage period in which the request was submitted.

c. Upon termination of employment, and in the case of retirement, when coverage shall terminate at the close of the coverage period during which the termination was effective.

d. In the event of an employee's loss of eligibility, in which case coverage shall terminate on the first of the next month.

4. Re-enrollment. Any employee terminated pursuant to Section D.3. shall have the right to re-enroll upon return to paid status in the employee's former District approved life insurance plan if otherwise

eligible.

E. Conversion of Life Insurance Plan Outside the District Program

An employee who is enrolled in a plan for at least two consecutive coverage periods and whose enrollment terminates because of failure to make direct payments when required as provided under Section D, loss of eligibility, or termination of employment shall be given the opportunity to exercise the right to conversion to coverage outside the District program, as may be available in his/her particular plan. Such information shall be provided to the employee in sufficient time to permit conversion.

F. Payment of Premium

District Contribution. The District shall contribute the full amount of the premium due each coverage period for the enrolled employee to the plan in which he/she is enrolled. The District contribution shall be applicable only to plans approved by the Board of Trustees. The District shall not contribute any premium for any employee during any period in which the employee was not paid in an eligible assignment, except those enrolled employees on formal illness leave who have exhausted current paid illness benefits.

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

G. Coverage. Coverage shall be on a 12 calendar-month basis.

H. Increases in Life Insurance Coverage. Increases in life insurance coverage shall only be effective to the eligible employee on the first day he/she is actively at work coincident with or immediately following the date eligible. If an employee is on annual vacation at the time he/she becomes eligible for an increase in the amount of insurance, the "actively at work" requirement shall be waived.

I. Employees age 70 or over. 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.

J. Administration of the Program. The program shall be administered by the Health Insurance Section of the Operations Division.

K. Limits of Coverage. The limits of coverage under this Article shall be the same as provided during the 1982-83 academic year. The limits of coverage shall be \$40,000.

L. Advisory Committee. See Article 27, Section J.

M. Pension

1. District shall offer hourly rate employees not otherwise covered by a retirement plan a pension plan by participating in the Public Agency Retirement System (PARS) to which an amount of money equal to 7.5% of the hourly employee's salary shall be paid (4.25% by the District and 3.25% by the employee). Vesting shall be immediate. An employee who does not make a contribution to the plan for 12 months will be terminated from participation in the plan.

2.This section shall become inoperative and cease to have any effect when Section B of Article 36 becomes operative.

ARTICLE 27, HOSPITAL-MEDICAL, DENTAL, VISION GROUP COVERAGE

A.District Sponsored Hospital-Medical, Dental, Vision Program.

The District sponsored Hospital-Medical, Dental, Vision Program ("Health Benefits Program") is established for members of the faculty unit and for those employees retired from District service as provided under Section D. The purposes of the program are as follows:

- 1.To promote increased economy and efficiency in the District's service.
- 2.To enable the District to attract and retain qualified employees by providing Hospital-Medical, Dental, and Vision benefit plans similar to those provided in private industry and other governmental entities.
- 3.To recognize and protect the District's investment in each employee by promoting and preserving good health among District employees. The District's existing Health Benefits Program as outlined in the 1996-1999 Agreement between the parties shall be continued until July 1, 2000.

B.Definitions

- 1."District" means the Los Angeles Community College District.
- 2."Health Benefits Program" means the program of one or more Hospital-Medical, Dental, and Vision benefit plans for the purpose of providing, arranging, paying for, or reimbursing the cost of hospital, medical, dental, and vision care for eligible District employees and retirees to the extent of the benefits provided by said plans.
- 3."Plan" means any Hospital-Medical, Dental, and Vision benefits group plan approved by the Board of Trustees of the District.
- 4."District Contribution" means the amount of premium contributed by the District to the plan in which the employee or retiree is enrolled to provide coverage for the employee or retiree and his/her eligible dependents.
- 5."Employee" means any member of the faculty unit employed by the District.
- 6."Eligible Employee" means any employee who is eligible by the terms of this agreement to enroll in a plan.
- 7."Enrolled Employee" means any eligible employee who has enrolled in a plan by submitting proper application to the District.
- 8."Enrollment Year" means the period corresponding to the period of the contract for each plan.

9. "Coverage Period" means a calendar month.

10. "Retiree" means any person retired from District employment in service as a member of the faculty unit as provided under Section D.

11. "Eligible Retiree" means any person who is eligible under this Agreement to continue enrollment in a plan after retirement.

12. "Enrolled Retiree" means any eligible retiree who elects to continue enrollment in a plan and has submitted proper application to the District.

13. "Medicare" means those hospital benefits (Part A) and/or medical benefits (Part B) available to persons eligible under the provisions of Title XVIII of the Federal Social Security Act.

14. "Dependents" means an employee's or retiree's:

a. Spouse.

b. Unmarried dependent children under age 19.

c. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.

d. Unmarried dependent children without regard to age who are physically or mentally incapacitated, and who are being claimed as dependents on the employee's or retiree's federal income tax returns.

e. Qualified domestic partners of eligible faculty employees (and their dependent children) as specified in Appendix I.

"Dependent children" include the employee's or retiree's natural children, step-children, legally adopted children, and foster children only, and the dependent children of a domestic partner who meets the criteria listed in section 4 of Appendix I.

15. "Survivor" means the surviving spouse of an eligible employee or retiree; the surviving unmarried dependent children of an eligible employee or retiree under age 19; and the unmarried dependent children of an eligible employee or retiree age 19 through 25 who are full-time students at a college or university. Surviving children do not qualify for enrollment in a District plan as a survivor unless their deceased parent was enrolled in the plan at the time of his or her death.

C. Eligibility

1. Employees and eligible dependents.

a. Every faculty member who is assigned for a total of half-time or more in one or more monthly rate classes shall be eligible to enroll in a plan. However an employee already enrolled may continue to participate while on a position or service leave of absence.

b."Half-time" shall be 50 percent of the full-time position to which the employee is assigned. This percentage shall be determined from the assignment order approved by the Board of Trustees.

c.Eligible part-time (hourly) employees and their eligible dependents may choose to enroll in the District's plans as provided in Appendix J.

d.Once an employee is eligible, he/she remains eligible for participation the entire enrollment year subject to conditions noted above in a. - c. and D.5 below.

2.Retirees and eligible dependents. Every person retired from District employment is eligible to continue enrollment in a Group Hospital-Medical, Dental, and Vision Plan available to active employees provided that:

a.He/she and his/her eligible dependents age 65 or over must be enrolled in those parts of Medicare for which they are eligible.

(1)Enrollment in Part A (Hospital Insurance) is required only if the retiree or dependent is eligible as determined by the Social Security Administration.

(2)Enrollment in Part B (Medical Insurance) is required for all retirees and dependents. The monthly premium for Part B shall be the responsibility of the retiree or dependent.

b.He/she retired from District service in accordance with the Rules and Regulations then in effect with the retirement system of which he/she is a member.

c.If retirement was effective June 1969 or later, the retiree is also eligible for Group Dental Insurance.

d.A retiree must EITHER

(1)have been initially employed prior to July 1, 1998, and continuously employed by the District, immediately prior to retirement, for a period of seven (7) years, half-time or more in a probationary or tenured position (probationary, permanent, continuing, or regular status); OR

(2)have been continuously employed by the District, immediately prior to retirement, for a period of 39 months, and employed by the District, immediately prior to retirement, for a minimum period of at least 10 years, continuously except for up to 39 months of non-employment, half-time or more in a monthly rate position in which the employee is eligible for fully District-paid health benefits; if the period is at least 20 years, the District will pay 100% of the District's contribution towards premiums; or if the period is at least 15 years but fewer than 20 years, the District will pay 75% of the District's contribution towards premiums; otherwise (at least 10 years but fewer than 15 years) the District will pay 50% of the District's contribution towards premiums (see chart below).

| Years | % of District Contribution paid |
|---------------|---------------------------------|
| 10 through 14 | 50 |
| 15 through 19 | 75 |
| 20 or more | 100 |

e.If retirement was effective January 16, 1978, or later, the retiree is also eligible for the Vision Plan.

f.Although retirees shall have the right to continue their participation in the Health Benefits Program available to active employees, nothing in this Agreement shall be construed as conveying any vested right to any particular plan. The terms of the District's Health Benefits Program, as well as the plans available under the Program, remain subject to alteration by any future agreement between the District and the AFT.

D.Enrollment

1.Initial Enrollment. Upon employment, each new eligible employee shall receive complete information regarding the District's Health Benefits Program. An unenrolled employee or dependent eligible for enrollment under Section C. may enroll in a plan at any time. However, an employee or dependent who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. An eligible retiree who is otherwise eligible but is not enrolled in those parts of Medicare for which he/she is eligible may not enroll in a plan until such time as Medicare coverage is effective.

The District shall process applications received so as to make coverage effective on the first day of the following calendar month after deposit of the application in the U.S. Mail with postage prepaid, addressed to the District or otherwise delivered to the District.

2.Open Enrollment. There shall be an open enrollment period each enrollment year during which an eligible employee may change plans. The District shall establish and announce the dates of such open enrollment period. In the event that an eligible employee requests change of plan, he/she shall continue to be covered by the carrier from which he/she is transferring until such time as the new coverage can be instituted. Employees and/or dependent(s) may not be eligible for coverage by a different plan during the open enrollment period if hospitalized. Failure of the employee and/or dependent(s) to notify the District of the hospitalization may cause a loss of hospital-medical benefits.

3.Continuance of Enrollment. The enrollment of an employee or retiree in a plan continues providing that the appropriate premium is paid. In the event an eligible employee is in an unpaid status including maternity leave and not eligible for Board contribution, the employee may arrange for continuance of his/her enrollment as long as he/she remains eligible by making a proper payment to the District for the plan(s) in which he/she is enrolled. Payment must be made by check or money order for the total premium without any Board contribution, payable to the District. Payments may be made in installments on the due dates and in the amounts required by the particular plan. An enrolled employee on formal illness leave will have the District's full contribution towards premiums paid by the District without regard to such employee's pay status.

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

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

a. Employees. The surviving spouse, and/or dependent children of an employee may be enrolled in a District Plan, providing the deceased had been enrolled at the time of death.

(1) Enrollment shall cease upon death of the surviving spouse, re-marriage, or eligibility for group coverage under his/her employment.

(2) Continued enrollment shall be dependent upon survivor's participation in Medicare benefits for which survivor may be eligible.

(3) The right of the surviving spouse to enroll in a District plan shall not inure to the benefit of any dependent children upon cessation of eligibility of such spouse.

b. Retiree. The surviving spouse, and/or dependent children of a retiree may be enrolled in the District plan of which the deceased was a member at the time of death.

(1) Enrollment in a District plan shall cease upon death of the surviving spouse, remarriage, or eligibility for group coverage under his/her employment.

(2) Continued enrollment shall be dependent upon survivor's participation in Medicare benefits for which survivor may be eligible.

(3) The right of the surviving spouse to enroll in a District plan shall not inure to the benefit of any dependent children upon cessation of eligibility of such surviving spouse.

c. Any survivor enrolled in a District plan whose enrollment ceases pursuant to the foregoing provisions, shall not be eligible for re-enrollment under Section 6.

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

a. For failure of the employee to make direct payment as provided under Section D in which case coverage shall terminate at the close of the coverage period for which the last premium was paid.

b. At the request of the employee, in which case coverage shall terminate at the close of the coverage period in which the request was submitted.

c. Upon termination of employment, except in the case of retirement, when coverage shall terminate at the close of the coverage during which the termination was effective.

d. In the event of an employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year or when premiums are not paid under continuance of enrollment.

e. For failure of the retiree to enroll in those parts of Medicare for which he/she is eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period during which the retiree would have been eligible for Medicare benefits had proper application been made.

f. For failure of a retiree to maintain enrollment in those parts of Medicare for which he/she is eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period in which he/she is no longer enrolled for Medicare benefits.

6. **Re-Enrollment.** Any employee terminated pursuant to Section 5, shall have the right to re-enroll upon return to paid status in the employee's former District approved hospital-medical, dental or vision plan, if otherwise eligible, provided that the employee submits appropriate insurance forms to re-enroll in his/her plan prior to return to paid status. Such employee shall be automatically reinstated on the date he/she is returned to paid status if he/she reimburses the District for the portion of the monthly premium covering the period from date of return to paid status to the first day of the current month.

7. **Change of Status.** Change of status and coverage of dependents shall be as provided by the plan in which the employee or retiree is enrolled.

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

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

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

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

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

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

10. **Termination at Plan's Request.** Should an employee or retiree be terminated at the request or option of a plan for other than non-payment of premium, the employee or retiree may enroll in another

plan by making the proper application to the District.

11. Change of Plan. An employee or retiree enrolled in a closed panel plan who makes a permanent residence change outside of the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area. Application must be made within 60 days after cancellation of the closed panel membership and within six months after the residence change is effective.

12. Re-Enrollment. An employee terminated from the program for failure to enroll in those parts of Medicare for which he/she is eligible may re-enroll in the plan from which he/she was terminated after the effective date of Medicare coverage prior to the attainment of age 70. Re-enrollment shall be subject to any health statement required by the plan.

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

E. Conversion of Plans Outside the District Program. An employee who is enrolled in a hospital-medical plan for at least two consecutive coverage periods and whose enrollment terminates because of i) failure to make direct payments when required as provided under Section D.3 loss of eligibility, or ii) termination of employment, shall be given the opportunity to exercise the right of conversion to coverage outside the District program, as may be available in his/her particular plan.

The District shall comply with applicable State and Federal regulations relating to continued enrollment. The Board of Trustees shall establish procedures to implement applicable regulations and when permissible the District shall levy administrative fees authorized.

F. Payment of Premium

1. District Contribution. The District shall contribute to the full amount of the premium due each coverage period for the enrolled employee or retiree and their eligible dependents to the plan in which they are enrolled. The District contribution shall be applicable only to plans approved by the Board of Trustees. The District shall not contribute any premium for:

a. An employee or retiree included as a dependent under the enrollment of another employee or retiree of this District.

b. An employee during any period in which the employee was not paid in an eligible assignment, except those enrolled employees on formal illness leave, who have exhausted current paid illness benefits.

However, an employee in an unpaid period shall be entitled to reimbursement of premium payment made under Section D. which correspond to the period for which he/she is in paid status. To obtain such reimbursement, the employee shall file application with the District's Health Insurance Section.

2. Refunds. If any premium is refunded, the plan shall make such refund directly to the District except,

when the refund is a result of direct payment made by the employee, premiums shall be refunded to the employee.

G.Coverage. Coverage shall be on a 12 calendar-month basis.

H.Administration of the Program. If the internal responsibility for the administration of the Health Benefit Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the AFT within 30 days.

I.Health Care Legislation: In the event that Health Care Legislation is enacted and the District is required to implement a plan pursuant to such Legislation prior to the termination of this Agreement, the District agrees to provide the current level of health care benefit coverage to those categories of faculty currently covered, for the duration of this Agreement. Except as provided under Section K, the District agrees to pay any additional cost, beyond that which the District currently pays, as required by the Legislation, in order to maintain the current level of health care benefits and any other mandated health care benefits under such Legislation. The District and the AFT shall consult on this Article when such Health Care Legislation is enacted, in order to assess the effects of such Legislation.

J.The District may convene, and the AFT shall participate in, a Joint Labor/Management Benefits Committee. The role of the Committee is to contain the costs of the District's health benefits program while maintaining the quality of the benefits available to employees.

1.The Committee shall be composed of one voting and one non-voting District Member appointed by the Chancellor; seven Employee Members, one appointed by each of the exclusive representatives of the District's bargaining units; and an additional voting member who shall serve as Chair, nominated by the President of the AFT and confirmed by a simple majority of the regular voting members of the Committee. Although each bargaining unit 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.

2.The Committee shall have the authority to:

a.review the District's health benefits program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to substitute other plans for the District's existing hospital-medical plan);

b.recommend the selection or replacement of benefits consultants to the Chancellor; and

c.evaluate and select benefit plan providers.

3.The Committee shall also have the authority to:

a.review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it;

b.review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms;

c.study recurring enrollee concerns and complaints and make recommendations for their resolution; and

d.participate in an annual review of the District's administration of the health benefits program.

4.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.

K.Beginning July 1, 2000, the District's maximum contribution toward the cost of the health benefits program for active and retired faculty shall be limited to the sum of i) that portion of the actual cost of the program (attributable to coverage for active and retired faculty) for the prior fiscal year, plus ii) the amount allocated as a "Total Compensation Adjustment" pursuant to Article 29.

L.If the amount of the District's contribution for the Health Benefits Program specified in Section K exceeds the amount necessary to cover the anticipated increased cost of the health benefits program for active and retired faculty, the difference shall be retained in a restricted account until the precise amount of the difference between the District's contribution and the actual increased cost of the health benefits program for active and retired faculty is determined at the end of the fiscal year. At that time:

1.if the difference is positive (i.e. there is an amount remaining in the restricted account after all of the increased costs are covered), it shall-at the AFT's option-either be retained in a restricted account to be applied to future benefit cost increases, or made available for other compensation adjustments for faculty (including, but not limited to, making progress on the goal of implementing the principle of equal pay for equal work for part-time temporary faculty) agreed upon by the AFT and the Board; or

2.if the difference is negative (i.e. the amount of the District's contribution for the Health Benefits Program specified in Section K was less than the actual amount necessary to cover the increased cost of the health benefits program for active and retired faculty), the amount of the shortfall shall be deducted from the following year's District contribution.

M.If the amount of the District's contribution for the health benefits program specified in Section K falls short of the amount necessary to cover the anticipated increased cost of the health benefits program for active and retired faculty:

1.The Board shall notify the Committee of the nature and scope of the shortfall and specify a reasonable period for the Committee to deliberate on the matter and identify a practical means of eliminating the shortfall in a timely fashion.

2.If, by the end of the period specified by the Board in subsection M.1, the Committee has failed to identify a practical means of eliminating the shortfall in a timely fashion the Board shall have the authority to implement changes to the District's Health Benefits Program, or contribution amounts, or both, to the extent the Board determines them necessary to address the shortfall. Before adopting any changes, the Board shall give the members of the Joint Labor/Management Benefits Committee notice of the specific changes it intends to implement.

N.The District shall provide faculty members with the option to participate in an IRC 125 benefits savings plan. This section shall become operative on July 2001, however, if the District fully implements a new

payroll system before then, the section shall become operative as soon as practical after the new system has been implemented. On the other hand, if the District has not fully implemented a new payroll system by July 2001, the AFT shall agree to extend the operative date of this section until the new payroll system can reasonably be implemented.

ARTICLE 28, GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance.** A grievance is defined as a formal written complaint alleging that there has been 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 not for the adjustment of complaints relating to any of the following:

a. Any and all matters relating to the selection and/or hiring of employees, except hourly rate seniority and summer session priority.

b. Suspensions and dismissals for which review procedures are provided by the Education Code.

c. The review of final Peer Evaluation Reports or final Administrative Evaluation Reports in which the overall evaluation indicates that the employee is "Satisfactory."

d. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.

e. 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 from the first day of the Fall semester to the last day of the Spring semester.

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.

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 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 hold a conference with the grievant within five (5) working days after receipt of the written grievance.

3.Within five (5) 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 five (5) 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 five (5) working days after the receipt of the 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 five (5) working days after the receipt of the request for the Step Two procedure, 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

1.If the grievance is not resolved at Step Two, the grievant, subject to the approval of AFT, may file a written request to the Chancellor for a hearing. This request must be filed within ten (10) working days from receipt of the decision in Step Two. By mutual agreement of the AFT and District, a mediation may be implemented in an attempt to resolve the grievance prior to arbitration. The District and AFT shall share equally the cost of the mediation.

2.The following procedure shall apply for selecting an arbitrator:

a.Within five (5) working days, an arbitrator shall be selected from a permanent panel composed of:

Thomas Christopher

Edna Francis

Joseph Gentile

Walter Kaufman

Thomas Roberts

William S. Rule

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, such person(s) shall be replaced by mutual agreement of the parties.

Within five (5) 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.

b.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 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

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

ARTICLE 29, SALARY

A. Faculty members assigned to disciplines listed in Table A, Article 13, with teaching hours greater than 18 shall be paid hourly rate for all the hours assigned over 18. This portion of an instructor's regular assignment is exempt from the Hourly Rate Seniority requirements as outlined in Article 16, and no hourly rate seniority credit is granted.

B. The District shall augment campus budgets to fund Item A above.

C. For 1999-2000

1. The District shall increase the 1998-99 salary schedules (including increments and differentials) by a total of 3.5% to produce new salary schedules that will be effective for all assignments in effect on January 2, 2000.

D. For 2000-2001

1. Inflation Adjustment. Effective for all assignments in effect on July 1, 2000, all salary schedules (including increments and differentials) shall be increased by the final value of the percentage increase for an inflation adjustment (COLA) granted by the State to the District for the 2000-2001 fiscal year.

2. Fixed Percentage Increase. Effective for all assignments in effect on July 1, 2000, all salary schedules (including increments and differentials) shall also be increased by an additional 1%.

3. Growth Revenue Percentage Increase. In addition to the increase provided for in the preceding paragraphs, all salary schedules (including increments and differentials) shall also be increased (as of the beginning of the first pay period after August 15, 2000) by a Growth Revenue Percentage Increase to be determined as follows:

a. No later than August 1, 2000, the District shall—using data from the Second Principal Apportionment Notice from the State—determine the amount of added unrestricted general fund revenue it received from Funded Growth FTES during the 1999-2000 academic year (Funded Growth FTES Revenue).

b. From the Funded Growth FTES Revenue, the District shall subtract the sum of:

i. any material unanticipated reductions in 1999-2000 base revenue from any State declared "deficit factor" or other unanticipated event (a reduction is material only if it exceeds \$250,000); and

ii. an amount per Funded Growth FTES—taken from the following table—that shall be deemed to be the marginal cost of achieving the Funded Growth FTES.

| WSCH/FTE* | Marginal Cost of Funded Growth FTES (Credit) | Marginal Cost of Funded Growth FTES (Non-Credit) |
|---------------|---|---|
| More than 496 | \$900 | \$675 |
| 491-495 | \$1,000 | \$750 |
| 486-490 | \$1,100 | \$825 |
| 481-485 | \$1,200 | \$900 |
| 476-480 | \$1,300 | \$975 |
| 471-475 | \$1,400 | \$1,050 |
| Less than 471 | \$1,500 | \$1,125 |

*The District-wide average Weekly Student Contact Hour/Full- Time Equivalent Faculty Ratio for Fall 1999

c.Subtracting the sum specified in the preceding section (Section D.3.b) from Funded Growth FTES Revenue yields the District's Net Growth Revenue. 30% of Net Growth Revenue will be divided by total unrestricted general fund salaries for all faculty during 1999-2000 to determine a percent. That percent shall be the Growth Revenue Percentage Increase.

4.Total Compensation Adjustment. In addition to the increases provided for in the preceding paragraphs, the Board shall allocate an additional sum as a Total Compensation Adjustment for the purposes specified in Article 27 (Hospital-Medical, Dental, Vision Group Coverage). The precise dollar value of the adjustment shall be the sum of i) 1% of total unrestricted general fund salaries for all faculty during 1999-2000, plus ii) an amount equivalent to the cost of statutory benefits on 1% of total unrestricted general fund salaries for all faculty during 1999-2000.

E.For 2001-2002

1.Inflation Adjustment. Effective for all assignments in effect on July 1, 2001, all salary schedules (including increments and differentials) shall be increased by the final value of the percentage increase for an inflation adjustment (COLA) granted by the State to the District for the 2001-2002 fiscal year.

2.Fixed Percentage Increase. Effective for all assignments in effect on July 1, 2001, all salary schedules (including increments and differentials) shall also be increased by an additional 1%.

3.Growth Revenue Percentage Increase. In addition to the increase provided for in the preceding paragraphs, all salary schedules (including increments and differentials) shall also be increased (as of the beginning of the first pay period after August 15, 2001) by a Growth Revenue Percentage Increase to be calculated as follows:

a.No later than August 1, 2001, the District shall-using data from the Second Principal Apportionment Notice from the State-determine the amount of added unrestricted general fund revenue it received from Funded Growth FTES during the 2000-2001 academic year (Funded Growth FTES Revenue).

b.From the Funded Growth FTES Revenue, the District shall subtract the sum of:

- i. any material unanticipated reductions in 2000-2001 base revenue from any State declared "deficit factor" or other unanticipated event (a reduction is material only if it exceeds \$250,000); and
- ii. an amount per Funded Growth FTES-taken from the following table-that shall be deemed to be the marginal cost of achieving the Funded Growth FTES.

| WSCH/FTE* | Marginal Cost of Funded Growth FTES (Credit) | Marginal Cost of Funded Growth FTES (Non-Credit) |
|---------------|--|--|
| More than 496 | \$900 | \$675 |
| 491-495 | \$1,000 | \$750 |
| 486-490 | \$1,100 | \$825 |
| 481-485 | \$1,200 | \$900 |
| 476-480 | \$1,300 | \$975 |
| 471-475 | \$1,400 | \$1,050 |
| Less than 471 | \$1,500 | \$1,125 |

*The District-wide average Weekly Student Contact Hour/Full-Time Equivalent Faculty Ratio for Fall 2000

c.Subtracting the sum specified in the preceding section (Section E.3.b) from Funded Growth FTES Revenue yields the District's Net Growth Revenue. 30% of Net Growth Revenue will be divided by total unrestricted general fund salaries for all faculty during 2000-2001 to determine a percent. That percent shall be the Growth Revenue Percentage Increase.

4.Total Compensation Adjustment. In addition to the increases provided for in the preceding paragraphs, the Board shall allocate an additional sum as a Total Compensation Adjustment for the purposes specified in Article 27 (Hospital-Medical, Dental, Vision Group Coverage). The precise dollar value of the adjustment shall be the sum of i) 1% of total unrestricted general fund salaries for all faculty during 2000-2001, plus ii) an amount equivalent to the cost of statutory benefits on 1% of total unrestricted general fund salaries for all faculty during 2000-2001.

F. Pro rata Pay for Part-time Temporary Faculty

It is the goal of the district and union to implement, over time, *pro rata* pay for part-time faculty.

Pro rata pay for part-time classroom faculty means that a part-time faculty member and a full-time faculty member with comparable educational credentials and work experience who are performing the same duties and tasks receive equivalent salaries. All classroom faculty teach and engage in teaching-related work including, but not limited to, preparation, record keeping, and student grading/evaluations. Faculty should be similarly compensated for this teaching-related work, including the time spent assisting students during scheduled office hours. Part-time faculty who participate in college governance and/or provide other forms of service for the institution should be compensated similarly to full-time faculty for this service.

As *pro rata* pay for part-time faculty becomes a reality in the LACCD, it is expected that part-time faculty

members will participate, on a proportional basis compared to full-time faculty, in both teaching-related work and non-teaching-related activity.

ARTICLE 30, WAGE-STEP PLACEMENT

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 following disciplines:

1. Academic

Agricultural Business

Animal Health Technology

Animal Husbandry

Architecture

Art

Biological Science

Broadcasting (Radio & TV)

Business (Accounting)

Business (Management)

Business (Real Estate)

Business (Secretarial Science)

Business Data Processing

Ceramic Engineering Technology

Chemistry

Child Development

Computer Science

Dairy Industries

Dental Hygiene

Electrical Engineering & Electronics

Electro-Mechanical Technology
Engineering
Family and Consumer Studies
Fire Science
Instructional Media
Journalism
Law
Library Service
Mathematics
Measurement Science
Music-Commercial
Music-Instrumental
Music-Piano, Theory, Literature
Music-Vocal (Choral and/or Voice)
Natural Resources Management
Nephrology
Nursing
Ophthalmic Optics
Ornamental Horticulture
Physical Education (M)
Physical Education (W)
Physical Therapy Assisting
Physics
Prosthetics & Orthotics

Public Relations

Radiologic Technology

Recreation

Theater Arts

Theater Arts (Cinema)

Theater Arts (Technical Direction)

Truck & Fruit Crops

Urban and Regional Planning

Upon initial employment full-time faculty in other academic fields of instruction may be granted salary credit for full-time paid experience in a capacity which directly relates to his/her assignment.

2. Vocational

Administration of Justice

Advertising Illustration

Agricultural Engineering

Air-Conditioning & Refrigeration

Air-Conditioning Engineering

Aircraft Electronic Maintenance

Aircraft Mechanics

Architectural Drafting

Automatic Vending Machine Repair

Automobile Body & Fender Repair

Automobile Mechanics

Baking

Building & Grounds Management

Cabinet Making & Millwork
Carpentry
Catering & Household Service
Chef Cooking
Chemical Technology
Commercial Art
Computer Technology
Cosmetology
Dental Assisting
Dental Technology
Electric Motor Repair
Electrical Construction & Maint.
Electronics
Fashion Design
Floral Design
Graphic Arts Advertising Production
Graphic Arts Equipment Repair
Heavy Duty Truck & Diesel Mechanics
Industrial Electricity
Industrial Supervision
Machine Shop
Mechanical Drafting
Medical Record Science
Merchandise Display

Metallurgy

Motorcycle Repair Mechanics

Numerical Control Technology

Nursing

Occupational Therapy Assisting

Painting & Decorating

Pastry Cooking

PBX Operation

Photography

Plastering

Plastics

Plumbing

Power Sewing

Printing

Printing (Bindery)

Printing (Hand Composition)

Printing (Letterpress)

Printing (Linotype)

Printing (Offset Presswork)

Printing (Photo Offset)

Printing Management

Psychiatric Technology

Radio & TV Service

Respiratory Therapy

Restaurant Management

Sheet Metal

Sign Printing

Spotting & Pressing

Tailoring

Technical Illustration

Tool & Die Making

Travel Tourism

Vision Care Technology

Welding

3.Service Position

Nurse

B.Experience credit for rating in purposes shall be granted in the following manner as indicated in Appendix B, one additional step for every two years of experience up to the limit set by the column placement,

| Years of Experience | | |
|---------------------|---------------------|------|
| Non-Teaching | Acceptable Teaching | Step |
| 0-1 | 0 | 1 |
| 2-3 | 1 | 2 |
| 4-5 | 2 | 3 |
| 6-7 | 3 | 4 |
| 8-9 | 4 | 5 |
| 10-11 | 5 | 6 |
| 12-13 | 6 | 7 |
| 14 or more | 7 or more | 8 |

Except that new employee experience as a faculty member in an accredited college or university, or as a certificated 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.

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.

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

A.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.Each college and the District shall establish an affirmative action committee which shall include representation from the faculty. At least one member of each committee shall be chosen by the AFT to represent the AFT. Each committee shall meet a minimum of two (2) times per semester. Each committee shall submit an annual report on the progress of affirmative action hiring to the campus President, the District, and the AFT.

C.Each college shall establish a curriculum committee the majority of whose 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.The District budget committee shall include 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.

E.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.

F. Every full-time monthly rate faculty member shall serve on at least one departmental, college, or District-wide committee or equivalent.

ARTICLE 33, REPLACEMENT

A. Whenever any monthly rate contract or regular employee leaves the service of his/her department, the College President may recommend to the Vice Chancellor of Human Resources the replacement of the employee, or the College President may decide not to recommend replacement. Should the College

President determine not to replace the employee, the reasons for the decision shall be stated in writing to the Department Chair with a copy to the AFT. 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 with a copy to the Chair and to the AFT.

B.If a campus adds hourly rate classes to a department in lieu of replacing a regular employee, the Department Chair shall be notified in writing of the number of hours/classes added with a copy to the AFT.

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:

- (1)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.

(2)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 President of the College or Vice Chancellor where the faculty member is currently assigned.

c. The 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 President of the College or Vice Chancellor where the faculty member is currently assigned.

c.The 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 of Personnel Operations 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.

(1) If only one voluntary transfer is available whose transfer would have limited adverse effect, that faculty member will be administratively transferred.

(2) 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).

(3) 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.

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 hourly assignment at the location from which the transfer is initiated and has hourly seniority at that location, he/she shall file a timely request in writing to the administration at that location that the hourly 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 hourly assignment, consistent with the obligation to avoid conflict and preserve safety. If after such process the administration and the campus AFT agree that the hourly 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

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.

ARTICLE 36, OTHER BENEFITS

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

B. The District shall provide every faculty member who is not a mandatory STRS Defined Benefit Plan member participation in one of the following two retirement savings plans:

1. the STRS Cash Balance Plan (on the condition that the employee also meets any additional eligibility requirements of that plan imposed by STRS), with the employee contributing 3.75% of his or her creditable earnings and the District contributing 4.25% of the employee's creditable earnings; or

2. the Public Agency Retirement System (PARS), with the employee contributing 3.75% of his or her creditable earnings and the District contributing 3.75% of the employee's creditable earnings.

This section shall become operative on July 2001, however, if the District fully implements a new payroll system before then, the section shall become operative as soon as practical after the new system has been implemented. On the other hand, if the District has not fully implemented a new payroll system by July 2001, the AFT shall agree to extend the operative date of this section until the new payroll system can reasonably be implemented.

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 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 for the three year period beginning July 1, 1999, hourly rate Noncredit Faculty shall be paid according to the Hourly Rate 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 F.

F. Non-Credit hourly rate faculty who were employed to teach non-credit classes during the Fall 1999 semester shall, if they are retained to teach non credit classes during the Spring semester 2000, be paid at the rate in the following table that most closely matches the rate at which they were paid during the Fall 1999 semester. For any future semester during the term of this agreement, they shall continue to be paid at the rate listed in the table, but only if they were employed to teach non-credit classes during the preceding semester.

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$41.21 | \$42.23 | \$43.60 | \$44.89 | \$46.23 | \$47.54 | \$47.90 |
|---------|---------|---------|---------|---------|---------|---------|

ARTICLE 39, LOAD BANKING

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. 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 or 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.

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.

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-thirtieth of a full load nor more than

six-fifteenths of a full load.

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 or 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 or she may ask for a reduction of up to five hours per week (but not less than a whole course or equivalent whole assignment) at a rate of one hour of load credit for each hour per week of reduction in assignment.

3.If the faculty member requests a Load Credit Leave, he or she shall ask for either a half-time leave of absence or a full-time leave of absence at a rate of one hour of load credit for each hour per week of leave plus an additional number of hours of load credit as follows:

| Full-time Assignment (hours per week) | Additional Hours/Week of Load Credit |
|--|--------------------------------------|
| Teaching Faculty | 3 |
| Librarians and others with an assignment of 30 hours | 6 |
| Counselors and others with an assignment of 35 hours | 7 |

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 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.

H.Each 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 hours of load credit by paying the faculty member for the expired hours at the hourly 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 hours of load credit shall immediately expire and the District shall redeem them as specified in this section.

ARTICLE 40, DISTRIBUTIVE/DISTANCE LEARNING

A. Definitions

1. For the purpose of this Article, Distributive/Distance Learning (D/DL) is defined as stated in the California Education Code Section 66947:

"Distance learning means instruction in which the student and the instructor are separated by distance and interact through the assistance of computer and communications technology. Distance learning also may include video or audio instruction in which the primary mode of communication between student and instructor is through a communications medium, including, but not limited to, instructional television, video, or telecourses, and any other instruction that relies on computer or communications technology to reach students at distant locations."

D/DL may be synchronous (requiring primarily concurrent or "real time" participation) or asynchronous (in which most participation does not necessarily occur at the same time).

2. Course development includes creating a new course or adapting an existing course to use distributive/distance learning as the primary delivery mode.

B. Colleges offering D/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. Provide technical and instructional support including personnel, services and equipment to assure successful delivery of the course in this learning mode.

3. Encourage faculty who are newly preparing to teach D/DL courses to participate in training sessions in this method of instructional delivery.

C. Class Size, Assignments, Load, Mileage Reimbursement and Mentoring

1. Article 12, Class Size, applies to D/DL classes; provided, however, that the first time a D/DL course is offered at a college, the maximum class size shall be 25 students, unless the faculty member assigned to teach the class permits more students to enroll, but in no event shall the class size exceed 35.

2. Article 13, Table A, applies to D/DL classes.

3. D/DL classes shall be voluntary.

4. When a college and a faculty member agree on an assignment for the faculty member to develop a D/DL course, the faculty member shall be compensated in one or more of the following ways during

the development phase of the assignment, the first time the course is offered at the college, or both, depending on the scope of the assignment:

- a. An agreed upon amount of reassigned time or hourly rate pay; or
 - b. An agreed upon amount of Load Banking Credits (if the faculty member is eligible to earn Load Banking Credits); or
 - c. Any combination of compensation methods as agreed to in writing between the faculty member and the Vice President of Academic Affairs, with a copy of the written agreement to the faculty member's department chair and the AFT Chapter Chair.
5. The instructor of a D/DL class shall receive mileage reimbursement as provided by district policy if he or she is required to travel to various delivery sites as a part of the class.
6. Experienced D/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 semester and 1 FTE in Summer.
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, temporary assignments may be offered to non-regular employees 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.

ARTICLE 41, INTELLECTUAL PROPERTY

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, 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: (1) 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); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) 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: (1) 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); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) 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 or she should have, or identifies the District or College under circumstances when he or 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.

ARTICLE 42, AGREEMENT, CONDITIONS AND DURATION

The AFT shall submit this agreement to a ratification vote of its active members by mail ballot on or before December 31, 1999. As soon as possible thereafter, the agreement shall be presented to the Board of Trustees for its approval. Once ratified by both parties, changes from the previous agreement which have been negotiated in this agreement shall become effective upon ratification by the parties except as specifically provided otherwise in this agreement. This agreement shall remain in force through June 30, 2002.

The parties agree that bargaining for a successor agreement should begin no later than the start of the Spring 2002 semester.

In Witness Whereof the parties execute the Agreement on the 5th day of January, 2000.

Los Angeles Community College District

Kelly G. Candaele, President, Board of Trustees

Mark Drummond, Chancellor

AFT College Guild, Local 1521, CFT, AFT, AFL-CIO

Carl A. Friedlander, President

Consuelo Rey, Chief Negotiator

MISCELLANEOUS ITEMS

A. By February 1, 2000, the District and the AFT shall convene a task group composed of representatives of each party. The role of the group is to review all of the memoranda of understanding between the District and the AFT and, with respect to each memorandum, to determine if the memorandum remains applicable to current circumstances within the District, or can be designated as obsolete and referred to the Board and the AFT for deletion. While the group should seek to minimize the number of memoranda that remain active, if either the District or the AFT believes a particular memorandum of understanding remains applicable, it shall not be referred to the Board and the AFT for deletion.

In addition to reviewing all memoranda of understanding between the parties and recommending which memoranda should be deleted, the task group shall suggest ways in which the parties can more effectively inform individuals and groups within the District about the existence of the memoranda of understanding between the parties, and make them more accessible to those who need to be aware of their provisions or are interested in their content.

The task group shall complete its work by the end of March 2000.

B. Selection of Arbitrators

The District and the AFT shall, by February 1, 2000, jointly prepare a request for proposals (RFP) to be sent to prospective arbitrators or arbitration panels. After reviewing responses to the RFP, the District and the AFT shall either a) select a group consisting of no fewer than five nor more than ten arbitrators to serve on the permanent panel of arbitrators who are eligible for selection as a grievance arbitrator under Article 28, or b) agree upon an alternative means of appointing arbitrators for grievances.

C. Continued Negotiations

The District and the AFT agree to continue negotiations on the following topics:

1. the PACE Program;

- 2.Evaluation;
- 3.Distance Learning and Intellectual Property Rights; and
- 4.Pro rata Pay for Part-time Temporary Faculty

To discuss these topics and prepare reports that contain recommendations and suggested contract language addressing the topics, the parties shall (by February 1, 2000) convene four working groups, one for each topic. Each working group's report shall be due no later than March 31, 2000.

Following receipt of the working groups' reports, the District and the AFT shall negotiate in good faith to reach agreement on all four topics. Any agreements the parties reach shall be documented in a Memorandum of Understanding, which shall serve as the contract language pertaining to these issues until it can be fully incorporated into the formal, printed version of the Agreement between the parties. Until any such MOU is negotiated, any relevant existing provisions of the Agreement between the parties shall remain in effect.

With respect to the topic of *pro rata* pay for part-time temporary faculty the goal of the continued negotiations is to reach agreement on both 1) a functional definition of "pro rata" pay for part-time temporary faculty, and 2) a mutually satisfactory means of implementing the principle of equal pay for equal work for part-time temporary faculty. Once the parties reach a negotiated definition of "pro rata" pay, it is their intent to begin to bring part-time temporary faculty pay into closer alignment with that definition. The parties understand that achieving full alignment with the definition of "pro rata" pay may be a long range goal that will not necessarily be achieved during the term of this agreement.

APPENDIX A

1999-00 CERTIFICATED SALARY SCHEDULES AND RATES (to be effective 1-2-00)

1. 1999-00 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). "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 add \$214 for a doctor's degree or \$102 for a certificate differential.

| RATING IN- | | | COL A | COL B | COL C | COL D | COL E |
|------------|---------|------|--------|--------|------------|------------|--------------|
| YEARS OF | EXPER. | | Min | Min+ | Min+50Pts | Min+70Pts | Min+90Pts or |
| NON- | ACCEPT. | | Prepa- | 30 Pts | or | or | MA+60Pts or |
| TEACH. | TEACH. | STEP | ration | or MA | MA**+20Pts | MA**+40Pts | Doctorate |
| 0- 1 | 0 | 1 | 3393 | 3563 | 3741 | 3928 | 4124 |
| 2- 3 | 1 | 2 | 3515 | 3691 | 3875 | 4069 | 4273 |

| | | | | | | | |
|--------|----|----|------|------|------|------|------|
| 4- 5 | 2 | 3 | 3642 | 3824 | 4015 | 4216 | 4427 |
| 6- 7 | 3 | 4 | 3773 | 3961 | 4160 | 4367 | 4586 |
| 8- 9 | 4 | 5 | 3909 | 4104 | 4309 | 4525 | 4751 |
| 10- 11 | 5 | 6 | 4049 | 4252 | 4464 | 4688 | 4922 |
| 12- 13 | 6 | 7 | 4195 | 4405 | 4625 | 4856 | 5099 |
| 14+* | 7+ | 8 | 4346 | 4563 | 4792 | 5031 | 5283 |
| | | 9 | 4503 | 4728 | 4964 | 5212 | 5473 |
| | | 10 | 4665 | 4898 | 5143 | 5400 | 5670 |
| | | 11 | | | 5328 | 5594 | 5874 |
| | | 12 | | | | 5796 | 6086 |
| | | 13 | | | | | 6305 |

Maximum rate with one career increment 6,430

Maximum rate with two career increments 6,559

Maximum rate with three career increments 6,689

Maximum rate with four career increments 6,821

Maximum rate with one career increment and doctorate differential 6,644

Maximum rate with two career increments and doctorate differential 6,773

Maximum rate with three career increments and doctorate differential 6,903

Maximum rate with four career increments and doctorate differential 7,035

* Limit for initial allocation on schedule.

** In this case, 30 Pts beyond minimum preparation are allocated to the MA.

b. Monthly Rates.

(1). Rating In - Column Placement. New employees are placed on the first column of the schedule until evidence of preparation (training) is submitted and evaluated. Minimum preparation requirements are: 120 college semester units or 180 quarter units included in a bachelor's degree from an accredited college or university; or four years of occupational experience for certain subject fields. 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.

(2). 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 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.

(3). Degree and Certificate Differentials. At any monthly rate on the preparation schedule an additional \$214 per month is paid for an earned doctor's degree or \$102 per month for a specified professional certificate in accordance with Board Rule 10535. Board Rule 10535.14a shall include dietician and contractor.

(4). 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 \$125 per month. Employees who have been so paid for six years are eligible to receive an increment of \$254. Employees who have been so paid for nine years are eligible to receive an increment of \$384. Employees who have been so paid for twelve years are eligible to receive an increment of \$516.

(5). 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, and child development center director, shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of \$300 per pay period. A department chair shall receive the \$300 differential if eligible according to the provisions of the collective bargaining unit agreement.

d. Employees serving in the following class shall receive salary differentials as indicated in addition to salary for which qualified on the Preparation Salary Schedule: Training instructor, \$10.17 per semester unit or \$6.82 per quarter unit.

e. Day-to-Day Substitute Rates. Day-to-Day substitute employees who serve in the place of employees paid on the preparation salary schedule will be paid a "flat" rate of \$172.15 for each day's assignment of three or more clock hours, and \$88.80 for each day's assignment of less than three clock hours.

f. Supplemental Instructor Rate. Supplemental Instructor rate is a flat rate of \$33.47 per hour.

g. [Unclassified Assistant Coach Rate. Unclassified Assistant Coach rate is a flat rate of \$35.20 per hour.]

2. 1999-00 Hourly-Rate Schedules (to be effective 1-2-00).

All rates indicated are for one hour of assigned time.

a. (DESK) Hourly-Rate Schedule for Part-Time Classroom Employees.

| --Credit Teaching-- | | | |
|--|----------|---|----------|
| (temporary faculty without monthly rate assignments) | | (faculty having monthly rate assignments) | |
| Step | Column K | Column L | Column M |
| 1 | 38.08* | 42.74 | 44.90 |
| 2 | 39.12* | 42.74 | 44.90 |
| 3 | 40.51* | 42.74 | 44.90 |
| 4 | 41.84* | | |
| 5 | 43.21* | | |
| 6 | 44.54* | | |
| 7 | 44.90* | | |

* plus \$9.09 per hour office hour differential (not Summer Session) for 10 minutes service per class hour.

Credit classroom replacement and substitute service will be paid as indicated in section c below.

b. (EESK) Hourly-Rate Schedule for Part-Time Non-Classroom Employees (also for non-classroom replacement and substitute service).

| --Nonteaching-- | | | |
|--|----------|---|----------|
| (temporary faculty without monthly rate assignments) | | (faculty having monthly rate assignments) | |
| Step | Column K | Column L | Column M |
| 1 | 36.66 | 40.81 | 42.82 |
| 2 | 37.58 | 40.81 | 42.82 |
| 3 | 38.87 | 40.81 | 42.82 |
| 4 | 40.12 | | |
| 5 | 41.33 | | |
| 6 | 42.59 | | |
| 7 | 42.82 | | |

c. (GESK) Hourly-Rate Schedule for Part-Time Summer Session Classroom Employees (also for credit classroom replacement and substitute service).

| --Summer teaching-- | | | |
|--|----------|---|----------|
| (temporary faculty without monthly rate assignments) | | (faculty having monthly rate assignments) | |
| Step | Column K | Column L | Column M |
| 1 | 42.06 | 42.74 | 44.90 |
| 2 | 43.10 | 42.74 | 44.90 |

| | | | |
|---|-------|-------|-------|
| 3 | 44.49 | 42.74 | 44.90 |
| 4 | 45.82 | | |
| 5 | 47.89 | | |
| 6 | 48.52 | | |
| 7 | 48.88 | | |

d. (FESK) Hourly-Rate Schedule for Part-Time Non-Credit Classroom Employees (also for non-credit replacement and substitute service).**

| --Noncredit Teaching**-- | | | |
|--|----------|--|----------|
| (temporary faculty without monthly rate assignments) | | (faculty having monthly rate District assignments) | |
| Step | Column K | Column L | Column M |
| 1 | 35.42 | 39.43 | 41.37 |
| 2 | 36.31 | 39.43 | 41.37 |
| 3 | 37.56 | 39.43 | 41.37 |
| 4 | 38.76 | | |
| 5 | 39.93 | | |
| 6 | 41.15 | | |
| 7 | 41.37 | | |

**See Article 38 for alternate (frozen) rates for continuing noncredit teachers, as follows:

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$41.21 | \$42.23 | \$43.60 | \$44.89 | \$46.23 | \$47.54 | \$47.90 |
|---------|---------|---------|---------|---------|---------|---------|

e. An employee serving as an hourly rate substituting instructor shall be paid his/her regular hourly rate for such substitute assignment.

f. 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 in accordance with District step advancement rules. Faculty with substitute status only in hourly rate positions do not earn step advance. Faculty without probationary or tenured faculty status and without permanent District status as an educational administrator or as a classified employee remain on column K.

g. Monthly rate faculty members with probationary or tenured status are placed on the Hourly Rate Schedule based on their placement on the Preparation Schedule as follows, and then may advance one step per year in accordance with District step advancement rules (an employee with permanent District status as an educational administrator or as a classified employee is placed on column L or M as provided in District Rules when assigned as an hourly rate faculty member).

| Prep Schedule Placement | | Hourly Schedule Placement | |
|-------------------------|--------|---------------------------|--------|
| Step | Column | Step | Column |
| 1 | any | 1 | L |
| 2 | A | 2 | L |
| 3 or higher | A | 3 | L |
| 2 or higher | B | 3 | L |
| 2 or higher | C,D,E | 3 | M |

Such faculty members currently placed on column K who have not advanced from initial placement were moved effective 8-18-96 to column L or M as provided above. Such faculty members who had advanced on the K column from initial placement were placed on the column provided above, on the lowest step not lower than the 8-18-96 K step; but for column L placement if the current K step was higher than the highest L step, on the lowest step of column M not lower than the 8-18-96 K step. It is agreed to set the rates for steps 1 and 2 of column L to equal that for step 3 of column L, and the rates for steps 1 and 2 of column M to equal that for step 3 of column M, with the effect of having a single rate on column L and a single rate on column M.

SALARY ELEMENTS FOR 2000-2001, effective 8-21-2000, to continue through 6-30-2001

Corrected for 1.516% growth revenue adjustment for 2000-2001, after 5.17%.

| Preparation Schedule: rates per pay period for all steps, increments, and differentials | | | | | |
|---|------|------|------|------|------|
| Row\Col | A | B | C | D | E |
| 1 | 3622 | 3803 | 3993 | 4193 | 4403 |
| 2 | 3752 | 3940 | 4137 | 4344 | 4561 |
| 3 | 3887 | 4082 | 4286 | 4500 | 4725 |
| 4 | 4027 | 4229 | 4440 | 4662 | 4895 |
| 5 | 4172 | 4381 | 4600 | 4830 | 5072 |
| 6 | 4323 | 4539 | 4766 | 5004 | 5254 |
| 7 | 4478 | 4702 | 4937 | 5184 | 5443 |
| 8 | 4639 | 4871 | 5115 | 5371 | 5639 |
| 9 | 4806 | 5047 | 5299 | 5564 | 5842 |
| 10 | 4980 | 5228 | 5490 | 5764 | 6053 |
| 11 | | | 5688 | 5972 | 6271 |
| 12 | | | | 6187 | 6496 |
| 13 | | | | | 6730 |

(schedule is fully aligned)

Career increment #1 after 3 years at E13: 133

Career increment #2 after 6 years at E13: 138 additional

Career increment #3 after 9 years at E13: 139 additional

Career increment #4 after 12 years at E13: 141 additional

Doctoral differential: 228; Certificate differential: 109

Responsibility differential (Chair, CDC Director, Counselor, Consulting Instructor): 321

Rates per hour:

Supplemental Instructor: 35.73; [Unclassified Asst Coach: 37.58]

Day to day sub full day: 183.79; half day: 94.81

Faculty mentor: 45.17

Training instructor: 10.86 per semester unit, 7.28 per quarter unit

Hourly schedules:

| --Credit Teaching-- | | | |
|---------------------|--------|-------|-------|
| Row\Col | K | L | M |
| 1 | 40.66* | 45.63 | 47.94 |
| 2 | 41.76* | 45.63 | 47.94 |
| 3 | 43.25* | 45.63 | 47.94 |
| 4 | 44.67* | | |
| 5 | 46.13* | | |
| 6 | 47.55* | | |
| 7 | 47.94* | | |

*plus \$9.70 office hour differential (not Summer Session)

| --Nonteaching-- | | | |
|-----------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 39.14 | 43.57 | 45.71 |
| 2 | 40.12 | 43.57 | 45.71 |
| 3 | 41.50 | 43.57 | 45.71 |
| 4 | 42.83 | | |

| | |
|---|-------|
| 5 | 44.13 |
| 6 | 45.47 |
| 7 | 45.71 |

| --Summer teaching-- | | | |
|---------------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 44.90 | 45.63 | 47.94 |
| 2 | 46.02 | 45.63 | 47.94 |
| 3 | 47.50 | 45.63 | 47.94 |
| 4 | 48.92 | | |
| 5 | 50.38 | | |
| 6 | 51.80 | | |
| 7 | 52.19 | | |

| --Noncredit Teaching**-- | | | |
|--------------------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 37.81 | 42.10 | 44.17 |
| 2 | 38.77 | 42.10 | 44.17 |
| 3 | 40.10 | 42.10 | 44.17 |
| 4 | 41.38 | | |
| 5 | 42.63 | | |
| 6 | 43.94 | | |
| 7 | 44.17 | | |

**See Article 38 for alternate (frozen) rates for continuing noncredit teachers, as follows:

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$41.21 | \$42.23 | \$43.60 | \$44.89 | \$46.23 | \$47.54 | \$47.90 |
|---------|---------|---------|---------|---------|---------|---------|

SALARY ELEMENTS FOR 2001-2002, effective 8-20-2001, to continue through 6-30-2002

Corrected for 3.87% COLA + 1% eff. 7/1/01 and for growth revenue adjustment 2.89% eff. 8/20/01.

| Preparation Schedule: rates per pay period for all steps, increments, and differentials | | | | | |
|---|------|------|------|------|------|
| Row\Col | A | B | C | D | E |
| 1 | 3908 | 4103 | 4309 | 4524 | 4750 |
| 2 | 4049 | 4251 | 4464 | 4687 | 4921 |
| 3 | 4194 | 4404 | 4624 | 4856 | 5098 |

| | | | | | |
|----|------|------|------|------|------|
| 4 | 4345 | 4563 | 4791 | 5030 | 5282 |
| 5 | 4502 | 4727 | 4963 | 5211 | 5472 |
| 6 | 4664 | 4897 | 5142 | 5399 | 5669 |
| 7 | 4832 | 5073 | 5327 | 5593 | 5873 |
| 8 | 5006 | 5256 | 5519 | 5765 | 6085 |
| 9 | 5186 | 5445 | 5718 | 6003 | 6304 |
| 10 | 5373 | 5641 | 5923 | 6220 | 6531 |
| 11 | | | 6137 | 6443 | 6766 |
| 12 | | | | 6675 | 7009 |
| 13 | | | | | 7262 |

(schedule is fully aligned)

Career increment #1 after 3 years at E13: 143

Career increment #2 after 6 years at E13: 149 additional

Career increment #3 after 9 years at E13: 150 additional

Career increment #4 after 12 years at E13: 152 additional

Doctoral differential: 246; Certificate differential: 117

Responsibility differential (Chair, CDC Director, Counselor, Consulting Instructor): 347

Overbase differential: 212, 424, 636

Rates per hour:

Supplemental Instructor: 38.55; [Unclassified Asst Coach: 40.55]

Day to day sub full day: 198.31; half day: 102.30

Faculty mentor: 48.74

Training instructor: 11.72 per semester unit, 7.85 per quarter unit

Hourly schedules:

| DESK--Credit Teaching | | |
|-----------------------|--------|-------|
| Row\Col | K | L/M |
| 1 | 43.87* | 53.00 |
| 2 | 45.27* | |
| 3 | 46.72* | |
| 4 | 48.22* | |
| 5 | 49.76* | |
| 6 | 51.35* | |
| 7 | 53.00* | |

*plus \$10.46 office hour differential (not Summer Session)

DESK column K has 3.2% between steps.

| EESK--Nonclassroom | | | |
|--------------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 42.24 | 47.01 | 49.33 |
| 2 | 43.29 | | |
| 3 | 44.78 | | |
| 4 | 46.22 | | |
| 5 | 47.62 | | |
| 6 | 49.06 | | |
| 7 | 49.33 | | |

| GESK--Summ/Sub cred teaching | | | |
|------------------------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 48.46 | 49.23 | 51.72 |
| 2 | 49.86 | | |
| 3 | 51.31 | | |
| 4 | 52.80 | | |
| 5 | 54.35 | | |
| 6 | 55.95 | | |
| 7 | 57.59 | | |

| FESK--Noncredit Teaching** | | | |
|----------------------------|-------|-------|-------|
| Row\Col | K | L | M |
| 1 | 40.80 | 45.43 | 47.66 |
| 2 | 41.84 | | |
| 3 | 43.27 | | |
| 4 | 44.65 | | |
| 5 | 46.00 | | |
| 6 | 47.41 | | |
| 7 | 47.66 | | |

**See Article 38 for alternate (frozen) rates for continuing noncredit teachers, as follows:

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$41.21 | \$42.23 | \$43.60 | \$44.89 | \$46.23 | \$47.54 | \$47.90 |
|---------|---------|---------|---------|---------|---------|---------|

APPENDIX B

APPENDIX B, EMPLOYEE GRIEVANCE FORM

APPENDIX C, EVALUATION FORMS

C912 Instructor Peer Evaluation Form

C917 Counselor Peer Evaluation Form

C915 Librarian Peer Evaluation Form

C985 Child Development Center Teacher Peer Evaluation Form

C910 Handicap Specialist or Learning Disabilities Specialist/Instructor Peer Evaluation Form

C984 Nurse Peer Evaluation Form

C907 Instructor Special Assignment/Consulting Instructor Peer Evaluation Form

C967 Performance Report for Peer Evaluation

C968 Performance Report for Administrative Evaluation

C966 Performance Report for Evaluation of Department Chair/Director

C986 Student Evaluation of Instructor

C918 Student Evaluation of Counselor

APPENDIX D, DEFINITIONS

Academic Year - The first day of the Fall Semester to the last day of the subsequent Spring semester.

A.F.T. College Guild - The employee organization certified as the Exclusive Representative of the employees in the Faculty Unit.

Assignment - Duties, hours, and/or courses assigned to a given faculty member by the District.

B Basis - 10 17/20 continuous payroll periods (217 days), with dates to be determined yearly. Applies to certificated and classified positions. Employees are eligible for illness benefits and receive pay for holidays. Certificated employees do not earn vacation, but are paid for vacation days specified in the faculty contract. 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.

C Basis - 10 4-week periods, 200 days, beginning with the opening day of the Fall semester (Blue calendar) and ending with the closing day of the Spring semester (Blue calendar). Applies to certificated and classified positions. Benefits are the same as for "B" basis above.

Campus - Any one of the nine Los Angeles Community Colleges and its constituent parts.

Campus Bargaining Agent Representative - See A.F.T. College Guild.

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 Instruction - 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. Notwithstanding anything in this section to the contrary, hourly rate employees who were included on a seniority list in a discipline at a college during the Spring 2000 semester shall be accorded immediate reemployment rights in the relevant department or departments at that college.

D Basis - 240 days, between July 1 and June 30. Applies to 12- pay period certificated positions on the preparation salary schedule. Employees are eligible for illness benefits, and receive pay for holidays. Employees do not earn vacation, but are paid for vacation days specified in the faculty contract. Employees must take a sufficient number of unpaid days, as directed by their college president or vice chancellor, to ensure that not more than 240 days of pay are received.

Department - A discipline or group of disciplines on a given campus, as defined by the District.

Department Chairperson - A department member selected by the department to represent the department to the administration and the administration to the department. (Same as Division Chairperson).

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 - A group of departments on a given campus as defined by the District.

Division Chairperson - A division member selected by the division to represent the division to the administration and the administration to the division. (Same as Department Chairperson)

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

Exclusive Representative - See A.F.T. College 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.

Guild - See A.F.T. 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 - Any employee paid from the hourly rate salary schedule.

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.

Parties - The parties to this Agreement...the Los Angeles Community College District Board of Trustees and the A.F.T. College Guild, Local 1521, AFL-CIO.

Part-Time - Any employee paid from an hourly rate salary schedule.

Permanent Employee - See Regular Employee.

President - Chief administrative officer of a College.

Probationary Employee - See Contract Employee.

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 - The first day of the Fall Semester to the last day of the subsequent 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.

T Basis - 180 days (Green calendar), 90 days in Fall semester and 90 days in Spring semester. There is a gap of approximately six unpaid weeks between Fall and Spring semesters.

Tenured - See Regular Employee.

Union - See A.F.T. College Guild.

V Basis - 180 days (Red calendar), 90 days in Fall semester and 90 days in Spring semester. There is a gap of approximately five unpaid weeks between Fall and Spring semesters.

Vacation day - a day on which colleges will be open but no classes will be held, and faculty need not be present on campus.

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.

APPENDIX E, DISCIPLINE LISTS

Afro-American Studies

Administration of Justice

Advertising Illustration

Agricultural Business

Agricultural Engineering

Air-Conditioning & Refrigeration

Air-Conditioning Engineering

Aircraft Electronics Maintenance

Aircraft Mechanics

American Sign Language

Animal Health Technology

Animal Husbandry

Anthropology

Architectural Drafting

Architecture

Art (History, Appreciation)

Art (Crafts)

Art (Ceramics, Sculpture, 3-Dimensional Design)

Art (Drawing, Painting, 2-Dimensional Design)

Art (Printmaking)

Art (Photography, Graphics)

Art (Jewelry, Metal Arts)

Astronomy

Asian-American Studies

Automatic Vending Machine Repair

Automobile Body & Fender Repair

Automobile Mechanics

Baking

Biological Science

Broadcasting (Radio & TV)

Building & Grounds Management

Business (Accounting)

Business (Management)

Business (Real Estate)

Business (Secretarial Sci/ Office Admin)

Business Data Processing

Cabinet Making & Millwork

Carpentry

Catering & Household Service

Ceramic Engineering Technology

Chef Cooking

Chemical Technology

Chemistry

Child Development

Commercial Art

Computer Technology

Cooperative Education

Cosmetology

Chinese

Dairy Industries

Dental Assisting

Dental Hygiene

Dental Technology

Developmental Communications

Economics

Education

Electric Motor Repair

Electrical Construction & Maintenance

Electrical Engineering & Electronics

Electro-Mechanical Technology

Electronics

Engineering

Engineering (Civil)

Engineering (Mechanical)

English

English as a Second Language

Family & Consumer Studies

Fashion Design

Fire Science

Floral Design

French

Geography

Geology

German

Graphic Arts Advertising Production

Graphic Arts Equipment Repair

Handicapped

Handicapped-Enabler

Health Education

Heavy Duty Truck & Diesel Mechanics

Hebrew

History

Humanities

Industrial Arts

Industrial Electricity

Industrial Supervision

Instructional Media

Interior Design

International Business

Italian

Japanese

Journalism

Labor Studies

Latin

Law

Legal Procedures

Library Service

Machine Shop

Mathematics

Mechanical Drafting

Medical Record Science

Merchandise Display

Metallurgy

Measurement Science

Medical Secretarial

Mexican-American Studies

Motorcycle Repair Mechanics

Music-Commercial

Music-Instrumental (Band and/or Orchestra)

Music-Piano, Theory, Literature (History and/or Appreciation)

Music-Vocal (Choral and/or Voice)

Natural Resources Management

Nephrology

Non-credit Basic Skills

Non-credit Citizenship

Non-credit English as a Second Language

Non-credit Health/Safety Education

Non-credit Home Economics

Non-credit Older Adults

Non-credit Parenting

Non-credit Vocational Education

Numerical Control Technology

Nursing (Academic)

Nursing (Vocational)

Occupational Therapy Assisting

Ophthalmic Optics

Ornamental Horticulture

Painting & Decorating

Pastry

PBX Operator

Philosophy

Photography (Vocational)

Physical Education

Physical Education (Dance)

Physical Therapy Assisting

Physics

Plastering

Plastics

Plumbing

Political Science

Power Sewing

Printing

Printing (Bindery)

Printing (Hand Composition)

Printing (Letterpress)

Printing (Linotype)

Printing (Offset Presswork)

Printing (Photo Offset)

Printing Management

Prosthetics & Orthotics

Psychiatric Technology

Psychology

Public Relations

Radio & TV Service

Radiologic Technology

Recreation

Respiratory Therapy

Restaurant Management

Russian

Sheet Metal

Sign Painting

Sociology

Spanish

Special Reading - English

Special Reading - Psychology

Speech

Spotting and Pressing

Tailoring

Technical Illustration

Theater Arts

Theater Arts (Cinema)

Theater Arts (Technical Direction)

Tool and Die Making

Travel Tourism

Truck & Fruit Crops

Urban and Regional Planning

Vision Care Technology

Welding

Word Processing

SERVICE POSITION

Counselor

Handicap Specialist

Librarian

Nurse

CHILD DEVELOPMENT CENTERS

Director, Child Development Center

Teacher, Child Development Center

APPENDIX F, FACULTY SERVICE AREAS

Disciplines Requiring the Master's Degree.

Accounting

Agriculture

Anthropology

Art

Biological Sciences

Business

Business Education

Chemistry

Child Development

Computer Applications

Computer Science

Counseling

Dance

Drama/Theater Arts

Ecology

Economics

Education

Engineering

English

ESL

Ethnic Studies

Family and Consumer Studies

Foreign Languages

Geography

Geology and Earth Science

Gerontology

Health

Health Services Nursing

History

Humanities

Instructional Design/Technology

Interdisciplinary Studies

Journalism

Law

Library Science

Linguistics

Management

Marketing

Mass Communication

Mathematics

Music

Nursing

Nutritional Science/Dietetics

Office Management

Philosophy

Photography (See Art)

Physical Education

Physics/Astronomy

Political Science

Psychology

Reading

Recreation Administration

Religious Studies

Sociology

Social Science

Special Education

Speech

Women's Studies

Disciplines Not Requiring the Master's Degree.

Addiction Paraprofessional Training

Administration of Justice

Aeronautics

Agricultural Business/Related Services

Agricultural Engineering

Agricultural Production

Air Conditioning, Refrigeration, Heating

Animal Health Technology

Appliance Repair

Apprenticeship Programs

Architecture

Athletic Training

Auto Body Technology

Auto Mechanics

Aviation

Banking and Finance

Barbering

Bicycle Repair

Bookbinding

Broadcasting Technology

Building Codes and Regulations

Building Maintenance

Business Machine Technology

Cabinet Making

Cardiovascular Technology

Carpentry

Ceramic Technology

Chemical Technology

Coaching

Commercial Art

Commerical Music

Computer Info. Systems

Computer Service Technology

Construction Management

Construction Technology

Cosmetology

Court Interpreting
Court Reporting
Culinary Arts/Food Technology
Dental Technology
Diagnostic Medical Technology
Diesel Mechanics
Dietetic Technician
Drafting
Electricity
Electro-Mechanical Technology
Electronics
Electronics Technology
Electromicroscopy
Electroplating
Emergency Medical Technician
Engineering Technologies
Environmental Technologies
Equine Science
Estimating
Fabric Care
Fashion and Related Technologies
Film Making/Video
Fire Technology
Flight Attendant Training

Fluid Mechanics Technology

Forestry/Natural Resources

Furniture Making

Graphic Arts

Gunsmithing

Hazardous Material Abatement

Health Care Ancillaries

Health Information Technology

Heavy Duty Equipment Mechanics

Hotel and Motel Services

Industrial Design

Industrial Maintenance

Industrial Relations

Industrial Safety

Industrial Technology

Insurance

Interior Design

Janitorial Services

Jewelry

Labor Relations

Labor Studies

Laser Technology

Legal Assisting

Library Technology

Licensed Vocational Nursing

Locksmithing

Machine Tool Technology

Manufacturing Technology

Marine Diving Technology

Marine Engine Technology

Masonry

Materials Testing Technology

Media Production

Medical Assistant

Medical Instrument Repair

Medical Record Technology

Mining and Metallurgy

Mortuary Science

Motorcycle Repair

Music Management

Music Merchandising

Musical Instrument Repair

Nursing Ancillaries

Nursing Science: Clinical Practice

Occupational Therapy Assisting

Office Technologies

Ornamental Horticulture

Pharmacy Technology

Photographic Technology/ Commercial Photography

Physical Therapy Assisting

Piano Tuning and Repair

Plastics

Plumbing

Printing Technology

Private Security

Prosthetics and Orthotics

Psychiatric Technician

Public Relations

Radiologic Technician

Radiation Therapy

Real Estate

Rehabilitation Technician

Respiratory Technician

Respiratory Technologies

Restaurant Management

Retailing

Robotics

Sanitation/Public Health Tech.

Search and Rescue

Sewage Treatment

Sheet Metal

Ship/Boat Building & Repair

Shoe Rebuilding

Sign Language

Small Business Development

Small Engine Mechanics

Stagecraft

Steamfitting

Surgical Technology

Telecommunication Technology

Transportation

Travel Services

Upholstering

Vision Care Technology

Watch and Clock Repair

Water Treatment

Welding

APPENDIX G, VIDEO DISPLAY TERMINALS

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

(1) 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.

(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 5 x 7 pixels.

d. Printer

(1) 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

(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, desk top, 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 surface is desirable.

(6) Footrests and wristrests shall be available.

f. Maintenance and Monitoring

(1) 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.

(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 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.

(5) 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.

APPENDIX H, CLASS CODES

0401 Consulting Instructor (LSC)

0403 Consulting Instructor

0407 Consulting Instructor (SFP)

0467 Nurse

0468 Nurse (SFP)

0470 Substitute Nurse

0551 Director, Child Development Center

0553 Child Development Center Teacher

0554 Child Development Center Teacher (SFP)

0706 Counselor

0707 Instructor-Advisor

0711 Department Chair

0712 Department Chair, Counseling

0713 Department Chair, Library

0715 Counselor (SFP)

0719 Instructor-Advisor (SFP)
0729 Instructor, Pre-School Coaching
0730 Librarian
0734 Handicap Specialist
0735 Handicap Specialist (SFP)
0736 Learning Disability Specialist/Instructor
0737 Learning Disability Specialist/Instructor (SFP)
0741 Instructor
0743 Instructor, Coach
0749 Instructor, (SFP)
0750 Athletic Director
0751 Instructor (Special Assign) (LSC)
0753 Instructor (Special Assignment)
0755 Bargaining Unit Representative
0756 Faculty Representative (Non-Bargaining Unit)
0758 Instructor Spec Assign (Lrng Skills Ctr) (SFP)
0759 Instructor (Special Assignment) (SFP)
0764 Instructor Advisor, Sub (Full-day Rate)
0773 Instructor, Sub., Half-Day Rate
0777 Instructor, Sub., Full-Day Rate
0781 Counselor, Sub, Half-Day Rate
0782 Counselor, Sub, Full-Day Rate
0786 Librarian, Sub, Half-Day Rate
0787 Librarian, Sub, Full-Day Rate

0791 Nurse, Sub, Half-Day Rate
0792 Nurse, Sub, Full-Day Rate
0795 Department Chair (Library)
0798 Department Chair, Teaching
0801 Cont. Educ. Tchr - Hourly Rate
0802 Cont. Educ. Tchr - Hourly Sub.
0803 Cont. Educ. Tchr - Hourly Rate (SFP)
0804 Cont. Educ. Tchr - Hourly Sub. (SFP)
0806 Instr, (Spec Assignment) Hourly Rate, Sub
0807 Instr, (Spec Assignment) Hourly Rate (SFP) Sub
0808 Instr, (Spec Assign) Hourly Rate
0809 Instr, (Spec Assign) Hourly Rate (SFP)
0811 Instructor, Hourly Rate
0815 Instructor, Hourly (Over Base Assignment)
0816 Instructor, Hourly Rate Sub
0819 Instructor, Hourly Rate, SFP
0826 Instructor, Hourly Rate, Sub (SFP)
0830 Counselor, Hourly Rate
0832 Counselor, Hourly Rate, Sub
0834 Counselor, Hourly Rate, SFP
0836 Counselor, Hourly Rate, Sub (SFP)
0840 Instructor-Advisor, Hourly Rate
0842 Instructor-Advisor Hourly Rate, Sub
0844 Instructor-Advisor, Hourly Rate (SFP)

0846 Instructor-Advisor, Hourly Rate, Sub (SFP)
0850 Librarian, Hourly Rate
0852 Librarian, Hourly Rate, Sub
0854 Librarian, Hourly Rate, (SFP)
0856 Librarian, Hourly Rate Sub (SFP)
0860 Nurse, Hourly Rate
0862 Nurse, Hourly Rate, Sub
0863 Nurse, Hourly Rate, (SFP)
0864 Nurse, Hourly Rate Sub (SFP)
0870 Instr/Head Coach, Hourly Rate
0888 Bargaining Unit Rep. Hourly Rate
0913 Instructor, Training Semester
0914 Instructor, Training Quarter
0921 Supplemental Instructor (Semester Project)
0931 Supplemental Instructor, Curriculum
0933 Athletic Coach
0950 Department Chairperson, Hourly Rate, Sem Pmt
0955 Instructor, Hourly Rate, Continuous Overload PMT

KEY

SFP: Specially Funded Program

Sub: Substitute

LSC: Learning Skills Center

Sem Pmt: Semester Payment

APPENDIX I, REGULATIONS FOR DOMESTIC PARTNER COVERAGE UNDER HEALTH PLANS

In order to qualify for domestic partner coverage under the Blue Cross Plus Plan, the Blue Cross Classic Plan, Blue Shield, Kaiser, CIGNA, Maxicare, Prudential Dental, Safeguard Dental and Vision Service Plan, an active employee/faculty member must satisfy the following eligibility requirements:

1. File with the Insurance Section, Operations Division an Affidavit of Domestic Partnership signed by both partners and notarized. Note that the form (attached) imposes additional requirements.

a. The employee and his/her domestic partner agree to sign and file with the Insurance Section a notarized affidavit form provided by the LACCD (attached) as evidence of the domestic partnership.

b. If the employee resides in a jurisdiction which permits registration of domestic partners, the employee must also show proof of this registration in order to qualify his/her domestic partner for health benefits; otherwise, the partners must register with the State of California as a family and show proof of such registration.

2. Application for domestic partner coverage must include all of the above plans in which the employee is presently enrolled; that is, the employee may not choose to enroll the domestic partner under only the dental but not medical and vision, etc.

3. The employee and his/her domestic partner:

a. must share the same regular and permanent residence for at least twelve (12) consecutive months immediately preceding the application for coverage with the LACCD (proof of residing together may include any one of the following:

(1) driver's licenses or passports showing the same address; or

(2) mortgage documents, deeds or leases showing both names on the document);

b. are financially interdependent and have proven such interdependency by providing documentation of the following: EITHER

(1) Both of the following:

(a) common ownership of real property or residence or a common leasehold/rental agreement interest in such property;

(b) designation as a beneficiary for District life insurance or retirement benefits;
OR

(2) Either one of (a) or (b) in category (1) above and one of the following:

- (a) common ownership of a motor vehicle;
- (b) a joint bank account;
- (c) a joint credit card;
- (d) joint wills;
- (e) joint utility bills;
- (f) durable power of attorney for health care;
- (g) joint safety deposit box.

c. are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons are committed to one another and intend to stay together indefinitely;

d. are jointly responsible to each other for "basic living expenses" which shall mean the cost of food, shelter, medical care, clothing and any other expenses supporting daily living (the monetary contribution made by each person toward the expenses need not be in equal shares);

e. are over eighteen (18) years of age;

f. are not currently married to other persons;

g. are not blood relatives any closer than would prohibit legal marriage in the state of residence;

h. are mentally competent to consent to contract;

i. have not signed a domestic partner affidavit or declaration with another person or persons within the last twelve (12) months prior to designating each other as domestic partners herein; and

4. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of Article 27.B.14.b, c, or d, 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.

5. Application for coverage:

a. Employees who meet the 12 month requirement in 3.a above and all other requirements herein on the original effective date of these Regulations will have 31 calendar days to make application for domestic partner coverage. 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. Employees currently employed on the original effective date of these Regulations who acquire a domestic partnership in the future which meets all other requirements of these Regulations must wait until the relationship has continued for 12 months before applying for coverage.

c. New employees hired after the original effective date of these Regulations who meet the 12 month definition and all other requirements on their date of eligibility (the date of hire, or the date the relationship has lasted for 12 months, whichever is later) may apply for domestic partner coverage.

d. New employees who acquire a domestic partner after the original effective date of these Regulations must comply with the provisions of b. above.

e. In all of the late enrollment situations described in a. - d. above, 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.

6. Change in domestic partnership:

a. 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.

b. In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.

c. After a termination of an existing domestic partner's coverage, a subsequent affidavit of a new domestic partner cannot be filed until twelve (12) months after written notification of termination has been filed.

7. COBRA Coverage: Domestic partners are not considered "qualified beneficiaries" under COBRA regulations and are not eligible for COBRA continuation coverage. However, in certain cases continuation coverage is offered. This is not COBRA coverage and, as such, the District retains the right to modify or terminate this continuation of coverage benefit at any time consistent with this Agreement.

a. The COBRA rate applicable to the underlying plan ("Plan") will be charged for other coverage as outlined below. This is intended to reduce taxable income to the employee with

respect to this extension of coverage, but the District is not responsible if such reduction is not granted.

b. A domestic partner (and his or her eligible dependent children) may continue to be covered under the Plan after the employee's termination of employment, by "piggybacking" on the former employee's COBRA coverage. The continuation of coverage would last for up to 18 months, or until expiration of the former employee's COBRA coverage, if earlier. A domestic partner may not make an independent election of COBRA. Thus, the employee must elect COBRA at the family rate in order to cover the domestic partner (and his or her eligible dependent children)

c. Unlike COBRA, which would provide no coverage, the District will allow a covered domestic partner (and his or her eligible dependent children) to continue coverage for 36 months following the death of the employee, at the COBRA rate applicable to such Plan. Domestic partners and eligible dependent children who are not covered by the Plan at the time of the employee's death are not eligible for this continuation. If a former employee died during the COBRA coverage period, this 36 month period of coverage would commence on the date of the former employee's first qualifying event (e.g. termination of employment).

d. Unlike COBRA, which would provide no coverage, the District will allow a covered domestic partner (and his or her eligible dependent children) to continue coverage, at the COBRA rate applicable to such plan, for 36 months from the date of the employee's first qualifying event (if any), if coverage would otherwise be lost following the Medicare entitlement of the employee. Thus domestic partners (and eligible dependent children) who are not covered by the plan at the time of the employee's Medicare entitlement would not be eligible for this continuation.

e. Unlike COBRA, which would provide no coverage, the District will allow a covered dependent child of a covered domestic partner to continue coverage for 36 months, at the COBRA rate applicable to the plan, when he or she would otherwise lose coverage due to the death of the domestic partner or as a result of reaching the age at which he or she cannot be covered as a dependent child under the terms of other underlying plans ("Plan").

f. In no event shall the domestic partner (and his or her eligible dependent children) be permitted to continue this coverage beyond the date of the termination of the domestic partner relationship (except in the event of the death of the employee or former employee).

g. In no event shall the domestic partner (and his or her eligible dependent children) be permitted to continue this coverage beyond the date that domestic partner coverage is terminated with respect to domestic partners of similarly situated active employees.

h. In no event shall the domestic partner be permitted to continue this coverage beyond the date that the domestic partner becomes eligible for coverage under Medicare, unless eligibility for Medicare is solely as the result of end-stage renal disease.

i. A domestic partner (and his or her eligible dependent children) who is being provided continuing coverage may not change to a different plan during the Annual Enrollment Period. That is, if a former employee selects one plan, then the domestic partner must choose coverage

under the same plan.

j. The employee/domestic partner is required to notify the Insurance Section upon the occurrence of any event which would result in lapse of coverage.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

AFFIDAVIT OF DOMESTIC PARTNERSHIP

I,(name,SSN) _____ declare that(name,SSN) _____ and I are domestic partners, and we declare that we meet the following criteria of Domestic Partnership:

1. We share the same regular and permanent residence, and have been living as a couple in the same household for at least 12 months; and
2. We have a close personal relationship in lieu of a lawful marriage; and
3. We have agreed to be jointly responsible for basic living expenses, as defined below*, incurred during the partnership; and
4. We are not married to anyone; and
5. We are 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.

* "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.

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.

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 and Date

Employee Address

Domestic Partner Signature and Date

Domestic Partner Address

Notary Public Signature, Seal and Date

Expires _____

LOS ANGELES COMMUNITY COLLEGE DISTRICT

DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

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 (date) _____ 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: _____ Date: _____

Print: _____

Witness: _____ Date: _____

Signed: _____ Date: _____

APPENDIX J - HEALTH BENEFIT PLANS FOR PART-TIME (HOURLY) FACULTY

1. In lieu of the distribution of \$1,044,654, which represents the entire amount of funds which would have been applied retroactively for the Fall 1998 semester for the purposes of normalization of the preparation salary schedule and adjustments to column K of the hourly rate schedule, as described in the Memorandum of Understanding entered into by the AFT and the District on November 17, 1998:

a. The District shall provide access to its hospital/medical insurance plans to tenured hourly rate and temporary faculty and their eligible dependents as follows:

(1). The District shall allow all currently employed tenured hourly rate or temporary faculty who have hourly seniority as described in Article 16 version B or hourly reemployment rights as described in Article 16 version A, and whose assignment with the District does not exceed 60% of fulltime, to participate in any of the District's hospital/medical plans, provided that such faculty members may, in advance and in accordance with appropriate District procedures, the amount which represents the District's monthly premium for an individual in the hospital/medical insurance plan selected by the faculty member. "Currently employed" shall mean the person is assigned and working in the District for the semester for which coverage is requested; open but inactive assignments (no work, no pay) do not constitute employment in this context.

b. The District shall establish procedures to assess whether tenured hourly rate or temporary faculty members who elect to participate in a hospital/medical insurance plan described above are eligible for reimbursement in accordance with the provisions of Education Code Sections 87860 - 87868.

(1) The District shall establish methods of certification, to be approved by the State Chancellor's Office, for tenured hourly rate or temporary faculty members to establish their eligibility under the provisions of EC 87860 - 87869. Such eligibility requirements are, as of January 1, 2000: For the semester for which coverage is requested, the faculty member's total assignment (either with the District or in combination with assignments in other California community colleges) must equal or exceed 40% of fulltime, and the faculty member and dependents may not be covered by health insurance whose premiums are paid by any employer other than a community college district.

c. The District shall send to the State Chancellor's Office by June 1 of each year appropriate verification of the number of tenured hourly rate or temporary faculty potentially eligible for reimbursement under EC 87860 - 87869 by the State for up to 50% of the hospital/medical insurance

premiums they have paid for the academic year and the premium amounts which have been paid for their coverage.

d. No later than ninety (90) days after the District receives its apportionment of funds for reimbursement under EC 87860-87869 of up to 50% of hospital/ medical insurance premium payments for eligible faculty from the State Chancellor's Office, the District shall issue reimbursement warrants to those eligible.

(1) The District shall reimburse only those employees found eligible for reimbursement under EC 87860 - 87869 by the State. Reimbursement shall be equal to the level of reimbursement received by the District.

(2) The District shall not be responsible and shall be held harmless for the reimbursement of hospital/medical insurance premiums for any faculty member found ineligible for reimbursement under EC 87860 - 87869 by the State.

2. A tenured hourly rate or temporary faculty member's eligibility to participate in the above referenced hospital/medical insurance plan shall continue as long as the faculty member continues his/her consecutive semesters of employment with the District and continues to meet the conditions noted in 1.a.(1) above. A break in service of one (1) semester or more, not covered by an approved illness or industrial accident leave of absence shall render the faculty member ineligible for coverage until he/she again is currently employed and has hourly seniority or hourly reemployment rights as defined in Article 16 version A or B. A semester during which the faculty member works hourly-rate, even with a short term assignment not covering the entire semester, shall count as a semester of employment.

a. A tenured hourly rate or temporary faculty member who was eligible for coverage for the entire Spring semester of any academic year shall remain eligible for coverage for the period of time between the end of that Spring semester and the beginning of the subsequent Fall semester provided that he/she remits any required premium payments.

b. A tenured hourly rate or temporary faculty member's coverage shall cease immediately upon his/her failure to pay the required insurance premium in accordance with the District's established procedures. The employee shall have the responsibility to make required premium payments on or before the tenth day of each month preceding the month in which the premium is due. The District shall not bill the employee for the required premium payments.

c. Temporary faculty employed in monthly rate assignments of 50% or more compared to fulltime shall continue to be covered in accordance with applicable provisions of Article 27 of this Agreement.

3. Coverage for District-sponsored dental, vision care and life insurance, for the tenured hourly rate or temporary faculty provided health benefit coverage in this Appendix, is specifically excluded from this Agreement.

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

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

remain in effect.

APPENDIX K - ALTERNATIVE CALENDAR PROTOCOLS AND GUIDELINES

Primary Terms/Compressed Semesters

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 or she were working on a regular 18-week calendar.
2. When the college AFT and administration cannot agree on local calendar implementation rules the default rules shall be those contained in a "Best Practices Manual" to be developed and agreed upon by the parties. The parties will promptly convene a task group (chaired by one designee of the Chancellor and one designee of the AFT) to develop a draft of the manual for the parties' review and approval.
3. For 15- and 16 week terms, workload measures (classroom hours and out-of-classroom hours including hours per week and office hours) will be compressed as described in the tables below.

| Calendar Type | Days of Instruction - Fall | Days of Instruction - Spring | Days of Instruction - Total | Professional Development Days | Total Duty Days |
|--------------------------------|----------------------------|------------------------------|-----------------------------|-------------------------------|-----------------|
| 18 Week Existing Pattern | 85 | 86 | 171 | 4 | 175 |
| 16-Week Compressed | 79 | 80 | 159 | 4 | 163 |
| 16-Week Compressed (2002-2003) | 79 | 81 | 160 | 4 | 164 |
| 15-Week Compressed | 75 | 77 | 152 | 5 | 157 |

Compression of Out-of-Classroom Hours

Workload Compression

16-Week Compressed

$$175/163 = 1.07$$

Service to District

$$30 \text{ hr/wk} \times 1.07 = 32.1 = 32 \text{ hours}$$

$$35 \text{ hr/wk} \times 1.07 = 37.5 \text{ hours}$$

Office Hours

$$5 \text{ hr/wk} \times 1.07 = 5.35 \text{ hr} = 5 \text{ hr } 20 \text{ min} = 5.5 \text{ hours}$$

15-Week Compressed

$$175/157 = 1.11$$

Service to District

$$30 \text{ hr/wk} \times 1.11 = 33.3 = 33 \text{ hr } 20 \text{ min} = 33.5 \text{ hours}$$

$$35 \text{ hr/wk} \times 1.11 = 38.9 = 39 \text{ hours}$$

Office Hours

$$5 \text{ hr/wk} \times 1.11 = 5.6 \text{ hr} = 5 \text{ hr } 35 \text{ min} = 5.5 \text{ hours}$$

4. Classes offered in 15- and 16 week terms will be managed to conform to Carnegie Unit requirements.
5. Temporary teaching faculty will be compensated as if they were performing services on a regular 18-week semester calendar so that teaching on a compressed calendar does not result in either higher or lower pay.
6. The payroll for temporary teaching faculty will, if possible, be altered to ensure that they are not paid in advance for services yet to be rendered. The goal is to make the payroll as understandable and regular as possible.
7. Regular and probationary faculty will continue to be paid on the regular (C-basis) payroll pattern if they sign an individual agreement that addresses the issues that will arise because pay will be out of synch with services rendered. If a faculty member does not sign the agreement he or she will not receive an ESA and will be paid in accordance with the time he or she actually works.
8. The District will attempt to pay faculty who work during a winter intersession, and who therefore become eligible for multiple salary payments that might trigger the application of a higher withholding rate, in a manner that will minimize or avoid that result.
9. Counselors, librarians, child development center teachers and other non-teaching faculty will work on a compressed calendar (with scaling) or the regular C-basis calendar (without scaling) as agreed to at the college. The default if there is no agreement will be the traditional C-basis or D-basis schedule.

Winter Intersessions

10. Article 15 rules regarding teaching loads will apply during winter intersessions.
11. Contract and regular faculty will be paid for winter intersession assignments at their hourly rate of pay unless:

- a. The assignment is part of their regular annual load;
 - b. They are receiving load banking credit for the assignment pursuant to Article 39; or
 - c. Their normal hourly rate of pay is determined by Column L or M of the Hourly Salary Schedule, in which case they shall be paid at the hourly rate specified on Step K7 of the Hourly Salary Schedule.
12. Teaching faculty shall also receive the office hour differential and shall be obliged to hold office hours
13. The following priorities will apply to the assignment of teaching faculty during winter intersessions:
- a. Contract and regular faculty at the college teaching a portion of their regular fall or spring semester load during a winter intersession
 - b. Regular faculty at the college teaching classes for load banking credit
 - c. Contract and regular faculty at the college according to their priority under Article 15
 - d. Temporary faculty with reemployment rights at the college pursuant to Article 16
 - e. All others
14. 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 hourly rate pay or compensatory time off as defined in Article 11, Section D.3. Colleges may also apply these provisions to other non-teaching C and D basis faculty to ensure adequate services to students.

Miscellaneous

15. For the purposes of applying the 60% load limitation for part-time temporary faculty members, the base will remain a full time faculty member's load for the two primary terms of the academic year. Therefore, while a part-time temporary faculty member will not be employed for more than 60% of a load during a particular winter intersession, any work performed during a winter intersession will be treated like all other work outside the regular work year (e.g. work during the summer) and will not be included in calculating any annual limit on the faculty member's ability to work as a faculty member.
16. Discussion of how best to articulate the responsibilities of faculty members-as a first step in moving away from a time-based accountability model to a more outcomes-based model-will be incorporated into the on-going negotiations/discussions the parties will have on evaluation and related topics.
17. These Protocols and Guidelines are not precedent setting in any way and do not commit either party to any particular position regarding any negotiable issues associated with the establishment or operation of 15- or 16-week (or other alternative) academic calendars.

APPENDIX L - ARTICLE 17.B FROM 1996-99 AGREEMENT

B.Selection of Department Chairs

Department Chairs shall be elected by the department and appointed by the College President as follows:

1.Eligibility

- a.All regular and contract faculty members of a department may be considered for the Department Chair position.
- b.All regular and contract faculty members regularly assigned to a department are eligible to vote for chair.
- c.Faculty members on position leave to serve in a management position are not eligible to vote.
- d.Every eligible member of the department may be considered for Department Chair. The ballot will include only the names and the names of only those eligible department members who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the President, except in cases arising under Section B.3.
- e.The ballots shall be prepared and brought to the election by the President or designee.

2.Voting

- a.The vote shall be conducted by the Exclusive Representative and the office of the College President or designee at a special meeting scheduled at least three (3) weeks in advance for the purpose of selecting a Department Chair.
- b.All voting shall be by secret ballot.
- c.To be elected, a candidate must receive a majority of the votes of the eligible voters in the department present and voting.
- d.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.
- e.In the event that the two final candidates tie, and the tie cannot be broken, selection shall be determined by lot.

3.Voting - Third Consecutive Terms

a. To be elected to a third consecutive term, a Department Chair must receive $\frac{2}{3}$ or more of the votes on the first ballot. If he/she does not receive $\frac{2}{3}$ or more of the votes on the first ballot, his/her name shall be removed from the ballot.

b. If the Department Chair does not receive $\frac{2}{3}$ or more of the votes on the first ballot, the ballot shall be open to all eligible candidates confirming their candidacy and balloting shall continue in accordance with Section B.2. of this Article.

4. Selection

a. The tally shall be recorded and signed by the College President or designee and exclusive representative.

b. 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.

c. If the department is unable or refuses to elect a Department Chair, the College President shall appoint a Department Chair.

5. Term of Office

a. The term of office is 3 years commencing July 1 of the year selected.

b. 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.

6. Department Chair Recall/Removal

a. A Department Chair may be removed by the College President. The reasons for removal must be for cause and stated in writing.

b. A Chair may be recalled by the department by a $\frac{2}{3}$ vote of the department. Such recall election may be instituted by a petition signed by 40% of the department and filed with the Office of the 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.

c. Recall/removal may be instituted no sooner than one semester after the Chair takes office.

d. A Department Chair recalled shall not be eligible for the position of Department Chair until another Chair has served in that position.

e. A Department Chair removed shall not be eligible for the position of Department Chair for a period of one year.

APPENDIX M - CALENDARS 2000-01, 2001-02, 2002-03

ACADEMIC YEAR 2000-2001 (Red - 15 Week Pattern)

ACADEMIC YEAR 2000-2001 (Green - 16 Week Pattern)

ACADEMIC YEAR 2000-2001 (Blue - 18 Week Pattern)

ACADEMIC YEAR 2001-2002 (Red - 15 Week Pattern)

ACADEMIC YEAR 2001-2002 (Green - 16 Week Pattern)

ACADEMIC YEAR 2001-2002 (Blue - 18 Week Pattern)

ACADEMIC YEAR 2002-2003 (Red - 15 Week Pattern)

ACADEMIC YEAR 2002-2003 (Green - 16 Week Pattern)

ACADEMIC YEAR 2002-2003 (Blue - 18 Week Pattern)

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Note: This index is not part of the Agreement and should not be used for purposes of contract interpretation. [The page numbers below refer to the printed document as published (Feb. 2001), not to the web document]

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