



**MASTER AGREEMENT
BETWEEN
LONG BEACH COMMUNITY COLLEGE DISTRICT
AND
LONG BEACH COUNCIL OF CLASSIFIED
EMPLOYEES
[LBCCE/CFT/AFT/AFL-CIO]**

**EFFECTIVE
JULY 1, 2014 – JUNE 30, 2017**

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ARTICLE I

RECOGNITION

- A. The Long Beach Council of Classified Employees, AFT Local 6108, AFL-CIO, hereinafter referred to as “LBCCE,” is the exclusive representative for those classifications listed in Appendix A in accordance with PERB Decision No. 1315 (LA-DP-324) certified March 27, 2000.
- B. LBCCE, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the agents of the Board through the provisions of the Educational Employment Relations Act (EERA).
- C. Excluded from LBCCE are all other classified employees, all student workers, management employees, supervisory employees, confidential employees, substitute, short-term and limited-term employees.
- D. The District and LBCCE agree that the unit described herein is the appropriate unit. This includes all permanent positions listed in Appendix A as bargaining unit employees. Neither party will later contest the appropriateness of the unit by any means, including use of Public Employment Relations Board (PERB) procedures. Nothing in the foregoing shall preclude the parties from negotiating any new classification created by the District or from changing the unit description by mutual agreement. However, the District and LBCCE reserve their rights to seek clarification or amendment pursuant to PERB regulations with respect to any new classifications created by the District which are not enumerated in the unit description.
- E. No floating designations of confidential status will be made.

SCOPE AND WAIVER CLAUSE

This Agreement shall supersede any rules, regulations, policies, or practices of the Board of Trustees or the Personnel Commission which shall be contrary to or inconsistent with its terms as it pertains to the bargaining unit members only.

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE II

NON-DISCRIMINATION AND HARASSMENT-FREE WORKPLACE

A. Non-Discrimination

Neither the District nor LBCCE shall unlawfully discriminate against employees on the basis of race, color, national origin, ethnicity, age, sex, sexual orientation, political affiliation, disability, marital status, religion, participation in Union activities, or for any other reason prohibited by law.

B. Harassment-Free Workplace

No employee shall be subjected to workplace harassment. Harassment shall be defined as continued negative actions taken against and/or imposed upon an employee in the workplace by his/her supervisor without legitimate cause or reason. Excluded from this section are procedures under Article XVII [Disciplinary Action].

C. The Articles of this Agreement shall be equitably applied to all unit members.

ARTICLE III

ORGANIZATIONAL RIGHTS AND SECURITY

- A. LBCCE shall have the right of access at reasonable times to areas in which employees work. Employees will not be disturbed while performing their regular work assignments.
- B. LBCCE shall be permitted to use without charge, 1/4 of the total area of District-designated collective bargaining bulletin boards. LBCCE shall have access to a minimum of ten (10) bulletin boards. LBCCE may post lawful materials on officially-designated bulletin boards. At the beginning of each fiscal year, the District shall notify the LBCCE President, of the specific location of the ten (10) bulletin boards.
- C. LBCCE may post, circulate, and distribute items of general interest to members in accordance with the District's policies and Administrative Regulations pertaining to distribution of literature and electronic mail.
 - 1. LBCCE shall have the right to use the District mail and e-mail system to communicate with employees. E-mail communications for Union purposes will identify the Union in the subject heading of the communication, and may only be sent or responded to during breaks, lunch, before or after work hours.
 - 2. Employees may receive mail via the District mail system during the course of their workday.
 - 3. A copy of any such written communication from LBCCE, which is to be generally distributed through the District mail system, or which is to be placed in employee mailboxes, shall be placed in the mailbox of the Director of Human Resources at the time of distribution.
- D. No District funds, services, supplies, or equipment, including employees on paid release time, will be used for the purpose of urging the support or defeat of any ballot measure or candidate.
- E. LBCCE may hold meetings on College locations and at such times when desired facilities are available for use in accordance with District policies and Administrative Regulations at no cost. Employee lounges and dining areas during peak hours of use shall not be deemed appropriate locations for meetings held either by LBCCE or by the District. "Peak hours of use" means the customary meal hours (7:00 a.m.–8:30 a.m., 11:30 a.m.–1:30 p.m., 5:00 p.m.–7:00 p.m.) for the dining areas and 11:30 a.m.–1:30 p.m. for the employee lounges.
- F. LBCCE shall provide written notification to the District not less than fifteen (15) days prior to the annual CFT convention and biennial AFT convention and the District agrees to provide up to forty (40) hours per fiscal year total release time for official delegates to attend these conventions.

ARTICLE III – ORGANIZATIONAL RIGHTS AND SECURITY

- G. In the event an employee is appointed to an AFT/CCE statewide committee, the District agrees to negotiate release time, if any, with LBCCE. In the event an employee is elected to a Union statewide office, the District and the Union shall comply with the provisions of California Education Code, §88210, or its successor. Following the District's payment of the employee for the leave of absence, the District shall be reimbursed by the Union of which the employee is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the Union shall be made within ten (10) days after its receipt of the District's certification of payment of compensation to the employee.
- H. The District shall provide up to 1040 hours of release time per fiscal year for the LBCCE Executive Board members and Bargaining Chairperson to conduct LBCCE business. "LBCCE business" as used in this section does not include negotiations, grievance or disciplinary representation or other meetings involving District representatives and LBCCE. Officers of the LBCCE shall not be unreasonably denied release time for Union activities not covered by the aforementioned 1040 hours.
1. The LBCCE President shall provide, on the appropriate District form, to his/her supervisor and the Human Resources Department a monthly schedule of planned release time not to exceed sixteen (16) hours per week. The schedule shall be submitted at least five (5) working days prior to the beginning of each month and changes to the schedule will be by mutual agreement between the LBCCE President and the District.
 2. LBCCE Executive Board members and the LBCCE Bargaining Chairperson shall receive release time on an as-needed basis within the allotted block of 1040 hours of release time, subject to the following:
 - a. Prior to utilizing this release time, the LBCCE President shall provide written notice to the Director of Human Resources for the use of release time at least three (3) business days prior to the requested release date or upon mutual agreement. The three (3) days notice shall not be mandatory if circumstances preclude advance notice as a result of a compelling matter.
 - b. No Executive Board member and/or Bargaining Chairperson shall utilize more than sixteen (16) hours of release time pursuant to this section in a given workweek. While not a condition of receiving release time pursuant to this section, eligible LBCCE Executive Board members and the Bargaining Chairperson will consult with their non-unit supervisors regarding the scheduling of this release time when submitting the District Absence Report Form.
 3. Release time utilized under this section shall be confirmed by the completion of the District Absence Report Form – although the signature of the immediate supervisor shall not be withheld as a denial of release time under this provision. The LBCCE President may request periodic reports as to utilization of the aggregate number of hours utilized and the total used by individual affected employees.

ARTICLE III – ORGANIZATIONAL RIGHTS AND SECURITY

- I. The Budget Advisory Committee, Calendar Committee, Facilities Advisory Committee, Technology Planning Committee, and Selection Committees for the hiring of the Superintendent-President and Vice Presidents will be composed of representatives of District constituent groups including one (1) member appointed by LBCCE. The Health and Welfare Benefits Committee will be composed of two (2) members appointed by LBCCE. The LBCCE representative shall be granted release time to serve on these committees. In accordance with Education Code §70901.2 and Title 5 §51023.5, the LBCCE shall be entitled to at least one (1) representative on all newly-constituted College shared governance committees dealing with issues related to collective bargaining. This shall not preclude the District and LBCCE from agreeing to Union representation on other committees as may be appropriate.

With regard to the College Planning Committee, the Accreditation Standards Committee and selection committees for hiring Deans, LBCCE shall have the right to appoint at least one (1) representative if the Board of Trustees, in consultation with LBCCE, through the District negotiating team, determines that such committee has or will have a significant effect on unit members.

- J. The District shall print or duplicate and provide without charge to LBCCE sufficient copies of this Agreement for the Executive Board, normally within thirty (30) working days after completion of the ratification process and all future amendments.
- K. Within thirty (30) working days of the ratification of this Agreement by both parties, the District will provide to LBCCE a list of names, classification, hire date within current classification, work location and home address of bargaining unit employees. The District will provide, each month, to LBCCE the same information for all newly employed bargaining unit members.
- L. Upon request of LBCCE, the District agrees to provide LBCCE with a copy of the Tentative Budget, the Adopted Budget, the adopted CCFS-311 report at the time it is submitted to the Chancellor's Office and a copy of any non-confidential financial or enrollment projections or reports at the time submitted to the Board of Trustees at no cost to LBCCE.
- M. Upon request of LBCCE, the District agrees to provide non-confidential materials related to wages, hours or other terms or conditions of employment needed by LBCCE to fulfill its duties as exclusive representative.
- N. Notice of LBCCE Executive Board members and scheduling of meetings shall be in accordance with the following.
1. LBCCE agrees to provide an up-to-date list of the Chapter Officers and Job Stewards in writing, to the Director of Human Resources.

ARTICLE III – ORGANIZATIONAL RIGHTS AND SECURITY

2. Up to six (6) officers of the Executive Board of the Chapter shall receive two (2) hours of release time plus up to thirty (30) minutes additional release time for travel (if located at a work-site other than that of the meeting), to attend a monthly Executive Board meeting.
 - a. Said meetings shall be scheduled by providing District Human Resources with at least three (3) business days notice prior to the date of the Executive Board meeting. The three (3) days notice shall not be mandatory if circumstances preclude advance notice as a result of a compelling matter.
 - b. In the event a scheduled Executive Board meeting is canceled, the LBCCE President shall notify Human Resources and may reschedule the Executive Board meeting in accordance with Article III.O.2.a.
 - c. LBCCE may request additional release time for Union governance/professional development subject to approval at the discretion of the District.
 - d. Release time utilized pursuant to this section shall be included in the total number of hours set forth in Section H above.
- O. The District agrees to deliver to the LBCCE President or one (1) designee the complete non-confidential Board agenda materials and any special meeting notice, and all minutes of each public meeting of the Board of Trustees on the same day said materials are delivered to the Board of Trustees. Such material shall be at no cost to LBCCE and shall contain all non-confidential supporting materials which impact employees and all supporting materials which have financial impact on the District.
- P. The District acknowledges that Personnel Commission Rules and Regulations provide for an employee's examination results and rank on any established eligibility list to be made available to the employee's designated representative upon written authorization by the employee.
- Q. Employees shall have the right to be released from work for a period of up to 1-1/2 hours per meeting to attend up to two (2) specifically designated release time LBCCE Chapter meetings per year. The meetings shall be held at the LAC or PCC campus as determined by LBCCE between the hours of 3:30 and 5:00 p.m. Employees working at the campus other than the campus of the meeting location shall receive up to an additional thirty (30) minutes of travel time for meeting attendance. The parties may mutually agree to change the hours set for these meetings. Employee attendance will not be denied. LBCCE shall provide the District with a roster of employees exercising release time to attend the two specifically designated release time meetings within two (2) days after the meeting. LBCCE is to notify Human Resources five (5) working days in advance of the meeting. LBCCE may request additional release time for Union governance/professional development subject to approval at the discretion of the District.

ARTICLE III – ORGANIZATIONAL RIGHTS AND SECURITY

- R. The District and LBCCE agree to meet and negotiate ground rules at the commencement of subsequent re-opener negotiations, to include Union participants release time, with respect to bargaining amendments to this Agreement.
- S. The District will designate a classroom at LAC that can be utilized for the District's educational purposes as well as for conducting LBCCE business. LBCCE may place a lockable filing cabinet that is accessible only to the Union in this classroom.
- T. Organizational Security
 - 1. Employees may join LBCCE, AFT Local 6108, and process membership dues deduction authorization in accordance with District payroll procedures. Employees may cease payroll deduction by providing written notice to the District Payroll Department at least thirty (30) days before such discontinuation. The District shall provide a copy of the unit member's written notice to cease membership dues payment through payroll deduction. The District will not prorate dues deduction for the month in which such action is taken.
 - 2. Upon thirty (30) days written notification from the Union, LBCCE, AFT Local 6108, to the District and the affected employee, specifying the amount of the employee's service fee, the District will deduct monthly service fees in the amount specified by the Union from the employee's salary.
 - 3. The District shall cause payroll deductions to be made in accordance with District procedures and the Union's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection.
 - 4. Employees, in lieu of payroll deductions, may pay dues or service fees directly to the Union or, in the case of bona fide religious objection, proof of payment to a designated charitable fund.
 - 5. The Union may specify a change in the amount of the dues or service fees providing an authorized Union officer submits a written notice to the District for such an adjustment.
 - 6. The District shall, without charge, transmit to the Union the sums deducted under this section, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.
 - 7. Any employee who has a bona fide religious objection, as defined in Government Code §3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code §3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees to the Union. However, such employee shall be required in lieu of Union service fees to pay sums equal to

ARTICLE III – ORGANIZATIONAL RIGHTS AND SECURITY

such service fees to any one of the following four designated nonreligious, non-labor, charitable funds exempt from taxation under §50(c)(3) of Title 26 of the United States Internal Revenue Code:

- American Cancer Society, California Division
 - American Heart Association, Greater Long Beach Chapter
 - Cystic Fibrosis Foundation
 - National Multiple Sclerosis Society
8. The AFT and LBCCE, AFT Local 6108, agree to defend and hold harmless the District, its officers, employees and agents with respect to any claims or actions arising out of dues deduction, processing dues or representation (service) fees.

ARTICLE IV
MANAGEMENT RIGHTS

- A. It is agreed and understood that the District, through its Board, retains and reserves all the customary and usual rights, powers, functions and authority to discharge its obligations as those rights, powers, and authority that are conferred upon it by the laws and the Constitution of the State of California, and of the United States, including, but not necessarily limited to the right.
1. To the executive management, organizational, and administrative control of the District and its properties and facilities, and the activities of its employees;
 2. To direct the work of its unit employees, determine the time and hours of operation of the District, determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into lawfully permissible contracts with private vendors for service;
 3. Subject to the provisions of law and the Rules and Regulations of the Personnel Commission, to hire all employees; to determine the qualifications of persons to be hired; to assign, promote, and discipline employees;
 4. To establish educational policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns and the numbers and kinds of personnel required in order to maintain the efficiency of District operations; and
 5. To build, move or modify facilities; establish budget procedures and determine budgetary allocation of items not within the scope of representation; determine the methods of raising revenue; and to take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature developing suddenly, unexpectedly, resulting in a relatively temporary change in circumstances and demanding immediate action.
- B. The exercise of the foregoing rights, powers and authority by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified terms of this Agreement and law, and then only to the extent such terms are in conformance with the Constitution and laws of the United States.
- C. The District, through its Board, retains the right to amend, modify, or rescind policies as are necessary to effectuate the intention of this Article, to the extent that such amendment, modification, or rescission is not inconsistent with the terms of this Agreement. Such determination of the Board is expressly excluded from the provisions of Article XVIII [Grievance Procedure] of this Agreement.

ARTICLE IV – MANAGEMENT RIGHTS

- D. The District reserves the right to take any reasonably necessary action(s) in the event of an emergency. “Emergency” is defined as a situation or occurrence of a serious nature that develops suddenly or unexpectedly and results in a serious change of circumstances requiring immediate interim action. In such cases, the District will provide LBCCE with the opportunity to discuss the emergency and the District’s proposed action(s) as soon as possible, in a good faith effort to reach agreement on such action(s).

ARTICLE V

NO STRIKE / NO LOCKOUT

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, or other refusal or failure to fully and faithfully perform job functions and responsibilities by the American Federation of Teachers and LBCCE, or its agents, including compliance with the request of other labor organizations to engage in such activity.
- B. The American Federation of Teachers and LBCCE recognize the duty and obligation of their representatives to comply with the provisions of the Agreement and to make every reasonable effort toward inducing unit employees to do so. In the event of a strike, work stoppage, slow-down, or other refusal or failure to fully and faithfully perform job functions and responsibilities by employees who are represented by the American Federation of Teachers and LBCCE, AFT/LBCCE agree in good faith to take all reasonably necessary steps to induce those unit employees to cease such action.
- C. During the term of this Agreement, the District agrees not to engage in any lockout of unit employees covered by this Agreement.
- D. It is further agreed and understood, in the event of a strike or other concerted activity by any other employees of the District, the District shall take steps reasonably necessary for the safety of unit employees continuing to work.

ARTICLE VI –

SAVINGS PROVISIONS AND REPLACEMENT FOR SEVERED PROVISION

ARTICLE VI

**SAVINGS PROVISIONS AND REPLACEMENT
FOR SEVERED PROVISION**

- A. If any articles, sections, or provisions of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, that article, section, or provision only shall be rendered void with no effect to any article, section, or provision because of the contradiction or conflict with federal or state law.
- B. In the event an article, section, or provision is rendered void, the parties agree to meet within thirty (30) days to negotiate.

ARTICLE VII
GENERAL PROVISIONS

A. Effects of Personnel Commission Rules and Regulations on Agreement:

1. As a District incorporating the merit system personnel commission, it is understood that the appointment procedures must comply with the Personnel Commission Rules and Regulations.
2. It is recognized that the Personnel Commission has exclusive authority to:
 - a. Establish classifications and related family groupings of classifications.
 - b. Establish the hierarchy of classifications within each family grouping.
 - c. Assign individual positions to such classifications.

Such decisions by the Personnel Commission are governed by Personnel Commission Rules and Regulations.

3. The District will provide LBCCE with a copy of any proposed new classification specification within the bargaining unit at least five (5) work days prior to the Personnel Commission meeting.
4. After the Personnel Commission approves a new classification within the bargaining unit and classifies the position and assigns the salary range for the new classification, the District will provide LBCCE with written notice of such action. LBCCE will, in turn, have five (5) work days to submit a negotiations proposal related to salary. The District and LBCCE will meet and negotiate within five (5) work days of the LBCCE proposal. The District may initiate the recruitment process before or pending negotiations, but may not fill the position before the conclusion of such negotiations.
5. Revised Class Specifications

The proposed revision to a class specification will be provided to LBCCE within five (5) days of determination. Following receipt of written notice from the District, LBCCE will have five (5) days to file a demand to bargain.

B. Definitions:

1. DAY: Unless it is stated otherwise a “day” is any weekday in which the administrative offices of the District are open for business.
2. EMPLOYEE: The term “employee” or “employees” shall mean the employees who are assigned to the classifications within the Appendix A.

ARTICLE VII – GENERAL PROVISIONS

3. GRIEVANT: A “grievant” is an employee(s) and/or the union on behalf of an employee(s), or itself, who is affected by the alleged violation.
4. IMMEDIATE SUPERVISOR: The “immediate supervisor” is the designated manager having immediate line authority over the employee.
5. REPRESENTATIVE: A “Representative” is the job steward or other employee appointed by LBCCE to serve as the representative of the employee at any level of the grievance process.

ARTICLE VIII
EMPLOYMENT STATUS

- A. The initial probationary period shall be six (6) months or one-hundred thirty (130) days of paid regular service, whichever is longer, in one classification in the classified service, excluding days absent for illness or injury.
- B. Probationary employees shall be subject to evaluation in accordance with Article XV [Evaluation].
- C. Unless otherwise addressed in this Agreement, Personnel Commission Rules shall apply to probationary employees.
- D. Permanent employees who have been promoted will serve a probationary period as defined in Section A of this Article VIII. If the employee does not pass probation in the new classification, he/she shall be returned to the classification in which he/she held permanent status.

ARTICLE IX
PAY AND ALLOWANCES

A. Salary Schedule

1. The regular pay for each position in the LBCCE, AFT Local 6108 shall be in accordance with the rates/steps established for each classification as provided for in Appendix B.
2. Paychecks. The current method of itemizing all deductions and showing sick leave and vacation accrued as of the date of issue shall remain in effect for the duration of this Agreement. The District agrees to allow Union employees to establish voluntary payroll deductions in accordance with current law and District Policies and Administrative Regulations.
3. All employees shall be paid at least once each month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Employees who wish a mid-pay period advance of their monthly paycheck shall be accommodated by the present policy of providing mid-pay period advancements.
4. The normal pay date for salary advance is the 16th of the month with the following exceptions:
 - a. if the 16th falls on a Saturday or a holiday, the salary advance will be issued on the preceding workday
 - b. if the 16th falls on a Sunday, the salary advance will be issued on the following Monday
5. Any payroll error or adjustment resulting in insufficient payment for an employee shall be corrected, and a supplemental check shall be issued, no later than five (5) working days after the employee provided notice to the payroll department.
6. The District will attempt to establish a repayment schedule for salary overpayments. If the District and the employee are unable to agree on a repayment plan, the District will not withhold more than ten percent (10%) from the employee's payroll warrant until the overpayment is corrected.
7. Retroactive payrolls resulting from negotiated salary increases shall be processed in accordance with District payroll procedures.

B. Mileage

1. Any employee required to use his/her vehicle on District business shall be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE IX – PAY AND ALLOWANCES

2. Reimbursement and criteria related to this provision will be administered in accordance with District policies, regulations and procedures.
3. All employees authorized for mileage are required to have a valid California driver's license and the minimum property damage and public liability insurance as required by the State of California under the Financial Responsibility Act.
4. When a trip outside the District is to a city regularly serviced by scheduled airlines, reimbursement may not exceed the amount of tourist class plane fare.

C. Longevity

1. As of July 1, 2001, or upon the date of ratification of this entire Agreement, whichever shall occur later, the District shall compensate those employees who have accrued longevity pay for employment as a classified employee in the District according to the following schedule:

Beginning 10th year of service one step
Beginning 15th year of service one step
Beginning 20th year of service one step
Beginning 25th year of service one step
Beginning 30th year of service one step

2. The effective pay date for such compensation shall be the first day immediately following the employee's longevity anniversary date. Years of service to the District shall include total years of service accrued including any in the Long Beach Unified School District prior to July 1, 1978.

D. Promotion

1. When an employee is appointed from an eligibility list to a position in a class with a higher maximum salary, the employee shall receive that step in the salary range for the class to which promoted that provides a minimum of 4.9 percent increase or at least the minimum step for his/her class.
2. When an employee is promoted and is not released to begin the new assignment within two (2) weeks from the date of acceptance of the new position, the employee shall receive the salary of the new position beginning with the first day of the third week in the old assignment.
3. An employee who is promoted from an eligibility list to a position in a class with a higher maximum salary range who subsequently does not pass his/her probationary period, shall be returned to the position which he/she occupied prior to promotion. The employee may displace the person with the least seniority in the affected classification. If a vacancy exists in the classification from which promoted, the

ARTICLE IX – PAY AND ALLOWANCES

employee may elect to return to a position in the classification and not to the position from which the returning worker was promoted.

4. Upon completion of the probationary period, the employee shall receive one additional step increase and annually thereafter. The employee shall retain his/her anniversary date.

E. Compensation for Out-Of-Class Assignment

An employee may be required to perform duties included in a higher class and not a part of his/her classification and receive additional compensation as provided in this section.

1. An employee may not be assigned the duties of a position other than his/her regularly assigned position for more than ninety (90) calendar days in any 12-month period except by mutual agreement.
2. An employee assigned duties for five (5) days during a fifteen (15) calendar day period that are not part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification. In the event an employee has reason to believe he/she is working out of class, and their supervisor has failed to contact Human Resources, the employee or the Union may contact Human Resources. Human Resources shall conduct an investigation in order to determine whether an employee is eligible for working out of class compensation. In the event that the employee is not satisfied with Human Resource's determination the determination may be appealed through the grievance procedure.
3. If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step which provides a minimum 4.9 percent increase or the first step of the higher classification, whichever is greater.

F. Parking

The District shall provide one parking permit to each bargaining unit member.

G. Shift Differential

1. The shift differential shall be fixed as follows:
 - a. Swing Shift Differential \$1.25 per hour added to base salary.
 - b. Graveyard Shift Differential \$1.75 per hour added to base salary.
2. Employees whose regularly assigned time requires them to work 50.1 percent of their assigned work schedule (excluding overtime) between the hours of 5 p.m. and 12:00 midnight shall be paid swing shift differential pay.

ARTICLE IX – PAY AND ALLOWANCES

3. Employees whose regularly assigned time requires them to work 50.1 percent of their assigned work schedule (excluding overtime) between 12:00 midnight and 7 a.m. shall be paid graveyard differential pay.
4. No differential shall be paid an employee whose regular shift ends at or before 6 p.m. nor to an employee whose regular shift starts at 6:30 a.m. or later.
5. The amount of shift differential to be paid shall be designated on the Classified Salary Schedule for employees and provided during periods when the scheduled assignment exceeds five (5) working days.

H. Compensation for Variable Work Hours or Shift or Weekend

Any unit employee who is assigned to a position that has variable daily work hours and/or workweek, or whose assignment includes Saturday or Sunday as part of their fixed, regular workweek shall be paid one additional salary range above their regular rate of compensation during the period of such assignment. No employee may receive more than one pay range differential under the conditions outlined in this section.

I. Perfect Attendance Bonus

A permanent employee who has worked in the District for the complete fiscal year assignment without utilizing any sick leave (or any other leave charged to sick leave), exclusive of the sick leave donated by the employee to the sick leave sharing plan, shall receive a \$200.00 bonus for perfect attendance from the District. This bonus amount shall be prorated for employees assigned less than 40-hours per week, 12-months. If the employee believes that he/she qualifies for the award, the employee must obtain a Perfect Attendance Award Form from the payroll department. The form must be completed by the employee and verified by the manager/supervisor and then sent to the payroll department by September 15 of each year to qualify for the bonus. To qualify for this bonus, employees will not substitute any other leave for sick leave.

J. Salary Increases

1. For fiscal year 2014-15: effective July 1, 2014 a 4% across the board, on schedule salary increase, applied to Appendix B, Classified Salary Schedule
2. For fiscal year 2015-16: effective July 1, 2015 a 1.02% across the board, on schedule salary increase, applied to Appendix B, Classified Salary Schedule.
3. For fiscal year 2016-17: effective July 1, 2016 no less than .80% across the board or half of COLA whichever is greater, on schedule salary increase, applied to Appendix B, Classified Salary Schedule.

ARTICLE X

HOURS AND OVERTIME

A. Workday

1. The workday for full-time employees shall normally be eight (8) hours. Alternative work schedules are contained in this Article. Each employee shall be assigned a fixed, regular shift. The fixed shift may be changed by the District for business operation after notification to the affected employee(s) and the President of LBCCE at least ten (10) days before the proposed change. The employee may request to meet with the appropriate administrator to discuss the proposed shift change and implementation date. That meeting may result in an extension of up to twenty (20) days of the implementation date.
2. When an employee desires to have a temporary reduction or permanent reduction in hours, the employee shall notify the District by completing the Request For Change In Classified Employee's Work Schedule. Any agreement to reduce hours must be negotiated by the District and LBCCE as confirmed by appropriate signatures on the Request For Change In Classified Employee's Work Schedule.

B. Workweek

1. The workweek shall normally be forty (40) hours for full-time employees. The workweek for full-time employees shall be a fixed and regular five (5) consecutive day period except as indicated in Section A and B of this Article.
2. The District may institute a full-time workweek of an alternative schedule with the concurrence of the affected employee(s) in accordance with this section. These alternative work schedules may include:
 - a. four days at 10 hours per days
 - b. a full-time, two workweek schedule of 9 workdays, 80 hours (9/80)
 - c. a full-time workweek of four 9-hour workdays and one 4-hour workday (36/4)
3. In departments where more than one person desires to work the 4/10 or the 9/80 workweeks and it is not possible to allow all employees who desire the shift to work it at the same time, employees shall be assigned alternate 4/10 or 9/80 assignments for six-month periods. Assignments shall be based on length of service in the department among employees who are offered alternative work schedules.
 - a. The District, in assessing the value of implementing the alternative schedules, shall consider, among other criteria, an assessment of the department's/operation's ability to function effectively with alternative

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scheduling and information obtained in a meeting to discuss the alternative work schedules with department/operation employees.

- b. Alternative work schedules adopted pursuant to this section shall be implemented on a department basis.
 - c. In the event a department/operation implements an alternative work schedule, all employees of that work unit may be required to work on the alternative work schedule in the event the department's/operation's needs are better served with individual employee(s) not remaining on a traditional eight (8) hour workday.
 - d. In departments where more than one person desires to work the alternative schedule and it is not possible to allow all employees that desire the assignment to work the alternative schedule, employees shall be assigned the schedule on alternating six-month periods.
 - e. There will be no alternative work schedule during the week of winter recess in December.
4. The District shall consult with the affected employee(s) and LBCCE, AFT Local 6108, prior to cancellation of the alternative work schedule. Employees shall be given the opportunity to address District concerns and offer potential solutions to enable the schedule to continue.
- a. "Consult," as used in this section, is defined as addressing the concerns and good faith consideration of options for improving the operational effectiveness of the alternative work schedule. Such consultation shall occur at a meeting with members of the affected employee group, a member of the LBCCE, AFT Local 6108, bargaining team and/or AFT staff, administration and a representative of the Human Resources Department.
 - b. Employees whose shift assignments change shall be notified in accordance with the provisions of Section X.A.

C. Variable Hours

In the event the District desires to assign variable hours and/or workweek to a position/employee who was not previously so assigned, written notice shall be provided to LBCCE, AFT Local 6108. The Union may file a demand to negotiate the proposed assignment within ten (10) days of receipt of such notice and thereafter the parties shall meet and negotiate.

D. Overtime

- 1. All overtime work must be authorized by the immediate supervisor.

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2. Employees will be compensated at the rate of 1-1/2 times the employee's regular rate for work accomplished in excess of eight (8) hours per day when assigned to a traditional workday or nine (9) or ten (10) hours per day in the case of a 9/80 or 4/10 alternative workweek.
3. Any employee having an average workday of four (4) hours or more during the workweek of five (5) consecutive days shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
4. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
5. Employees who perform authorized work on days declared to be holidays shall receive compensation at the rate of three (3) times their regular rate of pay.
6. Whenever more than one employee desires to work overtime, the overtime shall be assigned in a manner which will distribute and rotate overtime as equally as is practical among employees in the affected classification of the department.

E. Compensatory Time Off

1. Compensatory time may be granted in lieu of cash compensation for overtime work up to a maximum of two hundred forty (240) hours overtime (one hundred sixty (160) hours time worked).
2. An employee has the option of requesting compensatory time off in lieu of cash compensation for overtime work to be used within the following pay period or within twelve (12) months. The employee's election to take compensatory time off or to receive paid overtime shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be computed and granted at the appropriate overtime rate.
4. Compensatory time is to be taken at a time mutually acceptable to the employee and the District. If the compensatory time has not been taken according to this section, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay.
 - a. If compensatory time has been requested for the following pay period but is not authorized to be taken by the employee as requested, the employee shall

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be compensated for all such time at the appropriate overtime rate based on the employee's current overtime rate of pay.

- b. If the compensatory time has been requested within twelve (12) months of the date on which it was earned, but is not authorized to be taken by the employee within that period, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay.

F. Compensation - Shift Differential

1. Employees whose regularly assigned time requires them to work between the hours of 5 p.m. and 12:00 midnight shall be paid swing shift differential pay.
2. All employees whose regularly assigned time requires them to work between 12:00 midnight and 7 a.m. shall be paid graveyard differential pay.
3. No differential shall be paid an employee whose regular shift ends at or before 6 p.m. nor to an employee whose regular shift starts at 6:30 a.m. or later.
4. The amount of shift differential to be paid shall be designated on the Classified Salary Schedule for employees and provided during periods of eligibility.

G. Minimum Call-In Time

Any employee called in to work on a day when the unit employee is not scheduled to work shall receive a minimum of three (3) hours pay or the hours actually worked, whichever is greater, at the appropriate rate of pay under this Agreement.

H. Call Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least three (3) hours of work or the hours actually worked, whichever is greater, at the appropriate overtime rate of pay. The employee shall also be paid round-trip mileage from the employee's residence to the work site.

I. Right of Refusal

1. Any employee shall have the right to reject any offer or request for overtime or call back. The supervisor shall attempt to identify employees desiring to work overtime before requesting an employee to work overtime.
2. Appropriate personnel may be directed to work overtime and/or be called back in the event there is an imminent and/or apparent risk to the safety of the students, personnel, or property of the District.

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J. Meal Period

1. Each work shift shall include an unpaid duty-free meal period of not less than one-half hour nor more than one hour which, in the case of a 7- or 8-hour shift, shall occur approximately at the midpoint of the shift or at such time as mutually agreeable by the supervisor and employee. This provision shall not apply to employees working six (6) hours or less.
2. An employee required and authorized to work during his/her lunch period shall receive overtime pay or compensatory time off at time and one-half for the time worked during the lunch period unless he/she is granted time off equivalent to that time worked during the lunch hour on the same day. If the employee prefers compensatory time off to the overtime pay, it shall be granted in accordance with Section X.E.

K. Rest Periods

A rest period of fifteen (15) minutes in length shall be provided all employees for each consecutive four (4) hour period of service. The actual length of the rest period may be extended at the discretion of the supervisor because of extenuating circumstances such as distance from lunchroom and/or lounge facilities.

L. Rest Facilities

The District shall make available lunchroom and lounge facilities for staff use at both the Liberal Arts Campus and the Pacific Coast Campus.

M. Summer School Assignment

When work normally and customarily performed by employees is required to be performed at times other than during the regular August-May academic year, the work shall be offered to employees in the appropriate classification(s) not regularly assigned during such times. In no event shall the compensation and benefits be less, except on a prorated basis, than the compensation and benefits received prior to such assignment.

N. Adjustment of Part-Time Assignment

Any employee who works an average of twenty-five (25) minutes or more per day in excess of the regular part-time assignment for a period of twenty (20) consecutive working days shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

O. Workload Adjustment

In the event an employee is absent for any reason, including training periods, and it becomes necessary for the District to assign the work of the absent employee among other

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employee(s) within the department, the District may do so. However, employees who are assigned the work of an absent employee shall have their work adjusted accordingly so as not to result in an increased workload. Work that is not done shall not adversely affect an employee's evaluation.

P. Campus/Buildings Temporary Closure

When the District desires to shut down one campus or building during a period of time such as during semester break when no classes are in session, LBCCE, AFT Local 6108, shall be informed. A letter shall be sent to all affected employees indicating that employees who desire to work shall be allowed to work at the campus or other buildings that are not being shut down, if desired, and not be required to take paid leave for this period of time.

ARTICLE XI
HEALTH AND WELFARE BENEFITS

A Workers' Compensation, Social Security, and Unemployment Insurance

The District shall provide these benefits for employees, as per State and Federal law.

B. District Provided Health and Welfare Benefits and Eligibility

1. The District's Health and Welfare Benefit Plan shall be available to unit members employed and permanently assigned twenty (20) hours or more per week.
2. Employees who are assigned less than twenty (20) hours per week shall not be eligible to receive benefits enumerated in this Article. Any change in assigned hours to exceed twenty (20) hours per week that is not permanent does not grant eligibility to the affected employee.
3. The District shall provide group medical, dental, vision and life insurance programs to eligible unit members.
4. The employee contributes 4% (single), 6% (two-party), or 8% (family) of each year's total health and welfare benefit premiums beginning July 1, 2011. Any changes in the contribution rates must be negotiated by the parties.
5. The employee's annual contributions, if any, will depend upon the health and welfare benefit plan selected by the employee for the pending insurance year. Employee contributions shall be made through payroll deductions.

C. Medical Insurance

The District shall provide medical insurance coverage for eligible unit employees and qualified dependents.

D. Continuation – Disability

The District agrees to continue payments for health insurances provided in this Article during the absence of any employee who has exhausted all paid leave after an industrial accident for a period not to exceed twelve (12) months.

E. Medical Insurance Options Upon Retirement of Unit Member

1. District Paid Medical Benefit Options

ARTICLE XI – HEALTH AND WELFARE BENEFITS

Employees hired prior to February 1, 1995 who retire from District service, shall designate one of the following retiree medical benefit options at the time the employee's retirement forms are submitted to the District:

OPTION A:

An employee who retires from the District under PERS or STRS guidelines, after twelve (12) or more years of service qualifies for District-paid hospital/medical benefits according to the following schedule:

<u>Age at Retirement</u>	<u>Years of Service</u>	<u>Terms of Coverage</u>
Under 65	12	To age 67
65 or over	12 - 22	2 years past retirement
65 or over	23 - 29	3 years past retirement
65 or over	30 or more	4 years past retirement

OPTION B:

An employee, who retires from the District under PERS or STRS guidelines, after twelve (12) or more years of service, qualifies for one (1) year of District-paid hospital/medical benefits for every three (3) years of full-time District Service.

2. Employees hired after February 1, 1995 shall only be eligible for Option B.

F. Medical Insurance Contributions Upon Retirement

1. Employees retiring after July 1, 2008
 - a. Employees retiring between July 1, 2008 and June 30, 2015, except as stipulated in XI.F.b. below, shall contribute to the cost of the medical premium at the dollar amount equivalent to 3 percent (single payer), 5 percent (employee + 1 dependent), and 7 percent (employee + 2 or more dependents) of the premium costs as of July 1, 2008.
 - b. As an immediately vested right, retiree medical benefit contributions will not apply to employees retired as of June 30, 2008 as well as any employee who beginning on July 1, 2008 has twelve (12) or more years of permanent full-time classified bargaining unit service with the District. Such employee would have started employment with the District on or before June 30, 1996.
2. Employees retiring on or after July 1, 2015, with the exception of employees who qualify under XI.F.1.b.

Employees retiring on or after July 1, 2015 shall contribute the same contribution percent stated in XI.B.4 as classified active employees based on each year's total medical plan premium.

ARTICLE XI – HEALTH AND WELFARE BENEFITS

3. If an employee retires with less than twelve (12) years of service with the District, he/she may participate in the District medical insurance plan by paying his/her own premium on a quarterly basis based on the rates established by the group insurance carrier. This option is also available to retired employees after the expiration of District-paid medical insurance. The District shall remit this money along with other regular payments to benefit providers.
4. Employees retiring after June 30, 2002 who are age 65 or over and qualified dependents of said retiring employees who are age 65 or over shall be required to enroll in, assign as appropriate, and participate in Medicare Parts A and B as a condition of receiving the benefits contained in this Article.

G. Medicare Eligible Retiree Medical Plan Options

1. A Medicare eligible employee who retires on or after July 1, 2015 will be required to enroll in a medical plan offered specific to Medicare eligible employees. Exceptions to this provision apply to those retirees who are 65 years of age or older, but whose spouse or dependent children are not eligible for Medicare Parts A and B.
2. Employees who retired prior to July 1, 2015 who are enrolled in Medicare Parts A and B will be given the option to remain in their current medical plan or they may enroll in another plan specific to Medicare eligible employees.
3. An eligible retiree who retires on or after July 1, 2015 and is not 65 years of age or older and therefore not Medicare eligible may continue to participate in the District's PPO plan or HMO plans until such time as they reach age 65. Once such retiree becomes Medicare eligible they will be required to convert their plan to a Medicare eligible plan offered by the District.

H. Medical Insurance Upon Death of Employee

After twelve (12) years of service, if the unit employee dies while currently employed or within two (2) years following his/her retirement, or the beginning of his/her unpaid disability leave the District shall, commencing with the date of the employee's death, pay twenty-four (24) months full premium to keep the employee's medical insurance in force. Surviving spouses and eligible dependents shall receive the 24-month full coverage under the same provisions as the decedent would have received.

I. Section 125 Flexible Benefit Plan

The District offers to qualified employees an Internal Revenue Code (IRC) Section 125 Flexible Benefit Plan which allows employers to structure benefit plans to provide options to its employees. The District offers employees participation in its IRC 125 Plan for payment of certain out-of-pocket expenses which may include expenses under health care and dependent care assistance. It is understood that the District has made no representation regarding tax or

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other consequences of the IRC 125 Plan with regard to any particular employee or group of employees. Any questions by any employee should be directed to his/her personal financial, legal or tax advisor.

ARTICLE XII

HOLIDAYS

- A. The District and LBCCE agree to negotiate the scheduled holidays. The following sixteen (16) holidays are provided to employees:

New Year's Day (January 1)
Martin Luther King Jr. Day (third Monday in January)
Lincoln Day (as designated by the District's Calendar Committee)
Washington Day (as designated by the District's Calendar Committee)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (as designated by the District's Calendar Committee)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

plus 5 Board-Declared Holidays (designated by the District's Calendar Committee)
plus 1 Floating Holiday (see Section XII.G)

- B. Additional Holidays

Every day declared by the President or the Governor of this State requiring that the District be closed due to a day of mourning, public fast, thanksgiving, or holiday, or any day declared a holiday by the Board of Trustees under Education Code §§79020-79022, or their successors, shall be a paid holiday for all employees.

- C. Holidays on Saturday or Sunday (unless there is a conflict with Federal and/or State options):

1. When a holiday falls on Saturday, the preceding workday not a holiday shall be deemed to be that holiday.
2. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.

- D. Holiday Eligibility

1. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
2. An employee who is not normally assigned to duty during the holidays of December 25 or January 1 shall be paid for those holidays provided that he/she was in a paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the holiday period.

E. Working on Holiday

Employees scheduled to perform duties on designated holidays shall have the option of receiving three (3) times their regular rate of compensation or receiving their regular rate of compensation for that day and compensatory time off reflective of two (2) days off.

F. Substitute Holiday

1. If the District requires any employee to work a work week other than Monday through Friday, or if such employee consents to a work week including Saturday or Sunday or both, and as a result thereof, the employee loses a holiday to which he/she would otherwise be entitled, the District shall provide a substitute holiday for such employee or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his/her normal work schedule.
2. Employees with less than a 100 percent assignment shall be entitled to all holidays provided in this Agreement. If the employee is scheduled to work on the declared holiday, the number of hours the employee will be entitled to is the number of hours the employee is scheduled to work. If the declared holiday is on a day the employee is not scheduled to work, a substitute holiday shall be given to the employee calculated on the basis of the overall percentage of the employee's assignment based on an 8-hour day, or the District shall provide compensation for the substitute holiday to the employee.
3. In consultation with the supervisor, the unit employee may elect to have the substitute holiday preceding the scheduled holiday or immediately following the scheduled holiday.

G. Floating Holiday

1. Each fiscal year for the duration of this Agreement, one additional holiday designated as a "floating holiday" shall be granted each permanent employee.
2. Arrangement for such holiday shall be with the approval of the immediate supervisor. In the case of conflict between employees vying for the same day, the employee with seniority in the department will receive preference.

H. At the beginning of each fiscal year, the District shall provide each employee working a 4-day, 40-hour work week or a 9-day, 80-hour work schedule, with a written listing of all holidays for the fiscal year. At the time this listing is provided to the employees, the Union shall receive a copy. It is the express intention of the parties that employees working a 4/10 or 9/80 work schedule receive all holidays provided by this Agreement.

ARTICLE XIII

LEAVES

A. General Leave Provisions

1. Attendance Records

Employees may obtain a copy of their attendance and leave records.

2. Break in Service

No absence under any paid leave provisions of this Article shall be considered a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

3. Report and Verification of Absence

a. All employees shall submit a written request for leave of absence for any leave. In instances where the District has a genuine need for verification, the employee shall be required to provide appropriate verification for any leave that he/she is claiming. Any payment made for a leave that is found later not to comply with the conditions of the leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck in accordance with the specific provisions of the attachment and wage garnishment laws.

b. Employees shall have the right to challenge an allegation of non-compliance through the grievance procedure of this Agreement. No deduction or refund of salary shall occur until the completion of this procedure.

4. Required Notice

Employees shall notify their immediate supervisor or designee in advance of all leaves used under this Article. Employees shall indicate the reason for their absence(s) and the anticipated day of their return to work.

a. For day shift employees, notification shall be provided at least thirty (30) minutes prior to commencement of the assigned schedule unless conditions make such notification impossible.

b. For employees assigned to the swing or graveyard shift, notification shall be provided at least two (2) hours prior to the commencement of the shift, unless the immediate supervisor notifies the employee that a later time for such notification is authorized.

5. Notification to Return to Work

- a. Employees absent from work for ten (10) successive days or more shall make every effort to notify their immediate supervisor or designee with two (2) work days advance notice. A minimum of one (1) work day notice prior to their intended return to work shall be required to avoid being charged additional sick time.
- b. An employee who fails to provide such notice may be precluded from returning to duty that work day and may be charged with an additional day(s) of absence.

6. Abuse of Leave

Employees shall not engage in activities which constitute an abuse of these leave benefits, defined as:

- a. The willful misrepresentation of leave use.
- b. An established pattern or patterns of excessive absence.
- c. A failure to provide adequate notice and/or to obtain appropriate approval if required elsewhere in this Article.
- d. Allegations of abuse of leave shall be addressed in accordance with Article XVII [Disciplinary Action] .

B. LEAVES OF ABSENCE WITH PAY

1. Sick Leave

- a. Every full-time employee in a paid status shall be allowed full pay for absence caused by personal illness or personal accident regardless of the amount of service tendered during the year.

Twelve Calendar Month Employees 13 days
Eleven Calendar Month Employees 12 days
Academic Year or 217-Day Employees 11 days

- b. Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided above.
- c. Probationary employees' sick leave shall be prorated from the date of hire. The employees are eligible to use up to six (6) days of sick leave during the

probationary period whether or not accrued. At the end of this period, the sick leave balance shall be adjusted in accordance with the provision above. Probationary employees who are terminated during the probationary period shall have sick leave used but not accrued, deducted from their final pay check.

- d. Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.
- e. There shall be no limit to the year-to-year accumulation of unused full-pay sick leave.
- f. The District may require any employee to report for a health examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such required examination.
 - (1) If the report of the physician shows the employee is unable to perform the essential functions of the position, the employee may take an appropriate leave or request a transfer in accordance with Article XXII [Transfers]. If the employee's presence in the work environment creates an unhealthy situation for other employees due to the risk of contagion, the employee may be required to take an appropriate leave.
 - (2) In the event the employee contests a District requirement to take appropriate leave, the employee may submit findings of his/her physician to dispute the District's determination. In the event a dispute continues to exist, the employee may grieve the placement on leave.
- g. A confidential health report, completed by the employee's examining physician, shall be submitted to Human Resources by each employee absent from duty for more than five (5) consecutive days, prior to returning to work. In circumstances of patterns of repeated absence of less than five (5) days, the District may require a health report be submitted to the District's Human Resources Department. If the District requires the employee to go to the District's physician, the District will pay for the cost of the medical examination. However, if the employee goes to his/her own physician, the employee will pay.

2. Industrial Injury and Illness Leave

- a. The provisions of this section shall apply to employees who have either probationary or permanent status in the classified service.

- b. An employee absent from duty because of industrial injury or illness resulting from a regular assignment including authorized overtime, and qualifying under the provisions of the worker's compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed sixty (60) working days. Allowable leave under this section shall not be accumulative from year to year.
- c. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employee.
- d. Industrial injury or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- e. If an employee is still receiving Worker's Compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave, vacation leave, accumulative compensating time off, and discretionary leave prior to being granted extended sick leave. If, when an employee goes on regular sick leave or other type of leave or compensating time off, he/she is receiving Worker's Compensation insurance benefits, he/she shall be entitled to use only so much of such other leave benefits which, when added to Worker's Compensation insurance benefits, provide for a normal full day's wage or salary.
- f. If the employee is no longer receiving Worker's Compensation insurance benefits, but is still unable to return to work as determined by the District's designated medical provider or his/her physician, he/she shall then be placed on regular sick leave or other available leave as provided in this section.
- g. Periods of paid leave under this Article shall not be considered to be a break in service of the employee. An employee while on such paid leave shall continue to receive seniority credit.
- h. After the expiration of paid leave as provided in this section, and available sick leave and extended leave, an employee who is unable to return to work as determined by his/her own physician and/or District's designated medical provider may be granted an additional leave without pay for one (1) year. Such leave may be extended for one (1) additional year for good and sufficient cause.

- i. Any time an employee on industrial injury or illness paid or unpaid leave is able to return to work he/she may return to his/her position without reduction of pay or benefits.
 - j. When all available paid leaves of absence have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months.
 - k. If an employee becomes able to return to work, he/she shall notify the District and, after clearance by the District's designated medical provider, shall be returned to his/her former position. If that position no longer exists, the unit member may be assigned to a vacant position in the classification. If no such vacancy exists, the returning employee shall displace the employee with the least seniority in his/her class.
 - l. In the event there is a disagreement between the District's designated medical provider and the employee's physician about the capability of the employee to return to work, the two parties shall mutually agree upon a third physician. The findings of the agreed upon medical third party shall be binding upon the District and the employee.
 - m. During all paid leaves of absence as provided in this section, the District shall issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and all authorized contributions.
 - n. If an employee's former class had ceased to exist during his/her absence, the employee shall be assigned to a vacant position in a comparable class for which qualified. An employee who has been placed on such re-employment list and who has been released for return to duty and who fails to accept a position in his/her class shall be subject to dismissal.
3. Statutory/Extended Sick Leave
- a. Employees shall, at the beginning of each fiscal year, be credited with a total of one-hundred (100) days non-cumulative sick leave including days to which the employee is entitled to under Section XIII.B.1.a. at fifty percent (50%) of the employee's regular salary. Extended sick leave shall commence:
 - (1) For employees with a beginning balance of twenty (20) or more days of accumulated sick leave, on the first day of sickness or illness after exhaustion of all but twenty (20) days of accumulated sick leave and other paid leaves and/or upon use of donated hours from the sick leave bank.

- (2) For employees with less than a beginning balance of twenty (20) days of accumulated sick leave, on the first day of sickness or illness, extended sick leave shall run concurrently with the use of sick leave, but not with any other paid leaves and/or upon use of donated hours from the sick leave bank.
- b. Only a single one-hundred (100) working day period of extended sick leave with fifty percent (50%) pay shall be allowed for any single and continuous absence due to illness/injury that begins in one fiscal year and extends into the next fiscal year. The use of extended leave in any one fiscal year shall never be greater than one-hundred (100) days.
 - (1) An employee shall be eligible to request extended sick leave when entitlement to all regular sick leave, accumulated compensating time, vacation (except in cases of pregnancy) or other available paid leave has been exhausted. The employee shall submit a request for Statutory/Extended Illness Leave of Absence form to the Director of Human Resources requesting extended sick leave including a physician's statement stating the anticipated date of return. The physician's statement shall include the date and duration of the illness, and prognosis for return to work, and shall bear the original signature of the doctor or his/her designee. The physician's statement shall be kept confidential.
 - (2) Before an employee's extended sick leave ends, the employee shall notify his/her supervisor and Human Resources of the estimated date of return to work, and shall provide a physician's release on the Return to Work form. If after exhaustion of all available paid leaves the employee is medically unable to return, he/she shall:
 - (a) Apply for transfer in accordance with Article XXII [Transfers] to a classification in which he/she has prior seniority, and is able to perform the duties of such classification.
 - (b) Be placed on the thirty-nine (39) month re-employment list.
 - (c) Terminate service by resignation.
 - (d) Request retirement/retirement disability, if eligible.
 - (3) In the event a manager/supervisor believes an employee is abusing his/her use of extended sick leave, the manager/supervisor may require a physician's statement, as described in Section XIII.B.3.b.(1) for each period of absence. Failure by the employee to provide a physician's statement upon return to work shall result in the denial of extended sick leave and may be considered an act of insubordination.

(4) Light Duty

- (a) Whenever a permanent employee becomes temporarily unable to perform any or all of the essential functions of his/her classification/position because of illness or injury, the District shall determine whether or not the duties of the employee's position or regular work assignment can be altered to reasonably accommodate his/her temporary disability. The District shall attempt to provide light duty in a position in his/her classification or another classification for which the employee meets the minimum qualifications when such assignment is available. The affected employee shall receive in-service orientation or training in his/her new assignment when appropriate as determined by the District. In order to be considered for light duty assignment, the employee shall submit a request for light duty assignment along with a physician's statement indicating the employee is not able to perform any or all of the essential functions of his/her classification.
 - (b) The extent of the employee's working limitations and the duration of disability must be determined by a physician. The District reserves the right to require that the employee obtain a medical opinion, at the District's expense, from a physician selected by the Human Resources Department. Any proposed modification of the essential functions of a position/classification under this provision must be approved by the Director of Human Resources.
 - (c) The light duty assignment shall not exceed sixty (60) working days. An extension of up to sixty (60) working days shall require an additional physician's statement and shall be granted if the prognosis indicates the employee will be able to perform the former duties of the position. Upon recovery, the employee will return to his/her former position.
- (5) Employees while on extended sick leave may not attain other employment.
- (6) If an employee becomes able to return to work, he/she shall notify the District and, after clearance by the District's designated medical provider, shall be returned to his/her former position. If that position no longer exists, the unit member may be assigned to a vacant position in the classification. If no such vacancy exists, the returning employee shall displace the employee with the least seniority in his/her class.

- (7) In the event there is a disagreement between the District's designated medical provider and the employee's physician about the capability of the employee to return to work the two parties shall mutually agree upon a third physician. The findings of the agreed upon medical third party shall be binding upon the District and the employee.
- (8) During all paid leaves of absence as provided in this section, the District shall issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and all authorized contributions.
- (9) If the employee's classification is abolished during his/her absence, the employee shall be assigned to a vacant position in a class at the same or lower salary level for which the employee is qualified.
- (10) An employee who has been placed on a re-employment list and who has been released for return to duty and who fails to accept a position in his/her class shall be subject to dismissal.

4. Pregnancy Disability Leave

- a. Pregnancy, childbirth or related medical conditions shall be considered as a temporary disability for which personal illness leave benefits may be utilized. Certification by the employee's attending physician is required by the Human Resources Department on the District's Pregnancy Certification Form.
- b. If the employee appears to be unable to continue to perform the essential functions related to her regular assignment at any time prior to the defined period of disability, the District may request a review of the period of disability as defined by the employee's physician. Refer to Section XIII.B.3.b.(4), for clarification on limitations or restrictions caused by medical conditions.
- c. If the employee, upon returning to work, appears to be unable to continue to perform the essential functions related to her regular assignment or is believed to be medically unable to return to work, the District may require an examination by a District-appointed physician to confirm that the employee is medically able to return to work.
- d. Before an employee's pregnancy leave ends, the employee shall notify her supervisor and Human Resources of the estimated date of return to work, and shall provide a physician's release on the Return to Work form.

5. Personal Necessity Leave

- a. Employees may use up to, but not in excess of, seven (7) days of illness leave in any fiscal year in cases of personal necessity.
- b. In this Article “immediate family” is defined under Bereavement Leave, Section B.10.
- c. Personal necessity is to be used, as follows:
 - (1) Death of a member of the immediate family when additional leave is required beyond that provided in this Contract.
 - (2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family of such a nature that the immediate presence of the employee is required during his/her working day.
 - (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - (4) Employee’s presence at the birth of immediate family member’s child, or the employee’s court appearance for the adoption of the employee’s child.
 - (5) Illness of a member of the employee’s immediate family.
 - (6) Protection of the employee’s home in the event of a natural catastrophe, such as flood, fire, or earthquake.
 - (7) Observance leave for bona fide religious holidays.
 - (8) For a parent, guardian or grandparent having custody of a student in grades K-12 or a licensed care facility to attend a parent conference, classroom visitation and/or other school related activities, or
 - (9) Compelling personal business that requires employees to miss work.
- 2. When possible, employees shall request personal necessity leave at least three (3) days prior. The three day notice shall not be mandatory if circumstances preclude advance notice as a result of a compelling matter. Employees shall not be unreasonably denied personal necessity leave.
- 3. The District retains the right to make reasonable inquiries regarding these leaves.

6. Absence for Jury Appearance

- a. Leave of absence for jury service shall be granted to unit members who show they have been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of required attendance for jury service. The unit member shall receive full pay while on leave, provided that the jury or court certification is filed with the District. Request for jury service leave shall be made by filing a Request for Paid Leave of Absence and attaching the jury service verification form.

In any case in which compensation for jury duty is authorized, the compensation shall be collected by the employee and remitted to the District. No employee shall be required to remit more than his/her regular rate of pay for his/her absence.

- b. The employee shall immediately advise his/her manager/supervisor upon receipt of a jury summons directing him/her to appear for jury duty. (A copy of the summons must be provided to the Human Resources Department.)
- c. Employees who are released from jury duty during any work day shall report for work for the balance of the work day as directed, allowing for reasonable travel time. If the employee's regular shift is other than a day shift, the excused employee shall be assigned to the day shift for the duration of the period of jury duty. The District will pay the employee's regular salary, including shift differential pay, on those days verified by certification.
- d. Each date of jury duty shall be verified. The employee shall have the court clerk or other appropriate official certify as to the dates and time paid for jury service. This certification shall be filed by the employee with the person responsible for his/her time reporting, who will forward it to the Human Resources Department. In cases where a time report is due prior to conclusion of jury duty, the employee shall certify as to the days served in lieu of official certification. All such employee certifications must be covered by the official certification for the entire period of such service.

7. Involuntary Absence for Public Purpose

If an employee will be absent from work in response to an official order of another governmental jurisdiction which has not been brought about through misconduct or connivance on the part of the employee, payment of salary for such necessary absence shall be made upon the submission of such notification and approval of the Human Resources Department.

8. Absence for Examination

- a. Permanent employees shall be permitted to be absent from his/her duties during working hours in order to take any examination for which he/she is qualified, given by the District, without deduction of pay, upon notice issued by the Personnel Commission to the appropriate administrator.
- b. Employees assigned to graveyard shift who are seeking promotional opportunities within the District shall be granted compensatory time off if a promotional exam or interview is scheduled at a time when they would have received release time had they been on day shift.

9. Military Leave

Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall provide the District with “orders” and status reports.

10. Bereavement Leave

- a. Employees shall be granted up to four (4) days necessary leave of absence because of the death of any member of his/her immediate family, or up to six (6) days if travel of more than 250 miles one way or out of state is required. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement or provided by the governing board. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step child, niece, nephew, aunt, uncle or first cousin or other person living in the immediate household of the employee.
- d. Bereavement Leave is also granted for 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 internment in this country,
 - (3) Late Term Miscarriage (second trimester or beyond); availability of Bereavement Leave for this reason shall be limited to the father or the mother of the miscarried child.
- c. If the employee is on a paid leave and a death in the family occurs, the paid leave shall be changed to Bereavement Leave of Absence. Employee shall

receive all days of bereavement provided in this collective bargaining agreement unless the employee elects not to take all of the allowed days.

11. Imminent Death Leave

Employee shall be entitled to a maximum of two (2) days imminent death leave per fiscal year at full pay, when their presence is essential to comfort or console. Upon request of the employee, such leave shall be authorized when it is believed that death of a member of the immediate family is imminent. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step child, niece, nephew, aunt, uncle or first cousin or other person living in the immediate household of the employee.

12. Quarantine

Employees under personal quarantine by order of the Health Department of the City or County, whether because of their own illness or on account of others, shall be paid for such period of quarantine as is required in the exigencies of the case; provided that pay for such period of absence shall not be for more than two (2) weeks in any period and that no more than two (2) separate periods of personal quarantine shall be paid for in any school year to any one employee. General periods of quarantine shall not be counted as times of personal quarantine.

13. Departmental Partial Day Leave

- a. The designated manager shall have the discretion to grant to employees permission to be absent for parts of a day not exceeding six (6) hours per month without loss of pay for employee medical appointments. Verification of time and date of doctor's appointment is required.
- b. Use of Departmental Partial Day Leave shall not reduce the established number of working hours per month of the employee and employees are not required to make up the Departmental Partial Day Leave time.

14. Health and Wellness Center

Employees shall receive paid release time of up to 1/2 hour three (3) times per week at the beginning or end of their shift or immediately before or after lunch to actively enroll in and attend a Health and Wellness Center class. The employee must match every 1/2 hour of paid release time utilized with 1/2 hour of his/her own non-duty time to attend the class. The time selected shall be mutually agreed to by the manager and employee.

15. Conferences/Workshops

Employees may be released from their duties with full pay for work-related conferences/workshops. All travel shall be treated in accordance with the provisions of Federal Labor Standard Act (FLSA).

16. Governmental Committee Appointments

Any employee who is nominated for appointment to a City, County, State or Federal Commission may be granted release time for such service if:

- a. The employee has secured written approval from his/her immediate supervisor to participate in the activities of such public service unit, and
- b. The appointment is approved by the Director of Human Resources as beneficial to the District.

17. Release Time

Employees shall have release time, if requested by the employee, to attend official College activities/meetings such as College Day, Graduation Day, and College recognition ceremonies. The amount of release time to attend the designated events shall include the duration of the event and the appropriate travel time. The amount of release time for the luncheons is the time required in excess of the normal lunch hour. Employees will request this release time in advance and coordinate the release time with their supervisor to maintain coverage in the department. In the event that an employee is to be honored by the District at an official college activity/meeting the employee shall receive release time to attend the event.

18. Parental Leave

A natural or adopting parent may use up to ten (10) days of accrued sick leave for the purpose of bonding with the child in conjunction with adoption or child birth. Such leave is not in addition to the Pregnancy Disability Leave.

19. Campus Closure

When it is decided to close the College for periods other than early release prior to holidays, such as in emergencies, riots, or earthquakes, all scheduled leaves with pay shall be canceled and rescheduled.

C. LEAVES OF ABSENCE WITHOUT PAY

1. Purposes for Leaves of Absence Without Pay

Leaves of absence without pay for the following purposes may be granted by the Board upon the recommendation of the Superintendent-President and in accordance with the provisions of this Article.

- a. Family and Personal Reasons (beyond FMLA)
- b. Government Service (including, but not limited to, Peace Corps, Vista, elective office, etc.)
- c. Military Service (beyond thirty [30] days)
- d. Study and Retraining Leave

2. Conditions for Granting Leave Without Pay

Leave of absence without pay may be granted by the Board of Trustees upon filing of an application showing reasons which are deemed sufficient, subject to the following conditions:

- a. An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.
- b. Leave of absence shall not be granted for more than twelve (12) consecutive calendar months, with the following exceptions:
 - (1) Leave of absence for military service shall be granted as provided in the Military and Veterans Code.
 - (2) Leave of absence for government service, as defined above, shall not exceed twenty-four (24) consecutive calendar months.
- c. Family Care Leave
 - (1) The District shall comply with the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA). An employee with at least 12 months of service who has worked for the District for at least 1,250 hours during the preceding 12 months is entitled to up to 12 work weeks of unpaid family care leave during any 12 month period. In general, “family care leave” means leaves because of: (1) the birth of a child of an employee; (2) the placement of a child with an employee in connection with the

adoption or foster care of a child by an employee; (3) leave to care for a child, parent or a spouse who has a serious health condition; or (4) leave because of a serious health condition that makes the employee unable to perform the essential functions of his/her classification.

- (2) The District shall pay the employee's regular health benefits contributions for up to twelve (12) weeks during the twelve (12) month period. The District may recover the District's contribution if the employee fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.
- (3) A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility; or (2) continuing treatment by, or under the supervision of, a health care provider. Continuing treatment may be any one or more of the following: (1) a period of incapacity of more than three (3) consecutive calendar days, and subsequent treatment; or subsequent period of incapacity relating to the same condition involving treatment two (2) or more times by a health care provider; or (2) incapacity due to a chronic serious health condition such as asthma, diabetes or epilepsy, or treatment for such incapacity; or (3) incapacity due to a permanent or long-term condition for which treatment may not be effective, such as Alzheimer's disease or the terminal stages of a disease; or (4) absences to receive multiple treatments by a health care provider, including recovery from treatment, such as but not limited to, chemotherapy, radiation, physical therapy for severe restorative surgery after an accident and kidney dialysis.
- (4) An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible family care leave will be reduced by the amount of other leave used. In most cases, Pregnancy Disability Leave and Extended Sick Leave run concurrently with the CFRA and FMLA.
- (5) An employee is required to provide thirty (30) calendar days advance notice if the need for unpaid family leave is foreseeable. Any family leave request will be processed in accordance with the applicable provisions of State and Federal law.

d. Study or Retraining Leave

- (1) The Board of Trustees may grant an unpaid study or retraining leave to an employee for a period not to exceed one year for the purpose of participating in an identified course of study and/or retraining program which has a direct relationship to either the employee's current or prospective District position. The employee shall apply in accordance with the District established procedures and shall enumerate the plan of study or retaining program.
- (2) Such leave of absence may be taken in separate six (6) month segments or in any other appropriate segment, rather than a continuous period, provided separate segments of leave shall be commenced and completed in a three-year period. Any paid service between unpaid leave shall comprise a part of the service required for a subsequent study or retraining leave.
- (3) A Study or Retraining Leave may be granted to an employee who has served at least seven (7) years of paid service preceding the taking of the leave for Study or Retraining.
- (4) An employee granted such leave shall not earn vacation pay, sick leave, holidays or other benefits provided under this Agreement, but the employee may participate in the health and benefits programs of the District, provided that the employee provides reimbursement of any District expense in accordance with procedures established by the District.

3. Extension of Leave of Absence Without Pay

An employee who has been granted a year's leave of absence without pay may have the leave of absence extended for one (1) additional consecutive year for good and sufficient cause, provided that a satisfactory replacement is available.

4. Return from Leave of Absence Without Pay

Return from leave without pay shall be subject to the following conditions:

- a. An employee must give notification not less than thirty (30) days prior to the expiration of the leave without pay that it is the intention of the employee to return to active service.
- b. An employee will be assigned to the same position upon return to service following a leave of absence if absent six (6) calendar months or less or in excess of six (6) months if the employee's position is staffed by a substitute employee.

- c. A unit employee will be assigned to the first available position in the same class upon return to service following a leave of absence only if absent under one or more of the following conditions:
 - (1) Family and Personal Reasons (beyond FMLA)
 - (2) Government Service
 - (3) Military Service (beyond thirty [30] days)
 - (4) Study and Retraining Leave
- d. An employee returning from leave of absence who does not come within the above provisions will be assigned to a vacant position in the class in which the employee holds status. If no such vacant position is available, the employee's name shall be placed on the re-employment list for the class for a period of thirty-nine (39) months. He/she may return to a vacant position in a class at the same or a lower salary level for which he/she is qualified.
- e. If the classification has been abolished during the unit employee's absence, he/she shall be laid off for lack of work and placed on the re-employment list for the class effective the date of termination of leave. He/she may be returned to a vacant position in a class at the same or lower salary level for which he/she is qualified.

5. Effects of Leave Without Pay

- a. Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave or vacation privileges. However, employees absent on leave for study or retraining or government service shall include such time toward qualifying for advancement to the next higher step in the salary range in accordance with this Agreement. Employees absent on approved military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans Code upon returning to the District's employment.
- b. On return from leave of absence without pay, the employee shall be entitled to all rights, benefits and responsibilities in effect at the time of commencement of the leave.

6. Cancellation of Leave

The Board may, for cause, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation, provided that available transportation will permit him/her to report within that period.

7. Employment While on Leave

An employee, while on unpaid leave of absence previously approved by the Board of Trustees, may accept other employment provided the leave is primarily utilized for the reasons stated in the leave request. Employees on leave of absence will notify the District's Human Resources Department of such employment. Employees may receive payment for military service.

8. Out-of-Class Opportunities

In situations where the District has approved a leave of absence for a period of six (6) months or less, reasonable efforts will be made at District discretion for working out of class opportunities for other department employees. Employees must meet the minimum qualifications of the offered classification in order to receive consideration.

ARTICLE XIV

VACATION

A. Eligibility

Vacation shall be earned in accordance with provisions of this Article. Eligibility for vacation shall be determined as follows for employees:

1. Employees with either probationary or permanent status are eligible to earn paid vacation on a fiscal year basis: July 1 – June 30.
2. Earned vacation shall not become a vested right until completion of the initial six (6) month probationary period.
3. No payment for accumulated vacation shall be made to an employee who terminates prior to attaining permanent status.
4. Vacation should be requested at least three (3) working days in advance, whenever possible, of the time requested. If the employee decides not to take a vacation which was requested and granted, the employee must cancel the vacation request no later than the projected date of vacation.
5. Employees shall receive a written response, if requested, within forty-eight (48) hours of submitting a request for vacation.
6. No employee shall be required to use vacation during emergency periods when the College is closed such as fire, natural disaster (to include floods), civil disturbance, or state of emergency.

B. Vacation

Except as otherwise provided in this Article, paid vacation leave shall be granted not later than the fiscal year immediately following that in which it is earned. Where desired by the employee, and approved by the supervisor, the paid vacation shall be granted in the fiscal year in which it is earned.

C. Vacation Allowance

1. Vacation Allowance (Based on 2080 hours per fiscal year)

<u>Years</u>	<u>Days /</u>	<u>Hours</u>	<u>Rate Per Hours Worked</u>
1 - 3	14	112	.0538
4 - 6	16	128	.0615
7 - 9	18	144	.0692
10 - 12	20	160	.0769
13 - 19	22	176	.0846
20 - 24	23	184	.0884
25 - 29	24	192	.0923
30 - 34	25	200	.0961
35	26	208	.1000

2. The amount of vacation that an employee would earn for the year will be allocated to the employee at the beginning of the fiscal year. Employees should be advanced to their subsequent Rate Per Hours Worked based upon their original hire date in a permanent classified bargaining unit position.
3. Carryover vacation from the prior fiscal year will be according to the following schedule:

<u>Vacation Allowance</u>	<u>Vacation Carryover</u>
14	20
16	23
18	26
20	29
22	32
23	33
24	35
25	36
26	38

D. Rate of Pay for Vacation

1. The rate at which vacation is paid shall be the employee's current rate.
2. Employees whose vacations are earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.

E. Vacation Pay Upon Separation

1. Upon separation from employment, permanent employees shall be entitled to lump-sum compensation for all earned and unused accrued vacation.

ARTICLE XIV – VACATION

2. If an employee separates from employment and had been granted vacation which was not earned at the time of separation, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

F. When Vacation is Taken

1. Eleven or twelve-month employees may take vacation at times requested by the employee and mutually acceptable to the employee and the District. No employee may be required to take days off without pay during any non-teaching period.
2. The academic year or 217-day work year employees will be expected to take vacation due them during Christmas and/or Spring vacation periods. However, they may be allowed to take vacation at other times upon approval of the appropriate supervisor and then will be relieved from duty without pay during the Winter or Spring vacation periods for a number of days equal to that of the vacation taken.
3. When the manager denies an employee a vacation requested by the employee, the employee may appeal to the next level manager with the final appeal being made to the Vice President over the area. If the supervisor is a Vice President, the appeal shall be to the Superintendent-President.

G. Holidays During Vacation

No deduction shall be made from the vacation credit of any employee for holidays occurring during the assigned vacation period of the employee.

H. Interruption of Vacation

An employee in permanent status shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, providing the employee supplies notice and supporting information regarding the basis for such interruption or termination.

I. Vacation While on Non-Paid Status

An employee absent on leave without pay or an employee laid off for lack of funds shall not accumulate vacation credit during the period of absence from active service.

J. Vacation Credit While on Military Leave

Every employee who is a member of the National Guard or a member of the Reserve Components or force in the federal military, naval, or marine service, and who is granted a military leave of absence with pay, shall be granted all vacation privileges provided by the Military and Veterans Code.

ARTICLE XV EVALUATION

A. Reports Required

There shall be filed with the Human Resources Department an annual evaluation for each permanent employee evaluating his/her performance in his/her particular position for the period covered in the report. Permanent employees shall be formally evaluated annually. Unit members with five (5) or more years with the District may be evaluated once every two (2) years if the last two (2) evaluations have been overall outstanding.

B. Evaluation Process

1. It is understood that the evaluation process shall be used as a means of informing the employee of his/her performance through a careful and thoughtful assessment of the employee in the interests of furthering career development and enhancing job performance.
2. Each employee is to be evaluated by the immediate supervisor, who is defined as the manager responsible for the assignment and supervision of the employee's work area and not a member of the bargaining unit. Managers include administrators, department heads, coordinators, and managers/supervisors.
3. No bargaining unit employee may evaluate another unit employee. However, a bargaining unit employee who directs the work of a unit employee may give input to the manager responsible for the evaluation.
4. No manager shall impose additional rating criteria upon employees.

C. Evaluation Procedures

1. Procedures for Permanent Employees
 - a. Employees shall receive at least a 24-hour notice in advance of receiving their evaluation. At the time of this notice an evaluation conference shall be scheduled. The employee shall be notified at this time if any category rating contained within the evaluation is to be less than satisfactory and shall be informed of his/her right of representation.
 - b. All evaluations shall be given in an environment of privacy. Under no circumstances shall a manager discuss an employee's evaluation with other bargaining unit employees, except as provided in Section XV../B above.
 - c. A conference shall be held with the employee to discuss the annual performance evaluation. A copy of the evaluation document will be provided

ARTICLE XV – EVALUATION

to the employee at the time of the conference. The employee shall sign the evaluation form. The employee's signature confirms receipt of the evaluation report, but not necessarily agreement with the contents.

- d. Permanent employees shall be evaluated once each year. The annual evaluation period will be from the previous April 1 to the current March 30. The evaluation conference per Section XV.C.1.a. shall occur according to the following schedule:

Superintendent-President's areaby April 14
Human Resourcesby April 21
Economic and Resource Developmentby April 28
Administrative Services.....by May 5
Student Support Services.....by May 12
Academic Affairs.....by May 19

The evaluation conference may be extended due to an employee's or supervisor's absence or leave preceding the evaluation due date. It is understood that an employee's wage placement, step advancement, promotional or transfer opportunities are not tied to the annual evaluation.

- e. As it pertains to the Evaluation Form, ratings of 2=Needs Improvement or 1=Unsatisfactory for permanent employees must be supported by a statement of the facts and suggestions for improvement.
- f. An Evaluator may not give an overall rating of "2=Needs Improvement", or "1=Unsatisfactory" performance without first giving notice to the employee of their substandard performance during the evaluation period.

The Evaluator may reevaluate the employee if the evaluation includes a "2=Needs Improvement or "1=Unsatisfactory" rating. The reevaluation will be completed within 60-90 days of the evaluation conference and will pertain to the areas of "2=Needs Improvement or "1=Unsatisfactory". The employee will be reevaluated under these same conditions if requested by the employee. In either case, the reevaluation must be noted on the Classified Employee Evaluation Form. The employee shall be notified at this time if any category rating contained within the reevaluation is to be less than satisfactory and shall be informed of his/her right of representation.

- g. The employee may submit comments or a rebuttal statement to the evaluation within fifteen (15) days of the evaluation conference. The response will not exceed a total of three (3) pages and will be reviewed by Human Resources. The employee submittal will be attached to the evaluation and included in the permanent personnel file.

2. Procedures for Probationary Employees

- a. Probationary employees shall be evaluated by their supervisor during the second and fifth full months of employment. No probationary unit employee may be evaluated by another unit employee. However, a unit employee and an employee who directs the work of a unit employee may give input to the individual responsible for the evaluation.
- b. Employees shall receive at least twenty-four (24) hours notice in advance of receiving their evaluation. At the time of this notice an evaluation appointment shall be scheduled. The employee shall be notified at this time if any category rating contained within the evaluation is to be less than satisfactory and shall be informed of right of representation.
- c. Evaluations shall be given in an environment of privacy. Under no circumstances shall a manager discuss an employee's evaluation with other bargaining unit employees, except as provided in Section XV.B above.
- d. As it pertains to the Evaluation Form, ratings of "2=Needs Improvement or "1=Unsatisfactory" will include a statement of the facts and suggestions for improvement.

D. Evaluation Grievances

Any claim brought forth by an employee that alleges that the District has not complied with the Evaluation Procedures (Section XV.C.) shall be processed through the grievance procedure of this Agreement.

E. Revisions to the Evaluation Form

Any proposed revision of the Classified Employee Evaluation Form shall be submitted to the Union for review at least fifteen (15) work days prior to adoption. Any revision proposed by the District within the scope of bargaining, that is not mutually agreeable shall not be implemented until negotiated by the parties.

ARTICLE XVI

LAYOFF AND RE-EMPLOYMENT

A. General Provisions

1. Employees shall be subject to layoff for lack of work or lack of funds.
2. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first.
3. Re-employment shall be in the reverse order of layoff.
4. The term layoff as used in this Article shall apply both to instances of separation from District service and reduction in assigned time.

B. Notification of Layoff

1. If employees hired under specially funded projects are to be laid off at the end of the school year, such employees shall be given written notice of date of layoff, informed of displacement rights, if any, and re-employment rights. Layoff notice shall be given not less than sixty (60) calendar days prior to effective date.
2. If employees are subject to layoff, affected employees shall be given written notice of layoff as soon as possible, but not less than sixty (60) calendar days prior to the effective date.
3. Upon the decision of the District to reduce the number of employee(s) in the classified service of the District, written notice of layoff shall be sent by certified mail or delivered in person to the affected employee(s) and a copy of said notice shall be provided to the Union President.
4. A layoff notice shall contain:
 - a. A statement of the effective date of the layoff;
 - b. A statement of the employee's displacement rights;
 - c. A statement of the employee's re-employment rights;
 - d. A statement that the employee may be eligible for unemployment benefits;
 - e. A statement of the reason for layoff;
 - f. A statement of the reason the position has been eliminated; and

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- g. An up-to-date seniority list of all classifications in which the employee has seniority.
- 5. No permanent or probationary employee shall be laid off from any position while employees serving under emergency, provisional, or limited term employment are retained in positions of the same classification.
- 6. Failure to serve proper notice shall require the issuance of a new thirty (30) working day notice or provide correction of the deficient notice.

C. Computation of Seniority

- 1. Seniority is determined by actual hours in paid status, excluding overtime. All hours assigned to an employee for a summer school assignment shall be considered “hours in paid status” for the purpose of this Agreement.
- 2. Hours in paid status shall not include any service performed prior to entering into probationary or permanent status in the classified service.
- 3. All service in the classification plus higher classifications shall count as seniority within classification.
- 4. An employee transferred from one class to another shall retain his/her seniority in the former class; seniority in the new class shall begin on the date of transfer.
- 5. No seniority shall be earned during periods of separation from the service of the District except during Military Leave and unpaid industrial injury/illness leave.
- 6. A permanent employee laid off and subsequently reinstated within thirty-nine (39) months shall regain the seniority earned prior to the time of layoff.
- 7. In the event of a tie in a class, preference shall be given to the employee with the earliest date of paid employment with the District, excluding Limited Term Employment assignments. If a tie still exists, preference shall be given to the employee with the earliest date of paid employment with the District, including Limited Term Employment assignments. If a tie still exists, the employees shall draw lots to determine preference.
- 8. Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for re-employment, shall be notified through certified mail by the District as to the date of the opening at his/her last address known to the District. The employee must respond in writing within seven (7) working days of issuance of the letter or be deemed to have declined the offer.

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9. Seniority Rules for Implementation of Classification Changes

- a. Employees going from an existing classification to another existing classification shall earn seniority in the new classification as of the effective date established by the Personnel Commission.
- b. Employees going from an existing classification which is being eliminated by a Personnel Commission classification study and going into an existing classification at the same level shall earn seniority on the basis of time served in the classification which is being eliminated becoming seniority in the new classification.
- c. Employees going from a classification which is being eliminated by a Personnel Commission classification study and going into an existing classification at a different level shall earn seniority in the new classification as of the effective date established by the Personnel Commission.
- d. Employees moving from a classification which is being eliminated by a Personnel Commission classification study and going into a classification that is being created as a result of the study shall earn seniority on the basis of time served in the old classification becoming seniority in the new classification.

D. Employee Rights and Privileges

1. Permanent employees who are laid off may exercise displacement rights in their class or in any class with the same or lower maximum salary in which they hold seniority credit greater than an incumbent. The employee to be displaced shall be the one with the least seniority in the class plus higher classes.
2. Voluntary Demotion in Lieu of Layoff
 - a. Employees may elect a voluntary demotion to a vacant position in a lower class or transfer to a vacant position in an equal class in which they have not served provided they are qualified to perform the duties.
 - b. Employees accepting a voluntary demotion or reduced time in lieu of layoff are eligible for reinstatement to their former class or assigned time when a vacancy occurs. Such employees will be given proper seniority placement on a re-employment list for 39 months plus 24 months provided the same tests for fitness under which they qualified for appointment to the class shall still apply.
 - c. To be considered for demotion in lieu of layoff, an employee must notify the Human Resources Department of his/her request in writing no later than

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five (5) working days after receiving Notice of Layoff and Displacement Rights.

3. Assignment as a Limited-Term Employee

Permanent and probationary employees shall have the right to replace a limited-term employee in a classification for which they are qualified as determined by the District. If qualified permanent or probationary employees refuse the temporary assignment, the limited-term employee may be retained in the position.

4. Retirement in Lieu of Layoff

- a. Any employee who elects service retirement in lieu of layoff shall be placed on an appropriate re-employment list.
- b. District shall notify PERS that retirement was due to layoff for lack of work or lack of funds.
- c. If the employee later accepts reinstatement (in writing), the vacant position shall remain vacant until PERS has properly processed his/her request for reinstatement.

5. Notification of Personnel Commission Examinations

Employees laid off shall be notified of promotional examinations and have the right to participate if they desire during the thirty-nine (39) month period after layoff.

6. Preferential Re-employment

- a. Employees laid off will be placed on a preferential re-employment list and selected in a reverse order of layoff for the first opening occurring in any class in which they had seniority, for a period of up to thirty-nine (39) months.
- b. If during an employee's eligibility period for re-employment a classification of a laid off employee(s) becomes vacant, the Chief Human Resources Officer or designee shall send written notice by certified mail to the last known address of such employee(s) offering re-employment in order of service.
- c. The re-employment list for a class shall be used before any other means of filling vacancies for that class. The following rules shall also apply: employees on a preferential re-employment list may decline two (2) offers of re-employment in their former class. After their third refusal in writing, no additional offers will be made and the employees shall be considered unavailable until they indicate otherwise in writing.

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7. Re-employment in a Lower Classification

Employees on a re-employment list may be re-employed in a position in a related lower class, without further competitive examination, over other candidates on the open or promotional eligibility list as a permanent, probationary or limited-term employee providing they are physically able to perform the duties. Such candidates shall not have rights over candidates on the class re-employment list. If re-employed as a permanent employee, it shall be with the same seniority, accumulated sick leave, eligibility for vacation allowance and other privileges which he/she had acquired at the time of layoff and at the same step in the salary range as he/she would have been entitled to at the time of layoff provided that the maximum salary step for his/her class is not exceeded.

8. Re-employment Rights

- a. If there has been a break in service following layoff, re-employment shall be at the same step in the salary range received at the time of layoff. The employee shall have the same seniority, accumulative sick leave, eligibility for vacation, and other privileges which he/she had acquired at the time of layoff.
- b. If there has not been a break in service following layoff, the employee shall retain his/her anniversary date and be credited with time served in a lower class or classes since layoff for salary advancement purposes, and for accumulative sick leave and vacation earnings. Time served in lower classes following layoff shall be credited only in those classes for seniority in class purposes. Upon re-employment to his/her former higher class, the employee shall resume the seniority credit in the class in which re-employed that was credited at the time of layoff.
- c. If an employee laid off is on an eligibility list for a class he/she has never held, he/she shall retain his/her position on the list until he/she is placed or the list is abolished.
- d. Employees laid off do not accumulate seniority credit while on a re-employment list.
- e. Provisional or limited-term employees whose services were discontinued because of lack of work or lack of funds shall hold no re-employment rights.

9. Unemployment Insurance Benefits

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Employees who are laid off and not placed in other positions may be eligible for Unemployment Insurance Benefits.

10. Insurance Provision

- a. The District shall continue to pay health and welfare benefits for laid off employees according to the following schedule: If the layoff is effective between the 1st and 15th day of a month, paid coverage shall continue for the remainder of that month, plus the following month; if the layoff is effective between the 16th day and the end of the month, paid coverage shall continue for two (2) months thereafter.
- b. After six (6) months of District paid health and welfare benefits, an employee who has attained permanent status shall be entitled to continue the insurance plans provided in Article XI [Health and Welfare Benefits], for the period in which he/she is on a re-employment list, subject to the terms of the appropriate insurance policies and carrier approval. In no event shall a laid off employee be allowed to continue health and welfare coverage after layoff if he/she accepts gainful employment elsewhere or otherwise becomes eligible for said coverage through other sources.
- c. The employee on layoff status shall pay the monthly premium cost on the dates designated by the District in order to continue such coverage.

11. If an employee raises a challenge to the layoff during the thirty (30) day layoff notice period, the remedy, if any, will be retroactive to date of issuance of the layoff notice. For challenges occurring after the thirty (30) day layoff notice period, the remedy, if any, will be retroactive to the date the challenge is filed.
12. During the term of the Agreement, the District shall not use volunteer Instructional Aides to assist certificated personnel in paraprofessional duties in lieu of abolished Instructional Aide positions or in lieu of laid off Instructional Aides. If the District uses volunteers in lieu of other abolished bargaining positions, the Union may request to negotiate on said usage. Said negotiations request shall not prevent or detain the District from proceeding with or implementing any layoff actions in progress.
13. During the term of the Agreement, any existing classified employee bargaining positions that may be eliminated due to lack of funds or lack of work shall not permanently be filled by employees outside the classified service or by student assistants. For limited term assignments in a class where a re-employment list exists, the District shall make a good faith effort to utilize the service of laid off employees in said class.
14. Employees issued a layoff notice shall receive sixteen (16) hours release time for seeking employment.

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15. Workloads and Layoff / Reduction in Assigned Time

The revision of work schedules of employees in classifications affected by layoffs or reductions in assigned time is a gradual process; therefore, no definitive description or redistributed workloads can be made prior to, or at time of said reductions. However, the Union may designate representatives to consult with the Director of Human Resources, or designee, regarding the redistribution of workloads as contemplated herein and for subsequent layoffs/reductions that may occur. Normally, said consultation shall take place within sixty (60) days of the effective date of layoff/reduction. Within his/her work shift, an employee shall not be required to additionally perform an unreasonable amount of the work assignment of a laid off employee.

16. The employee shall be entitled to all remaining pay, including vacation pay and earned wages. All such pay shall be issued on the Regular Monthly payroll that is issued at the end of the month in which the separation takes place.

E. Seniority Notification

The District will post to the Long Beach City College intranet a seniority list to be updated on a monthly basis.

F. Seniority Rosters

At least five (5) working days prior to the official notification of a layoff, the District will provide LBCCE with a Seniority Roster

G. Grievability

1. The District and the Union agree that any District decision to layoff, as well as its determination of a lack of funds or lack of work for such layoffs, shall be excluded from the provisions of Article XVIII [Grievance Procedure] of this Agreement.
2. Those provisions that are subject to the provisions of Article XVIII [Grievance Procedure] may be initiated at Level Three of the grievance procedure.

H. Waiver

The District and LBCCE each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to layoff actions, and effects related thereto, during the term of the current Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated the current Agreement.

ARTICLE XVII
DISCIPLINARY ACTION

- A. Permanent employees shall be subject to disciplinary action for just cause.
- B. Disciplinary action may include termination, suspension with or without pay, demotion, or written reprimand. No disciplinary action shall be taken against any unit employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of a Notice of Disciplinary action, unless such cause was concealed or not known to the District. The District retains the right to terminate probationary employees without cause.
- C. Employees shall have the right to a LBCCE representative and LBCCE staff member present during any disciplinary meeting, hearing or appeal conducted by the District Administration and reasonable travel time to and from the disciplinary meeting, hearing or appeal. The right of representation shall not unreasonably delay any disciplinary meeting or hearing. Whenever possible, the District shall provide at least twenty-four (24) hours notice of all proposed disciplinary meetings, in part, to facilitate a unit member's exercise of representational rights to this Section. Such notice shall indicate the subject matter of the meeting.
- D. The following procedures will be utilized to provide progressive discipline for permanent employees prior to taking disciplinary action. Progressive discipline is intended to correct deficient performance.
 - 1. Within thirty (30) calendar days of the immediate supervisor's knowledge of an act or omission that may give rise to discipline (excluding the acts or omissions specified in Section XVII.E.) the District shall meet with the employee to notify the employee of the act(s)/omission(s) to be corrected and give suggestions for improvement. Notes may be kept of the meeting but the notes shall not be placed in the employee's personnel file subject to the provisions of Section XVII.D.4. A copy of the notes may be given to the employee, however, no signature is required to establish receipt of the notes.
 - 2. If within one-hundred twenty-five (125) calendar days from the meeting, same or similar behavior repeats itself, the supervisor shall conduct a meeting with the employee.
 - 3. Following the meeting, and if the District determines that a warning notice is appropriate, then the employee will receive a written notice from the District advising the employee of the reasons for the warning notice and suggestions for improvement.
 - 4. This warning notice will not be placed in the employee's personnel file if the act(s)/omission(s) is/are corrected within one-hundred twenty-five (125) calendar days of issuance of the written warning notice. Correction for the purpose of this

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section shall be defined as satisfactory completion of the suggestions for improvements as specified in Section XVII.D.3.

5. If same or similar behavior occurs within one-hundred twenty-five (125) calendar days of the written notice, then the District may take disciplinary action under Section XVII.F.
- E. It is recognized that certain acts or omissions are not compatible with the progressive discipline concept. The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action.
1. Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material information supplied to the District, including but not limited to, information required on application forms and employment records.
 2. Appearing for work under the effects of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/LBCCD Foundation. “On District property” shall also include District vehicles or facilities used to conduct District business.
 3. Appearing for work under the effects of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state-licensed physician and which the employee is using according to the prescription directions.
 4. Conviction of a sex offense as defined in Education Code §87010.
 5. Conviction of a controlled substance offense as defined in Education Code §87011.
 6. Willful misuse, destruction or theft of District property, student body property, or the property of an employee or student.
 7. Any action that causes harm to District employees, students or the general public consistent with just cause.
 8. Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.
 9. Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict, or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
 10. Absence from work of five (5) consecutive working days without authorization, permission or good cause.

ARTICLE XVII – DISCIPLINARY ACTION

11. Ethnic, racial, religious, or sexual harassment of another person.
12. The uninsurability of an employee to drive a District vehicle when such is a requirement of the employee's position. Upon notification or confirmation by the District's insurance carrier, employees shall not be subject to discipline, except as provided below.
 - a. The District shall attempt to reassign the employee within the same class or to a vacant position in a related class with approval of the Personnel Commission not requiring operation of a motor vehicle.
 - b. If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the new classification pursuant to the Personnel Commission Rules and Regulations.
 - c. Any demotion or reassignment to a related but lower classification will result in the employee being paid at the salary range of the new classification.
 - d. If the procedures in subparagraphs Section XVII.E.12.a. and XVII.E.12.b. cannot be accomplished, the District may pursue discipline.
13. Failure to maintain a license or certification required for the classification. Employees shall not be subject to discipline under this section, except as provided below.
 - a. The District shall attempt to reassign the employee within the same class or to a vacant position in a related class with approval of the Personnel Commission not requiring the license or certification.
 - b. If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the new classification pursuant to the Personnel Commission Rules and Regulations.
 - c. Any demotion or reassignment to a related but lower classification will result in the employee being paid at the salary range of the new classification.
 - d. If the procedures in Section XVII.E.12.a. and XVII.E.12.b. cannot be accomplished, the District may pursue discipline.

ARTICLE XVII – DISCIPLINARY ACTION

- F. The following procedures will be utilized to process disciplinary action:
1. When the District recommends disciplinary action for a permanent employee, it shall serve the employee with a notice of recommended disciplinary action and inform the employee of the option to have such notice forwarded to the Union. Such notice shall in ordinary and concise language set forth the specific causes and charges for disciplinary action. In addition, the notice shall advise the permanent employee of his/her right to respond to the notice within ten (10) working days from receipt of the notice.
 2. In the event a permanent employee elects to respond to the notice of recommended disciplinary action, the employee shall be provided the opportunity for a due process hearing (Skelly) before a Vice President or designee who is not a party to the proposed disciplinary action, either as the supervisor initiating the proposed disciplinary action or as a direct witness to the proposed charges. In the alternative, the employee may elect to respond in writing to the notice of recommended disciplinary action to the Vice President or designee.
 3. After the permanent employee has had an opportunity to respond to the notice of recommended disciplinary action, has not requested an opportunity to respond, or has failed to request an opportunity to respond in the prescribed time period, a decision by the District shall be made whether to proceed with a recommendation for disciplinary action. In the event that there is a recommendation for disciplinary action, it shall be submitted to the Board of Trustees.
 4. The Board of Trustees may either accept, modify or reject the recommendation for disciplinary action. The permanent employee shall be provided written notification of the Board's decision. In no case may the Board impose greater discipline than the recommended disciplinary action.
 5. If disciplinary action is imposed as a result of this procedure, the affected employee shall be provided written notification of his/her right to appeal to the Personnel Commission within fourteen (14) calendar days of receipt of the Board's decision.
- G. The procedures set forth herein shall include the provisions of Education Code §88123, or any successive legislation thereto.
- H. Only the procedures set forth in this Article shall be subject to the grievance article of this Agreement. The subjective judgment to impose discipline and the Personnel Commission's decision responsive to an employee's appeal shall not be subject to the grievance procedure of this Agreement.
- I. In the event that legislation is passed regarding the ability to authorize arbitration in lieu of an appeal of disciplinary action to the Personnel Commission, the parties agree to meet and negotiate within thirty (30) calendar days of the effectiveness of such legislation.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a formal written allegation by a grievant that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. A “grievant” is an employee(s) and/or LBCCE on behalf of an employee(s), or itself, who is affected by the alleged violation.
3. A “day” is any work day in which the administrative offices of the District are open for business.
4. The “immediate supervisor” is the designated manager having immediate line authority over the grievant.
5. A “Representative” is the Job Steward, other unit employee or union employee appointed by LBCCE to serve as the representative of the unit employee at any level of the grievance process.
6. A District “Classified Grievance Form” is the official form on which all grievances must be filed and responded to at each level of the grievance process.

B. Informal Level

Within fifteen (15) days after the employee and/or LBCCE knew, or reasonably should have known, of the alleged violation, the grievant shall attempt to resolve the grievance by an informal conference with the immediate supervisor.

C. Formal Level

1. Level 1 (Dean/Director of Area Being Grievied)

Within fifteen (15) days after the informal conference, should the grievance not be resolved, the grievant must present his/her grievance in writing on the District Classified Grievance form to the Dean/Director of the area being grievied, with a copy to Human Resources. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is alleged to have been violated, the decision, if any, rendered at the informal conference, and the specific remedy sought. The Level 1 grievance meeting will be held within fifteen (15) days of receipt of the grievance. The Dean/Director shall communicate his/her decision to the grievant in writing within fifteen (15) days of the Level 1 grievance meeting. If the

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Dean/Director does not respond in the prescribed time period, the grievant may appeal to the next level. When the immediate supervisor at Level 1 is the Dean or Director over the area being grieved, the informal level shall be presented on the Level 1 grievance form. It is expressly understood that once a decision is rendered at this level, the employee shall file at the appropriate Vice Presidential level.

2. Level 2 (Appropriate Vice President or Chief Human Resources Officer)

- a. In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision on the District Classified Grievance Form to the appropriate Vice President or Chief Human Resources Officer within fifteen (15) days after receipt of the decision of the Dean/Director of the area being grieved or within fifteen (15) days after the Level 1 response should have been received.
- b. This statement shall include a copy of the original grievance and the decision rendered by the Dean/Director of the area being grieved, if available, and a clear, concise explanation of the reasons for the disagreement with the Level 1 decision and appeal.
- c. The appropriate Vice President or Chief Human Resources Officer shall communicate his/her decision to the unit employee in writing within fifteen (15) days after receiving the written appeal. Either the grievant or the appropriate Vice President may request a personal conference within the fifteen (15) day time limit. If no response is made in the prescribed time period, the grievant may appeal to the next level. In the event either party requests a conference, the Vice President or Chief Human Resources Officer shall communicate his/her decision in writing within fifteen (15) days of the Level 2 grievance meeting.

3. Level 3 (Mediation)

- a. This level of the grievance procedure may be waived by mutual agreement of the grievant and the District, and the process continued at Level 4.
- b. If the grievant is not satisfied with the decision at Level 2, he/she may within fifteen (15) days after the receipt of the decision at Level 2, appeal the decision on the District Classified Grievance Form. The grievant must submit this form, consisting of a written request for mediation of the grievance, to the Director of Human Resources. The request must include a copy of the original grievance and appeals, the decision rendered, a clear, concise statement of the reasons for the appeal to Level 3, and specify the issues still in dispute. The District shall within fifteen (15) days after receipt of the written request submit to the California State Mediation and Conciliation Service a request for the immediate services of a mediator.

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- (1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
- (2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect, and thus waive the right of either party to further appeal of the grievance.
- (3) The mediation sessions shall be scheduled by mutual agreement through the District and LBCCE.
- (4) Failure of the grievant to appear at the mediation session, except in case of good cause, he waiver of the opportunity for mediation and denial of the grievance.

4. Level 4 (Binding Arbitration)

- a. If a resolution of the grievance is not achieved as a result of Level 3, (Mediation), the grievant may request LBCCE to submit the grievance on the District Classified Grievance Form to binding arbitration. This form shall include the approval of LBCCE to submit the grievance to binding arbitration. LBCCE's written request for arbitration must be made to the Director of Human Resources within twenty (20) days of the date of the mediation session at Level 3, unless the parties mutually agree in writing to waive Level 3, (Mediation). If there is a written waiver of Level 3, (Mediation), the request for Level 4 (Binding Arbitration) must be made within twenty (20) days of the date of the written waiver.
- b. Upon receipt of LBCCE's request for binding arbitration, the parties shall, within ten (10) days after receipt of the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either the LBCCE or the District may request the State Mediation and Conciliation Service to provide a list of seven (7) arbitrators experienced in hearing grievances pertaining to higher education. Such request shall be made within twenty (20) days after receipt of LBCCE's request to arbitrate. LBCCE and the District shall select an arbitrator by alternately striking names. The order of striking shall be determined by flipping a coin. Failure to request a list of arbitrators from the State Mediation and Conciliation Services shall constitute a waiver of the grievance.
- c. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no authority to hear evidence and/or rule on any sections of this Agreement that were not present in the original grievance, formal Level 1. The parties shall attempt to agree upon a statement of the issue(s) to be

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submitted to arbitration. If the parties cannot agree, the arbitrator shall determine the issues by referring to the written grievance documents. After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall issue a written decision to the parties within thirty (30) calendar days after closure of the hearing record. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The decision of the arbitrator shall be binding on the parties.

- d. The costs of the arbitration shall be borne equally between the parties. These costs include but are not limited to per diem expenses, travel and travel time. Either party may request that the hearing be recorded. The costs of a certified court reporter shall be paid by the party requesting the reporter and only the party paying for the reporter shall receive a transcript of the hearing. Alternately, both parties may mutually agree to share equally the costs of the reporter in which case both parties shall receive a copy of the transcript. Each party shall bear the expense of the preparation and presentation of its own case. If either party cancels a scheduled arbitration date, the moving party shall be responsible for the cancellation fee, if any.

D. Miscellaneous

1. Time Limits

Failure of the grievant to file or appeal a grievance within the time limits contained in this Agreement constitutes a waiver of that particular grievance. Time limits may be extended by mutual agreement of the parties.

2. Group Grievance

Whenever the District and LBCCE agree, individual grievances may be combined and processed together providing that the alleged violations arise out of the same or similar facts and circumstances and if such agreement is reached shall be filed at Level 1.

3. Grievance Level

Whenever the District and LBCCE agree it is appropriate, they may permit a grievance to be initiated at any step in the grievance procedure.

ARTICLE XVIII – GRIEVANCE PROCEDURE

4. Employee-Processed Grievance

An employee covered by this Agreement may present a grievance directly and have such grievance processed without intervention of LBCCE as long as the adjustment is not inconsistent with the terms of this Agreement. LBCCE shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, LBCCE shall be given the opportunity to file a written response to the proposed resolution.

5. Witnesses

The District shall make available for testimony in connection with an arbitration hearing any District employee whose appearance is requested and needed by the grievant or LBCCE. Any employee witness required to appear in connection with the arbitration hearing shall do so without loss of pay or benefits. Witnesses may attend a mediation session with agreement of the parties and the mediator without loss of pay or benefits.

6. Grievance Processing During Working Hours

The grievant and the LBCCE representative or designated job steward shall be entitled to formally process the grievance during the normal working hours with no loss of pay or benefits. If the grievant is assigned to a shift which does not coincide with the hours when District administrative offices are open, he/she shall be given compensating time off on the same day.

7. Grievance Records

All materials concerning an employee's grievance shall be kept separately from the employee's personnel file. The grievance and responses thereto shall only be available for review by the employee, the LBCCE representative and those supervisory personnel involved in the grievance, unless otherwise authorized by law.

8. Job Stewards

A job steward, or other designated LBCCE representative who is acting as the representative of an employee in the formal processing of grievances shall be released without loss of salary at reasonable times to formally process the grievance. A job steward or other LBCCE designated representative and/or the grievant shall notify his/her immediate supervisor when exercising release time to attend meetings or hearings with District personnel.

- a. The meeting and hearings at the various levels of the grievance process shall be scheduled at mutually convenient times. Up to two (2) LBCCE representatives and the grievant and two (2) District representatives and the

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supervisor may be present at the formal grievance meetings, unless otherwise mutually agreed.

- b. A job steward shall be permitted to file a grievance or grievance appeal on behalf of an employee upon the signature of the grievant. The grievant may attend the conferences at each level.

9. Request for Records

The District and LBCCE shall have the right to receive within ten (10) days of request from each other all documents necessary and relevant to investigating and processing the grievance. The documents shall be those legally available to both parties and the production of which shall not be unduly burdensome to the District or LBCCE.

10. Settlements

The District and LBCCE agree to cooperate in the enforcement of grievance settlements negotiated at any level of the grievance process. An LBCCE representative shall be given reasonable release time for this purpose. A written or verbal notice from the representative to his/her immediate supervisor and the Human Resources Department shall be sufficient for the release time to be given. The immediate supervisor is defined as the manager over the representative's area.

ARTICLE XIX

PERSONNEL FILES

- A. “Personnel files” means all records contained in the employee’s official District personnel file. There shall be only one official personnel file for each employee; it shall be located in the Human Resources Department. The material in the official personnel file shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. However, nothing herein precludes the District from taking appropriate disciplinary action pursuant to Article XVII [Disciplinary Action] based on information not contained in the employee’s official District personnel file.
- B. Personnel files shall be kept in confidence and shall be made available for inspection (except for material exempted by statute) only by the employee, a representative of the Union (with the employee’s written authorization) and to other employees of the District only when actually necessary in the proper administration of the District’s affairs or the supervision of the employee.
- C. If access to, or copies of, personnel file data or any other employee records are granted to any other persons through legal process, the employee shall be so notified within two (2) working days after District compliance with the legal process.
- D. No material whose origin cannot be identified may be placed in the official personnel file. Derogatory material must bear the name of the administrator or supervisor who authorized placement of the material in the employee’s official personnel file along with the date of such placement.
- E. In the case of derogatory materials related to an employee’s assigned duties, such material shall not be entered in the employee’s official personnel file unless and until the employee is given notice and an opportunity, within ten (10) days (as defined in Article XVII [Disciplinary Action]), to have such comments attached to the material in question. When an employee is on leave, the notice shall be personally delivered or mailed to the employee’s address of record. The employee shall have ten (10) days from receipt to attach his/her comments to the material in question. The attachment of this response shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- F. An employee shall have the right to submit materials for placement in his/her official personnel file if it is determined that the material is pertinent to his/her employment status.
- G. An employee shall have the right during his/her non-working time to examine any material from his/her official personnel file by requesting an appointment with the Human Resources Department. An employee may obtain copies of documents with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

ARTICLE XIX – PERSONNEL FILES

- H. The District shall keep a log in the official personnel file indicating the persons outside of the Human Resources Department who have examined a personnel file as well as the date such examinations were made. The log shall be maintained in the employee's official personnel file for three (3) years.
- I. Employees shall not be subject to discipline for materials entered in their official personnel files which are over twenty-five (25) months old. Employees shall have the option of requesting that derogatory material which is over twenty-five (25) months old be sealed in their official personnel files.
- J. Employee employment verifications, wage attachments, subpoenas, records, or any request involving confidential information sent to the Human Resources Department or any other department at Long Beach Community College District shall remain confidential and shall not be discussed among employees of the District.

ARTICLE XX
SICK LEAVE SHARING

- A. Sick leave sharing shall consist of:
1. Donations of sick leave hours from one employee to another specific classified employee, designated by the donor, with a serious health problem;
 2. Donations of sick leave hours to a sick leave pool to assist employees with catastrophic illness;
 3. Donations of sick leave hours to employees that must be absent to care for a family member who suffers from a catastrophic illness or injury; or
 4. Donations of sick leave hours to a sick leave pool to assist employees with catastrophic illness or to care for a family member who suffers from a catastrophic illness or injury.
- B. A serious health problem, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, (ten (10) or more days) or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully paid sick leave and other paid time off. Examples include, but are not limited to, life threatening injury or illness; cancer; AIDS; heart surgery; stroke.
- C. The intent of this Article is to assist classified employees with a serious health problem, catastrophic illness or injury, who have exhausted their sick leave and other fully paid leave and whose documented prognosis is that they will be able to return to work. This donation may be made to another specific classified employee, confidential employee, management-supervisory, classified manager or to the sick leave pool.
- D. Employees receiving donations shall receive hour for hour credit, in paid status, for sick leave donated by other District employees.
- E. Employees may donate in hourly increments, but must donate a minimum of eight (8) hours to the sick leave sharing pool in order to be eligible to use the sick leave sharing pool. Part-time employees working nineteen (19) hours or less per week must donate a minimum of four (4) hours to the sick leave sharing pool in order to be eligible to use the sick leave sharing pool.
- F. Human Resources will annually distribute a request to donate to the sick leave sharing pool during the month of September. New employees will have up to one (1) year from the date of employment to donate to the sick leave sharing pool.

ARTICLE XX – SICK LEAVE SHARING

- G. It is expressly understood that participation in the sick leave sharing plan is voluntary and shall require the written authorization of the employee. Employees voluntarily participating in this program shall hold the District and LBCCE harmless for any and all disputes arising out of this provision. Participation in the voluntary sick leave sharing program is not subject to the Grievance Procedure in this Agreement or District policy.
- H. Requests to donate sick leave hours to individual classified employees or for use of the sick leave pool shall be approved by the Catastrophic Illness/Injury Committee consisting of one member designated by the LBCCE President and one member designated by the District.
- I. Sick leave hours may be donated to an employee for a serious health problem, catastrophic illness or injury if all of the following requirements are met:
 - 1. The employee who is, or whose family member is, suffering from a serious health problem, catastrophic illness or injury requests that sick leave hours be donated and provides verification of a serious health problem, catastrophic injury or illness as required by the District.
 - 2. The District determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury for an extended period of time.
 - 3. The employee has exhausted all fully paid leaves including sick leave, accrued compensation time, and vacation.
- J. The employee may augment extended leave, not to exceed 100 percent of an individual's assignment, with sick leave sharing.
- K. The maximum amount of time that donated leave credits may be used per employee is six (6) consecutive months. In unusual circumstances, the Catastrophic Illness/Injury Committee may consider and approve a request to extend the period of use of donated days for a period up to six (6) additional months. The employee who receives this extended benefit will be deemed to be on a paid medical leave of absence, and if the employee is not able to return to duty at the end of this leave, he/she will be placed on a thirty-nine (39)-month re-employment list per Article XIII.B.2.j.
- L. All transfers of eligible leave hours to the sick leave sharing pool shall be irrevocable. Hours donated to specific individuals by other specific individuals shall be credited to the employee(s) when actually needed and if not needed, shall be returned to the donor(s). If a portion of the donated sick leave is used, sick leave hours remaining unused shall be prorated among the donors.
- M. Any employee who receives paid leave pursuant to this Article shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Article.

ARTICLE XX – SICK LEAVE SHARING

- N. Any employee who has omitted relevant information or provided falsified information on his/her medical history or other medical documentation may be denied access to the benefits of this plan.
- O. Employees donating sick leave hours shall not be ineligible for the vacation bonus program that rewards employees who have not used their sick leave. Donated sick leave shall not count as sick leave usage for purposes of the vacation bonus program.

ARTICLE XXI
HEALTH AND SAFETY

A. Health and Safety Commitment

The District agrees to provide a safe and healthy work place for all employees.

B. Emergency Preparedness and Safety Advisory Committee

The District Emergency Preparedness and Safety Advisory Committee will be composed of representatives of District constituent groups, including two (2) members appointed by LBCCE (one from each college campus). LBCCE representatives shall be granted release time to serve on the Committee.

C. Reporting of Unsafe Conditions and Accidents

1. All employees have a responsibility to advise the District of any condition which a reasonable person would consider unsafe. In the event of the absence of the immediate supervisor, the employee will report such observations to the appropriate manager.
2. Employees shall not be discriminated against, nor shall they experience any repercussions as a result of reporting unsafe conditions.
3. LBCCE may make such reports on behalf of an employee or group of employees.
4. Employees shall immediately report all accidents to their supervisors.

D. Facilities Declared Unsafe

In the event a facility is declared to be unsafe or unhealthy by the District or other legal authority, employees will be temporarily reassigned or be released from duty and without loss of compensation.

E. Corrective Action

The District shall promptly investigate and correct any workplace condition that is not safe or healthy within thirty (30) calendar days from the time the condition is verified by the District Facilities Office. This requirement shall be waived when situations beyond the control of the District prevent corrective action within that period.

F. Emergency Procedure

Situations not covered by the above and deemed to be of an imminent danger or destructive nature shall be reported to the College Police Department or when appropriate, the off-site

ARTICLE XXI – HEALTH AND SAFETY

administrator. The District shall provide employees assigned to off campus locations with a notice of the location of the off-site administrator, if any, for his/her work site.

G. Safety Equipment and Materials

Safety equipment and/or materials required by the District shall be provided to employees. The District shall provide training in the use of the safety equipment and/or materials required in the performance of the assigned duties and responsibilities.

H. Employee Training

The District will provide the opportunity for first aid and/or CPR training for all employees whose job description requires the employee to maintain first aid and/or CPR certification.

I. Industrial Injury or Illness Leave

If an employee is injured or becomes ill resulting from an unsafe work condition, the employee will be eligible to apply for Industrial Injury and Illness Leave in accordance with the provisions of Article XIII.B.2.

ARTICLE XXII

TRANSFERS

A. Definition of Vacancy

1. For purposes of this Article, a vacancy shall occur when a new position is created or an existing position is vacated by the incumbent of a position who transfers to a new position or terminates employment with the District.
2. The District will not fill a vacant unit position with a non-unit employee for more than three (3) months without conferring with LBCCE.

B. Definition of Transfer

A transfer is a relocation of an employee between departments, job sites within the same classification or to a related classification within the same salary range.

C. Voluntary Transfer

Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicant. Employees who have requested a transfer shall be given consideration for a transfer based upon, but not limited to seniority, job performance, qualifications, and the needs of the District.

D. Denial of a Transfer

1. An employee denied a transfer may request a meeting with the administrator who made the decision to deny the transfer.
2. Following such meeting(s), an employee may request and shall receive written rationale for the denial of the transfer request. A copy of the written response shall become part of the employee's permanent personnel file.

E. Administrative Transfer

Either the LBCCE or the District may recommend an administrative transfer at any time such assignment is in the best interest of the District or employee for appropriate work-related reasons.

1. District Administrative Transfer

The District may effect an administrative transfer at any time such assignment is in the best interest of the District for appropriate work-related reasons. In such situations, the employee shall be provided written notice not less than five (5) days prior to the transfer.

a. Conference To Discuss Administrative Transfer

An employee who has been involuntarily transferred may, within five (5) working days after receiving written notification, request and shall be granted a conference with the appropriate administrator to discuss the administrative reassignment. An employee may also request a written rationale for the administrative assignment and the benefits that would accrue to the District as a result of the transfer.

b. Administrative Transfer of Probationary Employee

A probationary employee administratively transferred to a position in his/her class shall acquire permanent status in the class upon completion of the balance of the probationary period.

c. General Ineligibility of Probationary Employee

An employee in his/her initial probationary period with the District may not be transferred to a position in a related class, but must be appointed from the appropriate eligibility list.

2. Union Recommended Transfer

A Union-recommended transfer may be proposed at any time such assignment is in the best interest of an employee for appropriate work-related reasons. The District, however, has the final authority per Section XXII.D.1 to effect or not effect the transfer.

F. Transfer to a Related Class

1. An employee may request voluntary transfer or be administratively transferred from their position to another position in a related class. The determination of whether classes are sufficiently related to permit transfer between them shall be made by the Director of Human Resources. The following factors shall be considered in determining whether classes are sufficiently related: (1) duties and responsibilities; (2) minimum qualifications; and (3) skills, knowledge and abilities. The extent to which two classes are comparable may depend on additional factors deemed appropriate by the Personnel Commission.
2. Approval of the request to transfer an employee to a position to a related class at the same salary level must be approved by the Personnel Commission upon the request of the Director of Human Resources.

G. Period for Transfer

A permanent employee who transfers to a position from a class in which the employee has not previously completed a probationary period shall be considered probationary in the new class. At any time during this probationary period, the employee may be returned to his/her former class without the right of appeal.

H. No Adverse Effect Due to Transfer

A transfer shall not change the employee's Range and Step placement on the Classified Salary Schedule (but the salary may not exceed the maximum salary of the class to which he/she is transferred) salary increment date, accumulated leave and vacation credit.

I. Seniority Credit

Transfers shall have no adverse impact upon the employee's seniority. When transfers are between positions in the same class, the employee shall retain his/her full seniority in that class.

1. An employee transferred to a position in a related class at the same level shall not transfer any seniority credit earned in the former class.
2. If the transfer is to a related lower class, the seniority in the former class applies to the lower class.

J. Posting of Vacancy Notices

1. Vacancy notices for bargaining unit positions shall be distributed to District departments and posted on designated District bulletin boards for seven (7) days and a copy provided to the LBCCE President.
2. Notifications of vacancies shall include instructions on the duration of eligibility lists, and procedures for applying for a transfer.

K. Transfer Requests

An employee may request a transfer to a vacant position by submitting a request for transfer on the approved form to the Human Resources Department according to the information contained in the posted vacancy announcement.

L. Certification of Interviewees

1. The District Human Resources Department shall maintain a transfer list for each class in which employees have submitted written requests. A unit member's request shall remain valid only during the period of the applicable eligibility list for an affected class.

ARTICLE XXII – TRANSFERS

2. Whenever the administrator responsible for a hiring decision within the department with an existing vacancy requests an eligibility list to fill that vacancy, the Human Resources Department shall also submit the appropriate transfer list (if any). The administrator may fill a vacant position by either selection from the transfer list or eligibility list.
 - a. The administrator shall interview all qualified, interested employees on the transfer list.
 - b. The District shall not be required to make an employment decision based upon the transfer list containing eligible unit members.
3. Initial probationary employees are not eligible to request voluntary transfer except under unusual circumstances as determined by the District.
4. The effective date of a transfer approved under this Article shall be established by the District.

ARTICLE XXIII

EMPLOYEE EXPENSES AND MATERIALS

A. Uniforms

The District shall pay the full cost of the purchase, lease, or rental of an adequate supply, as determined by the District, of uniforms, lab coats, equipment, identification badges, emblems, and cards required by the District to be worn or used by employees. Employees will not be compelled to use their last name on identification badges. A name plate on a counter or desk may be used instead of a badge at the employee's request.

B. Replacing or Repairing Employee's Property

In the event the employee is not compensated from another source, the District shall compensate or provide for compensation to the employee for loss or damage to articles of clothing to a maximum value of \$200; watches to a maximum value of \$100; eyeglasses or contact lenses, hearing aids, and dentures lost or damaged arising from an on-the-job accident, providing that the compensation does not result in double compensation for the clothing or property. The employee will cooperate in every way in any action brought by the District for recovery of any compensation paid.

C. Tools

The District agrees to provide all tools, equipment and supplies reasonably necessary to employees for performance of employment duties.

D. Non-Owned Automobile Insurance

1. The District agrees to provide a vehicle to any employee when required in the performance of District business. When an employee is required to use his/her personal vehicle on District business, and in the event of an accident, the District agrees to pay the total cost of the insurance deductibles and the repair of the vehicle up to \$500, provided that the employee reports the incident within six (6) hours to the District Director, Business Support Services.
2. In the event an employee's personal vehicle is damaged or stolen while being used on District business, the employee shall be given reasonable release time to arrange for repairs and/or replacement.

E. Physical Examinations

1. The District agrees to provide a pre-employment physical.
2. The District agrees to provide the full cost of any physical examination required by the District or mandated by law for continued employment. If the employee

ARTICLE XXIII – EMPLOYEE EXPENSES AND MATERIALS

chooses not to have the x-ray or intradermal tuberculosis test at the time provided by the District, the employee shall bear the cost of the test.

F. Indemnification

The District agrees to indemnify and hold harmless from civil liability, exclusive of punitive damages, any employee, for any action based upon the employee's activities taken within the employee's course and scope of employment, and to provide for the defense of the employee.

G. Employee Awards

A Suggestion Awards Committee shall be established to be composed of three (3) members appointed by the District and two (2) employees appointed by LBCCE. The role of the committee will be to explore all types of employee award programs and make recommendations on the value of a program and what type should be developed. When both parties agree to a program, it will be incorporated into this Agreement by side letter at the time it is agreed to.

H. Special License Fees

The District agrees to pay for any licenses required for the positions in the bargaining unit and for renewals of the licenses and other requirements and fees associated with the upkeep of licenses, including special licenses other than Class C driver's licenses.

ARTICLE XXIV

TRAINING

A. Training for New Assignment

As soon as possible, all new, promoted, and transferred employees shall receive training of appropriate length specific to their classification requirements.

B. Required Training for Use of New Equipment

1. The District shall provide training for employees who are required to utilize new equipment/software, business machinery, and computers within their classification sufficient to allow the employee to master the new requirement as soon as possible. Training may be scheduled on campus or may be taken off campus.
2. An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:
 - a. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
 - b. When the regularly assigned hours and the hours of required training combine to a total in excess of eight (8) hours on a regularly assigned work day, or when the training is required on a weekend, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs.
 - c. All costs incurred under a mandated training program for employees' transportation, registration fees and supplies shall be paid for by the District.

C. Employee-Elected Training

Any employee desirous of obtaining training which will improve skills to perform current duties may, at the discretion of the District, be given release time with pay not to exceed five (5) hours per week to attend college classes for such training provided it is for legitimate job related purposes.

ARTICLE XXV
STAFF DEVELOPMENT

A. Definition

1. Staff development includes in-service activities, conferences, professional growth, individual projects, group projects, seminars and workshops.
2. The District shall provide District funds for staff development for classified personnel.
3. District policies and regulations shall direct the attendance, reimbursement procedures and reporting requirements for employees who are approved for staff development activities outside the District.

B. Staff Development Day / Staff Development Committee

There shall be a staff development day each fiscal year for classified employees. The schedule and content shall be developed by the District Staff Development Committee. LBCCE shall appoint four (4) representatives to the Classified Staff Development Committee.

C. Notice of Staff Development Opportunities

Notice of staff development opportunities, including workshops and local seminars, shall be circulated in writing to all employees by the District on a timely basis to facilitate employee participation. Such notice will be made sufficiently in advance of the staff development opportunity in order to provide employees with an opportunity to request attendance. The list will be updated as information becomes available.

D. Individual Staff Development Opportunities

1. Classified employees may also attend appropriate staff development activities. These shall include but not be limited to safety procedures, equipment operation training, activities relating to their work areas, stress management, time management, team building, and customer relations.
2. Requests requiring release time to attend the staff development activity and payment of fees must have the supervisor's approval. Funds must be available to pay the costs of the staff development activity and the office or area must be adequately covered. If the staff development activity occurs off-campus on multiple dates and locations, the manager of the area may select the location and date that has the least impact on the area operation.

E. Professional Growth Staff Development

The District will encourage professional growth staff development educational activities. Courses must be part of an “Educational Plan” that is developed by an employee in consultation with a LBCC or another community college counselor or academic advisor at a four-year college or university. The plan must be submitted at least one month prior to class registration for approval by the immediate supervisor.

1. The intention of this program is to provide permanent employees new skills and broaden their opportunity for promotion as well as assisting in the development of their skills and talents in relationship to their current job duties through course work taken at an accredited community college, college or university, or adult school.
2. To this end, any permanent employee who wishes to take courses at Long Beach City College may, at the discretion of the District, be given time to attend one class per semester, not in excess of six (6) hours per week. Arrangements to attend classes should be worked out with the immediate supervisor. When the supervisor and employee agree the course is in accordance with the approved Career Development/Student Educational Plan, the District shall pay enrollment fees (as part of the limitations described in Section XXV.E.3. for the employee for courses taken at Long Beach City College. If necessary to complete the workload of the position, the employee may be required to work overtime
3. Employees who wish to take upper division or graduate classes at an accredited college or university may, at the discretion of the District, be given paid release time to attend one class per semester, not to exceed five (5) hours per week.
4. Arrangements to attend classes should be worked out with the immediate supervisor. If the class(es) is/are approved, work scheduling is to be coordinated with the immediate supervisor. To qualify for release time as provided for in this section an employee must have completed his/her lower division requirements, and the classes shall be in accordance with the Career Development/Student Educational Plan. The District shall reimburse the employee for the cost of tuition once the course has been completed and the employee submits required evidence of such completion and expenses. A total of \$5,000 will be available for all classified employees each year. Unused funds shall carry over. An individual may request up to \$400 in one year or a maximum total of \$1,000 over a three (3) year period.

F. Procedure / Appeal Process for Tuition Reimbursement

1. The employee shall submit a current Career Development/Student Educational Plan form.
2. The Human Resources Department shall be responsible for administering these procedures.

ARTICLE XXV – STAFF DEVELOPMENT

3. The Career Development/Student Educational Plan shall be developed by an employee in consultation with a LBCC or another community college counselor or for upper division in consultation with an academic advisor. The Career Development/Student Educational Plan shall be modified or updated as needed.
 4. The Career Development/Student Educational Plan shall be submitted to the immediate supervisor at the time an employee requests approval to take a class. The supervisor shall provide to the employee in writing, the reasons for the denial within 10 working days of the submittal of the Career Development/Student Educational Plan. Copy of the denial shall be copied to the LBCCE President.
 5. Based on funding requests received, the employee shall be notified of the probable amount of reimbursement. Distribution shall be on a first-come basis. A year end accounting of reimbursement funds expended and total carry over balance shall be provided to the LBCCE.
 6. After completion of the class, the employee shall submit a reimbursement request form with proof of a passing grade or credit, to the Human Resources Department. The Human Resources Department shall authorize reimbursement to the employee.
 7. The employee must submit proof of completion of the course with a passing grade within two (2) months after grades are distributed. If the employee does not submit proof of completion of the course with a passing grade, C or better, or credit, within two (2) months after grades are distributed, the funds reserved for the tuition reimbursement shall be reallocated to the tuition reimbursement fund.
- G. The employee training, staff development, and professional growth opportunities referenced in this Article shall be offered equitably and fairly to all employees who desire to participate. Requests for all employee benefits in this Article shall not be unreasonably denied by the District.
- H. The promotion of employees to a higher classification within the classified service, as well as the opportunity to fill temporary vacancies, shall be encouraged by the District in order that employees may develop career opportunities within the District.

ARTICLE XXVI – AGREEMENT CONDITIONS AND DURATION

ARTICLE XXVI

AGREEMENT CONDITIONS AND DURATION

A. Term of Agreement

This Agreement shall be in effect from the date of final ratification and shall remain in effect for a term of three (3) years and until June 30, 2017.

B. Effect of Agreement


This Agreement shall supersede any rules, regulations, or practices of the District that are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.


C. Complete Agreement

This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed, and ratified amendment to this Agreement.

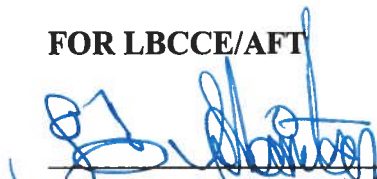
DATE: November 2, 2016


FOR THE DISTRICT


ROSE DELGAUDIO
Vice President, Human Resources


MONALISA HASSON, Ed.D.
Director, Human Resources

FOR LBCCE/AFT


THOMAS HAMILTON
LBCCE/AFT, President


CORINNE MAGDALENO
LBCCE/AFT, Member


THERESE WHEELER
LBCCE/AFT, Member

ARTICLE XXVII

NEGOTIATIONS

A. Public Notice and Re-Opener Negotiations

1. There shall be no reopener negotiations for 2015-16.
2. There shall be no reopener negotiations for 2016-17.
3. For fiscal year 2017-18 the parties shall publicly notice their proposals no later than December 2016 for successor agreement negotiations commencing after public notice.

B. Release Time for Negotiations

LBCCE shall have the right to designate five (5) employees plus alternates, who shall be given reasonable release time to participate in negotiations. This release time shall be limited to negotiation dates mutually scheduled by the parties.

**Click on this link to view the Classified Unit Members
Updated 6/21/16**

<http://www.lbcc.edu/HumanResources/documents/16-17%20Appendix%20A.%20Unit%20Member%20Salary%20and%20Ranges.pdf>

APPENDIX A CLASSIFIED UNIT MEMBERS

**Click on this link to view the Classified Salary Schedule
Effective 7/1/16**

<http://www.lbcc.edu/HumanResources/documents/16-17%20Appendix%20B.%20Salary%20Schedule.pdf>

APPENDIX B SALARY SCHEDULE

**Click on this link to view the Classified Employee Evaluation form
Revised 10/4/16**

**[http://www.lbcc.edu/HumanResources/documents/HR010%20Classified%20Employee%20E
valuation%2010.4.16.pdf](http://www.lbcc.edu/HumanResources/documents/HR010%20Classified%20Employee%20Evaluation%2010.4.16.pdf)**

APPENDIX C CLASSIFIED EMPLOYEE EVALUATION

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