

2022-2025

COLLECTIVE BARGAINING AGREEMENT

UNIT A
(SCHOOL POLICE)

LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
LOS ANGELES SCHOOL POLICE ASSOCIATION

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AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of June 2023 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District" and the Los Angeles School Police Association, which together with its officers and representatives will be referred to in this Agreement as "LASPA." The purpose of this Agreement is to establish wages, hours of employment and other terms and conditions of employment within the scope of negotiations under the Rodda Act, to promote harmonious employer-employee relations, and provide a procedure for the resolution of grievances arising from alleged violations of certain provisions of this Agreement.

ARTICLE I

RECOGNITION

1.0 **The Unit**: Pursuant to applicable California statutes, regulations and the Certification of Representation dated November 2, 1982, in P.E.R.B. Case No. LA-R-1A, D-102, the District acknowledges that LASPA has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District.

1.1 **Included**: All regular employees in probationary and permanent status, including restricted and part-time employees, employed in the following classes:

4233 School Safety Officer
4221 Police Officer
4215 Police Detective
4224 Senior Police Officer

2.0 **Changes to the Unit**: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when the District creates new classifications or when LASPA contends that certain classifications should be accrued to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

3.0 **"Employee" Defined**: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

ARTICLE II

SEPARABILITY AND SAVINGS

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

2.0 In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a mutually satisfactory replacement for such provision. This Article shall not be subject to the grievance and arbitration provisions of Article V.

ARTICLE III

DISTRICT RIGHTS

1.0 General: The intention of this Article is to provide that the District retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of LASPA or the employees as provided in other Articles of this Agreement. In the event that there is a conflict between the rights of the District under this Article and the rights of LASPA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

2.0 District Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;

c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, service, and activity functions assigned to such properties;

d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service; and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same;

e. To the extent permitted by law, the utilization of personnel not covered by

Article III – District Rights

this Agreement to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel;

f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;

g. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, subject only to Article XI (Transfer Procedures), and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening;

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented in the bargaining unit during the term of the Agreement, provided that LASPA is first consulted concerning such new rates;

i. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to Article X (Evaluation Procedures);

j. The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; school calendars; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime, subject only to Article IX (Hours of Work and Overtime) and Article XV (Holidays);

k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to Article XVII (Safety);

l. The rules, regulations, and policies for all employees, students and the public, subject only to the express limitations contained in this Agreement; and

m. All other rights of the District not expressly limited by the language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Article III – District Rights

3.0 The right to "determine" as used above in Section 2.0, includes the exclusive right to establish, change, modify, or discontinue in whole or in part, temporarily or permanently, any of the above matters.

4.0 Effect on Grievance Procedure: The contractual rights of LASPA and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.

ARTICLE IV

LASPA RIGHTS

1.0 Access: Any authorized LASPA representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: LASPA shall have the right to post notices of LASPA official matters on a bulletin board or a section of a bulletin board at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than three (3) negotiating team employee representatives designated by LASPA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. LASPA and the District may agree that additional employees shall receive such released time.

4.0 LASPA shall be provided quarterly a listing of employees in the unit, including name, employee number, class code and title, work location, and mailing address.

5.0 LASPA Representative: LASPA will have the right to designate, pursuant to its own procedures, up to ten (10) unit employees (one (1) for each LASPD division of which there are currently six (6); one (1) for the P.M. Watch; one (1) for the Morning Watch; and one (1) for Watch 3; and one (1) for Day Watch) to serve as LASPA's representatives. In addition, LASPA may designate up to two (2) additional unit employees to serve as LASPA's representatives as needed. LASPA shall inform the Office of Labor Relations in writing of each employee so designated. These representatives are in addition to and do not include LASPA's Executive Board members. LASPA's representative shall have the right to:

- a. Represent another employee, upon request, in a grievance meeting as expressly provided for in Article V, Section 2.1 (Grievance Procedures).
- b. On his/her own time coordinate LASPA meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;
- c. Post, initial, and date official LASPA notices on a bulletin board designated by the site administrator for such purposes; and
- d. Report to the appropriate administrator (if a campus officer) or supervisor (if not a campus officer) upon discovery and without delay any unsafe or unsanitary conditions at the work site.

Article IV - LASPA Rights

6.0 Release Time Bank: An employee may voluntarily contribute any earned compensatory or benefit time, subject to the provisions of this Section, to a separate Release Time Bank to be maintained by the District and thereby waive his/her right to the usage of, or payment for, such compensatory or benefit time. Such irrevocable contributions shall be in hourly increments and shall be made on a signed District form submitted to the designated payroll clerk during the payroll period in which the time is earned. LASPA shall have the right, upon request, to be informed as to the balance of hours in the Release Time Bank. For purposes of this Article, for non-sworn employees, "compensatory or benefit time" shall include only earned vacation, and shall be contributed on the basis that each hour of vacation shall equal a one-half (½) hour contribution to the Release Time Bank. For sworn employees, "compensatory or benefit time" shall include earned vacation, and compensatory time accrued for holidays which fall on the employee's regular day off.

In addition to the voluntary contributions of earned compensatory and benefit time referenced above, the District shall transfer four (4) hours from each sworn employee's Fourth of July holiday pay to the Release Time Bank.

6.1 The Office of Labor Relations shall be informed in writing each school year as to the names of fifteen (15) employees designated by LASPA, pursuant to its own procedures, who shall be eligible to draw against the Release Time Bank. Up to three (3) designated employees at any one time may then use any contributed compensatory time-off in order to be released from duty without loss of pay to conduct official LASPA business, provided, however, that such usage does not conflict with the operations of the District. Such usage shall be in hourly increments of no less than one (1) hour. Exceptions may be made in the sole discretion of the District.

6.2 Use of the Release Time Bank shall be subject to at least two (2) days advance written notification on a District form to be submitted to the Chief of Police or his designee. Such notification shall include the reason(s) and estimated length of the requested release time. The Chief of Police will not unreasonably deny any such request. The Chief of Police may deny the request if it is contrary to the intent of this Section in which case the designated employee shall be informed as to the specific reason for such denial. The decision of the Chief of Police in such cases shall be final.

6.3 A status report shall be provided to LASPA as to the balance of hours in the Release Time Bank monthly, to the extent practicable.

7.0 Release Time for District-Sponsored Committees or Meetings: When LASPA is requested by the District to designate an employee to attend or participate in a District-sponsored committee or meeting, one designated employee shall be given reasonable released time with no loss of pay to attend. Unless otherwise agreed to, expense of attending such meetings shall be borne by LASPA or the employee. Employees are expected to report to work before or after attendance, if practical. Additional employees may be released upon approval of the Chief of Police or designee.

Article IV - LASPA Rights

7.1 To minimize the impact on School Police operations, LASPA shall, whenever feasible, designate either an off-duty employee or a non-District individual to attend such meetings. To the extent that released time is needed, the supervisor and the employee shall make every effort, where practical, to modify the employee's work schedule so as to minimize the amount of released time required for attendance.

7.2 The parties understand that the immediate needs of the School Police Department may, at any given time, prevent the release of a particular employee, in which case LASPA will be advised and may designate another employee to attend.

8.0 Pursuant to and consistent with the provisions of California Education Code Section 45210, the District shall, upon request of the LASPA, grant the LASPA President 100% release time for a period of not less than one fiscal year, with the LASPA to timely reimburse the District for the full costs of such a release (including the costs of salary, health and welfare benefits and all other forms of compensation costs to the District) pursuant to the terms of Section 45210. Nothing in this Section 8.0 shall limit LASPA's rights under Education Code Section 45210.

8.1 The LASPA shall provide the above-referenced reimbursement to the District in the form of timely cash payment, but may augment that payment with the dollar value of release time from the LASPA Release Time Bank, based upon the dollar value of those hours calculated upon the donating officer's hourly rate.

9.0 The District agrees to provide to new regular employees in the unit at the time they are processed materials containing accurate information about LASPA which materials LASPA furnishes to the District for such dissemination.

ARTICLE V

GRIEVANCE PROCEDURE

1.0 "Grievance" Defined: A "grievance" is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee
- b. LASPA on behalf of an employee with written approval of the involved employee(s); or
- c. LASPA on its own behalf as to alleged violations of rights granted to LASPA in this Agreement.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to any and all matters related to the examination, selection, hiring, suspension, demotion, and dismissal of employees, the classification and reclassification of positions or employees, and complaints by the public or an employee against another employee. Claimed violations of Article VII (Non-Discrimination) are to be handled under appropriate statutory procedures rather than under the grievance procedure.

1.2 The respondent in any grievance shall be the District itself rather than any individual supervisor or administrator.

1.3 If the same grievance or essentially the same grievance, as determined by mutual agreement between LASPA and the District, is filed by more than one employee, only one employee may process the grievance under this Article. The final determination of that grievance shall apply to the other pending grievances.

1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

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

2.0 Representation Rights in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the District shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedure.

2.1 At all grievance meetings under this Article, the grievant shall be entitled to

Article V - Grievance Procedure

be accompanied and/or represented by a LASPA representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

2.2 When a grievant is not represented by LASPA, the District shall not agree to a final resolution of the grievance until LASPA has received a copy of the grievance, been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

3.0 Released Time for Employees and LASPA Employee Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary with mileage reimbursement, will be provided to the grievant, the employee's LASPA representative, and to any witness who attends by mutual agreement. When grievance meetings are scheduled outside the employee's duty hours, the meeting shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Any of the foregoing employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither LASPA, the District, nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing. This section may be waived by mutual agreement of the parties.

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

6.0 Day Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and days recognized as holidays under this Agreement.

7.0 If a grievance does not relate to the immediate supervisor and the remedy requested is not within the authority of the immediate supervisor, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

8.0 Required Informal Discussion: Before filing a formal written grievance under

Article V - Grievance Procedure

Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with the supervisor. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.

9.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or LASPA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor, on a form provided by the District, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the Chief of Police or designee shall take place within five (5) days from presentation of the grievance. If appropriate, the immediate supervisor may also attend the meeting. The administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

10.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Assistant Superintendent, Office of School Operations or a designee not assigned within the School Police Department. Within five (5) days from the administrator's receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.

11.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Deputy Superintendent or designee. At the discretion of the Deputy Superintendent or designee a meeting may take place within five (5) days from receipt of the grievance. The Deputy Superintendent or designee shall reply in writing to the grievance within five (5) days after the meeting, or if no meeting is held, within ten (10) days after receipt of the grievance. Unless there is mutual written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14th) day following the receipt of the grievance.

12.0 Request for Arbitration: If LASPA is not satisfied with the decision at Step Three, LASPA, with the concurrence of the grievant, may submit the matter to the Office of Labor Relations to arrange an arbitration hearing. This request must be made within five (5) days after the termination of Step Three.

13.0 Arbitration: The arbitration panel shall be composed of an arbitrator and two panel members. LASPA and the District shall each appoint one panel member, who shall be an employee or administrator of the District, to serve on the arbitration panel provided, however, that no employee may be selected by any grievant to serve on an arbitration panel more than twice in any calendar year.

Article V - Grievance Procedure

Within five (5) days from the date the request for arbitration is received by the Office of Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator.

The arbitrator may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Sara Adler	Paul Crost	John D. Perone
Howard Block	Walter Daugherty	Guy Prihar
C. Chester Brisco	Joseph Gentile	William Rule
R. Douglas Collins	Kenneth Perea	Thomas Roberts

The party who strikes the first name shall be determined by the flip of a coin. If the arbitrator indicates that he will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another arbitrator as indicated above.

13.1 The hearing shall be under the direction of the arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the panel, the parties to the grievance and their representatives, if any, and witnesses while testifying.

13.2 The Office of Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services required for the fulfillment of the arbitrator's responsibilities.

13.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

13.4 Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

14.0 Optional Preliminary Hearing On Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the arbitration panel prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise LASPA prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either LASPA or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required.

There shall be at least fifteen (15) days between the panel's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrarily defenses at the regular hearing, provided that it gives LASPA ten (10) days' notice of its intention to do so. Moreover, both LASPA

Article V - Grievance Procedure

and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

15.0 Limitations Upon the Arbitrator: The arbitration panel shall have no power to alter, add to, or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or detracting) of the terms of this Agreement.

The arbitration panel shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable Board rules which were in effect prior to this Agreement.

16.0 Effect of Arbitration Award: The arbitration panel's decision shall be final and binding upon the grievant(s), the District, and LASPA. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

16.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the District, and LASPA in any subsequent proceedings, including disciplinary and termination proceedings.

16.2 Unless otherwise indicated in this Agreement this grievance procedure is to be the employees' and LASPA's sole and final remedy for any claimed breach of this Agreement.

17.0 Expenses: All fees and expenses of the arbitrator shall be paid by the losing party. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription. Any dispute as to the identity of the losing party shall be resolved by the arbitrator.

17.1 Rescheduling/Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

18.0 Grievance Files: The District's Office of Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel files unless it is reasonably necessary or appropriate to do so.

19.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE VI

WORK STOPPAGE

1.0 No Strikes: Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, LASPA agrees to the following:

a. During the term of this Agreement, neither LASPA nor its respective officers or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal District operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, LASPA and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same; and

b. Any employee engaging in any strike, slowdown, or other work stoppage may be subjected to discipline or termination under applicable law.

2.0 No Lockouts: The District agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from LASPA.

3.0 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance procedures of Article V.

ARTICLE VII

NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, the District and LASPA agree not to discriminate against any employee based upon race, color, creed, national origin, sex, age, disability, marital status, or union affiliation.

ARTICLE VIII

DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct LASPA membership dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) working days prior to the next payday.

2.0 Exclusive to LASPA: Payroll deductions for membership dues from employees shall be exclusive on behalf of LASPA and no membership dues deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).

3.0 Remittance to LASPA: A deposit approximating the amount of dues so deducted shall be remitted to LASPA on payday, and the reconciled amount will be supplied to LASPA within thirty (30) days after the deductions are made, together with a list of affected employees.

4.0 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

4.1 Indemnity/Hold-Harmless: LASPA agrees to indemnify and hold the District harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to the District's compliance or attempted compliance with either this Article or the requests of LASPA pursuant to this Article, or relating to the conduct of LASPA in administering this Article. LASPA shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall District funds be involved in any remedy relating to this Article. Any underpayments to LASPA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

Any overpayments to LASPA resulting from excessive deductions shall be remedied either by refund from LASPA to the affected employee(s) or by a credit against future payments by the affected employee(s).

4.2 The District will furnish any information needed by LASPA to fulfill the provisions of this Article.

5.0 The District and LASPA expressly recognize and acknowledge herein that the

Article VIII - Dues Deductions

LASPA does not represent nor are they the exclusive bargaining representative for any employee in the classification of Security Officer. The LASPA and the District also expressly acknowledge and recognize that none of the terms and conditions of this agreement are applicable to any employee in the classification of Security Officer, nor does such an employee have any rights under this Agreement.

5.1 Notwithstanding the foregoing and without limiting it, the District and LASPA recognize that some employees in the classification of Security Officer may wish to voluntarily join the Los Angeles Police Officers Association and have membership dues deducted from their salary. For those Security Officers who voluntarily submit to the District a written authorization to deduct membership dues from their salary, the District shall comply with paragraphs 1.0 - 3.0 above. In accordance with the terms of paragraph 4.4 above, the LASPA shall indemnify and hold harmless the District against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions related to the District's compliance or attempted compliance with 5.0 above or this subsection.

5.2 The District's (but not the LASPA's) obligations under Subsection 5.1 above shall be suspended and become void immediately upon any of the following: (1) any attempt to accrete, or include the classification of Security Officer in this Unit or to represent Security Officers in any capacity in conjunction with the Security Officers employment with the District; (2) any attempt to organize the Security Officer classification; (3) the submission of any proposal through the collective bargaining process with the District to include the classification of Security Officer in the Unit or to negotiate upon behalf of the Security Officers.

ARTICLE IX

HOURS OF WORK AND OVERTIME

1.0 All employees are expected to be on duty at their assigned locations on time and to remain on duty until the end of their workday.

2.0 Workweek: A "workweek" shall consist of forty (40) hours within a fixed and regularly recurring seven (7) consecutive day period.

3.0 Workday: A "workday" shall mean any regularly assigned work period within a fixed twenty-four (24) hour period. A regular workday generally may be either ten (10) hours exclusive of a meal period, in which case the regular workweek shall consist of four (4) consecutive workdays, or eight (8) hours exclusive of a meal period, in which case the regular workweek shall consist of five (5) consecutive workdays. Periodically, the District may assign employees to shifts of varying lengths.

4.0 Overtime: One-and-one-half (1½) times the employee's regular rate of pay shall be paid to the employee for actual hours worked under the following circumstances:

a. For all hours worked in excess of forty (40) hours in any workweek, and for all hours worked in excess of a regular "workday" as defined in the second sentence of Section 3.0 of this Article.

b. When the employee is called back to duty after completion of his/her regularly scheduled assignment and after leaving the work location, or the employee is called back on his/her regularly scheduled day off provided, however, that an employee on call back shall receive a minimum of two (2) hours call back pay at his/her overtime rate.

c. For all hours worked on a day recognized as a holiday under his Agreement in addition to holiday pay under Article XV.

1. If Christmas Day falls on a Saturday or Sunday, any employee who works the actual Christmas Day holiday on Saturday or Sunday shall be compensated at the overtime rate.

d. Employees who have received a Notice of Unsatisfactory Service for excessive absenteeism or tardiness may, at the District's discretion, be denied overtime work for a period of up to six (6) months from the date of issuance of the Notice of Unsatisfactory Service

e. Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work-related, District-initiated telephone calls made to employees before and after assigned shifts. Any calls compensable under this section shall be paid on the basis of the actual time spent on the call.

Article IX - Hours of Work and Overtime

5.0 Court Appearances: Required court appearances in connection with the employee's duties which occur on any day the employee is not scheduled to work shall be deemed to be a minimum of four (4) hours. Should the required time at a court appearance exceed four (4) hours, the employee shall receive overtime pay for the actual time worked.

5.1 In lieu of overtime pay, the hours spent in court appearances of four (4) hours or more during off-duty time, may, by mutual agreement, be applied toward the employee's next regularly scheduled shift commencing within 24 hours from the conclusion of the court appearance, at the rate of one-and-one-half (1½) times the actual hours spent in court, up to a maximum of ten (10) hours.

6.0 Stand-by Time: A stand-by assignment is when an employee is assigned by an authorized supervisor or his designee to be available for a work assignment or court appearance on an on-call basis during a specified off-duty period of time. Employees placed on stand-by must be able to be reached at any time during the stand-by period at a designated telephone number. An employee placed on stand-by shall be paid two (2) hours at his/her overtime rate for each eight hours of stand-by time. In lieu of a stand-by assignment and subject to the approval of the Chief of Police or his designee, the employee may request and be assigned to a full shift of duty.

7.0 Compensatory Time

a. At the discretion of the District, compensatory time off may be granted in lieu of overtime pay at the rate of one-and-one-half (1½) hours for each overtime hour worked, provided that such time off is taken within the time period allowed by applicable State and Federal law.

b. For unit members, one hundred thirty (130) hours of overtime each annual period beginning July 1 and ending June 30 of the following year, shall be allowed as compensatory time off at the rate of each hour of overtime equaling one and one-half (1½) hours regular time off, provided, however, that employees who do not want compensatory time off may elect to receive regular overtime pay. Notwithstanding any other provision, for non-sworn unit members this section shall become effective January 1, 2015. The maximum number of overtime hours which can be earned as compensatory time off shall be one hundred thirty (130) hours in any one annual period. Employees shall be allowed to use earned compensatory time off in conjunction with scheduled vacations, holidays, or at other times where such use would not unduly disrupt work schedules. However, the District retains the right to schedule the use of compensatory time off so as not to interfere with the operation of the work unit. Granting and/or scheduling use of compensatory time off shall not be done on an arbitrary or discriminatory basis. Any compensatory time accrued but unused during each annual period shall be paid to the employee as a cash payment (subject to the legally required deductions and not less than the hourly rate at which earned) following the end of each annual period, upon leaving a bargaining unit class, or upon retirement or separation from District employment if earlier. Such cash payment shall be at the hourly rate in effect during the pay period in which it is paid. If the employee

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promotes out of the bargaining unit, the cash payment will be paid at the rate of the bargaining unit position last occupied. End-of-year cash payments of earned compensatory time off shall be made in the 04 pay period.

8.0 Training Assignments and Firearms Qualifications:

a. Peace Officers Standards and Training (P.O.S.T.) Required Training: If P.O.S.T. required training cannot reasonably be scheduled during an employee's regular work hours, without undue disruption of the employee's basic assignment, such employee may be required to attend up to twenty-four (24) hours per year of P.O.S.T. required training during his/her off-duty time. Each such employee shall be paid for attendance at the appropriate rate (either straight time or overtime). The dates and time of the required training shall be at the discretion of the District.

b. Firearms Qualifications: Overtime shall not be paid for time spent by an employee in order to comply with the District's firearms qualification requirements. Any employee qualified during his off-duty hours shall receive compensatory time on an hour-for-hour basis not to exceed three (3) hours.

9.0 Meal Period for Resident Officers: Resident officers shall be entitled to a one-half (½) hour duty-free meal period, provided that it shall not be scheduled during the first or last hour of the assignment. The actual time of the meal period shall be arranged between the officer and the site administrator. If a duty-free meal period is not provided as set forth herein, the time shall be considered as time worked.

ARTICLE X

EVALUATION PROCEDURES

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule provided, however, that nothing contained in this Article shall apply to evaluations which take place during and relating to an employee's training.

a. Probationary employees shall be given a performance evaluation no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period.

b. Permanent employees shall be given performance evaluations at least once every year.

2.0 Procedure to be followed: Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

2.1 Evaluations shall be based on observations or knowledge during the evaluation period and not upon unsubstantiated charges or rumors. Unit members' attendance shall be evaluated on the District's evaluation form in the same manner as other classified employees. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

In addition, the performance evaluation of resident officers will be based in part on input provided by the site administrator.

2.2 The first-level evaluator shall discuss the written performance evaluation report with the employee. Both the immediate supervisor and the employee will sign the evaluation. Signature of the employee means only that the employee has received a copy of the evaluation. Employees may attach any written comments to the evaluation at their option if submitted within thirty (30) days of the date of employee receipt. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee, one copy to the personnel file, and one copy to the evaluator.

2.3 If any category on the performance report is rated lower than "meets standards," the following will be included on the evaluation:

- a. Statement of the problem or concern,
- b. The desired improvement,
- c. Suggestions as to how to improve, and

Article X – Evaluation Procedures

d. Provisions for assisting the employee

3.0 Appeal: If the employee disagrees with the evaluation, the employee shall have the right to obtain a review (in the form of a formal meeting, if requested) of the evaluation by a Deputy Chief of Police (not involved in the evaluation) by submitting a request in writing within ten (10) days of the receipt of the evaluation. An employee may, within five (5) days of the response, appeal the decision of the Deputy Chief of Police to the Chief of Police whose decision shall be final.

4.0 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations shall be limited to a claim that the procedures of this Article have not been followed.

5.0 Summaries of conference: A summary of conference is a written record briefly outlining a discussion/conference prepared after a meeting between the employee and the supervisor.

A summary of a conference will not be maintained in central personnel files and will only be maintained by the Department. Employees shall be allowed to attach a written response to a conference summary. Employees shall be permitted to appeal a conference summary to the Chief of Police (or designee) whose decision shall be final, subject to applicable law. Any existing or future summary of conference for which there is no repetition of the concern, event, conduct or incident which gave rise to the summary of conference, except those relating to serious misconduct such as theft, substance abuse, or violence, shall be void after three (3) years from the date of issuance and upon request of the employee, such summaries of conference shall be removed from the Department's file.

5.1 Employee Comment Sheet: An Employee Comment Sheet is a written record about work performance. It will not be maintained in central District personnel files and will only be maintained by the Department. Employees shall be allowed to attach a written response to an Employee Comment Sheet. Employee Comment sheets shall be removed twelve months from the date of issuance.

6.0 File Review: Nothing contained in this Article X will limit an employee's right, to the extent provided by applicable law, to inspect his/her personnel file.

7.0 Recording Meetings: A permanent, non-probationary employee subject to a meeting that may result in suspension, demotion, or dismissal will be able to furnish his or her own recording device and record the meeting, provided the employee or LASPA representative gives notice of such recording to the supervisor or administrator conducting the meeting.

8.0 Locker Search: A permanent, non-probationary employee will be provided with advance notice prior to a search of any locker assigned to the employee.

ARTICLE X-A

NOTICE OF UNSATISFACTORY SERVICE OR ACT

1.0 Notice of Unsatisfactory Service or Act: An employee who disagrees with a Notice of Unsatisfactory Service or Act issued to him/her that does not recommend disciplinary action shall have the same appeal rights as outlined in Article X, Section 3.0. If dissatisfied with the decision the employee may appeal that decision to a hearing officer provided by the Personnel Commission by submitting a written request within five (5) days of the response. The hearing officer shall issue a final and binding bench decision, and at the option of the employee or the District, prepare a brief summary of his/her findings and conclusions. The losing party shall pay the cost of the hearing officer's services.

ARTICLE X-B

PRE-DISCIPLINARY PROCEDURES

1.0 Prior to the imposition of disciplinary action against a permanent, non-probationary employee that may result in suspension, demotion, or dismissal, the responsible administrator shall advise the employee that such action may be taken, and that a meeting will be held to discuss the matter, at which time the employee shall be entitled to be accompanied by a LASPA representative in accordance with the provisions of California Government Code Section 3303. Release time for such representation shall not be provided, unless required by applicable statute. Nonavailability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences, or any other meetings or to any conferences conducted under the evaluation procedures of Article X.

ARTICLE XI

TRANSFER PROCEDURES

1.0 For the purpose of this Article, "transfer" means a permanent change of work location of an employee without a change of classification or a change in assignment to or from patrol.

2.0 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at any time at the discretion of the District only after the approval of the Chief of Police or his designee. Involuntary transfers will not be made solely for disciplinary reasons. Routine transfers made pursuant to Section 2.2 below or which are made in circumstances including, but not limited to, the following are deemed to not be for disciplinary reasons: Transfers due to rotation of personnel, assignments to vacancies created by other voluntary or involuntary transfers, assignments to vacancies created by leaves or separations from the District, and assignment to a different location following return from leave, and transfers to or from a school designated as a "low performing school".

2.1 Any employee who is involuntarily transferred shall be entitled to a statement of the reason(s) for the transfer upon written request to the Chief of Police made within five (5) days of the effective date of the transfer.

2.2 No employee shall be involuntarily transferred based upon a recommendation of an appropriate site administrator unless the following procedures are followed: The reason(s) for the appropriate site administrator's recommendation must be presented in writing to the employee's immediate supervisor who shall present a copy of the written reason(s) to the involved employee. If the employee is not satisfied with the reason(s) set forth, the employee may request a consultation with the appropriate site administrator and the employee's immediate supervisor, or in appropriate cases the Deputy Chief of Police, during which consultation the reason(s) for the recommended transfer shall be explained to the employee and the employee's views on the matter considered. The District will use its best efforts to make any transfer pursuant to this Section 2.2 within the same geographic administrative region or a geographically adjacent region. An employee shall be given at least seven (7) calendar days' advance written notice of an involuntary transfer by the Deputy Chief of Police or designee. Reassignment to the School Police Department Central Office for a period of two (2) weeks or less shall not be considered a transfer.

2.3 Except for involuntary transfers which are claimed to be solely for disciplinary reasons as described above, and which are subject to the grievance and arbitration provisions of Article V, the decision of the Chief of the Police or his/her designee shall be final in all involuntary transfers.

3.0 Voluntary Transfer:

a. When an employee desires a transfer, the employee must fill out the

Article XI – Transfer Procedures

appropriate District form and submit it to the appropriate Deputy Chief of Police for approval. The employee's transfer request may be submitted directly to the Deputy Chief Officer who shall then cause the request to be commented upon by the supervisors of the requesting officer.

b. When a vacancy occurs, the employee's request will be submitted to the Deputy Chief of Police with the responsibility where the vacancy exists.

c. The Department shall post any known anticipated vacancy that it is aware of more than one month in advance of the vacancy. A copy of such known vacancies shall be transmitted to the LASPA for distribution to interested officers.

d. The Deputy Chief of Police may, within his/her discretion, either approve or reject the transfer. However, seniority shall be one factor used in the decision by the Deputy Chief of Police. In those situations in which the Deputy Chief determines, at his or her sole discretion, that all other factors are equal between applicants for the vacancy, classification seniority within the Department shall be the tie-breaker, with the most senior employee receiving the transfer. The District shall send to the LASPA, at the LASPA office, a monthly roster of all assignments within the School Police Department.

e. For transfers rejected during the school year, upon written request within fifteen (15) days by the employee rejected, the Deputy Chief of Police shall state the specific reason(s) for the rejection in writing to the Chief of Police who will render a final decision, and upon written request by the employee, the Chief of Police shall provide written reason(s) for the employee's rejection. An employee's transfer request shall remain on file from July 1 through June 30, or until he/she obtains an approved transfer, withdraws the transfer request or terminates employment. An offer of transfer to a requested location, including to or from patrol, may not be declined unless the employee has previously withdrawn the request in writing.

f. LASPA will be notified in writing (either by U.S. mail or facsimile) of all transfers under Section 3.0 within three (3) working days of the affected employee being notified.

4.0 The initial assignments of employees following their completion of academy training or from eligibility lists are not subject to the provisions of this Article.

5.0 Change in Detective Section or Area of Responsibility: When an employee in the class of Police Detective desires a change to another Detective Section or area of responsibility the employee must fill out the appropriate District form and submit it to the appropriate Deputy Chief or Chief of Police for approval. When a vacancy occurs, the Deputy Chief or Chief of Police may within his discretion either approve or reject the request. For requests rejected during the school year and upon written request within fifteen (15) days by the employee rejected, the Deputy Chief or Chief of Police shall inform the employee of the reason(s) for the rejection.

ARTICLE XII

LEAVES OF ABSENCE

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

2.0 Rights Upon Return: Any employee returning from a leave of forty-five (45) calendar days or less will be returned to the location from which the leave was taken except that the employee may be transferred pursuant to Article XI (Transfer Procedures), if such a transfer would have been made if the employee had been on duty. An employee who returns from leave after the 45 day period shall be considered for return to the location, including patrol, from which the leave was taken if at the time of return there is a vacancy at that location. If not returned to the existing vacancy, the employee shall be entitled to the statement of reasons pursuant to Section 2.1 of Article XI.

3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.2 of this Article.

4.0 Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the District.

5.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for twenty (20) working days or less must make every reasonable effort to notify the appropriate supervisor or administrator the day prior to the beginning of the absence. All employees returning to service must notify the appropriate supervisor or administrator at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid.

5.1 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one hour before the end of the regular working day prior to the day of anticipated return. Such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.

6.0 Cancellation of or Early Return From Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a

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leave shall be granted unless another employee has been assigned to fill the employee's position at the site. Exceptions may be made in the sole discretion of the District.

7.0 Expiration of Leave: Except in the case of illness leave or industrial injury leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, the employee must, upon reasonable notice from the District, notify the Personnel Commission of his or her intention to return or request an extension of leave, if eligible. Failure to give such notice shall be considered abandonment of position and resignation from service.

8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided and the leave of absence commences within ten (10) calendar days of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the parents, grandparents, or grandchild of the employee or of the employee's spouse, and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. Nothing contained herein shall be deemed to provide a paid leave of absence, including absence for out-of-state travel, that exceeds forty (40) hours.

9.0 Pregnancy and Related Disability Leave (Paid and Unpaid):

9.1 Paid Disability Leave Absence: For that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness absence pursuant to Section 11.0 of this Article.

9.2 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed and her physician's release to return to active duty.

9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability, and still qualify for paid absence during the initial disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

9.4 Nothing contained in Section 9.0 shall limit an employee's rights under applicable law with respect to reasonable accommodation or otherwise.

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10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three (3) years of age. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

11.0 Illness Leave (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

11.1 Each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received, excluding overtime.

11.2 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each active employee who had accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full pay illness absence days, equals the equivalent of one hundred (100) days of full and half-pay illness absence days.

11.3 At the beginning of the first pay period of each fiscal year, upon initial regular appointment, reemployment or reinstatement, each active employee shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional leave until the negative balance has been restored. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

11.4 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.

11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive his/her full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of any accrued vacation which he/she may have. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.3. An employee serving an initial probationary period must render service and shall not be eligible to be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day of the pay period after completion of 130 days of paid service in regular assignment. Half-pay illness leave shall not be paid during this time. When all paid leaves of absence have been exhausted, an employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and

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benefits as an employee laid off for lack of work or lack of funds.

11.6 An employee who is absent shall be required to certify the reason for absence. Also, the District shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this Section before authorizing any compensation.

11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed completed Attending Physicians Statement health form to the immediate administrator and may be readmitted to service at the discretion of the immediate administrator and may be referred by the District for health approval prior to readmission. If an employee returns with a signed completed Attending Physician's Statement and is referred by the District for the health approval prior to readmission, the employee will be placed on light duty until the first available appointment with the District's doctor, unless the District deems the employee's condition is such that it would preclude either light duty or readmission (in which event the employee will be placed on miscellaneous paid absence until the first available appointment with the District's doctor.)

11.8 If a permanent employee resigns and returns within thirty-nine (39) months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in the computation of retirement allowance.

11.9 An employee absent under this Section shall provide the District with one or more contact numbers (e.g., telephone, cell phone, and/or pager) where the employee, during District business hours, can be reached or where a message can be left which the employee will promptly return.

12.0 Industrial Injury/Illness Leave (Paid): An employee who is absent from District service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are received under the worker's compensation laws, shall be entitled to a paid leave of absence under the following conditions:

- a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;
- b. Allowable paid leave of absence shall not be accumulated from year to year;
- c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;
- d. When an authorized leave of absence continues into the next fiscal year the employee shall be entitled to only the amount of unused leave of absence due for the same

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illness or injury; and

e. Each employee who has received work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence, must complete a written report on a form to be provided by the District. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The site administrator shall, as a result of his/her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel.

12.1 Extension of Industrial Injury Leave:

a. If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 150 days. In order to qualify for such an extension, the employee must have (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in Section 12.0(e) above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a District-approved physical examination and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, but not whether it is compensable under worker's compensation laws, shall be made by the immediate administrator. Determination whether the injury is disabling beyond the initial sixty (60) day period shall be made by the District. An employee may be required during the extended period to be evaluated by the District at any time.

b. For the purposes of Section 12.1 of this Article only "physically injured during an act or acts of violence" is defined as a physical injury suffered by an officer as a result of any of the following:

- (1) Physical injury suffered as a direct result of a physical altercation with a suspect;
- (2) Physical injury suffered as a direct result of an attempt to defend against a substantial threat of physical injury to the officer or a third party.
- (3) Physical injury suffered as a direct result of pursuing a fleeing criminal suspect or while actively responding to a crime or suspected crime in

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progress.

However, an act of violence will not be deemed to have occurred unless the officer reports the incident to the officer's supervisor prior to the end of the shift on which the incident occurred.

12.2 Upon exhaustion of the above authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

12.3 An employee absent under this Section shall remain within the State of California unless the District authorizes travel outside the State.

12.4. An employee absent under this Section shall provide the District with one or more contact numbers (e.g., telephone, cell phone and/or pager) where the employee, during District business hours, can be reached or where a message can be left which the employee will return within the same day.

12.5 Nothing in this Section 12.0 shall be construed to limit the length of an eligible employee's industrial disability leave otherwise required by applicable law.

13.0 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death or serious illness of a member of the employee's immediate family;
- b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- c. Birth of the employee's child
- d. Religious holiday of the employee's faith;
- e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;
- f. Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to one (1) occasion in any school year.

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g. Verifiable automobile failure of up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;

h. An appearance of the employee in court as a litigant, or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:

- (1) Each day of necessary attendance as litigant or as a witness under such an official governmental order must be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
- (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.

i. Required attendance at employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.

j. Up to four hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the appropriate administrator or designee at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave, and the employee must provide written verification from the school visited upon request of the administrator or designee.

k. An employee shall be allowed up to six additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent or spouse of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for the use of illness leave shall apply to this leave as well. Use of illness leave under this Section 13.0 shall not extend the maximum period of leave to which an employee is entitled under Article XII, Section 20.0, Family Care and Medical Leave.

13.1 The following limits and conditions are placed upon allowing a personal leave or absence:

a. Except as provided in Section 13.0 k above, the total number of days allowed for such leave shall not exceed six (6) days per fiscal year;

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

c. The personal necessity leave shall not be granted during a strike, demonstration, or any work stoppage; and

d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance.

e. The employee shall be required to verify the nature of such necessity. The immediate administrator shall take whatever steps are reasonably necessary to become satisfied that a personal necessity within the limits of this Section did exist.

14.0 Personal Leave (Unpaid): An unpaid leave may, in the discretion of the District, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to the District, including but not limited to the following:

a. To be with a member of the immediate family who is ill;

b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;

c. To rest, subject to the approval by the District;

d. To remain with spouse if a change of residence is required;

e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;

f. To serve as a State Legislator -- such leave shall be renewed annually during the tenure of office, the above limitation notwithstanding; or

g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature.

14.1 Applications must be filed with the Personnel Commission and are subject to cancellation in the event of layoff.

15.0 Government Order Leaves (Commissions, Military, Witness, and Jury Service):

15.1 Paid leave of absence shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.

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15.2 An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

15.3 A paid leave of absence shall be granted to allow an employee to appear, in response to a subpoena duly served, (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Such paid leave shall not be granted, however, in any case or proceeding in which the employee is a litigant or in any case or proceeding for which the employee is required to appear as a result of or in any way connected with his/her employment by an employer other than the District. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

15.4 Jury Duty Leave (paid): A paid leave of absence shall be granted to any employee required to render jury service in any court within the State so long as such leave would not disrupt District operations in the employee's organizational unit. An employee shall provide to his/her supervisor no less than five (5) working days notice of a summons to jury service. However, if the summons to the employee does not allow for at least five (5) working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons. All jury fees received shall be remitted to the Accounting and Disbursements Division.

16.0 Conference and Convention Attendance: A paid leave may, in the discretion of the District and upon the recommendation of the appropriate division head, be granted for attendance at conferences and conventions sponsored by professional organizations which are approved by the appropriate administrator under all of the conditions noted below:

- a. The attendance leads directly to the professional growth of the employee and the improvement of the educational program of the District;
- b. The attendance does not result in unnecessary duplication of participation by District personnel; and
- c. The attendance does not necessitate the reimbursement of any expenses by the District to the employee.

16.1 A written or oral report of the conference may be requested by the appropriate administrator.

16.2 For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to utilize personal necessity leave under Section 13.0 of this Article.

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17.0 Miscellaneous Absences (Paid):

17.1 Examinations: Upon giving his/her immediate supervisor advance notice of not less than two (2) working days, an employee shall be permitted a paid absence to take an examination or participate in other District employment procedures during working hours.

17.2 A permanent employee shall be granted up to one (1) day per year with pay for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District.

17.3 An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the Workers' Compensation Appeals Board arranged by the District's Division of Risk Management and Insurance Services may attend without loss of salary.

18.0 Shift Change While On Leave: Employees assigned forty (40) hours per week to other than a five (5) day week (Monday-Friday), eight (8) hour shift shall be reassigned for time reporting purposes to a five (5) day week (Monday-Friday), eight (8) hour shift for the duration of any leave of absence of five (5) workdays or more.

19.0 A sworn employee involved in an incident in which the employee fires a weapon and, in so doing, injures another person shall either be placed on an administrative assignment until the District determines the employee is able to return to a regular assignment, or be authorized to utilize personal necessity leave under Section 13.0 of this Article provided the employee remains available to respond to an investigation of the incident.

19.1 Upon request, a sworn employee who is involved in a shooting where no one is injured shall be placed on administrative assignment until the District determines the employee is able to return to a regular assignment.

20.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months and who has served for 1250 working hours during the twelve (12) months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and hours or days worked during off-basis time shall count as "working hours". Family Care and Medical Leave absences of twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty (20) or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

20.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability. (2) "Spouse" means a husband or wife of an employee. (3) "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a

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child; a stepparent; or a legal guardian; and does not include a parent-in-law. (4) "Family member" means "child", "spouse", or "parent" as defined above. (5) "Serious health condition" means an illness, injury, impairment, or other condition that involves either "in-patient care" or "continuing treatment". (6) "Inpatient care" means a stay in a hospital or other medical facility and includes any subsequent treatment in connection with inpatient care. (7) "Continuing treatment" means treatment by a "health care provider" that involves one or more of the following: (a) a period of incapacity of more than three (3) consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two (2) or more treatments by a "health care provider", or treatment by a "health care provider" on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of a "health care provider"; (b) any period of incapacity due to pregnancy (including morning sickness); (c) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three (3) days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches); (d) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and (e) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three (3) days if not treated. (8) "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4 of Chapter 5 of Division 2 of the California Business and Professions Code, or any other individual duly licensed to practice medicine in another state or jurisdiction who directly treats or supervises the treatment of the serious health condition, or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

20.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within twelve (12) months of the birth, the adoption, or the foster care placement of the child. In addition, leave may be granted because of the serious health condition of a child of the employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

20.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal

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year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007.

Any leave an employee takes for the reasons specified in Section 20.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken either under this Section or under Section 9.0 above on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.

20.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for reason of the birth, adoption, or foster care placement of a child of the employee, the basic minimum duration of the leave shall be two (2) weeks; however, the District shall grant the employee leave of less than two (2) weeks' duration on two (2) occasions. If the leave is taken for a serious health condition of the employee or of the employee's family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short a time as one (1) hour (can be less than one (1) hour, if necessary).

If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position may include the altering of the employee's current job. The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started.

20.5 Notification: If the need for the Family Care and Medical Leave is foreseeable more than thirty (30) calendar days prior to the employee's need for leave, the employee shall give at least thirty (30) days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within two (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment or supervision to avoid disruption to the

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District's operations. In giving notice, the employee must include the qualifying event for which the leave is needed, e.g., birth of a child, serious health condition of parent, etc.

20.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes: (1) the date, if known on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and (4) a statement that the serious health condition warrants the participation of the employee to provide care. If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the leave application, medical certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than fifteen (15) calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken Family Care and Medical Leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, Family Care and Medical Leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Article.

In the case of leave due to a serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. The third health care provider, if necessary, shall be jointly approved by the District and the employee and this provider's opinion shall be binding. If the employee's leave has already begun during this medical review process, the employee will be considered to have taken Family Care and Medical Leave, pending the result of the examinations by the second and, if necessary, third health care provider. If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider.

20.7 Restrictions: In the event that parents who are both District employees each wish to take Family Care and Medical Leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be twelve (12) workweeks during a 12-month period, as defined in Section 20.3 above. These employees will still be eligible to take the remainder of their individual twelve (12) workweek allotment for Family Care and Medical Leave for a purpose other than the birth, adoption or foster care placement of a child.

20.8 Compensation: The Family Care and Medical Leave shall be an unpaid leave. An employee who takes Family Care and Medical Leave and who has accrued vacation may elect, or the District may require, the employee to utilize vacation for this purpose, in lieu of unpaid

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status. An employee who takes leave for the employee's own serious health condition may elect, or the District may require, the employee to utilize accrued illness days for the leave. During the leave, the District will continue to provide the health benefits package, and maintain the District contribution obligation pursuant to Article XIV, Health and Welfare, during the Family Care and Medical Leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than thirty (30) days after returning from the leave (unless the employee retires within thirty (30) days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve (12) workweeks. Accordingly, if an employee combines pregnancy leave with a Family Care and Medical Leave, the employee will only be entitled to continued health benefits for the first twelve (12) workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence.

20.9 Seniority: Accrual of seniority credit for the period of Family Care and Medical Leave shall be in accordance with Personnel Commission Rule 740.

20.10 Certification to Return to Work: The provisions of Section 11.6 and 11.7 shall apply to employees returning to work from a Family Care and Medical Leave (absence) due to the employee's own serious health condition.

20.11 Early Return From Leave: If the amount of leave needed is actually less than initially requested, the employee must notify the District of such an occurrence. Once the employee provides such notification, the District must reinstate the employee to the same or equivalent position within two (2) days.

ARTICLE XIII

WAGES AND SALARIES

1.0 The wages and salaries for Unit employees have been negotiated in good faith between LASPA and the District and shall be as set forth in Appendices A and B of this Agreement. The wages and salaries set forth in Appendices A and B are intended to, and do, meet any prevailing wage obligations which are or may be imposed upon the District.

ARTICLE XIV

HEALTH AND WELFARE

1.0 District Contribution Obligations: (as to all eligible District personnel): The District contribution rate and all other matters set forth herein shall be in accordance with the "Health Benefits Agreement between LAUSD and the Unions/Associations Representing District Employees" Agreement on Health and Welfare in Appendix E which is attached hereto for informational purposes only.

2.0 Plan Revisions through the District-wide Health and Welfare Committee: A District-wide Health Benefits Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) HBC member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote apiece. The District shall provide resource staff as determined by the HBC, and shall provide adequate paid release time for those HBC members who are employees of the District.

b. Decision Making -- Consensus shall be used in all HBC deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the unions present and voting.

c. Role of the HBC:

1) A consultant shall be mutually selected by the HBC and the District who will remain in a contractual and/or employment relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board. Such approval shall not be withheld except for good and sufficient cause.

2) The HBC shall be responsible for proposing all plan design modifications including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition, termination of health plans/providers for all active and retired employees provided that the HBC shall not recommend any changes that would expand eligibility. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this agreement.

3) All vendor contracts shall be negotiated by the HBC and/or its designated representative(s). Such contracts shall be subject to Board approval, which shall not be withheld except for good and sufficient cause.

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d. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the HBC. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

f. Effective no later than January 1 of any plan year, LASPA shall have the option of informing (in writing) the District and the other unions participating in the HBC of its intent to remove its Unit A pro rata share of District Health and Welfare Plan health benefit expenditures, assume the responsibility of providing a benefit program for its Unit A members, or having the District design and administer a health benefit program for its Unit A members. However, any removal of its Unit A pro rata share of District health benefit expenditures shall be subject to the precondition of nine (9) months' written notice to the District regarding LASPA's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary.

g. The District and the unions/associations will develop plans to address unfunded liability GASB 45 issues through the HBC.

3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:

a. Every employee who is assigned half-time or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for 800 or more hours as a result of any one assignment or any combination of assignments. For employees attaining eligibility under this paragraph, the enrollment year shall be September through August.

c. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefore with Benefits Administration.

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d. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partnership or upon the retirement or death of the spouse/domestic partner, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving a PERS/STRS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 800 hours and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be required in order to qualify for retiree health benefits for the life of the retiree.

d. For employees hired on or after June 1, 1992, but prior to March 1, 2007, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.

e. Employees hired on or after March 1, 2007 but prior to April 1, 2009 shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the “Rule of 80” eligibility requirement (section 4.0 (d) above) to receive employee and dependents’ health and welfare benefits (medical dental and vision) upon retirement as provided for in this Agreement.

f. Effective with sworn employees hired on or after April 1, 2009, the years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. This must include a minimum of twenty (20) consecutive years of service with the District immediately prior to retirement.

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g. For non-sworn employees hired on or after April 1, 2019, years of qualifying service and age must total at least eight-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

h. In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in those parts of Medicare for which eligible.

i. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving a PERS/STRS retirement allowance.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

5.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided. The eligible employee submits a "dependent add form" and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the thirty (30) day period.

a. Documentary Proof of Status Required for Dependents

Dependents

Documents Required (copy)

Legal Spouse

State- or County-issued Marriage Certificate

Domestic Partner

Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)

At least two of the documents listed in Section 5.1. (9) below

Child, to age 26*

Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)

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Stepchild, to age 26*	Birth Certificate and income status tax return showing dependent
Adopted Child, to age 26*	Adoption papers
Child who is a Legal Ward to age 26*	Court order establishing legal guardianship

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period
- (6) are at least eighteen (18) years of age
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence.
- (8) are mentally competent to consent to a contract
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

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c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26) or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age twenty-six (26).

d. If spouses/domestic partners are both District employees and each is covered both as an employee and as a dependent, the District will pay \$3000 to the dependent per coverage year who agrees to accept coverage under the same plan as his/her spouse/domestic partner, thereby creating coverage for one as the employee and one as a dependent.

e. If a District employee agrees to waive coverage from the District and accepts coverage solely under a plan of his/her spouse's/domestic partner's employer (not the District), the District will pay \$3000 to the employee, for each coverage year waived.

5.2 It is the responsibility of the employee to notify Benefits Administration immediately regarding the termination of his/her domestic partner relationship. The employee must submit "Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

5.3 For an employee whose spouse/domestic partner has other health insurance coverage, reimbursement will be limited to the maximum percentage allowed by the primary health plan. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

5.4 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans, dental plans and/or vision care plans. Benefits Administration shall establish and announce the date of said open enrollment period.

6.0 Life Insurance

6.1 District-Paid Life Insurance: For the District-paid basic life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

6.2 Employee-Paid Life Insurance: Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability, provided that a completed application is received by the third party administrator of the life insurance plan no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to

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the plan. Applications for employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse/domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

- An application for such coverage is made simultaneously with the employee's initial enrollment.
- The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by Benefits Administration within thirty (30) days of the acquisition of such dependent(s).
- Newborn children of the employee are automatically covered for the first thirty (30) days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the thirty (30) day period.

6.3 An employee whose life insurance enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

6.4 Continuation of Enrollment (Life Insurance)

a. With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one (1) year after which termination of coverage shall be processed and a conversion plan offered upon request.

b. With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the administrator of the life insurance plan.

7.0 Continuation of Enrollment (Health Benefits): With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

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7.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan.

8.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make payment as provided under Sections 6.3 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was submitted;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective; except for District paid life insurance in which case coverage shall terminate on the date the employee ceases to be employed.

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

8.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to Benefits Administration

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the premium paid by the District plus the amount allowed by law for

Article XIV – Health and Welfare

employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

9.2 It shall be the responsibility of the employee or the dependent to notify Benefits Administration of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

10.0 Miscellaneous Provisions

10.1 If any medical-plan premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a payment made under section 9.0 above by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

10.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

11.0 Employee Assistance Program

a. General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters. In addition, referral to confidential counseling by a professional familiar with the problems of law enforcement personnel shall also be available.

Article XIV – Health and Welfare

The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.

b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal:

1. The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.
2. The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.

The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.

c. Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.

12.0 The IRS 125 Flexible Spending Account program currently available to certain certificated employees shall be expanded to enable eligible Unit A employees to enroll.

ARTICLE XV

HOLIDAYS

1.0 Holidays: An employee in a regular assignment, or in an assignment in lieu of his/her regular assignment, shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Section 1.1 through 1.3.

January 1	New Year's Day
That date in January declared by the Board	Martin Luther King, Jr. Day
Third Monday in February.....	Presidents Day
Last Monday in May	Memorial Day
<u>June 19</u>	<u>Juneteenth Day</u>
July 4	Independence Day
That date declared by the Board	Admission Day
First Monday in September	Labor Day
November 11	Veterans Day
That Thursday in November proclaimed by the President	Thanksgiving Day
Day following Thanksgiving Day	Thanksgiving Friday
December 25	Christmas Day
That date declared by the Board	Alternate Lincoln Day Observance

1.1 The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

1.3 An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 25 and January 1 shall receive pay for the two holidays.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday. If Christmas Day falls on a Saturday or Sunday, any employee who works the actual Christmas Day holiday on Saturday or Sunday shall be compensated at the overtime rate.

ARTICLE XVI

VACATION

1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with paragraph 1.1. Active service means all of the time for which pay is received, excluding overtime.

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

<u>Employee's Years of Service</u>	<u>Vacation Accrual Factor Based on 40 hour Workweek</u>		<u>Employee's Hours of Paid Status Exclusive of Overtime</u>	=	<u>Employee's Hours of Accrued Vacation</u>
Less than 4 years	.03846				
14 or more years but less than 15	.05770				
15 years but less than 16	.06155	X			
16 years but less than 17	.06539				
17 years but less than 18	.06923				
18 years but less than 19	.07308				
19 years or more	.07693				

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

1 through 4 years.....	10 days
5 through 15 years.....	15 days
16 years	16 days
17 years	17 days
18 years	18 days
19 years	19 days
20 years	20 days

1.2 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be:

37.5 hours but less than 40 hours04087
35 hours but less than 37.504379
less than 35 hours03846

Article XVI – Vacation

During subsequent years of service vacation accrual shall be at the rate of the forty (40) hour workweek above.

1.3 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

1.4 Upon separation from employment, a permanent employee shall be entitled to lump sum compensation for all earned and unused vacation time.

1.5 Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty, or military leave.

1.6 Except as set forth in 1.13 below, in computing pay for vacation, all applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

1.7 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/illness, subpoena, bereavement, or military leaves or jury duty, he/she may request that his/her vacation date be changed.

1.8 No employee shall be permitted to accumulate accrued vacation in an amount greater than that which the employee earns in eighteen (18) pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount."

1.9 Employees are expected to take their vacation each year at any time or times approved by the appropriate supervisor. At the District's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. Vacation requests shall be approved or denied in writing by the Department within seven (7) working days of receipt of the vacation request. If employees in the same classification submit requests for vacation that result in a scheduling conflict (i.e., all requests cannot be granted), the employee with the greatest seniority in that classification shall be given preference, provided that this provision regarding seniority governing applies only to requests for vacation during the current or next pay period. Vacation requests that have been approved shall not be superseded by any subsequent request of another employee. Employees may be required to use accumulated vacation earned in prior years at any time approved by the appropriate supervisor. Once an employee's vacation schedule or request is

Article XVI – Vacation

submitted and approved pursuant to the above, no change can be made by the employee without submission and approval of an alternative vacation schedule for the date(s) in question.

1.10 After an employee's vacation has been approved by the appropriate supervisor, no change will be made without ten (10) days prior notice to the employee unless previously unforeseen circumstances would cause such absence to significantly interfere with the operations of the Department whereby such notice will be given as soon as practicable. For an employee so affected a reasonable effort will be made to reschedule the vacation at another time convenient to the employee pursuant to Section 1.9 above. Requests by employees to cancel approved vacation shall be submitted in writing and approved by the Department.

1.11 An employee that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee.

1.12 The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

- a. When the employee fails to provide an annual vacation schedule per 1.9 above;
- b. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount as provided in 1.8 above;
- c. The District may prohibit unit members from scheduling or taking vacation during periods when students are in session. "When students are in session" shall be defined as "periods other than winter, spring, and summer recess periods and during other periods when students are not in attendance for ADA purposes". Such denials shall not be unreasonable or without justification.

An employee may grieve the denial of a vacation request as unreasonable or without justification. At the option of the employee, such a grievance shall proceed directly to Step III of the Grievance Procedure, Article V, Section 11.0.

1.13

- a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the

Article XVI – Vacation

employee's total annual vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, including vacation hours used during 1994-95, that employee shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank annually at the end of the fiscal year.

c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. This limitation shall include vacation used in lieu of half-pay illness pursuant to Article XII, Section 11.5. Exceptions may be made at the sole discretion of the District, but must be pre-approved in writing by the Superintendent or designee.

1.14 Except as set forth in 1.13 above with respect to the employee's 1994 accrual bank, upon separation from service, the dollar value of the employee's vacation balance shall be paid in a lump sum at the employee's salary rate at the time of such separation (pursuant to 1.6 above).

ARTICLE XVII

SAFETY

1.0 The responsibility for providing for reasonably safe working conditions which are in conformance with applicable law and which are within fiscal constraints shall be the District's. Employees shall be responsible for complying with safety procedures and practices and for reporting to the immediate supervisor as soon as possible any unsafe condition, facility, or equipment. There shall be no reprisal against an employee for reporting any unsafe condition, facility, or equipment.

2.0 A sworn employee shall not be required to work a night shift field assignment or extra duty field assignment during hours of darkness without a partner; provided, however, that a single individual may be assigned by the District when necessary to provide required services.

3.0 In view of the nature of the duties performed by bargaining unit personnel, the District, upon request by LASPA, will meet with LASPA's representative and two of its members to consult on matters related to safety and equipment provided by the Department. Such meetings shall be arranged by mutual agreement.

ARTICLE XVIII

ENTIRE AGREEMENT

1.0 LASPA agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor LASPA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or LASPA at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement, pursuant to mutual consent.

ARTICLE XIX

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2025.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or LASPA at any time after January 1, 2025.

APPENDIX A

WAGES, SALARIES AND RETIREMENT BENEFIT

July 1, 2023

Class Code	Class Title	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5
4215	Police Detective	Hourly	\$37.26582	\$39.38933	\$41.59256	\$43.93539	\$46.35798
4221	Police Officer	Hourly	\$33.46747	\$35.32179	\$37.33562	\$39.42921	\$41.64243
4233	School Safety Officer	Hourly	\$18.55356	\$19.54878	\$20.67601	\$21.81338	\$23.02184
4224	Senior Police Officer	Hourly	\$35.32179	\$37.33562	\$39.42921	\$41.64243	\$43.94536

APPENDIX B

ALLOWANCES AND DIFFERENTIALS

1.0 Pay Allowances

1.1 Civic Center and Special Meeting Assignments: Meeting Attendants who perform duties at Civic Center and special school meetings shall be compensated at the employee's regular rate of pay in fifteen (15) minute units for the time actually served. Within the District boundaries, priority for assignment as Meeting Attendant shall be given to Building and Grounds Worker, Plant Security Aide and, when use of buildings are not required except lavatories, Gardener classes.

1.2 Uniforms and Special Equipment

a. The District agrees to provide each Officer the following items to be paid for by the District: two long-sleeve shirts and three short-sleeve shirts; three pairs of trousers; one tie and tie bar; one dress belt; one light-weight jacket and one heavy jacket; one complete "Sam Brown" together with appropriate attachments for standard equipment issue; and suitable rain gear. Shoulder patches shall be attached to all uniform shirts and jackets. The items described above shall be replaced when deemed necessary by the District due to normal wear and tear.

b. All sworn personnel shall be issued one standard I.D. badge; in addition, such employees may purchase at their own expense through the District a flat I.D. badge in wallet-type holder. The cost of repair or refinishing of the flat badges shall be borne by the employee. Flat badges become the property of the District and shall be returned to the District upon separation from the service or termination of the assignment; issuance of the employee's final paycheck shall be contingent upon return of the flat I.D. badge.

c. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the monetary value of District issued uniforms provided up to \$(500.00), as needed (the parties can revisit this amount at any time during the life of the agreement). Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions.

i. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

1.3 Uniform Allowance: Employees will be reimbursed \$700 in each fiscal year for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses.

The allowance shall be paid in December each year as a lump sum, and shall be prorated upon termination of employment or the end of a uniform assignment. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the \$700.00 Uniform allowance provided to each employee for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses.

Appendix B – Allowances and Differentials

Notwithstanding the foregoing, upon appropriate verification, uniform items for any Officer which are damaged in the performance of assigned duties will be replaced or repaired at District expense.

2.0 Pay Differentials -- General

2.1 An earned salary differential in addition to the regular rate of pay specified in Appendix A shall be paid to affected employees under the conditions and in the amount specified in this Appendix.

2.2 Long-Term Salary Differentials as designated in this Appendix shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent for twenty (20) consecutive days or more and for which payment shall be continued during paid absences of the employee. An employee receiving a long-term salary differential shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

2.3 Short-Term Salary Differentials as designated in this Appendix shall be for the performance for fewer than twenty (20) consecutive days of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

2.4 A differential authorized under this Appendix shall not affect salary allocation upon change of assignment.

2.5 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the administrator.

2.6 Bilingual Differential: A regular employee shall be paid a long-term salary differential for using bilingual skills upon certification from the appropriate superintendent or division or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language or to converse fluently in a non-English language. In order to qualify for a bilingual differential, the employee must meet English and non-English language proficiency standards prescribed by the Personnel Commission. Such English and non-English language proficiency standards shall include required reading, writing, and/or oral communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

a. Eligible full-time employees shall be paid at the rate of \$.2875 per hour if required to speak, read, write a non-English language, \$.174 per hour if only required to converse in a non-English language.

b. The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

Appendix B – Allowances and Differentials

c. An approved differential shall become effective on the first day of the pay period following completion of the provisions of Section 2.6, above, and shall continue during paid absences. The differential shall not affect salary allocation upon change of assignment.

2.7 Shift Differential for Plant Security Aides: The District agrees to continue its practice of paying shift differentials as described in a - d below.

a. Flat-rated employees who work one-half ($\frac{1}{2}$) or more of their assigned time between 5:00 p.m. and midnight shall receive a long-term differential of five and one-half (5½%) percent above the regular rate of pay. Flat-rated employees who work one-half ($\frac{1}{2}$) or more of their assigned time between midnight and 7:00 a.m. shall receive a long-term differential of eleven (11%) percent above the regular rate of pay.

b. Except as provided in 2.7c below, non-flat-rated employees who work one-half ($\frac{1}{2}$) or more of their assigned time between 5:00 p.m. and midnight shall receive a long-term salary differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half ($\frac{1}{2}$) or more of their assigned time between midnight and 7:00 a.m. shall receive long-term salary differential of two steps on the salary schedule for their class.

c. Non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight and who are on the fifth step of the salary schedule of their class, shall receive a shift differential of five and one-half (5½%) percent. Such employees who work one-half or more of their assigned time between midnight and 7:00 a.m. and who are on the fourth or fifth step of the salary schedule for their class, shall receive a shift differential of eleven (11%) percent.

d. If such shifts are worked less frequently than five (5) days a week, such differential shall be paid only for those days on which such shifts are worked.

2.8 Performance Incentives:

a. All full time unit members in sworn peace officer positions who have satisfied all requirements for a Basic Certificate issued by the Commission on Peace Officer Standards and Training of the State of California (P.O.S.T.) shall receive a 2% incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Intermediate Certificate shall receive a 5% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate shall receive an 10% Performance Incentive on base pay per pay period.

b. P.O.S.T. Performance Incentives shall be paid as of the first day of the pay period following satisfactory demonstration to the Chief of Police or his/her designee that the unit member qualifies for the Basic, Intermediate or Advanced P.O.S.T. Performance

Appendix B – Allowances and Differentials

Incentive.

- c. A unit member may receive only one of the P.O.S.T. Performance Incentives.

2.9 Non-sworn Incentive:

- a. All unit members in permanent, regular, non-sworn positions who have satisfactorily completed the department's basic safety training, and its periodic in-service training shall receive a 4% incentive on base pay per pay period.

3.0 Salary Placement: Ordinarily, entry level placement on the salary schedule shall be at the lowest step of the schedule authorized by the District for the classification or at the hourly rate established for the classification. Notwithstanding the foregoing, the District may, at its sole discretion, develop procedures and criteria for its use for "rating in" new hires in bargaining unit classes at the appropriate level on the salary schedule. Any such rating in procedures and criteria shall not require any change in pay rates for the then employed unit members.

4.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years as to the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period.

4.1 A day in paid status for purposes of this section shall be defined as the employee's average number of assigned hours per day, including:

- a. Limited-term assignments in the same, equal, or higher class.
- b. In the event of demotion following promotion to a regular position, time spent in a higher class.
- c. Time spent on leave resulting from an industrial injury/illness.

5.0 Salary Placement upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

6.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall be reimbursed for such usage at the Internal Revenue Service established standard business rate for all miles driven.

Appendix B – Allowances and Differentials

7.0 Senior Officer: No persons shall be appointed regularly to a Senior Officer position unless they qualify by competitive examination. The District reserves the right to determine the number of Senior Officer positions to be established and filled.

8.0 Longevity Increment: All unit members who have completed the required years of District service, as defined below, shall be eligible to receive a longevity increment.

8.1 The longevity increment shall become effective on the first day of the second Special School Month following completion of the qualifying number of years of service.

8.2 A “year of service” for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

8.3 The longevity increment shall be part of the employee’s basic wage for the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day or forty (40) hours per week shall receive a proportionate amount of the applicable increment.

8.4

a. The longevity increment for unit members in a sworn peace officer position shall be five (5%) percent above the base rate of pay after five (5) years of qualifying District service in a sworn peace officer classification.

b. The longevity increment for unit members in a sworn peace officer position shall be eleven (11%) percent above the base rate of pay after eight (8) years of qualifying District service in a sworn peace officer classification.

c. The longevity increment for unit members in a sworn peace officer position shall be fifteen (15%) percent above the base rate of pay after fifteen (15) years of qualifying District service in a sworn peace officer classification.

8.5 The longevity increment schedule for years of qualifying District service for School Safety Officers shall be:

\$100 per pay period after 5 years

\$125 per pay period after 10 years

Fifteen (15%) percent above the base rate of pay after fifteen years of qualifying District service in a non-sworn classification.

8.6 The longevity increment schedule for years of qualifying District service for

Appendix B – Allowances and Differentials

Plant Security Aides shall be:

- \$64 per pay period (equivalent to \$.402625 per hour) after 10 years
- \$69 per pay period (equivalent to \$.433875 per hour) after 15 years
- \$74 per pay period (equivalent to \$.465125 per hour) after 20 years
- \$79 per pay period (equivalent to \$.496375 per hour) after 25 years
- \$84 per pay period (equivalent to \$.527625 per hour) after 30 years

9.0 Tuition Reimbursement: The District may grant tuition reimbursement to permanent Unit employees under the conditions specified below:

- a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.
- b. Approval for reimbursement shall be obtained on the appropriate form signed by Division head or designee before the commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled upon request to know the reasons for the disapproval.
- c. The District encourages its employees to obtain work- specific degrees and additional professional certifications for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District. The course(s) or program must be directly related to the employee's current or future service within the District and for such purpose.
- d. The course(s) or program shall not be taken during the employee's assigned duty hours.
- e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.
- f. Tuition reimbursement shall be limited to a maximum of six hundred dollars (\$600) for any individual employee during any twelve (12) month period.
- g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

Appendix B – Allowances and Differentials

9.1 Provisions of this Section shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association.

9.2 An employee who terminates employment with the District within six (6) months of receiving tuition reimbursement pursuant to this Section, shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

**LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES SCHOOL POLICE
ASSOCIATION ("LASPA")
MEMORANDUM OF UNDERSTANDING 2022-2025
Unit A**

This Tentative Agreement is made and entered into this 6 day of June, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles School Police Association ("LASPA") for employees in Unit A.

Pursuant to the parties' 2020-2023 Agreement, the District and LASPA have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2022-2025 Agreement is the successor to the parties' 2020-2023 Agreement and is the final resolution to all matters, including the 2022-2023 Reopener associated with that Agreement. The parties hereby agree as follows:

The term of this Agreement shall cover a period through June 30, 2025 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice). The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2023 Agreement are incorporated as part of the LAUSD-LASPA 2022-2025 Agreement except as modified below, or as required to make appropriate, mutually agreed to, non-substantive language corrections.

B. **COMPENSATION:**

i. 2022-2023 Salary Increase:

SWORN:

Effective July 1, 2022, all SWORN Unit A bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

Effective January 1, 2023, all SWORN Unit A bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.

NON-SWORN:

Based on the salary table effective July 1, 2022, all NON-SWORN Unit A bargaining unit members shall receive a 7% on-schedule wage increase applied to the base salary tables.

ii. 2023-2024 Salary Increase:

SWORN:

Effective July 1, 2023, all SWORN Unit A bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES SCHOOL POLICE
ASSOCIATION ("LASPA")
MEMORANDUM OF UNDERSTANDING 2022-2025
Unit A

Effective January 1, 2024, all SWORN Unit A bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.

NON-SWORN

Based on the salary table effective July 1, 2023, all NON-SWORN Unit A bargaining unit members shall receive a 7% on-schedule wage increase applied to the base salary tables.

Effective January 1, 2024, Step 1 for the School Safety Officer classification will be increased to \$22.52, with the subsequent Steps adjusted accordingly.

iii. **2024-2025 Salary Increase:**

SWORN

Based on the salary table effective July 1, 2024, all SWORN Unit A bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

Based on the salary table effective January 1, 2025, all SWORN Unit A bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.

NON-SWORN

The classification of School Safety Officer is not included in the on-schedule 2024-2025 wage increase, as an additional increase is being provided in January 2024, during the 2023-2024 year.

C. ADDITIONAL AGREEMENTS:

- 1. Article XV - Holidays
- 2. Article XIX -Term of Agreement

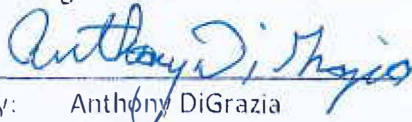
D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2025, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice.

LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES SCHOOL POLICE
ASSOCIATION ("LASPA")
MEMORANDUM OF UNDERSTANDING 2022-2025
Unit A

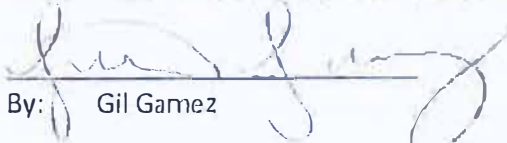
The above is subject to ratification by the members of Unit A and final approval by the LAUSD Board of Education.

Date of agreement: 6/6/23

Los Angeles Unified School District


By: Anthony DiGrazia
Office of Labor Relations

THE LOS ANGELES SCHOOL POLICE ASSOCIATION


By: Gil Gamez
LASPA President

Adopted and approved by the Board of Education on June 20, 2023.


By: Jackie Goldberg
President

ARTICLE XV

HOLIDAYS

1.0 Holidays An employee in a regular assignment, or in an assignment in lieu of his/her regular assignment, shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Section 1.1 through 1.3

January 1 New Year's Day

That date in January declared by the Board

Martin Luther King, Jr. Day

Third Monday in February Presidents Day

Last Monday in May Memorial Day

June 19 Juneteenth Day

July 4 Independence Day

That date declared by the Board Admission Day

First Monday in September Labor Day

November 11 Veterans Day

That Thursday in November proclaimed by the President Thanksgiving Day

Day following Thanksgiving Day Thanksgiving Friday

December 25 Christmas Day

That date declared by the Board Alternate Lincoln Day Observance

1.1 The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

1.3 An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 25 and January 1 shall receive pay for the two holidays.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday. Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday. If Christmas Day falls on a Saturday or Sunday, any employee who works the actual Christmas Day holiday on Saturday or Sunday shall be compensated at the overtime rate.

ARTICLE XIX

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2025.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or LASPA at any time after January 1, 2025.

**BARGAINING PROPOSAL
FOR A 2022-2023 HEALTH BENEFITS AGREEMENT
BETWEEN THE
LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE UNIONS/ASSOCIATIONS
REPRESENTING DISTRICT EMPLOYEES
June 22, 2022**

I. PURPOSE

The terms and conditions of this 2022-2023 Health Benefits Agreement (“Agreement”) constitute the successor agreement to the 2018-2020 and 2021 Health Benefits Agreements. This Agreement is intended to continue to accomplish the following purposes:

1. Establish and maintain stability in the delivery, annual cost, and level of District contributions to health and welfare benefits;
2. Mitigate, if not remove, the necessity for annual negotiations over matters relating to the cost of health and welfare benefits;
3. Provide through the term of this MOU, sufficient resources to the Health Benefits Committee (“HBC”) to allow for the same level of coverage for current employees and retirees and to recognize that the provision of such resources shall be recognized by all parties as part of negotiated total compensation for District employees;
4. Emphasize the critical role of the Health Benefits Committee (“HBC”) to contain costs within the annual “budget” for healthcare (plus reserve funds, if any) through plan design and, if necessary, through direct contributions from participants;
5. Incentivize the HBC to continue to find cost savings and enact, in a timely and preventive manner, meaningful changes to District plan designs and to take whatever measures are necessary to “live within” the health and welfare budget as set forth herein; and
6. Address meaningfully the District’s growing unfunded liability resulting from other post-employment benefits (OPEB) in accordance with GASB.

II. ROLE AND OPERATIONS OF THE HEALTH BENEFITS COMMITTEE (“HBC”)

1. Plan Consultant: A consultant shall be mutually selected by the HBC and the District, who will remain in a contractual relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be withheld except for good and sufficient cause.
2. HBC Responsibility for Plan Design: The HBC shall be responsible for proposing all plan design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition, termination of health plans/providers for all active and retired employees. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this Agreement. The HBC shall not recommend any changes that would expand eligibility; it being understood that questions of eligibility, including for new hires, are decided by each bargaining unit through the unit specific collective bargaining agreements.

3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBC and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval, which shall not be withheld except for good and sufficient cause.
4. Calculations of Defined District Total Annual Contribution: For purposes of determining the District's contribution for any given calendar year to account for increases or decreases in covered participants (excluding AB528, COBRA and Charter School Participants, but including opt-out participants) as set forth below, the District's aggregate estimated contributions set forth below have been converted to a "per participant" contribution and relating to the number of benefitted participants who are active employee enrollees, enrolled pre-Medicare-eligible retirees, and enrolled Medicare-eligible retirees as of November of the preceding calendar year based upon the SAP census. The total net District Contribution shall be calculated based on the actual per capita cost of active employees plus the actual cost of retirees, multiplied by the actual enrollment of active and retired participant.
5. Components of District Contribution: The District's annual "total contribution" or "total aggregate contribution" amounts as set forth throughout this Agreement represent the complete and total amount of such contribution from all sources. Therefore, while sources such as interest earned on the health fund, Medicare D reimbursements, or any other rebates or refunds, e.g. EGWP savings, may be utilized by the District to contribute to its total contribution amounts, they shall not be utilized to increase such contribution obligations beyond the amounts set forth herein.
6. Administrative Costs: The requirement that health benefit expenses "live within" the annual budget as established by the District's annual contribution shall include, as an expense to be covered by the health fund, costs associated with administration of the health fund with the expenses and contributions to be evaluated on an incurred basis. By May 15 of each plan year covered by this Agreement, the District shall provide the HBC with an itemized report on the administrative costs incurred in the previous plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions by the HBC and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and HBC shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work, and estimated costs.
7. Unspent Reserve Funds: Any unspent funds in the health fund (after all of the prior year's costs have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year, except that any funds in excess of \$100,000,000 in the current year shall be returned to the District's General Fund or as a credit to the District's contribution amount for the following year. Such Plan funds are referred to herein as the "reserve fund," the "reserve account," the "carryover balance(s)," or the "beginning balance(s)." Such a balance is one-time money, (meaning that reserves that are spent are not replenished as part of the annual budget) that shall only be used to offset increases in benefits costs if, needed. Conversely, if actual costs for any given year exceed the District's defined total aggregate contribution and the reserve fund and the District is required to contribute more funds than its defined total aggregate contribution, such additional funds shall be deducted from the District's contribution obligation for the following year.
8. HBC's August 1 Obligations: The HBC shall take action and the parties shall ratify Plan agreements by August 1 of the prior year, that result in a total projected health benefits cost for the upcoming

year that does not exceed the District’s contribution set forth below, plus available beginning balance “reserve fund” revenue carried over from the prior year, if any.

9. Cooperation between HBC and the District: It is agreed that the arrangements and relationships between the HBC and the District are to be approached on a mutually cooperative and professional basis, with full reciprocal disclosure of Plan-related data and practices.

III. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

1. Quarterly Report: The Plan Consultant/District shall report to the HBC and all participating unions/associations on a quarterly basis regarding the status of the Health Fund. Specifically, such reports shall indicate whether the full accrued or incurred (i.e., this means that expenses are to be recognized in the period they are accrued/incurred regardless of when they are paid) expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover “reserve fund” balances. This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
2. Required Plan Design Changes: If any two consecutive reports project a shortfall, the HBC shall act immediately to implement plan design changes pursuant to this Agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take such action, or if the District asserts that the proposed HBC action is insufficient to avoid a deficit, the dispute resolution procedure in section V-2 (Expedited Arbitration Process) shall apply.
3. Deduction From Contribution For Following Year: If any of the foregoing actions does not negate the shortfall (defined as exhaustion of total annual District contribution and reserves) in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District’s contribution to the Health Fund for the following year.

IV. CONTRIBUTIONS TO THE HEALTH FUND 2022-2023 PLAN YEARS

1. Base Contributions: The per-participant base contribution amounts for 2021 are \$14,012.99 per active enrollee, \$20,449.46 per retired pre-Medicare-eligible enrollee, and \$7,111.07 per retired Medicare-eligible enrollee.
2. 2022 Contributions: The 2022 per-participant contribution level will remain at \$14,012.99 per active enrollee, \$20,449.46 per retired pre-Medicare-eligible enrollee, and \$7,111.07 per retired Medicare-eligible enrollee.
3. 2023 Contributions: The 2023 per-participant contribution level will be \$15,306 per active enrollee, \$22,337 per retired pre-Medicare-eligible enrollee, and \$5,065 per retired Medicare-eligible enrollee.
4. Reserve Funds and Maintenance of/Limitations on Reserve Fund: If the HBC during the life of this agreement adopts cost saving measures that the Plan Consultant, using his/her professional judgment, projects should have a positive impact on the District’s OPEB liability of at least \$200,000,000 and unspent reserves are less than \$100,000,000 on December 31, 2023, the District Contribution for the 2023 Plan Year shall be increased to ensure unspent reserves of no less than \$100,000,000 at the beginning of the 2024 Plan Year. The District shall not be required to make a replenishment contribution if the HBC, during the life of this agreement, voluntarily makes changes that result in the health plan options being more expensive (e.g., by decreasing co-pays/deductibles

or increasing the aggregate costs of benefits/services). The parties shall submit any dispute about whether the HBC enhanced the current health care plans in a way to make them more expensive to final and binding arbitration. If the arbitrator finds that the HBC made the plans more expensive, then the District will not be obligated to make a replenishment payment.

Any reserve amount in excess of \$100 million as of the current year” shall, at the discretion of the District, either be returned to the District’s General Fund or be used to offset the District’s contribution level for the following year.

V. DISPUTE RESOLUTION PROCEDURES

1. The following types of disputes are subject to the identified resolution procedures set forth below:
 - a. If the HBC fails to take action by August 1 of any given year to contain health and welfare benefit costs within the District contribution obligations/limits and reserve funds, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligation/limits (“within the budget” as set forth above), or over whether the District has fulfilled its contribution obligations under this Agreement, see expedited arbitration process in-Section 2 below;
 - b. If there is a dispute as to whether the Board of Education has withheld approval of a timely submitted HBC negotiated vendor contract without good and sufficient cause, see section 3 below.
 - c. If there is a claim asserted by the District that a planned change is illegal, (see section 4 below);
 - d. If there is a claim asserted by the District that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future plan participants (see section 5 below); or
2. Expedited arbitration process for resolving disputes as to whether proposed plan changes will contain Health and Welfare costs within the budget or whether the District has fulfilled its contribution obligations under this Agreement:
 - a. The issues in dispute regarding whether proposed plan design changes will contain health and welfare costs within the budget and/or whether the District has fulfilled its contribution obligations under this Agreement shall immediately be submitted to expedited binding arbitration before a three-person panel comprised of one union/HBC representative, one District representative, and a third neutral panel member agreed to by the first two panel members or, failing that, from a list provided by the California State Mediation and Conciliation Service. Such selection shall occur within three (3) work days of August 1.
 - b. Such arbitration shall occur within five (5) work days of August 1.
 - c. The sole issues for arbitration shall be (i) whether the HBC plan design recommendations contain costs come within the District contribution obligation plus carryover “reserve fund” balances (if any), and/or (ii) whether the District has fulfilled its contribution obligations under this Agreement. The arbitration panel shall have no authority to increase the District’s contribution as set forth in this Agreement. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.

- d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover "reserve fund" balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to ten (10) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined per participant contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the District's contribution obligation plus carryover "reserve fund" balances if any, which shall be binding on the parties.
3. Expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause:
 - a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
 - b. Such issue shall immediately be submitted to expedited binding arbitration, before a panel, selected per section 2.a and with the arbitration occurring within the time limit of section 2.b. above.
 - c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to renegotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.
 4. Procedure If District Asserts HBC Proposed Action is Illegal:
 - a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a brief summary of legal authorities and reasoning for this assertion.
 - b. The HBC may respond to the District in writing within five (5) work days with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.
 5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present of future Plan participants:
 - a. If the District makes the assertion stated in section 5 immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted to mediation immediately.

- b. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
 - c. The mediation shall be held as soon as possible, but in no event later than ten (10) work days following selection of the mediator.
 - d. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendation within three (3) workdays following the mediation.
 - e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not), shall be implemented.
6. Costs: If the time lines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.
7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District, consistent with an arbitration panel finding (as provided for in V, 2, d), may implement plan design changes and/or premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level. Upon request, the District will consult with the unions before implementing any such measures to discuss any possible cost savings alternatives. Such consultation shall be completed within thirty (30) calendar days of notice from the District.

VI. WITHDRAWAL FROM HBC

Prior to the November census of participants of any given year, each union shall have the option of informing (in writing) the HBC of its intention to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union or by the District) and to establish a separate plan for its participants to be implemented for such removed participants for the second January 1 upcoming (e.g., a notice given October 30 of 2022 would be subject to implementation (assuming that it is finalized) effective by January 1, 2024).

VII. COMMITTEE: ALTERNATIVES TO REDUCE THE UNFUNDED LIABILITY FOR RETIREE BENEFITS (GASB 75) AND TO DISCUSS WAYS TO REDUCE THE PERCENTAGE OF SPENDING ON HEALTH CARE AS A PERCENTAGE OF THE DISTRICT'S TOTAL BUDGET

1. The parties agree to the establishment of a subcommittee, equally seated and comprised of three (3) representatives appointed by the District and three (3) representatives appointed by the unions' party to this Agreement through the auspices of the HBC. The Unions shall choose the chairperson.
2. Agenda: The committee shall meet no less than quarterly, and more often if mutually agreed. The committee shall meet to discuss alternatives for reducing the District's unfunded liability for retiree benefits that is the subject of GASB 75 and of finding ways to ensure that the percentage of spending on healthcare as a total percentage of the District's budget does not increase. The agenda, including specific subjects that either party desires to discuss, shall be developed through input and submissions from the respective representatives.
3. Recommendations: Within twelve (12) months from the establishment of the subcommittee referenced herein, a written report containing the alternatives discussed together with any specific recommendations shall be submitted to the HBC and the Superintendent. Any such recommendations related to plan design change may be implemented by the HBC through its normal procedures.

VIII. IMPACTS OF LEGISLATION

The parties shall, upon the written request of either the District or the unions (collectively), meet and negotiate over the impact (if any) of newly adopted state or national legislation or regulations upon the Health Plans or this Agreement, including but not limited to any legislation or implementing regulations arising under the Health Care Reform and Affordable Care Act of 2010, or Court decisions affecting such legislation or regulations, including but not limited to reopening of current terms of this Agreement to respond to such matters.

IX. TERM OF AGREEMENT

This Agreement shall cover the Health Benefit Plan years for 2022 & 2023, and expire December 31, 2023. The parties agree to begin bargaining for a successor healthcare agreement upon request by either party after March 15, 2023.

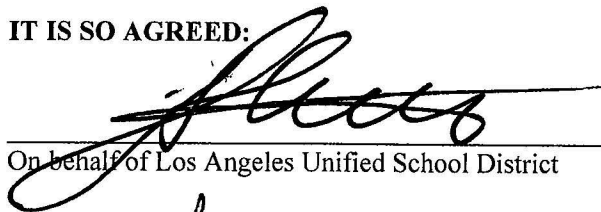
X. EXPIRATION OF AGREEMENT

In the absence of a subsequent negotiated-agreement, the District's per-enrollee contribution levels of the most recent Plan year shall remain in effect, and the District may unilaterally implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's contribution levels, subject to upward adjustment due to existing ending reserve fund balances (if any), and/or to downward adjustment to reflect prior year expenditures which exceeded the then-current contribution obligation (if any).


XI. ENTIRE AGREEMENT

This document contains and embodies the final and entire agreement between the parties governing the provision of Plan benefits to District employees for 2022-2023, replacing and superseding all prior negotiations, proposals, and the 2018-2020, and 2021 Health Benefits Agreements, except that it shall have no impact on the terms and conditions of the previous MOU for the 2021 calendar year. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for the 2022-2023 Health Benefits that are not explicitly stated in this Agreement. This Agreement may be amended or supplemented, but only by mutual written agreement.

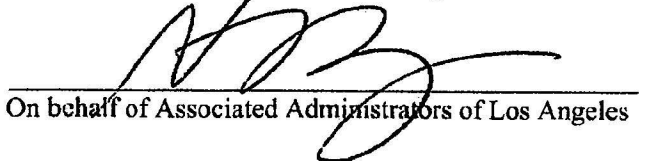
IT IS SO AGREED:


On behalf of Los Angeles Unified School District


8/30/22
Date


On behalf of United Teachers Los Angeles

6/27/2022
Date


On behalf of Associated Administrators of Los Angeles

6/22/2022
Date


On behalf of California School Employees Association and its Los Angeles Chapter 500

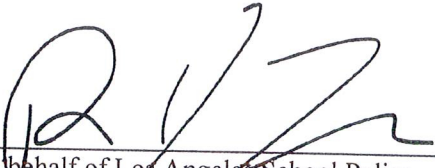
7/7/2022
Date


On behalf of LA/Orange Counties Building and Construction Trades Council

6/28/2022
Date


On behalf of Los Angeles School Police Association

6/28/2022
Date


On behalf of Los Angeles School Police
Management Association

6/28/22
Date

Pamela Stevenson
On behalf of SEIU, Local 99

Pamela Stevenson (Jul 14, 2022 13:26 PDT)
Date

Adriana Salazar Avila
On behalf of Teamsters, Local 572

6/28/22
Date

Adopted and approved by the Board of Education on: 8/30/22

Date

By: 
Kelly Gonez, Board President

**2024 - 2025 HEALTH BENEFITS BARGAINING AGREEMENT
BETWEEN THE
LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE UNIONS/ASSOCIATIONS
REPRESENTING DISTRICT EMPLOYEES
October 5, 2023**

I. PURPOSE

The terms and conditions of this 2024 - 2025 Health Benefits Agreement (“Agreement”) constitute the successor agreement to the 2022 - 2023 Health Benefits Agreement. This Agreement is intended to continue to accomplish the following purposes:

1. Establish and maintain stability in the delivery, annual cost, and level of District contributions to health and welfare benefits;
2. Mitigate, if not remove, the necessity for annual negotiations over matters relating to the cost of health and welfare benefits;
3. Provided through the term of this MOU, sufficient resources to the Health Benefits Committee (“HBC”) to allow for the same level of coverage for current employees and retirees and to recognize that the provision of such resources shall be recognized by all parties as part of negotiated total compensation for District employees;
4. Emphasize the critical role of the Health Benefits Committee (“HBC”) to contain costs within the annual “budget” for healthcare (plus reserve funds, if any) through plan design and, if necessary, through direct contributions from participants;
5. Incentivize the HBC to continue to find cost savings and enact, in a timely and preventive manner, meaningful changes to District plan designs and to take whatever measures are necessary to “live within” the health and welfare budget as set forth herein; and
6. Address meaningfully the District’s growing unfunded liability resulting from other post- employment benefits (OPEB) in accordance with GASB.

II. CONTRIBUTIONS TO THE HEALTH AND WELFARE FUND 2024 & 2025 PLAN YEARS

The District shall make contributions to fully fund the per participant costs of the Health and Welfare Agreement for the 2024 and 2025 calendar years, exclusive of any plan design changes that increase benefit costs and inclusive of Administrative costs as outlined in ART III, Section 5. Future contributions shall be subject to negotiations for a successor agreement. Such negotiations shall commence in January 2024 with a facilitator if mutually agreeable to the parties.

III. ROLE AND OPERATIONS OF THE HEALTH BENEFITS COMMITTEE (“HBC”)

1. Plan Consultant: A consultant shall be mutually selected by the HBC and the District, who will remain in a contractual relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be withheld except for good and sufficient cause.
2. HBC Responsibility for Plan Design: The HBC shall be responsible for proposing all plan design modifications, including but not limited to co-pays, deductibles, premium contributions, assessments, and selections, addition, termination of health plan/providers for all active and retired employees. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this Agreement. The HBC shall not recommend any changes that would expand eligibility; it being understood that questions of eligibility, including for new hires, are decided by each bargaining unit through the unit specific collective bargaining agreements.
 - a. In alignment with Article I Section 5 on an annual basis, the HBC will direct the consultant to survey current health benefit offerings available to employers, including but not limited to public employers of comparable size and scope.
3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBC and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval, which shall not be withheld except for good and sufficient cause.
4. Components of District Contribution: The District’s annual “total contribution” or “total aggregate contribution” amounts as set forth throughout this Agreement represent the complete and total amount of such contribution from all sources.

Therefore, while sources such as interest earned on the health fund, Medicare D reimbursements, or any other rebates or refunds, e.g., EGWP savings, may be utilized by the District to contribute to its total contribution amounts, they shall not be utilized to increase such contribution obligation beyond the amounts set forth herein.

5. Administrative Costs: The requirement that health benefits expenses “live within” the annual budget as established by the District’s annual contribution shall include, as an expense to be covered by the health fund, costs associated with administration of the health fund with the expenses and contributions to be evaluated on an incurred basis. On a quarterly basis, the District shall provide the HBC with an itemized report on the administrative costs incurred in the current plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions by the HBC and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and HBC shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work, and estimated costs.

The District shall make available to the HBC all information regarding the funding of benefits including but not limited to per participant contributions levels.

6. Unspent Reserve Funds: Any unspent funds in the health fund (after all of the 2023 costs have been covered) shall remain as an ending use after December 31, 2025 unless mutually agreed for other purposes related to Health and Welfare .

Any unspent funds from the 2022-2023 agreement, after all 2022 and 2023 costs have been paid, shall be maintained as a reserve through the term of this agreement and may only be used to improve or adjust plan designs with consensus agreement by the parties of the HBC and subsequent approval by the Board of Education.

7. Cooperation between HBC and the District: It is agreed that the arrangements and relationships between the HBC and the District are to be approached on a mutually cooperative and professional basis, with full reciprocal disclosure of Plan-related data and practices.

IV. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

1. Quarterly Report: The Plan Consultant/District shall report to the HBC and all participating unions/associations on a quarterly basis regarding the status of the Health Fund. Specifically, such reports shall indicate whether the full accrued or incurred (i.e., this means that expenses are to be recognized in the period they are accrued/incurred regardless of when they are paid) expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover "reserve fund" balances. This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
2. Required Plan Design Changes: If any two consecutive reports project a shortfall, the HBC shall act immediately to implement plan design changes pursuant to this Agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take such action, or if the District asserts that the proposed HBC actions is insufficient to avoid a deficit, the dispute resolution procedure in section V (2) (Expedited Arbitration Process) shall apply.
3. Deduction From Contributing For Following Year: If any of the foregoing actions does not negate the shortfall (defined as exhaustion of total annual District contribution and reserves) in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

V. DISPUTE RESOLUTION PROCEDURES

1. The following types of disputes are subject to the identified resolution procedures set forth below:
 - a. If the HBC fails to take action by August 1 of any given year to contain health and welfare benefit costs within the District contribution obligations/limits and reserve funds, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligation/limits ("within the budget" as set forth above), or over whether the District has fulfilled its contribution obligation under this Agreement, see expedited arbitration process in-Section 2 below;
 - b. If there is a dispute as to whether the Board of Education has withheld approval of a timely submitted HBC negotiated vendor contract without good and sufficient cause, see section 3 below.

- c. If there is a claim asserted by the District that a planned change is illegal, (see section 4 below);
 - d. If there is a claim asserted by the District that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future plan participants (see section 5 below); or
2. Expedited arbitration process for resolving disputes as to whether proposed plan changes will contain Health and Welfare costs within the budget or whether the District has fulfilled its contribution obligation under this Agreement:
- a. The issues in dispute regarding whether proposed plan design changes will contain health and welfare costs within the budget and/or whether the District has fulfilled its contribution obligations under this Agreement shall immediately be submitted to expedited binding arbitration before a three-person panel comprised of one union/HBC representative, one District representative, and a third neutral panel member agreed to by the first two panel members or, failing that, from a list provided by the California State Mediation and Conciliation Service. Such selection shall occur within three (3) workdays of August 1.
 - b. Such arbitration shall occur within five (5) workdays of August 1.
 - c. The sole issues for arbitration shall be (i) whether the HBC plan design recommendations contain costs come within the District contribution obligation plus carryover "reserve fund" balances (if any), and/or (ii) whether the District has fulfilled its contribution obligations under this Agreement. The arbitration panel shall have no authority to increase the District's contribution as set forth in this Agreement. The arbitration panel shall issue a written decision no later than three (3) workdays following the hearing.
 - d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover "reserve fund" balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to ten (10) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined per-participant contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the

District's contribution obligation plus carryover "reserve fund" balances if any, which shall be binding on the parties.

3. Expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause:

- a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
- b. Such issue shall immediately be submitted to expedited binding arbitration, before a panel, selected per section 2.a and with the arbitration occurring within the time limit of section 2.b. above.
- c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) workdays following the hearing.
- d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to negotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.

4. Procedure If District Asserts HBC Proposed Action is Illegal:

- a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a summary of legal authorities and reasoning for this assertion.
- b. The HBC may respond to the District in writing within five (5) workdays with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.

5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future Plan participants:
 - a. If the District makes the assertion stated in section 5 immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted to mediation immediately.
 - b. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
 - c. The mediation shall be held as soon as possible, but in no event later than ten (10) workdays following selection of the mediator.
 - d. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendation within three (3) workdays following the mediation.
 - e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not), shall be implemented.
6. Costs: If the timelines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.
7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District, consistent with an arbitration panel findings (as provided for V, 2, d), may implement plan design changes and/or premium contributions from current employees through automatic payroll deduction and/or from retiree through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level. Upon request, the District will consult with the unions before implementing any

such measures to discuss any possible cost savings alternatives. Such consultation shall be completed within thirty (30) calendar days of notice from the District.

VI. WITHDRAWAL FROM HBC

Prior to the November census of participants of any given year, each union shall have the option of informing (in writing) the HBC of its intention to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union or by the District) and to establish a separate plan for its participants to be implemented for such removed participants for the second January 1 upcoming (e.g., a notice given October 30 of 2023 would be subject to implementation (assuming that it is finalized) effective by January 1, 2025).

VII. COMMITMENT TO EQUITY

Determine how existing policies support the commitment to equity and determine the costs to make improvements to the following:

1. Gender affirmation care;
2. Family formation benefits;
3. Increased mental health benefits; and
4. Wellness Programs

VIII. OPEB (OTHER POST EMPLOYMENT BENEFITS)

On no less than a semi-annual basis, in alignment with Article I, Section 6, OPEB shall be agendaized on the regular HBC meeting.

IX. IMPACTS OF LEGISLATION

The parties shall, upon the written request of either the District or the union (collectively), meet and negotiate over the impact (if any) of newly adopted state or national legislation or regulations upon the Health Plans or this Agreement, including but not limited to any legislation or implementing regulations arising under the Health Care Reform and Affordable Care Act of 2010, or Court decisions affecting such legislation or regulations, including but not limited to reopening of current terms of this Agreement to respond to such matters.

X. TERM OF AGREEMENT

This Agreement shall cover the Health Benefit Plan years for 2024 & 2025, and expire December 31, 2025. The parties agree to begin bargaining for a successor healthcare agreement in January 2024.

XI. EXPIRATION OF AGREEMENT

In the absence of a subsequent negotiated agreement, the District's per enrollee contribution levels of the most recent Plan year shall remain in effect, and the District may unilaterally implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's contribution levels, subject to upward adjustment due to existing ending reserve fund balances (if any), and/or to downward adjustment to reflect prior year expenditures which exceeded the then-current contribution obligation (if any).

XII. ENTIRE AGREEMENT

This document contains and embodies the final and entire agreement between the parties governing the provision of Plan benefits to District employees for 2024 & 2025, replacing and superseding all prior negotiations, proposals, and the 2022 - 2023 Health Benefits Agreement, except that it shall have no impact on the terms and conditions of the previous MOU. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for the 2024 & 2025 Health Benefits that are not explicitly stated in this Agreement. This Agreement may be amended or supplemented, but only by mutual written agreement.

ha 10/5/23

IT IS SO AGREED:

[Signature]
On behalf of Los Angeles Unified School District

10/5/23
Date

[Signature]
On behalf of Associated Administrators Los Angeles

10/5/23
Date

[Signature]
On behalf of California School Employees Association

10/5/23
Date

[Signature]
On behalf of LAOC Building Trades

10/5/2023
Date

[Signature]
On behalf of Los Angeles School Police Association

10/5/2023
Date

[Signature]
On behalf of Los Angeles School Police Management Association

10/5/2023
Date

[Signature]
On behalf of SEIU

10/5/2023
Date

[Signature]
On behalf of Teamsters Local 572

10/5/23
Date

[Signature]
On behalf of United Teachers Los Angeles

10-5-23
Date

Adopted and Approved by the Board of Education on

Date

By: _____
Jackie Goldberg, Board President