

2014-2017

COLLECTIVE BARGAINING AGREEMENT

UNIT B  
(INSTRUCTIONAL AIDES)

LOS ANGELES UNIFIED SCHOOL DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 99

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of June, 2014 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 Service Employees International Union, Local 99, which together with its officers and representatives will be referred to in this Agreement as "Union."

### **ARTICLE I**

#### **RECOGNITION**

1.0 **The Unit**: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1, the Union 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:

- a. **Category I** (Classifications that do not require competitive examinations):
- |      |   |      |  |
|------|---|------|--|
| 4688 | Campus Aide (Female) & Restricted       | 4580 | Education Aide III                     |
| 4689 | Campus Aide (Female)                    |      | (Armenian Language/Restricted)         |
|      | (Spanish Language/Restricted)           | 4530 | Education Aide III                     |
| 4691 | Campus Aide (Male) & Restricted         |      | (Cantonese Language/Restricted)        |
| 4692 | Campus Aide (Male)                      | 4594 | Education Aide III (Female/Restricted) |
|      | (Spanish Language/Restricted)           | 4531 | Education Aide III                     |
| 4687 | Campus Aide (Restricted)                |      | (Japanese Language/Restricted)         |
| 4690 | Campus Aide                             | 4533 | Education Aide III                     |
|      | (Spanish Language/Restricted)           |      | (Korean Language/Restricted)           |
| 4704 | Early Childhood Associate (Restricted)  | 4579 | Education Aide III                     |
| 4520 | Early Education Center Aide I           |      | (Spanish Language/Restricted)          |
|      | & Restricted                            | 4532 | Education Aide III                     |
| 4522 | Early Education Center Aide             |      | (Tagalog Language/Restricted)          |
|      | (Cantonese Language/Restricted)         | 4537 | Education Aide III                     |
| 4521 | Early Education Center Aide             |      | (Vietnamese Language/Restricted)       |
|      | (Spanish Language/Restricted)           | 4924 | Educational Resource Aide (Restricted) |
| 4583 | Education Aide II                       | 4928 | Educational Resource Aide              |
| 4699 | Education Aide II (Restricted/Disabled) |      | (Armenian Language/Restricted)         |
| 4581 | Education Aide III (Restricted)         | 4925 | Educational Resource Aide              |
| 4596 | Education Aide III (AVID)               |      | (Spanish Language/Restricted)          |
| 4587 | Education Aide III (Male/Restricted)    | 4991 | Instructional Aide I and Restricted    |
| 4684 | Education Aide III                      | 4592 | Instructional Aide II and Restricted   |
|      | (Arabic Language/Restricted)            | 4511 | School Helper and Restricted           |

## Article I – Recognition

b. Category II (Classifications that do require competitive examinations):

|      |  |             |  |
|------|--|-------------|--|
| 4568 | Counselor Aide   | 4595        | Naturalist   |
| 4584 | Counselor Aide (Vocational Education)                            | <u>5342</u> | <u>Out-of-School Program Support Worker</u>              |
| 4946 | Deaf & Hard of Hearing Instructional Aide                        | 4660        | Pupil Services and Attendance Aide                       |
| 4700 | Health Care Assistant  | 4663        | Pupil Services and Attendance Aide (Spanish Language)    |
| 4701 | Health Care Assistant (Male)                                     | 4577        | Resource Assistant for Students with Visual Disabilities |
| 4063 | Infant Care Aide   | 4906        | School Occupational Therapy Assistant                    |
| 4067 | Infant Care Aide (Restricted)                                    | 4195        | School Gardening Program Specialist                      |
| 4706 | Instructional Aide (Braille)                                     | 4650        | Senior Liaison Aide                                      |
| 4541 | Instructional Aide (Business Education)                          | 4918        | Senior Migrant Program Technician                        |
| 4495 | Instructional Aide (Computer Lab)                                | 4669        | Senior Youth Relations Assistant                         |
| 4549 | Instructional Aide (Horticulture)                                | 4535        | Sign Language Interpreter I                              |
| 4550 | Instructional Aide (Metalworking)                                | 4954        | Sign Language Interpreter                                |
| 4572 | Instructional Aide (Music)                                       | 4599        | Social Services Aide                                     |
| 4969 | Instructional Aide for Deaf & Hard of Hearing Students – Oral    | 4571        | Special Education Assistant                              |
| 4569 | Instructional Aide for Deaf & Hard of Hearing Students – Signing | 4578        | Special Education Assistant (Hearing Impaired)           |
| 4676 | Interpreter Aide (Cantonese Language)                            | 4566        | Special Education Assistant (Male)                       |
| 4677 | Interpreter Aide (Korean Language)                               | 4575        | Special Education Trainee                                |
| 4666 | Interpreter Aide (Laotian Language)                              | 4573        | Special Education Trainee (Hearing Impaired/Restricted)  |
| 4668 | Interpreter Aide (Spanish Language)                              | 4562        | Special Education Trainee (Male)                         |
| 4679 | Interpreter Aide (Tagalog Language)                              | 4459        | Special Needs Attendant                                  |
| 4667 | Interpreter Aide (Vietnamese Language)                           | 4950        | Speech Language Pathology Assistant                      |
| 4519 | Liaison Aide and Restricted                                      | 4529        | Youth Relations Associate & Restricted                   |
| 4510 | Math and Science Center Technician                               |             |  |
| 4919 | Migrant Program Technician                                       |             |  |

## **Article I – Recognition**

1.2 Excluded: All other personnel designated as management, supervisory, or confidential within the meaning of Government Code Section 3540.1 and those classes and positions excluded in the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1.

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 the Union contends that certain classifications should be accreted 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.

4.0 Employees with more than one job assignment who function for a majority of the work period in any of the classifications listed in Section 1.1 of this Article shall be considered in the unit. Should an employee's job involve an equal number of hours in different assignments he/she shall be considered as included in the unit only if he/she has functioned in one of the foregoing classifications for the longest period of time based upon his/her date of regular assignment.

## **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 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 the Union or the employees as provided in the 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 the Union 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; and 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; and the subcontracting of services to be rendered and functions to



### **Article III - District Rights**

be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same;

e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions designated as "Excluded" in Article I (Recognition), 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; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any locations, subject only to Article XI (Transfer Procedures and Certain Staffing Procedures) and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, work loads, and 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 during the term of the Agreement;

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 calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime subject only to Article IX (Hours 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 Conditions);

l. The rules, regulations and policies for all employees, students and

### **Article III - District Rights**

the public, subject only to the express limitations contained in this Agreement;

m. It is understood that several of the above-mentioned reserved rights are exercised in conjunction with or subject to Personnel Commission powers, functions and obligations, and where that occurs the above-mentioned rights of the District are intended to include the rights of the Commission; and

n. 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.

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 the Union 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

### UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities including employee mailboxes 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 estimated 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: The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for the Union's exclusive use at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than six (6) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay and with mileage reimbursement for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 List of Employees: The Union shall be provided quarterly via compact disc a current list of names, employee numbers, classifications, addresses, home telephone numbers, work locations, hourly rate, status (regular, substitute, temporary) and social security numbers of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from the District during the preceding quarter.

5.0 Job Stewards: At each work location, the Union will have the right to designate, pursuant to its own procedures, one employee (and one alternate) to serve as the Job Steward. The Union shall provide the Office of Labor Relations a written quarterly list of each employee so designated by name, classification and work location. If, during a quarter, the Job Steward designation changes, the Union shall inform the Office of Labor Relations in writing of the changed information within fifteen (15) days of the change being made. The Job Steward shall have the right to:

- a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 2.1 (Grievance Procedure) and Article X, Section 3.0 (Evaluation Procedures). Upon request of a Job Steward serving as a representative as described above, the responsible supervisor/administrator shall,

## **Article IV - Union Rights**

whenever operationally practical, reschedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance or appeal.

b. On his/her own time to coordinate Union 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 Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes; and

d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

e. There shall be no reprisals against the Job Steward for the performance of his/her steward responsibilities.

6.0 Copies of Agreement: An electronic copy of this Agreement will be provided by the District to the Union for its ratification meeting.

7.0 Consultation: Prior to implementing any decision to lay off Unit members as a result of the District subcontracting to third parties or agencies the functions historically performed by Unit members, the District shall first notify the Union. Upon request, the District shall negotiate with Local 99 regarding the effects of such decision on Unit members represented by Local 99; however, any such pending negotiations shall not delay implementation of the District's decision.

8.0 School-based Management: No decision by a site council or any other District-sponsored committee to grant a School-based Management waiver request which conflicts with the express terms of this Agreement shall be approved without the consent of the Union.

9.0 Special Committees: Separate committees, each comprised of five Unit B employees as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one such meeting per quarter in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated area.

The Special Education Committee's charter shall include exchange and discussion of information related to the Consent Decree. Any agreements reached or actions undertaken

#### **Article IV - Union Rights**

by the Special Education Committee shall be within limitations set forth by the Consent Decree.

The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation including, but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for the Unit B committees shall be:

- (1) Special Education;
- (2) All other areas where Unit B employees are assigned.

This provision shall remain in effect only during the term of this Agreement and will expire on June 30, 2011, unless expressly renewed by mutual agreement.

## 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. The Union on behalf of an employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, the Union must specify the names of the employees on whose behalf the grievance is being filed, and indicate the nature and scope of the claim;
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement; or
- d. The Union concerning the investigation or processing by the Equal Opportunity Section of an official employee complaint filed under Section 1.1 of this Article which is within the Equal Opportunity Section's jurisdiction.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force, performance evaluations, disciplinary matters, complaints by one employee about another, and examination procedures, results and references. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled through the Equal Opportunity Section or the grievance procedure subject to Article VII. Employees also may be represented by the Union when claiming violations of Article VII (Non-Discrimination) through the Equal Opportunity Section.

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 is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. 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 unless the parties agree

## Article V - Grievance Procedure

to the contrary.

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 procedures, unless excused by the District.

2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent himself 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 to the facts upon which the grievance is based may also attend grievance meetings.

2.2 When a grievant is not represented by the Union, the District shall not agree to a final resolution of the grievance until the Union 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: 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 will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Union, 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.

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

## Article V - Grievance Procedure

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 legal (or school) holidays.

7.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to utilize these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or Union 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 the District Grievance Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. A copy of the form shall be forwarded to the Office of Labor Relations by the employee or his/her representative. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor 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.

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

9.0 Step Two: If the grievance is not resolved in Step One, the grievant or his/her representative may, within five (5) days after the termination of Step One, send a written request with a copy of the grievance form to the grievant's division head or Local District Superintendent, or designee. Within five (5) days from 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 a 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.

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant or his/her representative may, within five (5) days after the termination of Step Two, send a written request with a copy of the grievance form to the Deputy Superintendent or designee. If at his or her discretion, the Deputy Superintendent or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Deputy Superintendent or



## Article V - Grievance Procedure

designee shall reply in writing to the grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a 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.

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

12.0 Arbitration: Within five (5) days from the date the request for an Arbitrator 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:

|                    |                  |                |
|--------------------|------------------|----------------|
| Irene Ayala        | Joseph Gentile   | Bonnie Castrey |
| Thomas Christopher | Joe H. Henderson |                |
| Michael Prihar     | William Rule     |                |

The party who strikes the first name shall be determined by lot. If the Arbitrator indicates that he/she 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.

12.1 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 parties to the grievance and their representatives, if any, and witnesses while testifying.

12.2 The Office of Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services required by the Arbitrator in fulfilling his/her responsibilities.

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

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

12.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the Arbitrator, but shall not be scheduled

## Article V - Grievance Procedure

during the summer or off-track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

13.0 Optional Preliminary Hearing on Issues that do not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons that 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 Arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the Arbitrator. Immediately after selection of the Arbitrator for the preliminary hearing, either the Union or the District may require that a different Arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Arbitrator's decision on the preliminary matter(s) and 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 arbitrability defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Limitations Upon The Arbitrator: The Arbitrator 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 Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

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

15.1 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 the Union in any subsequent proceedings, including disciplinary and termination proceedings.

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

16.0 Expenses: All fees and expenses of the Arbitrator shall be shared equally

## **Article V - Grievance Procedure**

by the Union and the District. 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.

16.1 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.

17.0 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 file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

18.0 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 stoppages, the Union agrees to the following:

a. During the term of this Agreement, neither the Union, 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, the Union 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 the Union.

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

4.0 No employee shall be required to perform clearly identifiable struck work of employees of a different bargaining unit.

## **ARTICLE VII**

### **NON-DISCRIMINATION**

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of this Article through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute.

## ARTICLE VIII

### UNION SECURITY AND DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct Union membership dues for each pay period worked in the amount specified by the Union from the salary of each employee who has submitted a written authorization.

2.0 Exclusive to Union: Payroll deductions for membership dues from employees shall be exclusive on behalf of the Union 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 Union: A deposit approximating the amount of dues so deducted shall be remitted to the Union on payday, and the reconciled amount will be supplied to the Union within thirty (30) days after the deductions are made, together with a list of affected employees.

4.0 Dues Deductions: In instances where a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Union.

5.0 Only bargaining unit members who have resigned or are resigning their union membership may revoke their dues deduction authorization. Beginning with the first payroll period following such revocation, the newly-resigned non-member shall be subject to mandatory agency fee payroll deductions, unless said individual objects in writing to paying more than the reduced agency fee amount, in which case only reduced agency fees will be deducted from said individual's wages. A newly-resigned non-member, whether or not he or she has revoked their dues deduction authorization, may object upon resignation or at any time thereafter up until the end of the next annual objection window period under Local 99's Hudson procedures. Beginning with the first payroll period following Local 99's receipt of the written objection from such a newly-resigned non-member, Local 99 will implement and only have deducted the reduced agency fee amount for that individual. However, once the first objection window period following an individual's resignation from membership has closed, the newly-resigned non-member who did not object may thereafter object only in accordance with Local 99's Hudson procedures. Should the District erroneously collect, transmit, or receive any monies in excess of the relevant reduced agency fee amount, these funds shall be refunded by Local 99 to the affected bargaining unit members upon Local 99 being apprised of the error.

6.0 Agency Fee Obligation: Those employees who are currently members of the Union, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Commencing within thirty (30) days of a final certification of agency fee election results or within thirty (30) days of an employee's

## Article VIII - Union Security and Dues Deductions

initial employment, whichever is later, and continuing throughout the term of this Agreement, each employee (as defined in Article I of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of the Union, or (b) to satisfy the agency fee financial obligations set forth in Section 6.1 below, unless qualified for religious exemption as set forth in Section 6.2 below.

6.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 6.2 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to the Union. The amount of agency fee to be charged shall be determined by the Union subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to Union members. As to non-members who object to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The District will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

### 6.2 Religious Exemption from Agency Fee Obligations:

a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a nonreligious, non-labor charitable organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:

Brotherhood Crusade  
United Negro College Fund  
United Way

## Article VIII - Union Security and Dues Deductions

b. To qualify for the religious exemption, the employee must provide to the District, with a copy to the Union, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.

c. An employee utilizing this religious exemption status who requests the Union to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by the Union for the reasonable cost of using such procedures.

6.3 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 Payroll Administration by the deadline for filing time reports.

6.4 Indemnity/Hold - Harmless: The Union 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 the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. The Union 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 the Union 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 the Union resulting from excessive deductions shall be remedied either by refund from the Union to the affected employee(s) or by a credit against future payments by the affected employee(s).

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

6.6 The District shall deduct agency fees for each pay period worked.



## ARTICLE IX

### HOURS AND OVERTIME

#### 1.0 General Provisions:

1.1 The work year of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. Employees assigned to "Flexible C Basis" shall have the same number of annual assigned days/hours as part of their basic assignment as their counterparts on regular C Basis. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District.

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District, provided, however, that employees shall not have a regular assignment for less than sixty (60) hours a pay period and that, except in cases of temporary emergency, employees shall not be assigned split shifts in regular assignments.

1.4 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week schedule for certain classifications or for employees within certain classifications, or any other similar flexible workweek, provided, however, that certain benefits such as holidays and bereavement leave, shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to other employees assigned the same number of hours per week. Such a schedule change, however, will not occur without concurrence of the concerned employees as ascertained through the Union.

1.5 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

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

1.7 Prior to any substantial change of a permanent nature that affects an employee's work week or daily hours of work, the employee shall, whenever practicable, be given five (5) work days' advance notification.

## Article IX - Hours and Overtime

1.8 Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned shifts.

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group will be kept for each work year and be made available upon written request by an employee or union.

2.1 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week.

2.2 Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for any work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.3 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for any work authorized and performed on the seventh (7th) day following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.4 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one half ( $1\frac{1}{2}$ ) times the regular rate of pay for actual hours worked.

3.0 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal

## Article IX - Hours and Overtime

period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

3.1 Early Education Center Aides assigned to eat meals with children shall be given a free meal and this time will not be considered their normal meal period.

4.0 Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.

4.1 For purposes of scheduling rest periods pursuant to Section 4.0 above, the District shall include all assignments under the same site administrator which total four (4) or more hours of continuous employment, whether or not such assignments are in classifications covered by this Agreement or are assignments outside the classified service.

5.0 Temporary Additional Hours: Insofar as practical, temporary, additional non-overtime hours available at a site shall be distributed equitably among those qualified employees at the site who volunteer for such hours provided, however, that such increase in hours should not result in making part-time employees full-time or non-benefited employees benefited. In the event that insufficient qualified employees volunteer, the assignment shall be made by the appropriate administrator. The administrator shall make reasonable efforts to distribute equitably such assignments. Assignments of additional hours in Early Education Centers shall be made in accordance with Child Development Division Bulletin No. 0318.

6.0 Yard Supervision: Except as provided in 6.1 below, all assignments to yard supervision shall be distributed equitably among all the classroom aides at the site.

6.1 While the parties recognize that the primary responsibility of Special Education Assistants/Trainees is to Special Education students, Special Education Assistants and/or Trainees at non-Special Education sites continue to have professional responsibility for student supervision.

7.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the

## Article IX - Hours and Overtime

obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses, CPR or first aid certificates) or in meeting employment requirements established at the time of initial entry into the job class.

8.0 Use of Classroom Aides in the Absence of a Certificated Employee: It is recognized by the parties that classroom aides are to be assigned classroom duties in accordance with Education Code Section 45344 so that when the regular or substitute classroom teacher is not present in the classroom, it is the District's obligation to assign responsibility for classroom supervision and instruction to an employee who possesses a teaching credential. Employees will not be required to perform classroom duties in violation of Education Code Section 45344.

a. Community Based Instruction (CBI): Aides are to be assigned CBI duties in accordance with Education Code Section 45344 so that when a certificated person is not present, it is the District's obligation to assign responsibility for supervision and instruction to a certificated person.

b. Alleged violations of this Section shall be subject to the following special grievance procedure:

1. Any grievances alleging violations of Section 8.0, above, must be filed with the immediate administrator with a copy to the Local District Superintendent /Division head within five days of the occurrence of the facts upon which the grievance is based. Within five days of receipt of the grievance, the immediate administrator shall hold a meeting to discuss the matter and following the meeting shall reply, in writing, within five days to the employee, representative (if any), and the Local District Superintendent/ Division head.

2. If the employee wishes to obtain review of the above decision, a written request to the appropriate Local District Superintendent/ Division head shall be delivered within three (3) days of receipt of the immediate administrator's reply. Within five (5) days after receipt of the request, the Local District Superintendent/Division head or designee shall hold a meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative (if any).

3. Within five (5) days after the above decision is announced, Local 99, with the concurrence of the employee, may request that the matter be submitted to arbitration by notifying the Office of Staff Relations of its intention in writing. Local 99 and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date. In any arbitration under this Section

## **Article IX - Hours and Overtime**

involving a grievance where the parties' dispute whether a violation has occurred, the fees of the arbitrator shall be paid by the losing party. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven (7) calendar days of the briefs (or of the close of the hearing if there are no briefs). These cases shall, in all ways not modified herein, conform to the provisions of Article V.

4. It is understood that the sole issue for arbitration shall be the determination as to whether or not the alleged violation has occurred and that the arbitrator shall have no authority to grant any remedy other than declaratory relief.

## ARTICLE X

### EVALUATION PROCEDURES

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule. The District agrees to send a reminder to all supervisors of bargaining unit employees immediately before the time that annual evaluations are to be prepared stating that failure to follow provisions outlined in this Article can result in a grievance or appeal filed by the employee.

a. Probationary employees, excluding restricted employees, shall be given performance evaluations 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 a performance evaluation at least once every school year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year-round schools and different work schedules, employees' assignment bases may end at different times. For example, A basis employees' assignment basis ends June 30 and B or C basis employees may have their assignment basis end sooner than June 30 if they are assigned to a year-round school.

Evaluations may be issued within the last twenty days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

c. Restricted employees shall be given a promotability rating as part of the examination process.

d. In addition to any other performance evaluation which may be issued, any employee who did not receive an annual performance evaluation from at least one supervisor who supervised the employee at least ninety (90) calendar days during the annual evaluation period may request that a performance evaluation be completed by his/her current immediate supervisor once the employee has worked for the supervisor at least ninety (90) calendar days.

2.0 Procedure to be Followed: Performance evaluation reports,

## Article X - Evaluation Procedures

including annual evaluations and any interim evaluations, shall be made on forms prescribed by the District.

a. Evaluations shall be based on observations or knowledge and in accord with the facts and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

b. The evaluator (generally the immediate supervisor) shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. Copies of the evaluation together with any attachments will then be distributed as follows: One (1) copy to the employee at the time the employee signs the evaluation; one (1) copy to the evaluator.

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

1. statement of the problem or concern;
2. the desired improvement;
3. suggestions as to how to improve; and
4. provisions for assisting the employee.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent/Division head, or designated representative within ten (10) working days of receipt of the evaluation. The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this appeal by the Union, if he/she so desires.

3.1 Formal grievances concerning evaluations filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article V (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal),

## Article X - Evaluation Procedures

including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule 904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

5.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at the Personnel Commission.

5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during the normal office hours of the Personnel Commission without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect his/her personnel file. Employees will not be charged for the first five (5) pages of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee is requested to sign.

5.2 Conference Memos: The purpose of a conference memo is to inform the employee in writing about perceived deficiencies, where appropriate to provide constructive assistance to the employee to improve, and to document the communication on a reasonably current basis.

A conference memo is a written record about work performance issues issued after a face-to-face meeting or a telephone discussion if the employee or supervisor is unable to personally meet.

When the District determines that a formal conference memo is to be issued, the following procedures shall apply:

- a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.
- b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.
- c. Any written response from the employee shall be attached to the memo and retained with the file copy.

Neither the District nor the employee shall consider the conference memo by itself



## **Article X - Evaluation Procedures**

to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo. The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary proceeding.

With the exception described below, annual evaluations shall not be based on conference memos issued in prior annual evaluation periods, but such conference memos may only be referred to as establishing prior notice to the employee of the concerns set forth. Generally, in order to provide an opportunity for remediation of job-related deficiencies, administrators shall not refer to a conference memo issued for the first time within thirty (30) days of the employee's annual evaluation. However, if conduct arose during that period of time which was of significant nature, such reference is permissible. When a conference memo issued within the last thirty (30) days is not referenced in the current year's evaluation, it may be referenced in the next years' annual evaluation.

Any conference memo for which there is not repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as child abuse, theft, substance abuse or violence, shall be void after three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Non-availability 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 this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XIII, Section 9.0.

8.0 Discussions between a Unit employee and District supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

8.1 The District will take reasonable steps to inform staff to avoid

## **Article X - Evaluation Procedures**

conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff concerning the member's unsatisfactory work performance or work-related problems has occurred, he/she may bring such concerns to the site administrator or designee.

## ARTICLE XI

### **TRANSFER PROCEDURES AND CERTAIN STAFFING PROCEDURES**

#### 1.0 Definition:

1.1 A "transfer" shall mean a change of an employee's work location (normally a school) to another work location without a change in the employee's classification or without a change in the employee's status from full-time, part-time benefited or part-time non-benefited. Transfers may be initiated by either the employee (voluntary) or by the District (administrative).

1.2 The term "full-time position" shall mean a position for which the normal assignment is seven (7) or more hours per day.

1.3 The term "part-time benefited" shall mean a position for which the normal assignment is at least four (4) hours but less than seven (7) hours per day.

1.4 The term "part-time non-benefited" shall mean a position for which the normal assignment is less than four (4) hours per day.

1.5 "Category I" shall refer to those job classifications that do not require competitive examinations. [See Article I, Section 1.1,(a)]

1.6 "Category II" shall refer to those job classifications that do require competitive examinations. [See Article I, Section 1.1(b)]

#### 2.0 Voluntary Transfer Procedures:

2.1 Voluntary transfers for non-benefited employees in Category I job classifications may be arranged between the employee and the administrator of the work location to which the transfer is desired. Following the approval of the request, the transfer shall be effected. When a transfer request is received by the Personnel Commission which transfer has not been pre-arranged as described immediately above, the employee will be contacted and advised of the steps to follow and given available information concerning locations and vacancies.

2.2 Requests for voluntary transfers, except for those referred to in 2.1 above, shall be submitted to, and acknowledged with a signature by, the site administrator, and forwarded to the Personnel Commission. The request shall remain on file with the Classified Employment Transaction Services Branch for two (2) years.

2.3 For Category I job classifications, part-time benefited vacancies shall be filled either from employees who have filed transfer requests or in accordance with the

## **Article XI – Transfer Procedures and Certain Staffing Procedures**

Staffing Procedures set forth in Section 4.0 through 4.5. Full-time vacancies shall be first offered in seniority order to those employees who have filed transfer requests.

2.4 For Category II job classifications, transfer may be arranged between the employee and the administrator of the work location to which the transfer is desired. In addition, transfer requests shall be considered together with eligibility lists and reinstatement requests when filling vacancies. When vacancies occur, the names of those employees who have transfer requests on file with the Personnel Commission shall be certified to the appointing authority together with other eligible candidates. If interviewed and rejected for appointment to a vacancy, the employee may request to know the reason(s) for the rejection.

In addition to the procedures described in the preceding paragraph, Category II employees may specify up to three (3) schools to which they would like to transfer. The Personnel Commission will then forward a copy of the transfer request to each school so specified.

3.0 Administrative Transfer Procedures: An employee who is being transferred administratively shall, upon request, be entitled to a consultation with the responsible administrator prior to the transfer in order to discuss the reasons for the transfer and to provide an opportunity for the administrator to hear and consider the employee's views on the matter. The employee may be represented by the Union at this consultation if he/she so requests. No employee shall be administratively transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this Agreement or applicable law, except in cases that, as deemed by the District, keeping the employee at his/her location would be detrimental to the health, welfare or safety of the employee, administrators, students, or other employees. Also, the transfer of any employee to or from a school designated as a "low performing school" is deemed to be non-disciplinary and non-punitive in nature.

### **4.0 Staffing Procedures for Part-time Benefited Positions in Category I:**

4.1 The staffing of all new part-time benefited positions or vacancies in existing part-time benefited positions, excluding administrative transfers, shall be made first from Priority List I and then from Priority List II in the manner described below.

4.2 An employee in active status who refuses three (3) offers of assignment in his/her classified personnel jurisdiction area within a given school year shall forfeit the right to be considered for future vacancies for the remainder of that school year.

4.3 Priority Lists I: These lists shall be comprised of all Category I employees currently occupying non-benefited positions as a result of a District initiated reduction in their hours and who had occupied benefited positions during the previous

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school year. The lists shall be maintained in seniority order. A separate list shall be maintained for each classification for the employees within each classified personnel jurisdiction area. Employees who have served in both bilingual and monolingual Category I job classifications, shall be placed on the list using the combined seniority.

4.4 Priority Lists II: These lists shall be comprised of all other Category I employees in non-benefited positions based upon seniority within classification for the employees within each classified personnel jurisdiction area.

4.5 A. Using Priority List I, assignments to benefited positions shall be offered in the following order:

1. The non-benefited employee with the greatest (District) seniority in the class (not just site seniority) who is at the work location where the vacancy exists.
2. The non-benefited employee with the greatest (District) seniority in the class who was reduced at the work location where the vacancy exists and is currently assigned to another work location.
3. (a) The non-benefited employee on the list with the greatest (District) seniority in the class in the classified personnel jurisdiction area where the vacancy exists, OR  
(b) A current benefited employee who has a transfer request on file. The employee with the greater (District) seniority in the class shall be offered the vacancy for the benefited position.

4.5 B. If a vacancy is not filled from Priority List I, the assignment shall be offered to employees on Priority List II in the following order:

1. The non-benefited employee with the greatest (District) seniority in the class (not just site seniority) who is at the work location where the vacancy exists.
2. The non-benefited employee on the list with the greatest (District) seniority in the class in the classified personnel jurisdiction area where the vacancy exists.

If no employee is available for the position from either priority list, the District may fill the position with new or other employees.

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4.6 When the District abolishes a part-time benefited position, the affected regular employee shall be placed in a vacant part-time benefited position within the same classified personnel jurisdiction area. If no such vacancy exists, the affected regular employee shall be placed in a part-time non-benefited position at the same work location or within the classified personnel jurisdiction area of his/her abolished position.

4.7 Any employee who is changed from a benefited position to a non-benefited position or whose position is abolished shall, upon written request made within seven (7) calendar days of the effective date of the change, be entitled to a written statement of the reason(s) for the change from the administrator responsible for the decision. The written statement of the reason(s) must be provided within seven (7) calendar days of the employee's request. If dissatisfied with the reason(s), the employee may appeal to the appropriate Local District Superintendent/Division head whose decision shall be final. The employee may be represented by the Union in this appeal.

5.0 Staffing Procedures for Vacant Full-Time Positions in Category I: Full-time vacancies not filled by transfer in accordance with Section 2.3, shall be filled based on District seniority within the classification from among part-time benefited and non-benefited employees who have an application on file with the Personnel Commission. Applications may be filed at any time and shall remain on file for two (2) years.

6.0 A full-time employee whose position is cut shall be placed in a vacant full-time position. If no vacancy exists, the employee will be given the opportunity to bump the least senior full-time employee in the same classification in the District. If the employee refuses to exercise bumping rights, he/she may either:

- a. take a voluntary reduction to part-time,
- b. resign, or
- c. be terminated

6.1 The least senior full-time employee whose position is cut or who is bumped shall be assigned to a part-time benefited position if there is a vacancy anywhere in the District and the employee has more seniority than the most senior employee on the Priority List I for the area where the vacancy exists. If there is no vacancy for a benefited position or the employee lacks the required seniority for a vacancy or rejects the assignment to another assignment area, the employee will be assigned to a part-time non-benefited position in his/her original assignment area and the employee's name will be placed on a reemployment list and the area Priority List I in order of seniority. If the employee refuses any part-time assignment and elects to be laid off, his/her name will be placed on the reemployment list for thirty-nine (39) months.

7.0 Assignments to Summer Session (ESY) and Intersession:

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7.1 Assignments for all employees outside their regular assignment basis should not result in making part-time employees full-time or non-benefited employees benefited.

7.2 Summer Session (ESY) Schools: Not less than ten (10) working days prior to the deadline date for applications, the District shall establish and distribute a list of schools for each Local District. Applicants must initially apply to one school site for summer session and, if not assigned at that school, will be considered available for all schools in that Local District.

a. Employees shall be assigned at each school on the basis of priority and seniority as follows:

- (1) Special Education Centers - Priority for all assignments shall be given to applicants currently assigned to the Center. If there are not enough positions available at the site, District seniority in the job classification among those at the site shall determine the assignment, considering special skills if needed. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.
- (2) Both Special Education and non-Special Education Classes at elementary, middle and senior high schools - An applicant whose assigned student (during the regular school year assignment) will attend ESY shall be offered the assignment with that student. For other unfilled assignments, the priority is to qualified applicants who specifically applied to that school. If there are more of these applicants than there are positions at the school, District seniority in the job classification shall determine the assignment, considering special skills if needed. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.
- (3) Unfilled positions (Both Special Education & Non-Special Education classes) - If any one school is not completely staffed after the above process is completed due to a lack of applicants, the site administrator will contact the Personnel Commission and advise them of his/her needs, including any special skills

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required. The Personnel Commission shall offer the assignments in seniority order to unassigned applicants who possess the required special skills if any.

b. Employees shall be notified in writing as to assignment to summer session. To the extent possible, such notice shall be ten (10) working days prior to going off-track.

c. During ESY, regular employees shall have priority of assignment over non-regular employees, subject to any special skill or ability required for the assignment. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.

7.3 Intercession and Off-Track Assignments at Multi-Track Schools: Selection for such assignments shall be made by the site administrator from qualified employees (including consideration of continuity of the instructional program, employee attendance, and employee work performance) currently assigned to the site who have indicated an interest in such assignments. When there is an insufficient number of employees at a site, the site administrator will contact the Personnel Commission and advises them of his/her needs, including any special skills required.

Employees interested in employment outside their regular assignment basis at a location other than their regular worksite may contact the Personnel Commission and make themselves available on the substitute system.

7.4 Seniority for assignment of special education employees outside their regular assignment basis as described in 7.2 above shall be determined by combining seniority earned in the following special education classifications: Special Education Trainee, Special Education Assistant and Health Care Assistant.

7.5 An employee who has received a Notice of Unsatisfactory Service or Act shall not be assigned to a summer session or intercession for a two-year period without the consent of the principal. The two-year period shall begin on the later of either the date the Notice of Unsatisfactory Service or Act was issued or the date that any grievance or appeal filed regarding the Notice of Unsatisfactory Service or Act is resolved.

7.6 Employees who accept an assignment are expected to work the assignment for the entire period. Failure to begin on the first day, other than for verifiable illness, bereavement or personal necessity absence may result in separation from the assignment. Notification requirements per Article XII, Section 5.0 of this agreement will be in effect during the assignment. Failure to complete an assignment other than for verifiable



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illness may preclude an employee for consideration for the next summer session or intersession program. Request for vacation or change of assignment will not be approved. Exceptions may be made at the sole discretion of the District.

7.7 When the District reduces the number of classes at a site due to low enrollment or other factors, the assignment of the employee(s) in the closed classroom(s) shall be terminated. The affected employees(s) shall be eligible for reassignment as vacancies occur or substitute assignments if they so request.

8.0 Expiration of Full-Time Assignments for Special Education Employees:  
This section shall apply to affected employees who have chosen not to exercise their placement or bumping rights under the Education Code and Personnel Commission rules.

When a full-time assignment is eliminated by the District, and the affected employee chooses to take a voluntary reduction to part-time, he/she shall be assigned at the current work location, if a vacancy exists at that location. If no such vacancy exists, the employee shall be assigned to a comparable part-time vacancy at another work location.

## 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 is an authorized absence from a job classification granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employees' 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: An employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken except that the employee may be transferred if such a transfer would have been made if the employee had been on duty. An employee returning from a leave of more than ninety (90) days will have return rights to a position in his/her class.

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 9.0 of this Article.

4.0 Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. The District may make exceptions to this requirement.

5.0 Notification Requirements: Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the first working hour of the first day of absence except that specific reporting requirements may be established for certain classes and positions requiring adherence to strict time schedules. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written explanation covering the period of absence to the appropriate supervisor no later than the third day of absence. Unless such an explanation is submitted, failure to return to work after the fifth consecutive working day of absence may be considered resignation from service.

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. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.

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6.0 Cancellation or Early Return from Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless there are no vacancies in the job classification. Exceptions may be made by the District.

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

8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided, if requested, and the leave or absence commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel or more than two-hundred (200) miles one-way travel is required, and requested, an additional two (2) days shall be granted. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. A permanent employee may interrupt or terminate vacation to take bereavement leave. For purposes of this Section, the immediate family as defined above shall also include a cohabitant who is the equivalent of a spouse.

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

9.1 Paid Disability Leave: 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 leave pursuant to Section 11.0 of this Article.

9.2 Physician Certification: 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,

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upon request, be granted an unpaid pregnancy leave prior to the period of actual disability and still qualify for paid illness absence during the actual disability. This is the only exception to the general rule that paid leave may only be taken from active status.

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 or grandchild of under three years of age. Proper written application must be submitted to the Personnel Commission at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

11.0 Illness Leave (Paid): An eligible 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 hours 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 employee in paid status who has 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 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 employee in paid status shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed less than a full 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 or 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 an

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accrued vacation which he or she may have. The amount of paid 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. A restricted or initial probationary employee 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 following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time. When all paid and unpaid leaves of absence and vacation benefits have been exhausted, a regular employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

11.6 An employee who is absent shall be required to certify the reason for absence by completing the appropriate form. Also, the District may verify, when it reasonably suspects abuse or deems necessary for health and safety reasons, 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 attending physician's statement or appropriate health form to the immediate administrator and may be referred by the District for health approval prior to readmission.

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 the employee's illness balance had been transferred to another agency or used in computation of retirement allowance.

11.9 A permanent employee who has exhausted all accumulated illness leave privileges, vacation, and other available paid leaves may be granted additional unpaid illness leave for a period not to exceed six (6) months. Such leave may, upon request, be renewed for two (2) additional six (6) month periods. The total of all unpaid illness leave shall not exceed eighteen (18) months. Until notified to the contrary, the employee may properly assume the leave has been granted.

12.0 Industrial Injury/Illness Leave (Paid): An employee who is absent from District service because of an injury or illness that 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;

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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 pay 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 illness or injury; and

e. Each employee who received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury 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 or 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 (Paid): If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 120 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 "e.", above; (3) submitted the Special Physical Injury/Alleged Act of Violence form to the Office of Risk Management and Insurance Services within 30 days of the incident; and (4) submitted to the District using a District-approved leave of absence form. The leave of absence form is to be filed with the District in a timely manner 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 Office of Risk Management and Insurance Services. A determination that the injury is disabling beyond the sixty (60) day period and approval of the paid leave extension shall be contingent upon the employee qualifying for payment of temporary disability benefits under applicable workers' compensation laws. An employee may be required during the extended period to be evaluated by the District at any time. The District shall continue to advise employees of the requirements of this Section.

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12.2 Upon exhaustion of the above-authorized industrial injury leave 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 the travel outside the State.

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. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee;

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.

g. Verifiable automobile failure including flat tires 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 a litigant or as witness

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under such an official governmental order must be certified 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. One (1) of the six (6) days allowed under Personal Necessity Leave may be taken for registration or final examinations in District-recognized institutions of higher learning. Verification of the registration or examination schedule may be required by the appropriate administrator.

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

k. Up to one (1) day of paid personal necessity leave and 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 immediate administrator or designee at least five working days prior to the absence. The advance notice requirement shall not be applicable in the event of unforeseeable circumstances, in which case the employee shall provide as much notice as reasonably possible. The administrator or designee and employee must provide written verification from the school visited, upon request of the administrator or designee.

l. 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, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well. Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under Article XII, Section 22.0, "Family Care and Medical Leave."

m. On a maximum of two (2) occasions during a school year (up to a cumulative total of eight [8] hours in a school year), to attend the funeral of a close friend or relative not included in the definition of immediate family (immediate family as defined in Section 8.0 of this Article).



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

- a. The total number of days allowed in one school year for such leave shall not exceed six (6) days per fiscal year;
- 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 may not be granted during a strike, demonstration or any work stoppage involving the Union; 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 may be required to verify the nature of such necessity.

14.0 Personal Leave (Unpaid): An unpaid leave may, at 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 in "f" 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 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 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.

Applications must be filed with the Personnel Commission and are subject to

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cancellation in the event of layoff.

15.0 Military Leave: 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.

16.0 Court Subpoena Leave (Paid): A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (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. Leave shall 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. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required pursuant to said subpoena.

17.0 Jury Duty Leave (Paid): A paid leave shall be granted to any employee required to render jury service in any court within the State. 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 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 except mileage fees, jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings. Employees whose regular assignment is to other than the day shift will be reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required for jury duty.

18.0 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the District and upon the recommendation of the appropriate division head, be granted annually for attendance at conferences and conventions sponsored by the Union under all of the conditions noted below:

- a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division;
- b. The attendance does not result in unnecessary duplication of participation by District personnel; and

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- c. The attendance does not necessitate the reimbursement of any expenses by the District to the employee.

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

19.0 Professional Growth Study Leave (Unpaid): A one-time unpaid leave not to exceed one (1) school year shall be granted to a permanent employee meeting the following qualifications to pursue a program of study in residence at an institution of higher learning when such program is designed to improve the employee's professional services to the District:

- a. The employee has four (4) or more years of paid service with the District in a classification in the Unit;
- b. The courses or program taken by the employee must be directly related to the employee's position and be for the purpose of increasing the employee's knowledge, understanding and skills or be coursework leading to qualification for certification as a teacher; and
- c. The courses or program taken by the employee must be approved by the District in advance, and must be taken at an accredited institution of higher education.

19.1 The employee's division head may terminate the leave of any employee on evidence of his/her failure to pursue or accomplish the purpose of such leave.

20.0 Peace Corps, Red Cross and Merchant Marine Leaves: Permanent employees covered by this Agreement shall be granted an unpaid leave of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, unpaid Red Cross Leave or unpaid Merchant Marine Leave shall be granted to any employee who enters the full-time paid service of the American Red Cross or the U. S. Merchant Marine in accordance with the provisions of the Military and Veterans Code and the Education Code.

### 21.0 Miscellaneous Leaves:

21.1 Employment Examination: Upon giving his 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. If less than two (2) days' notice is given by an employee, permission to participate without loss of pay is subject to approval by his/her immediate supervisor.

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21.2 Annual Physical Examination: A permanent employee shall be granted up to one day per year with pay for the purpose of a comprehensive physical examination provided that the verification of such an examination is submitted to the District.

21.3 Witness: An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the State Compensation Insurance Fund arranged by the District's Insurance Section may attend without loss of salary.

21.4 Epidemics and Emergencies: An employee with regular status shall be paid her/his regular salary for any period during which she/he is unable to work at her/his regular place of employment because it is closed by the District due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay the employee must be ready, able and willing to perform her/his customary or other reasonable and suitable duties at different work locations as designated by the District. Nothing contained herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

22.0 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 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and days worked during off-basis time shall count as "workdays". Family Care and Medical Leave absences of 20 consecutive working days or less can be granted by the immediate administrator or designee. Leaves of 20 or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

22.1 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 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 consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two or more

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treatments by a "health care provider", or treatment by a "health care provider" on at least one 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 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 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.

22.2 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 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.

22.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled workweeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave. 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. Any leave an employee takes for the reasons specified in Section 22.2 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 12 weeks of Family Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be

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counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.

22.4 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 weeks; however, the District shall grant the employee leave of less than two weeks' duration on two 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 hour (can be less than one 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.

22.5 Notification: If the need for the Family Care and Medical Leave is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 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 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 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.

22.6 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

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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 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.

22.7 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 (12) workweeks during a 12-month period, as defined in Section 22.3 above. These employees will still be eligible to take the remainder of their individual 12 workweek allotment for Family Care and Medical Leave for a purpose other than the birth, adoption or foster care placement of a child.

22.8 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 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

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otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than 30 days after returning from the leave (unless the employee retires within 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 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 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.

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

22.10 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.

22.11 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 days.

23.0 Charter School Leave (Unpaid): An employee shall, subject to the limits set forth below, be granted an unpaid leave to serve in an assignment at a Board of Education-approved Charter School:

- a. The leave shall be for a minimum of one year. The leave shall be extended upon request of the employee; however, the total period of leave shall not exceed the duration of the initial charter;
- b. For an employee not assigned to a school or program that is being converted to a Charter School, the leave shall commence at the beginning of the next school year (July 1); exceptions may be provided in the sole discretion of the District;
- c. Salary and benefits received by the employee during the period of leave shall not be the responsibility of the District, but shall be established as provided by the Charter School in accordance with the Charter School petition approved by the Board of Education;
- d. Return from leave to District service shall be in accordance with the provisions contained in this Article unless the employee has been laid off by the District;



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e. Upon return to District service from their Charter School leave, no employee shall receive more favorable treatment than employees in the same classification who remained with the District;

f. Employees separated involuntarily from their Charter School assignment may be subject to administrative or disciplinary action by the District for conduct which occurred at the Charter School in the same manner as if the conduct had occurred while the employee was actively employed by the District.

## ARTICLE XIII

### **WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS AND CERTAIN SALARY PRACTICES**

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

2.0 Pay Allowances:

2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

- a. The District shall make smocks available to employees assigned in classrooms for the developmentally handicapped.

3.0 Pay Differentials - General:

3.1 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 Article.

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

3.3 Long-term salary differentials as designated in this Article 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 working 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 of temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

3.4 Short-term salary differentials as designated in this Article shall be for the performance for less than twenty (20) consecutive working 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.

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3.5 A differential authorized under this Article shall not affect salary allocation upon change of assignment.

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

4.0 Language Differential:

a. Certification: A regular employee, except as provided in Section 4.1 below, shall be paid a long-term salary differential for using language skills upon certification from the appropriate Local District Superintendent/ 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 or sign language.

b. Employees who have not received certification under this Section shall not be required on a recurrent basis to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications or to those classifications designated in paragraph 4.1, below.

c. Language Proficiency: In order to qualify for a language differential, the employee must meet English and non-English or sign language proficiency standards prescribed by the Personnel Commission. Such English and non-English or sign language proficiency standards shall include required communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

d. A regular employee assigned to a bilingual classification must meet the proficiency requirement in section b., above, but not the certification procedure in section a., above.

4.1 Employees in the following classifications shall not be eligible for a differential for sign language: Deaf and Hard of Hearing Instructional Aide, Deaf and Hard of Hearing Instructional Aide (Restricted), all classifications of Instructional Aide for Deaf and Hard of Hearing Students Signing, and Sign Language Interpreter I and II.

4.2 Eligible full-time employees shall be paid at the rate of forty-six dollars (\$46) per pay period (which is equivalent to \$.2875 per hour) if required to speak, read, and write a non-English language, or twenty-eight dollars (\$28) per pay period (which is equivalent to \$.175 per hour) if only required to converse in a non-English language.

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4.3 Eligible full-time employees who have passed the District sign language test at Level I shall be paid at the rate of forty-six (46) dollars per pay period (which is equivalent to \$.2875 per hour) if required to converse in sign language. Eligible full-time employees who have passed the District sign language test at Level II shall be paid at the rate of twenty-eight (28) dollars per pay period (which is equivalent to \$.175 per hour) if required to converse in sign language.

4.4 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.

4.5 An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 4.0, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

4.6 An employee shall be eligible for only one differential under this Section.

5.0 Night Work Differentials:

5.1 Except as provided in 5.2 below, non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of two steps on the salary schedule for their class.

5.2 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 (5 ½%) 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 percent (11%).

5.3 Flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of five percent (5%). Flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of ten percent (10%).

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

6.0 Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes accelerated hiring at a higher rate.

7.0 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 in 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. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

7.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, 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; and
- c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

8.0 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.

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

### **Article XIII – Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices**

10.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

#### **11.0 Payroll Errors:**

11.1 Supplemental Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request a Supplemental Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within 3 work days unless employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. A Supplemental Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to Payroll Administration.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

11.2 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such over-payment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with Payroll Administration.

12.0 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.

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12.1 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.

12.2 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.

12.3 The longevity increment shall be part of the employee's basic wage of 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 shall receive a proportionate amount of the applicable increment.

12.4 The longevity increment schedule for years of qualifying District service shall be:

\$25 per pay period (equivalent to \$ .15625 per hour) after 10 years  
\$30 per pay period (equivalent to \$ .18750 per hour) after 15 years  
\$35 per pay period (equivalent to \$ .21875 per hour) after 20 years  
\$40 per pay period (equivalent to \$ .25000 per hour) after 25 years  
\$45 per pay period (equivalent to \$ .28125 per hour) after 30 years

## 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 agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only.

2.0 Plan Revisions Through the District-wide Health and Welfare Committee: Plan revisions and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only. A District-wide Health Benefits Committee (HBC) 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 a piece. 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 members present and voting.

c. 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.

d. The HBC shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

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).



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f. Local 99 shall appoint a representative to monitor the District's participation in the Public Agency Retirement System (PARS). Local 99 shall have the right to attend all meetings of the PARS board (except as otherwise limited by the PARS board) and shall be entitled to all correspondence to the District concerning the status of District investments with PARS. It is understood that Local 99 shall not represent the District at meetings of the PARS board. Local 99 shall report regularly to the LAUSD Health Benefits Committee regarding the status of the LAUSD PARS investment.

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.

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

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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 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. For employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) consecutive years of service with the District immediately prior to retirement.

g. 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.

## Article XIV - Health and Welfare

h. Employees on "Continuation of Enrollment" pursuant to Section 7.0 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 "Request for Change of Dependent Status" 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 30-day period.

a. Documentary Proof of Status Required for Dependents

| <u>Dependents</u>                 | <u>Documents Required (copy)</u>   |
|-----------------------------------|--|
| Legal Spouse                      | State-or County-Issued Marriage Certificate  |
| Domestic Partner                  | Notarized "Declaration of Domestic Partnership"<br>At least two of the documents listed in Section 5.1, b. (9) below |
| Child, to age <u>26</u> *         | Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)                       |
| Stepchild, to age <u>26</u> *     | Birth Certificate and income tax return showing dependent status   |
| Adopted Child, to age <u>26</u> * | Adoption papers  |

## Article XIV - Health and Welfare

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 (2) 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.

## Article XIV - Health and Welfare

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 the 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 LAUSD Form "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.

## Article XIV - Health and Welfare

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 the plan. Application for the 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 days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

6.3 Conversion of Life Insurance (District-paid and Employee-paid) Enrollment: 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.

## Article XIV - Health and Welfare

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).

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.

## Article XIV - Health and Welfare

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 (100%) of the premium paid by the District plus the amount allowed by law for 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 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



## Article XIV - Health and Welfare

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 State Disability Insurance: The District agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium costs of this Program shall be borne by the employees through individual payroll deductions.

11.1 The Union agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

11.2 In order to implement the Disability Insurance Program specified in Sections 11.0 and 11.1 above, the District at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance Coverage.

12.0 Eligible employees shall be entitled to participate in the District's current IRS 125 Flexible Spending Account program.

13.0 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.

## 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.

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\* All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

## 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 or immediately abut the employee's assignment period, subject to the conditions listed in Sections 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\*  
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 It is recognized by the parties that employees in this unit who are assigned to year-round schools may not receive all of the foregoing holidays on the days specified depending upon the particular calendar for each year-round school. Such employees shall, however, receive the same number of holidays according to their assignment basis as other employees in the same classification and on the same assignment basis. For example, employees assigned to a C Basis would be eligible for all of the holidays listed above which are indicated by an asterisk (\*).

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

## **Article XV - Holidays**

1.3 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.

1.4 An employee who is not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that he/she was in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the holiday period.

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.

3.0 If a holiday occurs while an employee is on vacation or other paid leave, that day will be credited and paid as a holiday.

## 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 Section 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:

| Employee's<br>Years of Service | Vacation Accrual<br>Factor Based on<br>40 Hour Workweek |              |   |            |
|--------------------------------|---|--------------|---|------------|
| Less than 4 years              | .03846  |              |   |            |
| 4 or more years                |   |              |   |            |
| but less than 15               | .05770  | Employee's   |   |            |
| 15 years but less              |   | Hours of     |   | Employee's |
| than 16                        | .06155  | Paid Status  | = | Hours of   |
| 16 years but less              |   | Exclusive of |   | Accrued    |
| than 17                        | .06539  | Overtime     |   | Vacation   |
| 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 or more .....   | 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 hours ..... | .04087 |
| 35 hours but less than 37.5 .....       | .04379 |
| less than 35 hours .....                | .03846 |

## 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 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in 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."

1.5 Consistent with the 18 pay period vacation cap amount set forth in 1.4 above, the following procedure for scheduling of vacation time shall be in effect:

a. Step One: By March 15 of each school year, administrators shall issue an annual vacation calendar for the next school year. The calendar will include the following:

- (1) A list of all dates when vacation cannot be taken due to operational needs.
- (2) A list of all dates when vacation may be taken by all employees.
- (3) A list of all dates when a part of the staff may take vacation indicating any limits on the number of employees who may take vacation or on the amount of vacation that may be taken.

b. Step Two: By April 15 of each school year or two weeks after the adoption of school calendars, whichever occurs last, each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount.

The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 1.6 through 1.9 below. Unless otherwise directed by the employee's appropriate administrator, the proposed vacation schedule for B, C, and E basis employees shall include the appropriate winter and spring recess days within the employee's basis, and for A and M basis employees, the second or third week of winter recess.

## Article XVI – Vacation

### 1.6

a. Within (15) calendar days of receipt of the employee's vacation usage schedule, the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed schedule for vacation would substantially interfere with the operation of the employee's work unit. Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency. Except as provided in Section 1.8, any scheduling conflict(s) between or among employees working in the same unit or office as to when vacation can be taken shall be decided by site or work unit seniority within classification. In the event of a tie, the scheduling conflict shall be determined by lot.

b. An employee whose previously approved vacation has been changed due to a critical operational necessity shall have the right, prior to filing a formal grievance pursuant to the grievance procedure, to meet with the employee's appropriate administrator and the appropriate Division Head or designee to attempt to informally resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the Division Head or designee shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the 15-day time limit for filing a written grievance as required by Article V, Grievance Procedure.

1.7 Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested modification(s) shall not be unreasonably denied.

1.8 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.

1.9 In circumstances where an employee could not reasonably have anticipated the need to request particular vacation time off, provided that such requested time is during a period that vacation would normally be available, nothing in the above vacation scheduling procedure will preclude an employee from requesting, and the administrator, in his/her discretion, from approving, a vacation request for time off not scheduled as above in Section 1.6. Such requests shall not be unreasonably denied.

## Article XVI – Vacation

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

- a. On days designated by the District as school holidays or at any other time during the employee's assignment period to avoid leave without pay;
- b. When the employee fails to provide an annual vacation schedule per 1.5 above;
- c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in 1.8 above;
- d. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline); and
- e. During periods within the employee's assignment basis when the District is closed, when the employee's work site is closed, or when there is a lack of work (unless the employee and the appropriate administrator agree that the employee may go unpaid during such a period). Where assignment of mandatory vacation is necessary due to lack of work as determined by management, volunteers shall be considered first; preference shall be given to employees in the affected classification at the site with the highest site seniority in classification. If the number of volunteers is insufficient, assignment of mandatory vacation shall be to those employees with the highest vacation balance. Exception to the foregoing may be made considering special needs, attendance records, the individual employee's vacation balance, and/or previously approved scheduled vacation.

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

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

1.13 When a regular employee whose assignment is other than A Basis is given a Z Basis assignment, that employee shall earn vacation in accordance with the schedule set forth in 1.1 above.

1.14

- 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 employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The



## Article XVI – Vacation

District will then credit each employee with their 1994 accrual bank as vested vacation 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 vacation 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 days 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.

1.15 Except as set forth in 1.13 above with respect to employees' 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as a lump sum at the employee's salary rate at the time of such separation (pursuant to 1.11 above).

### 1.16 Attendance Incentive Plan

a. A vacation-earning employee who accumulates a total of fifty (50) days or more days of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee whose full-pay illness absence credit earned subsequent to June 30, 1995, thereafter drops below 50 or more days shall not be entitled to additional vacation under this section, except pursuant to subparagraph (b).

b. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days and earned subsequent to June 30, 1995 shall entitle the employee to one (1) additional vacation day.

c. At the option of the appropriate Division Head, B, C and E basis employees may be paid for the additional days of vacation earned in 1.15a and 1.15b on the basis of their daily rate of pay during the preceding fiscal year.

## **ARTICLE XVII**

### **SAFETY CONDITIONS**

1.0 The responsibility for providing for 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 any unsafe condition, facility, or equipment of which they are aware. There shall be no reprisal against an employee for reporting any unsafe or potentially unsafe condition, facility, or equipment.

2.0 Procedures implemented by the District shall be utilized by employees and the Union on behalf of employees to address safety issues. The District shall publicize at each school and work site the process to bring forth a safety issue.

2.1 In the event a safety issue is not resolved by the school or work site safety committee, a complaint regarding such safety issue may be forwarded to either the Office of Environmental Health and Safety (OEHS) duty officer or to the appropriate Senior Environmental Health and Safety Officer. It is the responsibility of the OEHS to review the complaint and direct compliance, as appropriate.

2.2 If the party contacted, as set forth in Section 2.1 above, fails to respond on the safety issue within twenty (20) work days from the date received by OEHS, the issue may be forwarded to the Director of the Office of Environmental Health and Safety for response and/or action.

## **ARTICLE XVIII**

### **TUITION REIMBURSEMENT**

1.0 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 the Local District Superintendent/Division head or designee before 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(s) for the disapproval.

c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District.

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 \$600, effective July 1, 2009, 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.

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

## **Article XVIII - Tuition Reimbursement**

3.0 An employee who terminates employment with the District within six (6) months of receiving tuition reimbursement pursuant to this Article, 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.

4.0 Any amount budgeted by the Board in any fiscal year for tuition reimbursement for Unit C but not expended during the fiscal year shall be available to Unit B in the same fiscal year when Unit B's tuition reimbursement budget has been expended for that year.

## **ARTICLE XIX**

### **CAREER LADDER IMPLEMENTATION**

1.0 Since September of 1993, the Los Angeles Unified School District (the "District") and the Union have been engaged in a joint collaborative effort to develop a paraprofessional career ladder for the District with the intent of developing a program to support paraprofessionals in the pursuit of teaching credentials. As part of that collaborative effort, on May 20, 1994, the District and the Union jointly issued a "Paraprofessional Career Ladder Working Group Report."

2.0 The District and the Union agree to establish a Career Ladder Oversight Committee (the "Committee"), with equal representation from the Union and the District.

2.1 The Committee shall be composed of eight (8) Union representatives (four [4] from Unit B and four [4] from Unit F), and eight (8) District representatives.

2.2 All recommendations by the Committee shall be reached by clear and substantial consensus prior to the recommendation's submission to the District's Superintendent or designee for approval.

2.3 The Committee shall be charged with the development of the overall procedures for implementation of a paraprofessional career ladder program, the overall monitoring of that program, and the making of recommendations to the District's Superintendent or designee regarding program components and continued implementation.

2.4 All Committee meetings shall, to the extent possible, be scheduled outside of employee duty time and the Union shall reimburse the District for any lost duty time for Committee meetings, or any tasks completed by Committee members on duty time pursuant to Committee direction.

3.0 The Career Ladder Program to be implemented by the District shall include the following components:

3.1 Only those eligible employees who complete a written application to participate in the Career Ladder Program shall participate in that program.

3.2 The Career Ladder Program shall be composed of five (5) levels. Participating employees shall be placed on the appropriate level according to the individual employee's education and level of performance skills. Education and skill requirements necessary for each level and a participating employee's initial placement and movement on the career ladder shall be determined and implemented in accordance with procedures

## **Article XIX - Career Ladder Implementation**

developed by the Committee, subject to approval by the District's Superintendent or designee.

3.3 Career Ladder participants who are not making satisfactory progress toward the pursuit of a teaching credential may receive, as part of the Career Ladder program, counseling toward careers in other areas of District need.

4.0 The Committee shall, subject to District funding, establish an Educational Trust Fund to provide financial assistance to employees participating in the District's Career Ladder Program to improve paraprofessional education to assist paraprofessionals in pursuing a career as classroom teachers or otherwise improving their education. Participation in the paraprofessional career ladder shall be limited to employees in bargaining units B and F, unless otherwise determined by the committee, or by the Superintendent.

4.1 The criteria for participation in the Educational Trust Fund and the level of participation for each participating employee shall be determined by the Committee, subject to approval by the Superintendent or designee.

4.2 The Committee shall make recommendations to the Superintendent or designee as to eligibility, approved classes, and the amount of disbursement from the Educational Trust Fund.

4.3 The Committee shall develop and recommend to the Superintendent or designee a list of approved candidates for participation in the Educational Trust Fund. However, final approval for participation in the Educational Trust Fund shall be required from the Superintendent or designee. That approval shall be in the sole discretion of the District. However, if any such approval is denied, the District shall, upon written request, provide the applying employee with the stated reason for the disapproval.

4.4 All courses or programs shall be taken by the employee during non-assigned duty hours.

4.5 The Committee shall develop and implement a requirement for participating employees who have obtained their teaching credential, whereby, upon the request of the District, such employees shall be required to work as classroom teachers in the District for a minimum of two (2) years, if offered a District teaching position. Any participating employee who has completed their teaching credential but fails, upon request of the District, to fulfill his or her two (2) year teaching commitment will be required to repay to the Educational Trust Fund the amount of financial assistance which was contributed to the employee. The required amount shall be deducted from the employee's final pay warrant. In the event that the employee's financial obligation exceeds the amount of his or her last pay warrant, then the employee shall be liable for any remaining

## **Article XIX - Career Ladder Implementation**

amount and be required to repay all amounts due in accordance with procedures established by the District. The requirement shall be waived in the event of the employee's death or a physical or mental disability which precludes the employee from returning to District employment.

4.6 Any employee who terminates employment with the District within six (6) months of receiving financial aid from the Educational Trust Fund shall refund the amount received to the District, or the amount shall be deducted from the employee's final pay warrant. In the event the employee's financial obligation exceeds the amount of the employee's last pay warrant, then the employee shall be liable for any amount remaining, and be required to repay all amounts due and owing in accordance with procedures established by the District. 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.

5.0 This program shall be subject to continued District funding.

5.1 Applications for participation in the Career Ladder program shall, to the extent practicable, be made available each year at the Career Ladder forums and annual conference.

5.2 An employee may use available Personal Necessity Leave, as provided for in Article XII, Section 13.0, for the purpose of delivering Career Ladder documents to the appropriate District Office upon providing three (3) working days advance notice to his/her supervisor.

## **ARTICLE XX**

### **ENTIRE AGREEMENT**

1.0 The Union 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 the Union 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 the Union 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 XXI

### 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, 2017, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after January 1, 2017.

**2016 - 2017 Salary Schedule**

**APPENDIX A**

| Class Code | Class Title  | Step 1     | Step 2     | Step 3     | Step 4     | Step 5     | Hourly     |
|------------|--|------------|------------|------------|------------|------------|------------|
| 4688       | Campus Aide (Female/Restricted)                                    | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4689       | Campus Aide (Female/Spanish Language)(Restricted)                  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4691       | Campus Aide (Male/Restricted)                                      | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4692       | Campus Aide (Male/Spanish Language)(Restricted)                    | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4687       | Campus Aide (Restricted)   | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4690       | Campus Aide (Spanish Language/Restricted)                          | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$0.00000  |
| 4568       | Counselor Aide   | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$0.00000  |
| 4584       | Counselor Aide (Vocational Education)                              | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 |            |
| 4946       | Deaf and Hard of Hearing Instructional Aide                        | \$19.32270 | \$20.36831 | \$21.54815 | \$22.76332 | \$24.06328 |            |
| 4704       | Early Childhood Associate and (Restricted)                         | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4522       | Early Education Center Aide (Cantonese Language/Restricted)        | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4521       | Early Education Center Aide (Spanish Language/Restricted)          | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4520       | Early Education Center Aide I & (Restricted)                       | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4583       | Education Aide II  | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 |            |
| 4699       | Education Aide II (Restricted)                                     | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 |            |
| 4581       | Education Aide III & (Restricted)                                  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4684       | Education Aide III (Arabic Language/Restricted)                    | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4580       | Education Aide III (Armenian Language/Restricted)                  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4596       | Education Aide III (AVID)  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4530       | Education Aide III (Cantonese Language/Restricted)                 | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4594       | Education Aide III (Female/Restricted)                             | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4531       | Education Aide III (Japanese Language/Restricted)                  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4533       | Education Aide III (Korean Language/Restricted)                    | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4587       | Education Aide III (Male/Restricted)                               | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4579       | Education Aide III (Spanish Language/Restricted)                   | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4532       | Education Aide III (Tagalog Language/Restricted)                   | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4537       | Education Aide III (Vietnamese Language/Restricted)                | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4928       | Educational Resource Aide (Armenian Language/Restricted)           | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4924       | Educational Resource Aide (Restricted)                             | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4925       | Educational Resource Aide (Spanish Language/Restricted)            | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4700       | Health Care Assistant  | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 | \$24.15513 |            |
| 4701       | Health Care Assistant (Male)                                       | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 | \$24.15513 |            |
| 4063       | Infant Care Aide   | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4067       | Infant Care Aide (Restricted)                                      | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 |            |
| 4706       | Instructional Aide (Braille)                                       | \$19.32270 | \$20.36831 | \$21.54815 | \$22.76332 | \$24.06328 |            |
| 4541       | Instructional Aide (Business Education)                            | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4549       | Instructional Aide (Horticulture)                                  | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4550       | Instructional Aide (Metalworking)                                  | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4572       | Instructional Aide (Music)   | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4969       | Instructional Aide for the Deaf & Hard of Hearing Students-Oral    | \$19.32270 | \$20.36831 | \$21.54815 | \$22.76332 | \$24.06328 |            |
| 4569       | Instructional Aide for the Deaf & Hard of Hearing Students-Signing | \$19.32270 | \$20.36831 | \$21.54815 | \$22.76332 | \$24.06328 |            |
| 4991       | Instructional Aide I & (Restricted)                                | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 |
| 4592       | Instructional Aide II & (Restricted)                               | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 |
| 4495       | Instructional Aide-Computer Lab                                    | \$18.09338 | \$19.13193 | \$20.18461 | \$21.35740 | \$22.56551 |            |
| 4676       | Interpreter Aide (Cantonese Language)                              | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |

**2016 - 2017 Salary Schedule**

**APPENDIX A**

| Class Code | Class Title  | Step 1     | Step 2     | Step 3     | Step 4     | Step 5     | Hourly     |
|------------|--|------------|------------|------------|------------|------------|------------|
| 4677       | Interpreter Aide (Korean Language)                       | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |
| 4666       | Interpreter Aide (Laotian Language)                      | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |
| 4668       | Interpreter Aide (Spanish Language)                      | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |
| 4679       | Interpreter Aide (Tagalog Language)                      | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |
| 4667       | Interpreter Aide (Vietnamese Language)                   | \$15.00000 | \$15.31685 | \$16.19997 | \$17.06190 | \$18.03686 |            |
| 4519       | Liaison Aide & (Restricted)                              | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 |            |
| 4510       | Math and Science Center Technician                       | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 | \$24.15513 |            |
| 4919       | Migrant Program Technician                               | \$16.24237 | \$17.15373 | \$18.11457 | \$19.13899 | \$20.21994 |            |
| 4595       | Naturalist   | \$21.07480 | \$22.29703 | \$23.53341 | \$24.88282 | \$26.28168 |            |
| 5342       | Out-of-School Program Support Worker                     | \$15.00000 | \$15.57826 | \$16.48964 | \$17.38688 | \$18.37598 |            |
| 4660       | Pupil Services and Attendance Aide                       | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 |            |
| 4663       | Pupil Services and Attendance Aide (Spanish Language)    | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 |            |
| 4577       | Resource Assistant for Students with Visual Disabilities | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 |            |
| 4195       | School Gardening Program Specialist                      | \$24.07740 | \$25.42683 | \$26.84687 | \$28.38704 | \$29.99786 |            |
| 4511       | School Helper & (Restricted)                             | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 |
| 4906       | School Occupational Therapy Assistant                    | \$21.78785 | \$23.90182 | \$24.25010 | \$25.58362 | \$26.99070 |            |
| 4650       | Senior Liaison Aide                                      | \$15.17555 | \$16.00922 | \$16.97005 | \$17.88849 | \$18.89880 |            |
| 4918       | Senior Migrant Program Technician                        | \$16.95592 | \$17.89557 | \$18.93411 | \$19.97267 | \$21.12426 |            |
| 4669       | Senior Youth Relations Associate                         | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 |            |
| 4954       | Sign Language Interpreter                                | \$27.46153 | \$28.97343 | \$30.61957 | \$32.28691 | \$34.16618 |            |
| 4535       | Sign Language Interpreter I                              | \$18.01567 | \$19.05422 | \$20.11396 | \$21.25849 | \$22.45953 |            |
| 4599       | Social Services Aide                                     | \$0.00000  | \$15.00000 | \$15.17555 | \$16.00922 | \$16.97005 |            |
| 4571       | Special Education Assistant                              | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 |            |
| 4578       | Special Education Assistant (Hearing Impaired)           | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 |            |
| 4566       | Special Education Assistant (Male)                       | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 | \$22.89049 |            |
| 4575       | Special Education Trainee                                | \$16.48964 | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 |            |
| 4573       | Special Education Trainee (Hearing Impaired/Restricted)  | \$16.48964 | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 |            |
| 4562       | Special Education Trainee (Male)                         | \$16.48964 | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 |            |
| 4459       | Special Needs Attendant                                  | \$0.00000  | \$0.00000  | \$0.00000  | \$15.00000 | \$15.17555 |            |
| 4950       | Speech Language Pathology Assistant                      | \$22.85601 | \$24.15159 | \$25.52205 | \$26.95243 | \$28.36033 |            |
| 4529       | Youth Relations Associate & (Restricted)                 | \$17.38688 | \$18.37598 | \$19.42160 | \$20.53786 | \$21.66826 |            |

**APPENDIX B  
BOARD RULE 1990**

**1990. ASSIGNMENT BASES**

The various bases of assignment for employees shall be as follows:

| <u>Basis</u> | <u>Definition of Assignment Period</u>   |
|--------------|--|
| A            | From July 1 to June 30, inclusive.   |
| B            | 221 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible B Basis", the 221 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular B Basis. |
| C            | 204 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below from the first day of the fall semester to the last day of the spring semester, inclusive. As an exception, and to be known as "Flexible C Basis," the 204 days of assignment for employees in year-round schools may occur at any time from July 1 to June 30, inclusive, provided that, notwithstanding any other provision to the contrary, the annual hours of paid holidays and related benefits are commensurate with those for the regular C Basis.  |
| D            | 226 days excluding Saturdays and Sundays but including legal holidays and including school holidays, except as provided below, occurring during the period of assigned time  |

**APPENDIX B**  
**BOARD RULE 1990**

as designated by the Superintendent of Schools or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive (Effective 7-1-07)

**E** 234 days, excluding Saturdays and Sundays but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

**F** 249 days excluding Saturdays and Sundays but including nine (9) legal holidays. Applicable only to Food Service employees currently assigned to M Basis at four track year-round schools. F Basis will sunset on June 30, 2010.

**K** 214 days, excluding Saturdays and Sundays, but including legal holidays, and including school holidays except as provided below, occurring during the period of assigned time as designated by the Superintendent or his or her authorized representative. Such assignment shall include the period from the first day of the fall semester to the last day of the spring semester, inclusive.

**N** 254 days excluding Saturdays and Sundays but including nine (9) legal holidays. Applicable only to Food Service employees currently assigned to M Basis at three track year-round schools. N Basis will sunset on June 30, 2010.

**X** Periods of assignment, as needed, not otherwise defined in this Rule (including

**APPENDIX B  
BOARD RULE 1990**

assignments in substitute, temporary, and relief status and the unclassified service). For use when an employee is not performing regular duties or when the employee is performing regular duties and the assignment is 10 working days or less.

**Z**

(1) The period between the ending date of an employee's assignment basis in one school year and the beginning date of the regular basis for the following school year, or

(2) the periods of unassigned time, or

(3) the intersession periods for year-round school employees. Restricted to certificated and classified employees having regular status in other than A basis positions. For use when an employee is performing regular duties and the assignment is more than 10 working days.

School holidays may be declared unassigned days for classified employees by appropriate administrators. School holidays not assigned as working days for classified employees shall be unpaid days except that earned vacations shall be taken during school holiday periods.

Employees assigned on any of the above bases may be placed by the Board of Education on unpaid leaves of absence from service not to exceed five days during a school year.

(Amended 6-12-07)

## **APPENDIX C**

### **SUBSTITUTES ADDENDUM**

1.0 Pursuant to the terms set forth in the Settlement Agreement signed by the District on February 19, 2009 and signed by the Union on June 26, 2009 relating to P.E.R.B. Case No. LA-UM-760 and Case No. LA-RR-1129, the Union has been certified as the exclusive collective bargaining representative of otherwise unrepresented persons, not retired from the District, substituting in the classifications listed in Article I, Section 1.1 of the parties' Unit B collective bargaining agreement.

1.1 As used herein, the words "otherwise unrepresented" are intended to address situations in which employees who have regular status in one classification may, for example, spend time in a leave to higher assignment or in some other temporary relief or assignment. Such persons are not "substitutes."

2.0 The following provisions of the Unit B collective bargaining agreement shall apply to substitutes:

|              |  |
|--------------|--|
| Article II   | Separability and Savings                   |
| Article III  | District Rights                            |
| Article IV   | Union Rights                               |
| Article V    | Grievance Procedure (modified as attached) |
| Article VI   | Work Stoppage                              |
| Article VII  | Non-Discrimination                         |
| Article VIII | Union Security and Dues Deductions         |
| Article XVII | Safety Conditions                          |
| Article XX   | Entire Agreement                           |
| Article XXI  | Term of Agreement                          |

All other provisions of the Unit B collective bargaining agreement shall not apply to substitutes. Any reference in the foregoing list of provisions to excluded provisions shall not be applicable to substitutes.

3.0 Extended Substitute Assignments (Bereavement Leave - Unpaid): A day-to-day Substitute who serves for more than 40 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, will be deemed, for the purposes of this Section, to be serving in an extended substitute assignment. A Substitute serving in an extended substitute assignment is entitled to an unpaid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested, and the leave of absence commences

## **APPENDIX C**

within five (5) calendar days of notification of the death. For purposes of this Section, immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee, and also includes a cohabitant who is the equivalent of a spouse. Upon conclusion of this leave, the Substitute will be entitled to return to the extended substitute assignment he or she was in prior to commencing the leave, provided that the regular employee is still absent or the position remains unfilled.



## APPENDIX C

### **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:

...

3.0 **Released Time for Employees:** 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 will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

a. As to Substitutes, grievance meetings and hearings shall not be scheduled during the employee's duty hours.

## APPENDIX D

### **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99 UNITS B, C, F, G 2014-2017**

This Memorandum of Understanding is made and entered into this 27<sup>th</sup> day of June, 2014 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, Local 99 ("SEIU") for employees in Units B, C, F, and G.

Pursuant to the parties 2011-2014 Agreement, the District and SEIU, Local 99 have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2011-2014 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.
- B. For the 2014-2017 school years, the District and SEIU Local 99 agree to the following with respect to compensation:

#### **2014-2015**

Effective July 1, 2014, all SEIU bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the current base wage schedules. Thereafter, any salary steps that still remain less than \$11.00 per hour shall receive a living wage adjustment to an hourly rate of \$11.00.

#### **2015-2016**

Effective July 1, 2015, all SEIU bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the 2014-15 base wage schedules. Thereafter, any salary steps that still remain less than \$13.00 per hour shall receive a living wage adjustment to an hourly rate of \$13.00. The wage increases for those earning more than \$13.00 are contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of these wage increases. If there are indications that such resources may not be sufficient, the District shall promptly give notice to SEIU and immediately commence reopener negotiations for all bargaining unit members earning more than \$13.00.

#### **2016-2017**

Effective July 1, 2016, all SEIU bargaining unit members shall receive a 2.5% on-schedule wage increase applied to each step on the 2015-16 base wage schedules. Thereafter, any salary steps that still remain less than \$15.00 per hour shall receive a living wage adjustment to an hourly rate of \$15.00. The wage increases for those earning more than \$15.00 are contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of these wage increases. If there are indications that such

resources may not be sufficient, the District shall promptly give notice to SEIU and immediately commence reopener negotiations for all bargaining unit members earning more than \$15.00.

C. For calendar years 2015-2017, the parties have agreed to reopen on Health and Welfare for applicable bargaining units, subject to coordinated bargaining on health and welfare.

D. The parties' 2014-2017 Agreement shall be further modified as follows:

1. **ACCESS TO HEALTH CARE BENEFITS** - The Union and the District shall agree to a Side Letter of Agreement that provides the procedures and protocols for the Union and the District to negotiate issues of health care for bargaining unit employees, beginning no later than September 30, 2014.
2. **SEMI-MONTHLY PAY** - The Union agrees to the implementation of a semi-monthly pay system, effective July 2015. The District and Union will identify financial assistance for employees at no cost to the District. The District shall notify impacted employees in a timely way of this change and provide education materials to explain this change.
3. **EVALUATION** - The Union and District agree to a year-long pilot of the Classified Growth and Development Cycle evaluation under the following conditions:
  - a. The pilot shall include up to 500 unit members that fairly represent all bargaining units and classifications.
  - b. All unit members taking part in the pilot shall do so on a voluntary basis only during work hours.
  - c. Each bargaining unit member that completes the pilot program shall receive a one-time payment of \$200.00, payable upon completion of the pilot program.
  - d. Evaluations of bargaining unit members taking part in the pilot shall be non-punitive.
  - e. The period for the pilot program shall be the 2014-2015 school year. During the pilot period, the Union shall be provided with regular materials and reports regarding the pilot program.
  - f. Upon completion of the pilot program, an equal number of representatives of the Union and District shall meet and agree upon any changes to the program before its full implementation.
4. **HOURS AND WORK YEARS** - The Union and the District agree to make concerted efforts to assess the feasibility of increasing the hours of existing bargaining unit members and reducing the percentage of part-time workers in each bargaining unit during the terms of the contract. As such, the Union and the District shall, before September 30, 2014, form and convene an Hours and Work Years Improvement Committee that shall be tasked with accomplishing the following:
  - a. Determining ways to increase work hours for interested bargaining unit members by using natural attrition and other non-monetary cost processes;

- b. Determining ways to increase the number of 8-hour positions for interested bargaining unit members by transferring work from private contractors to Local 99 bargaining units, if applicable;
- c. Determining ways to restore work year bases, by using natural attrition, for existing unit members who experienced shortened work years;
- d. Developing quarterly reports that allow for the monitoring of attrition and resolution of problems through the newly-formed Hours and Work Year Improvement Committee.
- e. Determining attendance incentives to increase attendance.

The Hours and Work Years Improvement Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District. The Committee shall meet bi-monthly and a minimum of six (6) times during each school year to ensure continual progress.

5. **SAFETY AND MATERIALS** - The Union and the District agree to establish a joint Safety and Materials Committee to resolve health and safety concerns of unit members. The Safety and Materials Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District. The Committee shall meet monthly and a minimum of nine (9) times during the school year to ensure full completion of its charge. During the initial meetings of the Committee, the following matters shall be discussed:
  - a. Issues raised by unit members re: adequate break rooms and restrooms in transportation yards;
  - b. Issues raised by unit members re: bullying by administrators and others.
6. **TRAINING AND CAREER PATH** - The Union and the District shall establish a joint Training and Career Path Advisory Committee to increase unit member opportunities for career advancement and to recommend training. The Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District and shall meet quarterly. Joint recommendations from the Committee shall be forwarded to the Superintendent and the Personnel Commission for consideration.
7. **OASIS** - The Office of Data and Accountability will develop a report on the progress of the program and its identified goals. The Union and the District agree to reopen discussions on the subject of OASIS on or after January 1, 2016.
8. **VACATION** - The District agrees to work towards reducing the amount of blackout days. Additionally, the District agrees to discuss the subject of vacation blackouts and waivers within the Hours and Work Years Committee referenced in #4 above.
9. **ASSIGNMENTS** - The District agrees to review the issues raised by SEIU below with respect to assignments within the Hours and Work Years Improvement Committee including:
  - a. Language changes in the Unit B and Unit C contracts to increase the number of full-time positions by District seniority in each unit in a serious and measurable way by the end of the contract term. For Unit B, seniority lists shall be developed by the parties during the



2014-2015 contract year for all classifications in the same manner as "family" classification groups are found in Article 11, Section 7.4.

- b. The criteria for all Unit B position reductions at work sites and for the filling of open positions, shall be by seniority and shall use the same process for establishing posted seniority lists that are found Unit F contract, Article X, Section 2.1 and Section 2.2.

The Union and District agree to memorialize a process to notify and move restricted employees into regular status.

The District and the Union agree to discuss assignments related to Bus and Truck Operations Bidding Procedures within the Hours and Work Years Improvement Committee with the understanding that no current rights or privileges shall be reduced or limited.

- 10. GRIEVANCE PROCEDURE** - Strike language in each contract requiring individual signatures for all impacted members and add the following language in the grievance procedure for each bargaining unit to allow for the filing of class action or group grievances:

"Grievance as defined under this article may be filed by the affected employee or by the Union on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, however, the Union must specify the names of the employees on whose behalf the grievance is being filed, and indicate the nature and scope of the claim."

- 11. UNION RIGHTS** - For the 2014-2015 year, SEIU Local 99 will be provided with a location in close proximity to *New Employee Orientation* where they can speak to members prior to the beginning of *New Employee Orientation*. Granting of this right shall not interfere with the employee being on time to *New Employee Orientation*.

- 12. TERM** - The parties agree to a three (3) year term covering July 1, 2014-June 30, 2017.

The above is subject to ratification by the SEIU Local 99 membership and to final approval by the LAUSD Board of Education.

Date of agreement: 6/27/14

Los Angeles Unified School District

Service Employees International Union, Local 99

By: 

Vivian Ekchian

Chief Labor Negotiator

By: 

Courtney Pugh

Executive Director

Adopted and approved by the Board of Education on \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Richard Vladovic, Ed.D.  
President

## APPENDIX E

### 2015-17 HEALTH BENEFITS AGREEMENT BETWEEN LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE UNIONS/ASSOCIATIONS REPRESENTING DISTRICT EMPLOYEES

#### I. PURPOSES

The terms and conditions of this 2015-17 Health Benefits Agreement ("this Agreement") constitute the successor agreement to the parties' 2012-2014 Health Benefits Agreement. This Agreement is intended to continue to accomplish the following purposes:

1. To establish and maintain stability in the delivery, annual cost and level of District contributions to health and welfare benefits;
2. To mitigate, if not remove, the necessity for annual negotiations over matters relating to the cost of health and welfare benefits;
3. To provide for an annual increase in the District's contribution, which shall be recognized by all parties as part of negotiated total compensation increases for District employees;
4. To calculate the annual increase in the District's contribution, taking into account increases or decreases in the number of active and retired pre-Medicare eligible and Medicare eligible benefited participants on an annual basis; the annual calculation shall be made consistent with II, 4, below.
5. To emphasize the critical role of the Health Benefit Committee ("HBC") to contain costs within the annual "budget" for health and welfare benefits (plus reserve funds, if any) through plan design and, if necessary, through direct contributions from participants;
6. To incentivize the HBC to 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
7. To address meaningfully the District's growing unfunded liability resulting from other post-employment benefits (OPEB) in accordance with GASB 45.

#### 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 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. 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, 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. 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 adjusting the District's increased contribution for any given calendar year to account for increases or decreases in benefited 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 geared to the percentage change in the aggregate estimated contribution as compared to the prior year, and relating to the number of benefited participants who are active employee enrollees, enrolled pre-Medicare-eligible retirees, and enrolled Medicare-eligible retirees based upon the SAP census data. The total net cost shall be calculated based on the actual per capita cost of active employees plus the actual per capita cost of retirees compared to the previous year's cost per capita, multiplied by the actual enrollment of active and retired participants. Increases or decreases in active or retiree enrollment shall not be the risk of either party, only the increase in per capita costs.

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 set forth below shall include, as an expense to be covered by the health fund, any 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 of the HBC and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and the 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. 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 that shall be applied the following year to offset increases in benefits costs, if needed. Conversely, if actual costs for any given year exceed the District's defined total aggregate contribution, such amount 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 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 the HBC and 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 (the "shortfall"). 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 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: CALENDAR YEARS 2015, 2016, AND 2017 (AND AUTOMATIC EXTENSION BASED ON CONTINGENCIES FOR 2018)**

1. 2014 Contributions: The District's estimated aggregate contribution amount for 2014 was increased by \$45 million (4.4838%) over the 2013 base. The per-participant base contribution amounts for 2014 were \$10,592.77 per active enrollee, \$15,910.18 per retired pre-Medicare-eligible enrollee, and \$7,544.96 per retired Medicare-eligible enrollee. The District's 2014 total estimated aggregate annual contribution obligation, based on November 2013 enrollments, was \$ 950.1 million.

2. 2015 Contributions: The 2015 total estimated aggregate annual contribution from the combination of the District's defined contribution and the Plan's reserve funds is \$987.6 million, an increase of \$37 million (3.9%) over the total 2014 contribution. The per-participant contribution amounts for 2015 are \$12,401.26 per active enrollee, \$18,097.43 per retired pre-Medicare-eligible enrollee, and \$6,293.18 per retired Medicare-eligible enrollee.

3. 2016 Contributions: The District's estimated aggregate contribution amount for 2016 shall be \$1.0518 billion, which is an increase of \$64 million (6.5%) over the estimated total contribution for 2015, but the actual 2016 total aggregate contribution will be determined by actual enrollments. Applying that 6.5% percent increase to the per-participant contribution amounts results in contributions for 2016 of \$13,207.35 per active enrollee, \$19,273.76 per retired pre-Medicare-eligible enrollee, and \$6,702.24 per

retired Medicare-eligible enrollee. The District's 2016 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2016 enrollments as described above.

4. 2017 Contributions: The District's estimated aggregate contribution amount for 2017 shall be \$1.1160 billion, which is an increase of \$64 million (6.1%) over the total estimated contribution for 2016, but the actual 2017 total aggregate contribution will be determined by actual enrollments. Applying that 6.1% percent increase to the per-participant contribution amounts results in contributions for 2017 of \$14,012.99 per active enrollee, \$20,449.46 per retired pre-Medicare-eligible enrollee, and \$7,111.07 per retired Medicare-eligible enrollee. The District's 2017 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2017 enrollments as described above.

5. Contingent 2018 Provisions: The parties agree to continue to make every effort with respect to the exploration of methods to reduce active employee and retiree costs and to bring about the potential to lower the liability reported under GASB 45 and otherwise reduce costs. If, near the end of the 2017 Plan Year (August 1, 2017), the following conditions are met, this Agreement shall be automatically extended to cover the 2018 Plan Year:

- a. The estimated total Plan cost increases for 2018 are to be no more than 4.5% over the cost of 2017; and
- b. The HBC will on an immediate and ongoing basis undertake the necessary measures to reduce the District's current OPEB liability for future retirees by a projected (as of August 1, 2017) total of 20% by January 1, 2018. Also, all EGWP-related reductions to the District's ongoing total OPEB liability shall be fully applicable to the HBC 20% reduction commitment relating to OPEB.

In conjunction with its obligation under II, 8 above, the HBC shall, by August 1, 2017 certify in writing whether the conditions of subparagraphs a and b above have been met.

In the event of an automatic extension, any premium cost increases for calendar year 2018 shall be borne equally by a combination of District current funds and a transfer from the Plan's reserve fund. The formula for this allocation shall be consistent with variations in enrollment as referenced in IV, 4 above.

If the conditions identified in both a and b above are not satisfied, this Agreement shall expire December 31, 2017, and the terms and conditions for 2018 and subsequent years shall thereby immediately be reopened for negotiation, pursuant to Section X below.

6. Reserve Fund Balance: Contributions from the Plan's reserve fund of \$148 million will be equitably distributed over a three year period, inclusive of Plan year 2015, 2016, and 2017, to offset the total cost increases to the Plan. A balance of at least \$160 million shall be retained in the Plan's reserve fund through the term of this Agreement (December 31, 2017).

## **V. DISPUTE RESOLUTION PROCEDURES**

1. The following kinds of disputes are to be 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, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligations/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. There is a claim asserted by the District that a planned change is illegal (see section 4 below);
- d. 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 upon 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's plan design recommendations 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 balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to seven (7) 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 total aggregate 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 balances, if any, which shall be binding on the parties.

3. Expedited Arbitration Procedure if 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 re-negotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval. All such procedures must be completed within 17 days of August 1.

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 will notify the HBC within five (5) workdays of such HBC response (ii above) as to whether the District has changed or maintained its opinion on the legality of 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) 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 recommendations 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 may 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 defined total aggregate contribution level.

8. Unspent Funds and Excess Costs: Any unspent funds in the health fund (after all costs for the year in question have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year as part of the "reserve fund." Such a balance is one-time money that shall be applied to offset increases in benefits costs, if needed. Conversely, if actual costs for the year exceed the District's contribution as set forth herein and carryover balances, if any, such amount shall be deducted from the District's contribution obligation for the following year.

## **VI. WITHDRAWAL FROM PLANS**

Prior to the November census of participants for any given year, each union and the District 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 2015 would be subject to implementation (assuming that it is finalized) effective January 1, 2016).

## **VII. NEWER EMPLOYEES' ELIGIBILITY FOR RETIREE BENEFITS**

1. **General Rule:** Effective with employees hired on or after April 1, 2009, the years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty five (25) consecutive years of service with the District immediately prior to retirement.

2. **Rule for School Police:** Effective with School Police (sworn personnel) 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.

## **VIII. ALTERNATIVES TO REDUCE UNFUNDED LIABILITY FOR RETIREE BENEFITS (GASB 45)**

1. **Subcommittee:** 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.

2. **Agenda:** The committee shall meet no less than once per month, 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 45. 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 six (6) 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 District. Any such recommendation may be implemented upon mutual agreement of the HBC unions and the District.

## **IX. IMPACTS OF LEGISLATION**

The parties shall, upon the 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.



**X. TERM OF AGREEMENT**

This Agreement shall, as provided in Section IV above, cover the Health Plan years 2015, 2016 and 2017, and expire December 31, 2017, unless the contingency stated in Section IV-5 occurs, in which case this Agreement shall automatically be extended to cover 2018 and thereby expire December 31, 2018.

**XI. STATUS QUO UPON 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 2015-17 (and subject to extension through 2018, as provided above), replacing and superseding all prior negotiations, proposals, the 2012-14 Health Benefits Agreement, and the parties' summary tentative agreement dated March 30, 2015. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for 2015-18 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:**

Dated: 8/12/2015

By: [Signature]  
On behalf of Los Angeles Unified School District

Dated: 21 July 15

By: [Signature]  
On behalf of United Teachers Los Angeles

Dated: 15 JUL 15

By: [Signature]  
On behalf of Associated Administrators of Los Angeles

Dated: 8/3/15

By: [Signature]  
On behalf of California School Employees Association

Dated: 7-15-2015

By: C. H.  
On behalf of Los Angeles/Orange Counties Building and  
Construction Trades Council

Dated: 7/17/15

By: [Signature]  
On behalf of Los Angeles School Police Association

Dated: 7/17/2015

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

Dated: 8/03/15

By: [Signature]  
On behalf of SEIU, Local 99

Dated: 7/23/15

By: R.E. McElrath  
On behalf of Teamsters Local 572

Adopted and approved by the Board of Education on:

Dated: 6/23/2015

By: [Signature]  
Richard Wladovic, Board President