

2023-2026

COLLECTIVE BARGAINING AGREEMENT

UNIT D
(OFFICE-TECHNICAL and BUSINESS SERVICES)

LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

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AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2023 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District" and California School Employees Association (CSEA) and its Los Angeles Chapter 500 which together with its officers and representatives will be referred to in this Agreement as "CSEA".

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in PERB Case No. LA-R-1, the District acknowledges that CSEA has been certified as the exclusive representative of a bargaining unit comprised of all regular employees in probationary and permanent status, including CETA and other restricted and part-time employees, employed in the following classes:

1331	Accounting Technician II	5427	Associate Computer Applications Specialist (Student Data Warehousing)
1228	ADA Compliance Analyst		
2076	Administrative Aide		
5073	Administrative Analyst	1106	Associate Financial Analyst
2071	Administrative Assistant	1432	Associate Project Engineer I
5021	Administrative Staff Aide	1424	Associate Project Engineer II
2730	Assignment Technician	4904	Audiologic Resource Aide
5086	Assistant Administrative Analyst	2815	Braille Transcriber
5141	Assistant Buyer	2147	Broadcast Compliance Specialist
2365	Assistant Contract Administration Analyst	2112	Broadcast Engineer
		2113	Broadcast System Operator
1803	Assistant Environmental Safety Officer	2547	Budget Technician
		1314	Building Program Accounting Technician
4423	Assistant Industrial Hygienist		
3815	Assistant Programmer Analyst	5121	Buyer
2156	Assistant Realty Agent	2316	Child Abuse Prevention and Awareness Coordinator
5419	Associate Computer Applications Specialist		
		2770	Claims Representative
5423	Associate Computer Applications Specialist (Facilities)	5650	Classified Training Representative
4841	Associate Computer Applications Specialist (SAP)	2676	Clerk

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2194	Community Outreach Event Coordinator	1158	Forensic Accountant
2059	Community Outreach Organizer	1508	GIS Specialist
4820	Computer Applications Assistant	5910	Grant and Funding Specialist
2585	Continuation School Office Manager	5390	Grant Manager (LA's BEST)
2364	Contract Administration Analyst	4634	Graphics Designer I
1266	Coordinating Financial Manager	4614	Graphics Designer II
2765	Cost Recovery Medical Biller	2354	Health Care Advocate
2238	Credentials and Contract Specialist	2347	Health Care Advocate (Armenian)
5620	CTEIG Linked Learning Coordinator	2355	Health Care Advocate (Spanish)
2715	Customer Services Center Representative	2605	Health Office Clerk
5069	Data Analyst, School Police	1546	High Rise Building Life/Safety Specialist
1148	Data Center Technician	2718	HR Liaison
1502	Demographic Research and Planning Analyst I	4997	Human Resources Specialist I
1503	Demographic Research and Planning Analyst II	5018	Human Resources Specialist II
2580	Early Education Center Office Manager	4989	Human Resources Specialist III
5091	Educational Research Analyst	2870	Information Resources Support Assistant
4432	Electron Microscopist	4799	Information Security Analyst I
1230	Electronic Data Analyst	4794	Information Security Analyst II
4030	Emergency Preparedness Program Specialist	2171	Information Systems Business Analyst
1774	Energy Specialist	4819	Information Systems Security Assistant
3007	Environmental Health & Safety Technician	4825	Information Systems Support Assistant II
4603	Environmental Health Specialist	1083	Information Technology Support Assistant
1797	Environmental Laboratory Analyst	2775	Insurance Technician
2153	Environmental Planning Specialist	2925	Interpreter (Cantonese)
1800	Environmental Safety Officer	2927	Interpreter (Korean)
4814	ERP Readiness Facilitator	2930	Interpreter (Spanish)
1883	Facilities Access Compliance Specialist	5078	Inventory Control Analyst
1108	Financial Aide	2634	Inventory Control Clerk
1089	Financial Analyst	1389	Investigative Assistant
1275	Financial Manager	1387	Investigator
1118	Fiscal Specialist	3862	IT Business Efficiency Analyst
4313	Food Services Staff Aide	3861	IT Customer Services Support Representative
		3840	IT Customer Services Support Representative (Spanish)
		4860	IT Trainer I
		4861	IT Trainer II
		4748	Job Cost Data Entry Operator

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2368	Job Order Contracting Specialist I	5523	Parent Community Facilitator (MCD)
2369	Job Order Contracting Specialist II	5478	Parent Education Support Assistant
5097	Labor Compliance Technician	5480	Parent Education Support Assistant (Spanish Language)
1741	Landscape Architectural Associate	5553	Parent Resource Assistant (Armenian Language) & (Restricted)
5660	Law Clerk	5554	Parent Resource Assistant (Korean Language) & (Restricted)
2680	Library Aide	5555	Parent Resource Assistant (Spanish Language) & (Restricted)
2623	Library Media Clerk	5552	Parent Resource Assistant and (Restricted)
4400	Licensed Vocational Nurse	5515	Parent Resource Liaison
4643	Life Science Laboratory Technician	1341	Payroll Distribution Assistant
2090	Magnet Program Liaison Assistant	1336	Payroll Specialist I
2226	Mail Clerk	1340	Payroll Specialist II
5409	MAXIMO Business Analyst	5066	Payroll Specialist III
3821	MAXIMO Data Management Analyst	4853	Police Dispatcher
2691	Meal Compliance Audit Clerk	1905	Program Scheduler
4636	Media Technical Assistant	3812	Programmer Analyst (COBOL)
2638	Medical Assistant	3813	Programmer Analyst (Oracle)
2661	Microfilm Operator	4893	Programmer Analyst (SAP)
4831	Mobile Applications Developer	3814	Programmer Analyst (Visual Basic)
2129	Multicast Traffic Coordinator	3806	Programmer Analyst, JAVA
4862	Multimedia Designer	5244	Property Management Assistant
4867	.NET Developer	1530	Property Management Coordinator
4872	Network Configuration Administrator	4854	Radiotelephone Operator
4873	Network Operations Center Analyst	2146	Realty Agent
3526	Network Systems Engineer	<u>2626</u>	<u>Records and Archive Technician</u>
1267	Occupational Center Financial Manager	2363	Relocation Services Coordinator
2828	Office Technician	<u>2232</u>	<u>Reports & Data Analyst I</u>
2831	Office Technician (Cantonese Language)	<u>2222</u>	<u>Reports & Data Analyst II</u>
2830	Office Technician (Korean Language)	5063	Retirement and Deductions Analyst
2846	Office Technician (Restricted/Disabled)	2042	Return to Work Specialist
2167	On-Air Promotions Producer	2248	Salary Credits Assistant
2626	Optical Scanning Equipment Operator	4847	SAP Applications Assistant
5520	Parent Community Facilitator	1347	School Accounting Clerk
5522	Parent Community Facilitator (Armenian Language)		

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2878	School Office Computer Coordinator (Adult)	2172	Social Media Assistant
2874	School Office Computer Coordinator (Elementary)	1880	Space Utilization Analyst
2876	School Office Computer Coordinator (Secondary)	5143	Specifications Assistant
2800	Secretary & (Restricted)	4868	SQL Developer
2963	Selection Technician	<u>5126</u>	<u>Strategic Partnerships Coordinator</u>
2725	Senior Assignment Technician	2366	Student and Family Resources Ambassador
1400	Senior Auditor, Inspector General's Office	2357	Student and Family Resources Navigator
5653	Senior Classified Training Representative	2607	Student Integration Helper & (Restricted)
3804	Senior Developer	<u>5516</u>	<u>Student, Family, and Community Engagement Liaison</u>
5089	Senior Educational Research Analyst	1807	Sustainability Specialist
1265	Senior Financial Manager	4816	Technology Support Specialist
2350	Senior Health Care Advocate	2187	Telecommunications Services Representative
2781	Senior Insurance Technician	2125	Television Producer-Director
5190	Senior Inventory Control Analyst	2346	Television Programming Associate
1396	Senior Investigator	2644	Textbook Inventory Clerk
4743	Senior Job Cost Data Entry Operator	2905	Translator – Interpreter (Armenian)
2221	Senior Mail Clerk	2906	Translator – Interpreter (Cantonese)
2690	Senior Meal Compliance Audit Clerk	2908	Translator – Interpreter (Korean)
2838	Senior Office Technician	2909	Translator – Interpreter (Mandarin)
2628	Senior Optical Scanning Equipment Operator	2910	Translator – Interpreter (Russian)
5519	Senior Parent Community Facilitator	2070	Translator – Interpreter (Spanish)
5476	Senior Parent Education Support Assistant	2911	Translator – Interpreter (Vietnamese)
2271	Senior Personnel Clerk	2920	Translator (Spanish)
4851	Senior Police Dispatcher	4864	UI/UX Designer
<u>2628</u>	<u>Senior Records and Archive Technician</u>	2260	Unemployment Claims Processor
2250	Senior Salary Credits Assistant	2184	Unemployment Claims Specialist
2865	Senior Secretary	4480	Vocation and Transition Assistant
2960	Senior Selection Technician	2326	Volunteer Program Assistant
2902	Senior Translator-Interpreter (Spanish)	1181	Web Developer
4833	Sharepoint Developer	2041	Worker' Compensation Claims Processing Specialist
4010	Small Business/We Build Coordinator		

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- 2168 Zone of Choice Facilitator
- 2169 Zone of Choice Facilitator
(Spanish Language)

Article I – Recognition

1.1 Excluded: All other personnel designated as management/supervisory, 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 accredited 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 “Employees” 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 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 1.0 of Appendix A shall be considered in the unit. Should an employee’s job involve an equal number of hours in different assignments, the employee shall be considered as included in the unit only if that employee has functioned in one of the foregoing classifications for the longest period of time based upon the date of regular assignment. The District agrees to further review the feasibility of payment of dues by employees who may work in a provisional assignment. This feasibility review will be done in conjunction with other classified bargaining units at the District.

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 CSEA 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 CSEA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

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

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

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

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

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

e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions listed as Excluded in Article I (Recognition), to do work on a non-regular and limited basis 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 XIV (Transfers); the assignment of employees to any facilities, classrooms, functions, activities, departments, tasks, or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening.

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented 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 XVIII (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 XIX (Safety Conditions).

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

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 CSEA 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

CSEA RIGHTS

1.0 Access: Any authorized CSEA 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: CSEA shall have the right to post notices of official CSEA matters on a designated bulletin board or a section of a designated bulletin board established for CSEA's exclusive use at each work site where employees are assigned.

3.0 Release Time:

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

b. CSEA Annual Conference: The District shall grant paid release time to up to eight (8) elected delegates from CSEA Chapter #500 to attend the CSEA Annual Conference for up to five (5) days. Notification must be provided to the District at least twenty (20) days in advance of the need for such absence.

c. Union Stewards: Except as already provided for in Article V Grievance Procedure, Section 3.0 and to the extent such cannot be reasonably handled during non-duty hours, and if the needs of the service allow, union stewards designated by the Association shall, after providing at least forty-eight (48) hours' notice to his/her immediate supervisor, be released from duty with no loss of pay for the purpose of representing unit members in the case of any disciplinary or investigative meeting; representing unit members in any reasonable accommodations or interactive process proceedings; or representing unit members in any evaluation appeal. Such release time shall be limited to one-hundred (100) cumulative hours per year and no individual shall be released on more than two (2) occasions per month, and a cumulative total of twenty (20) hours per year.

4.0 List of Employees: CSEA shall be provided upon request of the Association, a current list of names, employee numbers, classifications, addresses, and work locations of all employees covered by this Agreement.

5.0 Upon reasonable notice, CSEA shall have the right to review an employee's Personnel File when accompanied by the employee or on presentation of written authorization signed by the employee.

6.0 The District agrees to provide to new regular employees in the unit at the time they are processed materials containing accurate information about CSEA which materials CSEA furnishes to the District for such dissemination. Any dissemination of such materials must be approved by the Office of Labor Relations.

7.0 CSEA State Officers: In accordance with Education Code 45210, a leave of absence shall be provided, upon request, for Unit members who hold CSEA state office, provided CSEA reimburses the District for the cost of the attendee's salary and benefits. CSEA shall provide to the District on or before February 28 of each calendar year a list of Unit members, if any, who are CSEA State Officers and the State Office held by each.

8.0 Use of District Facilities: Upon reasonable notice by CSEA to the District, CSEA shall have the right to reasonable use, without charge, of District facilities to meet with off-duty Unit employees at the site. Authorization for facilities use shall be obtained in advance through the appropriate site administrator or designee.

CSEA may use District facilities as described above provided all of the following conditions are met:

- a. The facility is used during a time when District staff is on duty to open and close the facility without incurring additional cost to the District, i.e., no overtime is required;
- b. CSEA returns the facility to the same condition as they found it prior to use, e.g., chairs and tables moved to their original place, no additional clean-up is required; and
- c. There is no interference with other activities or scheduled events.

8.1 In the event the above conditions are not met, CSEA shall arrange for the use of facilities and payment of required fees through the Civic Center Permit Office.

9.0 Attendance at District Meetings or Committees: Employees designated by CSEA may attend District meetings or committees as follows:

9.1 CSEA shall provide the District with a list of its designated employees.

9.2 When the agenda of a particular meeting is immediately relevant to the bargaining unit and attendance by an employee would be meaningful in terms of obtaining information for dissemination to the bargaining unit or the employee's participation in the discussion is desired, one non-school based employee shall be given reasonable released time to attend Personnel Commission meetings. Upon prior notice to the District, under special

circumstances, a school based employee may be substituted.

9.3 When CSEA is invited to send an employee participant to a District-sponsored committee or meeting, one designated employee shall be given reasonable released time to attend.

9.4 The supervisor and the employee are expected, where practical, to modify the employee's work schedule so as to minimize the amount of released time required for attendance. Expenses of attending any of the foregoing meetings shall be borne by CSEA or the employee. Employees are expected to return to work after attendance, if practical.

9.5 If CSEA desires attendance of one designated employee at any other District meetings (other than negotiations) such as Board meetings or Board Committee meetings, CSEA may request approval and, CSEA may, after the sixth (6th) paid attendance in a fiscal year, be required to reimburse the District for the salary costs of the attending employee. Approval shall be granted where the designated employee is a speaker on the agenda.

9.6 The parties understand that the immediate needs of a particular work group or area may, at any given time, prevent the release of a particular employee, in which case CSEA will be advised and may designate another employee to attend.

10.0 Contracting-out and Use of Volunteers: The parties agree to the value of local school flexibility. However, in the exercise of its rights to contract out for services and to utilize volunteers, no school shall enter into any agreements or arrangements which directly cause the layoff by the District of permanent or probationary Unit D employees.

11.0 District Contracting Out: During the life of this Agreement, the District shall not subcontract or contract out for services or work currently performed by employees in this bargaining unit except in compliance with state law.

Nothing in this clause shall be construed as preventing or limiting the District in exercising its rights to contract out as provided elsewhere in this Agreement.

12.0 School Calendar(s): In the Spring of each year during the term of this Agreement, the District shall provide to CSEA a copy of the draft school calendar(s) developed for discussions with the representative of the District's teachers. CSEA shall have the opportunity to provide comment to the District on the calendar(s) prior to the District's formal calendar discussions with the teachers' representatives. Additionally, CSEA shall have the opportunity to provide input to the District prior to the implementation of calendars that have an effect on Unit D employees. The District shall contact CSEA to set up meetings for this purpose.

13.0 The District, upon request of the Association, shall provide annually after June 1st, a current seniority list of all bargaining unit members with a calculation end date of April 30th of that year. The District shall provide CSEA any list used for determining layoffs.

ARTICLE V

GRIEVANCE PROCEDURE

1.0 Grievance and Parties 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. CSEA on behalf of an identified employee(s); or
- c. CSEA on its own behalf as to alleged violations of rights granted to CSEA in this Agreement.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) may be processed through Steps One and Two only of this grievance procedure.

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

1.3 If the same grievance or essentially the same grievance 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 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. Notwithstanding the foregoing, any issue of arbitrability which the District learns of prior to Step Three of the grievance process and which the District intends to raise in response to the grievance, shall be raised with CSEA no later than at the termination of Step Three.

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

2.2 When a grievant is not represented by CSEA the District shall not agree to a final resolution of the grievance until CSEA 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 (if serving as the employee's representative) and to any witness who attends by mutual agreement. Any grievance meetings scheduled outside the employee's duty hours shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither CSEA, the District nor the grievant shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.) This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by CSEA or the District for the purpose of evaluating, pursuing or resolving grievances; or from responding to media requests without providing specific facts or names. Moreover, nothing in this provision shall prohibit the internal disclosure by either the District or CSEA of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute. The District agrees to share data with CSEA on a quarterly basis regarding the types of grievances filed in

the prior quarter.

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

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and 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 the supervisor. 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 CSEA 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 Procedure 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. 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 a 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 may, within five (5) days after the termination of Step One, present the written grievance 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

may, within five (5) days after the termination of Step Two, present the written grievance 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 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 mutually 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 receipt of the grievance.

11.0 Request for Arbitration: If CSEA is not satisfied with the decision at Step Three, CSEA 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 thirty (30) 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.

Howard Block	Edna Francis	Michael Prihar
C. Chester Brisco	Joseph Gentile	Joe Henderson
Robert Bergeson	Ernest Gould	William Rule
Carol Vendrillo	Guy Prihar	

The party who strikes the first name shall be determined by lot. If the Arbitrator indicates unavailability for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another Arbitrator as indicated above. The District and CSEA shall each pay one-half of the fees of the Arbitrator. Each party shall bear the expense of the presentation of its own case.

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 for the fulfillment of the arbitrator's 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.

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, timeliness, 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 CSEA prior to the selection of the Arbitrator. Immediately after selection of the Arbitrator for the preliminary hearing, either CSEA 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 CSEA ten (10) days' notice of its intention to do so. Moreover, both CSEA 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 CSEA. 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 CSEA 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 CSEA'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 by CSEA 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: Should one of the parties request the arbitration be either rescheduled or cancelled, the requesting party shall bear the re-scheduling/cancellation fee determined by the Arbitrator, should there be such a fee. Should the parties mutually agree to reschedule or cancel the arbitration, the costs shall be borne equally by the parties.

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.

ARTICLE VI

WORK STOPPAGE

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

a. During the term of this Agreement, neither CSEA nor its respective offices 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, CSEA 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 CSEA.

3.0 Disputes arising under this Article are not subject to the grievance and/or arbitration procedures of Article V.

ARTICLE VII

NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, the District and CSEA agree not to discriminate against any employee based upon race, color, creed, national origin, sex, age, physical handicap, marital status, or participation in protected union activity.

2.0 Claimed violations of this Article VII may be grieved under Article V (but not beyond Step Two of the grievance procedure) or may be processed through the District's Equal Opportunity Section (excluding claimed violations involving protected union activity). If the claim is not resolved via one of these methods, an employee may also pursue his/her claim through appropriate statutory procedures. Alternatively, an employee may utilize appropriate statutory procedures without first filing a grievance or processing a claim through the District's Equal Opportunity Section.

ARTICLE VIII

UNION SECURITY AND DUES DEDUCTION

1.0 Voluntary Authorization: The District shall deduct CSEA membership dues ten (10) times per year in the amount specified by CSEA from the salary of each employee in the bargaining unit who has submitted a written authorization for membership dues deduction to CSEA.

2.0 Exclusive to CSEA: Payroll deductions for membership dues from employees shall be exclusive on behalf of CSEA 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 CSEA: Chapter dues will be deducted and remitted to CSEA in accordance with Education Code 45168.5 (a)(2).

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 any delayed salary payment and remitted to CSEA. In all other instances, the member shall work out a repayment plan for the missed payment directly with CSEA. The District will not be involved in any such repayment plan.

Any underpayments to CSEA will be remedied by the affected member working out a repayment plan for the missed payment directly with CSEA. The District will not be involved in any such repayment plan.

5.0 The dues deduction shall automatically terminate if an employee terminates employment or otherwise ceases to be a member of the bargaining unit.

6.0 [Hold]

6.1 [Hold]

6.2 [Hold]

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 the Payroll Services Branch by the deadline for filing time reports.

6.4 Indemnity/Hold-Harmless: CSEA 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 CSEA pursuant to this Article, or relating to the conduct of CSEA in administering this Article. CSEA 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. The indemnity and hold-harmless duty shall not apply to actions related to compliance with this Article brought by CSEA against the District. Any overpayments to CSEA resulting from excessive deductions shall be remedied by refund from CSEA.

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

ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

1.1 The workyear of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990. The Board Rules may be reviewed and are available in the Administrative Guide located at each school and/or work location.

1.2 The workweek of employees shall typically 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. Employees will be given a minimum of fourteen (14) calendar days' notice prior to the effective date of change in work schedule subject to Section 7.0 of this Article.

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 in a manner consistent with applicable law, provided, however, that 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. This section is excluded from the grievance and arbitration provisions of Article V.

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 the concurrence of the concerned employees as ascertained through CSEA.

1.5 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.

2.0 Overtime

2.1 To the extent practicable, the District shall 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. Each office, operational unit, or work group shall maintain a list of employees by classification and on a rotational basis offer overtime by the effective assignment date at the site. If no employee accepts the offer to work the overtime assignment, on a rotational basis, employees

shall be required to work overtime as needed in reverse order by the effective assignment date at the site. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the District will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.

Scheduling or assigning of additional paid work including Z-time shall not be done on an arbitrary, capricious, discriminatory or retaliatory basis, nor shall it be denied or limited for any of these reasons.

2.2 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 (1-½) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal laws at the rate of one and one-half (1-½) times the hours worked, 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. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

2.3 Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1-½) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal laws at the rate of one and one-half (1-½) times the hours worked, 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. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

2.4 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1-½) times the regular rate of pay, or shall be provided compensatory time off of one and one-half (1-½) times the hours worked, 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.

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

2.6 For any compensatory time-off earned pursuant to Paragraphs 2.2, 2.3, and 2.4, the District shall, within twelve months from the date it is earned, or earlier if

required by law, either pay the employee or allow time off at the appropriate rate.

3.0 Meal Period: Employees who are assigned for duty for at least six (6) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal 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 or compensatory time off in a manner consistent with applicable State and Federal laws. Time during which the supervisor requires an employee to remain at the work site during the meal period is not considered "duty-free" time, and will be paid at the employee's appropriate rate of pay for such time.

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 mid-morning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to shorten the workday. Rest period(s) may be combined with the lunch period but only by mutual agreement between the employee and the appropriate administrator.

5.0 Call-Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay or compensatory time off at the appropriate rate in a manner consistent with applicable State and Federal laws. No employee shall be required to "stand-by" to be available to return to work after completion of the employee's regularly scheduled work hours.

6.0 Summer Assignments: Summer assignments to employees not regularly so assigned shall be made as soon as practicable. Selection for summer assignments shall be made in the following order:

- a. Ten-month regular clerical employees in the same or related classes who are selected by the school principal;
- b. Ten-month regular clerical employees who are qualified and have applied. Assignments from this group shall be based on District seniority;
- c. Previously assigned clerical substitutes who have qualified by examination;
- d. Available persons on clerical eligibility lists; and
- e. Persons who have never qualified by examination.

6.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the District.

7.0 Work Schedule Changes: A change in work schedule is defined as a modification of a unit employee's start and stop time, or work week assignment, without a change in number of daily assigned hours.

a. The work schedule may be changed under the following circumstances:

- 1) when mutually agreed to by the employee and the employee's supervisor; or
- 2) in an emergency; ("Emergency" means any situation that could severely disrupt affecting the instructional program and/or the administration of the District which could not be reasonably anticipated); or could constitute a threat to the safety of students or anyone on the campus of the affected school site; or
- 3) when the employee is given a minimum of fourteen (14) calendar days notice prior to the effective date of a change in work schedule.

b. The employee's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the employee.

c. Employees shall be entitled to a temporary exemption from a change in work schedule if all of the following conditions are met:

- 1) The employee verifies enrollment in a course in an institution of higher education where classes have begun and the time of the class conflicts with the proposed work hours.
- 2) The course cannot be rescheduled at a time compatible with the proposed work hours.
- 3) The temporary exemption does not adversely affect other employees in the work group and the District operations can continue as required without the payment of overtime.
- 4) Any temporary exemption granted will end upon completion of or withdrawal from the course.

If there is a conflict in a work group because more than one employee desires a

temporary exemption, the employee with the greatest District seniority shall be entitled to the temporary exemption.

d. The employee may be granted a temporary exemption up to thirty (30) calendar days due to the day care needs of a child under the age of 16 residing in the employee's residence. The request shall be made in writing to the administrator and shall include documentation to support the exemption if requested by the administrator.

8.0. Employees shall be compensated 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 hours.

ARTICLE X

EVALUATION PROCEDURE

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule:

a. Probationary 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 performance evaluations at least once every year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty (20) working days prior to the end of the employee's assignment basis for that school year. If a below standard evaluation is to be issued it shall not be issued after the last day of the assignment basis.

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

2.1 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In completing the evaluation, the evaluator shall consider the employee's performance over the entire evaluation period. In evaluating the quality and/or quantity of an employee's work, the supervisor shall also consider employee workload and the extent to which established priorities of work assignments are met. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

2.2 The evaluator shall be at a supervisory level or higher, and where applicable, shall consult with the staff person (outside of the bargaining unit) responsible for directing the employee's work. The evaluator shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. 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 his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee; and one copy to the evaluator.

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

- (a) statement of the problem or concern,
- (b) the desired improvement,
- (c) suggestions as to how to improve, and
- (d) provisions for assisting the employee.

2.4 Before an employee can be rated as lower than “meets standards” on Overall Work Performance solely due to excessive absences, the District must have met with the employee to discuss the reason for absence, and the supervisor must have warned the employee that the absences are being considered excessive.

2.5 If an evaluator rates an employee’s overall performance as lower than “meets standards”, for reasons other than those that are set forth in 2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than “meets standards” rating, and if the employee was not previously so advised, then the evaluator shall note why not.

Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 3.0 of this Article, but shall not otherwise be challengeable by the employee or the Association.

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, or division head, or designated representative within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by CSEA if the employee so desires, the meeting shall then take place at a date and time mutually agreed upon by both parties with the understanding that non-availability of the representative beyond ten (10) working days shall not delay the meeting. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

3.1 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations 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: An employee given a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action shall have the same appeal rights as outlined in Section 3.0, above. A formal grievance concerning such a Notice of Unsatisfactory Service or Act filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Section 2.1 and Section 2.2, above, have not been followed.

4.1 A Notice of Unsatisfactory Service or Act shall not contain any charges nor be based upon any matters, materials or incidents related to work performance and/or work habits occurring more than three (3) years prior to the date of issuance of the Notice, unless the District did not know or could not have reasonably known of the act or omission.

5.0 The employee shall have the right to sign or initial any 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 Classified Employment Transaction Services Branch without loss of pay.

6.0 Private Consultation: 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. Supervisors and employees shall be expected to interact with each other in a respectful and professional manner.

ARTICLE XI

LEAVES OF ABSENCE

1.0 “Leaves 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 employee’s service would otherwise have been terminated. Leaves are either “permissive” or “mandatory”. As to permissive leaves, the term “may” is used and the District retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves, the term “shall” is used and the District has no discretion as to whether the leave is to be granted to a qualified employee.

1.1 Examples of Permissive Leaves: Child Care Leave, Personal Leave, Conference and Convention Attendance Leave

1.2 Examples of Mandatory Leaves: Pregnancy and Related Disability Leave, Illness Leave, Industrial Injury/Illness Leave, Personal Necessity Leave, Military Leave, Court Subpoena Leave, Jury Duty Leave, Peace Corps, Red Cross and Merchant Marine Leave, Family Care and Medical Leave

1.3 The above examples are for illustrative purposes only and are not intended to be a complete listing of leaves nor intended to provide a definitive determination as to the type of leave an employee may be eligible for.

2.0 Rights Upon Return: Any 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 9.3 of this Article.

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

5.0 Notification Requirements:

5.1 Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the employee’s first working hour of the first day of absence. Unless such notice is given,

failure to return to work after the fifth consecutive working day of absence may be considered as being absent without leave and subject to termination of employment.

5.2 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.

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 in the sole discretion of the District.

7.0 Expiration of Leave: Except as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) but less than 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 will be processed as a 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 of 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 following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Sibling

h.g. Any relative living in the employee's immediate household

A permanent employee may interrupt or terminate vacation to take bereavement leave.

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

9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability, and still qualify for paid illness absence during the actual disability. This is the only exception to Section 3.0 of this Article.

10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three (3) years of age. 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, injury, surgery, quarantine of the employee, or medical, dental, or vision appointment.

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 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 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 of the pay period 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 on the appropriate form. Also, the District may verify any claimed illness, injury, or disability under this Section before authorizing any compensation.

11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed 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. In the exercise of its right to require verification for absences of five (5) days or fewer, the District agrees that, whenever practicable, such requirement shall be imposed only if the employee has been previously

counseled concerning their use of illness leave.

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.

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

a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;

b. Allowable paid leave of absence shall not be accumulated from year to year;

c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any 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 has 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 or illness 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 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 sixty (60) 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 for to the Office of Risk Management and Insurance Services within 30 days of the incident; and (4) submitted to the District 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 Division 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 total 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.

12.2 Upon exhaustion of the above-authorized industrial injury/illness 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. (Immediate family is defined as in Section 8.0 of this Article; however, for the purposes of this Section 13.0 (a), personal necessity leave may also be taken for the death of a brother-in-law, sister-in-law, and/or sibling of a cohabitant who is the equivalent of a spouse);

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 a child to the employee;

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 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 a witness under such an official governmental order must be certified by the clerk of other authorized officer of a court or other governmental jurisdiction;

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

(3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.

i. Required attendance at 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.

j. Up to four (4) hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five (5) working days prior to the absence. The administrator or designee and employee must agree on the date and

time of the leave and the employee must, at the immediate administrator's request, provide written verification from the school visited.

k. An employee shall be allowed up to six (6) 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 the use of illness leave shall apply to this leave as well. Use of illness leave under this Section 13.0 shall not extend the maximum period of leave to which an employee is entitled under Article XI, Section 21.0, Family Care and Medical Leave.

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

a. Except as provided under paragraph 13.0 j above, the total number of days allowed for such leave shall not exceed seven (7) 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 CSEA; 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, court appearance, or school visit pursuant to 13.0(i) above.

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 the approval by the District;

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

e. To pursue a program of study in residence in an approved institution of

higher learning or under a fellowship foundation approved by the State Board of Education;

f. To serve as a State Legislator--such leave shall be renewed annually during 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 cancellation in the event of layoff.

14.1 A one-time unpaid leave not to exceed one (1) school year shall be granted upon request of a permanent employee for the purpose of completing required post-baccalaureate coursework or training leading to a clear California teaching credential. The employee may be required to provide verification of enrollment in coursework and/or participation in training.

The District may terminate the leave authorized under this Section on evidence of the employee's failure to pursue or accomplish the purpose of such leave.

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 absence or 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 a least five (5) working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the

summons.

17.1 All jury fees received shall be remitted to the Accounting and Disbursements Division with the following exceptions:

- a. Mileage fee reimbursement;
- b. Fees earned on holidays, vacation or any day an employee is not in paid status;
- c. That amount of jury fee which exceeds employee's daily gross earnings.

17.2 An employee who is normally assigned to the "B" or "C" night shift during jury service shall be temporarily reassigned to the "A" day shift during the term of his/her jury service. All shift differential payments normally received while on "B" or "C" shift shall continue during the temporary "A" shift reassignment.

17.3 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 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.

19.0 Miscellaneous Leaves:

19.1 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.

19.2 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 verification of such an examination is submitted to the District. A day can be divided into two increments consisting of one half of the employee's regular daily assignment each.

19.3 Witness: An employee who is subpoenaed to be a witness in the appeal

by another employee of a decision of the Workers' Compensation Appeals Board arranged by the District's Division of Risk Management and Insurance Services may attend without loss of salary.

19.4 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 purposes of meeting emergencies.

20.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months and who has served for 130 workdays during the twelve (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 twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty (20) or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

20.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under eighteen (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 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.

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

20.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks 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. The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled work weeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period.

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

annual leave entitlement under the federal Family and Medical Leave Act of 1993.

20.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for reason of the birth, adoption, or foster care placement of a child of the employee, the basic minimum duration of the leave shall be two (2) weeks; however, the District shall grant the employee leave of less than two (2) weeks' duration on two 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 employee. If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position may include the altering of the employee's current job. The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started.

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

20.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes: (1) the date, if known on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and (4) a statement that the serious health condition warrants the participation of the employee to provide care. If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the leave application, medical certification as specified in (1) and (2), above, plus a

statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than fifteen (15) calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken Family Care and Medical Leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, Family Care and Medical Leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Article.

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

If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider.

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

20.8 Compensation: The Family Care and Medical Leave shall be an unpaid leave. An employee who takes Family Care and Medical Leave and who has accrued vacation may elect, or the District may require, the employee to utilize vacation for this purpose, in lieu of unpaid 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 XIII, Health and Welfare, during the Family Care and Medical Leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than thirty (30) days after returning from the leave (unless the employee retires within thirty (30) days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The

District, however, will not provide such health benefits for an employee for any leave period beyond twelve (12) workweeks. Accordingly, if an employee combines pregnancy leave with a Family Care and Medical Leave, the employee will only be entitled to continued health benefits for the first twelve workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence.

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

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

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

ARTICLE XII

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND SPECIAL SALARY PRACTICES

1.0 Wages and Salaries: The wages and salaries for Unit employees have been negotiated in good faith between CSEA 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 Miscellaneous Paid 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. For the classifications of Senior Police Dispatcher and Police Dispatcher, the initial basic uniform shall consist of the following: five (5) shirts, and five (5) pairs of trousers. The first year of employment, all new employees shall receive the initial basic uniforms. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall not receive a cash reimbursement for such items. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear.

b. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to Cal PERS the monetary value of District issued uniforms provided up to \$400.00, as needed (the parties can revisit this amount at any time during the life of the agreement). Any uniform article deemed creditable to Cal PERS will be subject to both employee and employer contributions. The value amount listed previously is for Cal PERS compliance and the actual amount issued can be less than value stated.

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

For automobiles of employees who are assigned to haul large quantities of materials or tools or both in their automobiles or by attached trailers, upon recommendation of the division head, when specifically approved by the Superintendent or his designated representative employees will be reimbursed:

Four (4) dollars for each day or part of a day of such use in addition to the Internal Revenue Service established standard business rate for all miles driven in District service.

"Large quantities of materials or tools or both" shall be construed to mean materials or tools of such excessive weight, bulk, or injurious nature that unusual wear or serious injury to the automobile may occur.

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, 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 differential shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

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

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

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

a. Eligible full-time employees shall be paid at the rate of \$.2875 per hour if required to speak, read, and write a non-English language, or \$.175 per hour

if only required to converse in a non-English language.

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

c. An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 3.6 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 bilingual skills. This differential shall not affect salary allocation upon change of assignment.

3.7 [Hold]

3.8 Night Work Differential: Employees who work one-half (½) or more of their assigned time between 5:00 p.m. and midnight shall receive a long-term salary differential equivalent to a one (1) step (approximately five and one-half (5½) percent) increase in the salary schedule for their class. Employees who work one-half (½) or more of their assigned time between midnight and 7:00 a.m. shall receive a long-term salary differential equivalent to a two (2) step (approximately eleven (11) percent) increase in the salary schedule for their class. If such shifts are worked less frequently than five (5) days a week, such higher steps shall be paid only for those days on which such shifts are worked.

4.0 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 hiring at a higher rate.

5.0 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 a paid status in regular assignment(s) in the class, and to higher steps in subsequent years as to the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period.

5.1 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;

c. Time spent on industrial accident/illness, military, Peace Corps, Red Cross or Merchant Marine leaves.

6.0 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.

7.0 Compensation for Work Out of Classification: In accordance with Education Code section 45110, an employee required to perform duties outside his/her classification, and which duties do not reasonably relate to those fixed for the classification, for any period of time which exceeds five (5) days within a fifteen (15) calendar day period, will have his/her salary adjusted upward for the entire period of working out of classification. The Personnel Commission shall make the foregoing determination and this section will not be subject to grievance and arbitration procedures under Article V.

8.0 Off-Cycle Pay Warrant: Payroll errors will be governed by the Education Code.

9.0 Payroll Errors - Limitations Upon Recovery: Corrections shall be done retroactively up to a maximum of three (3) years from the date of claim. Written communication will be provided when an overpayment occurs. The District shall allow the employee to establish a reasonable method of repayment with the Payroll Administration Branch.

10.0 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.

10.1 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.

10.2 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.

10.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per

day shall receive a proportionate amount of the applicable increment.

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

\$.15625 per hour after 10 years

\$.18750 per hour after 15 years

\$.21875 per hour after 20 years

\$.25000 per hour after 25 years

\$.28125 per hour after 30 years

11.0 Retirement Contribution: The District shall, for PARS participants, pay the full current employee contribution rate of 3.75%. CSEA acknowledges that in the event of an increase in the employee contribution rate beyond 3.75%, employees will be responsible for paying this increase. In addition, in order to provide PARS participants with an appropriately equivalent percentage payment vis-a-vis PERS participants, PARS participants will receive a lump sum payment following the close of the school year calculated as the percentage difference between 3.75% and the District-paid portion of the PERS employee contribution rate for that year, less 1.2% (based on the individual PARS employee's annual salary). CSEA agrees that the Public Employees' Retirement System (PERS) is administered by the State of California and that all decisions and rules with respect to qualifications for retirement benefits, levels of benefits, taxability of benefits, and the administration of the Program is the responsibility of PERS. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to PERS are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure). It is similarly understood that all matters relating to PARS are excluded from Article V (Grievance Procedure).

In order to implement this Section, the District at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Public Employees' Retirement System of the State of California and/or with PARS.

The Union and the District acknowledge the importance of the retirement savings plans, therefore, both parties agree to actively encourage CSEA and its Chapter 500 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging CSEA and its Chapter 500 members to enroll.

ARTICLE XIII

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 agreement(s) are attached hereto as Appendix D for informational purposes only.

2.0 Plan Revisions through the District-wide Health Benefits 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 agreement(s) are attached hereto as Appendix D 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 (1) vote apiece. The District shall provide resource staff as determined by the HBC, and shall provide adequate paid release time for those HBC members who are employees of the District.

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

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 eight hundred (800) or more hours as a result of any one assignment or any combination of assignments, 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 was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements:

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

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

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to

Article XIII - Health and Welfare

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. For employees hired on or after September 1, 2018, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

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

i. Employees on "Continuation of Enrollment" pursuant to Section 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 (30) days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the thirty-day (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” (LAUSD Form DP 1.0) At least two of the documents listed in Section 5.1. b (9) below
Child, to age 26*	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 26*	Birth Certificate and income tax return showing dependent status
Adopted Child, to age 26*	Adoption papers
Child who is a Legal Ward to age 26*	Court order establishing legal guardianship
Child over 19, to age 26*	In addition to the appropriate documents listed above, proof of full-time student status is required at least annually

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.

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

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

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

c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and

who have been enrolled prior to age twenty-six (26) or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age twenty-six (26).

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

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

5.2 It is the responsibility of the employee to notify Benefits Administration immediately regarding the termination of his/her domestic partner relationship. The employee must submit 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.

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

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

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

6.3 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.

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 Sections 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.

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-medical plans by making proper application to Benefits Administration.

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the

District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the premium paid by the District plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

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

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

10.0 Miscellaneous Provisions

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

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

11.0 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 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.

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.

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

ARTICLE XIV

TRANSFER PROCEDURES

1.0 For the purposes of this Article, "transfer" means a permanent change of an employee's work location without a change in his/her classification or shift. Transfers may be initiated either by written request of the employee (voluntary transfers) or by the District (involuntary transfers). For purposes of this Article, "work location" means any work site such as a school, area office, or administrative office or an employee reporting location.

2.0 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at the discretion of the District. An employee shall be given 5-days' notice prior to transfer if the transfer is within the same Local District. At the discretion of the Local District Administrator of Operations, if the transfer is not within the same Local District, an employee shall be granted an additional 5 days' notice if the employee is able to demonstrate an undue hardship. The notice period may be waived by mutual agreement between the employee and the District. This notice period shall not apply in cases of emergency or for safety concerns. Any employee who is involuntarily transferred shall be entitled to know the reason(s) for the transfer from the appropriate administrator. No employee shall be involuntarily transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this Agreement. It is provided that the transfer of any employee to or from a school designated as a "low performing school", or where the District determines that keeping the employee at his/her current location would be detrimental to the health, welfare or safety of the employee, administrators, students, or other employees, is deemed to be non-disciplinary and non-punitive in nature.

3.0 Voluntary Transfers: An employee may obtain information regarding vacant positions for possible transfers by telephoning the appropriate classified personnel office. When a permanent employee wishes to transfer, he/she must complete the appropriate District form and submit it to his/her immediate administrator for processing. Within ten (10) working days of receipt by the designated administrator of a request for transfer (change of work location), the designated administrator will provide the employee with an acknowledgement of receipt of such request. The appropriate branch head or designated administrator must approve the request to place the employee on the transfer eligibility list, but may defer approval of release to transfer for up to forty-five (45) calendar days. A deferral will not be based on punitive or discriminatory reasons.

3.1. A file of names of employees with approved transfer requests shall be maintained by the Personnel Commission. When an appointing authority advises the Personnel Commission that a position needs to be filled, the Personnel Commission will provide the appointing authority with a certified list of eligible transfer candidates along with other eligible candidates.

3.2 Employees requesting transfer may be subject to interview by the

appropriate administrator.

3.3 If an employee is rejected for appointment to a specific vacancy, he/she shall be entitled to know the reason(s) for the rejection, if requested. Transfer appointments will not be denied for punitive or discriminatory reasons.

3.4 Transfer requests shall remain on file for one (1) year unless the employee terminates employment, takes a reduction to limited-term status, changes classification, or accepts or declines an offer of transfer.

3.5 Employees must accept or decline a transfer offer within three (3) working days from the date the offer is made. Those accepting a transfer must be able to report to the new location within ten (10) working days.

4.0 Elimination of Position: If a position at a school site is to be eliminated for reasons other than those specified elsewhere in the Agreement, it will be the position occupied by the employee with the least District seniority in the affected job classification.

ARTICLE XV

PROFESSIONAL GROWTH PROGRAM

1.0 The District may grant a reasonable amount of released time to permanent unit employees, to attend in-service courses and/or other District sponsored courses which are not part of the curriculum offered to the student population of the District. Release time must not unduly interfere with the performance of the unit members' duties and may not be granted if it would unreasonably burden the employees in the work group or operational unit affected. In order to qualify for released time employees must meet the following qualifications.

- a. The employee must be a permanent employee.
- b. The courses or program taken by the employee must be directly related to the employee's service to the District.
- c. The courses or program 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 or program must be approved by the District in advance.
- e. The employee must request released time in writing to the Division head or designee.

2.0 An employee may use this program once every two (2) years.

3.0 The employee's Division Head may terminate the employee's released time program on evidence of the employee's failure to pursue or accomplish the purpose of the program.

4.0 **Professional Growth Reimbursement:** The District may grant professional growth 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, correspondence courses, online trainings 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. Costs that may be reimbursed are tuition, other mandatory fees, books and other training materials, that are required for the specific course. Traveling expenses, parking fees, student body fees, the cost of paper, pens, notebooks, equipment, and other costs shall not be reimbursed.

c. Approval for reimbursement shall be obtained on the appropriate form signed by the Division head or designee before the commencement of the course or program. Approval shall be at the sole discretion of the District.

d. 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.

e. The course(s) or program shall not be taken during the employee's assigned duty hours. However, an employee may submit a vacation request to attend a course(s) or program which shall be subject to approval.

f. 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.

g. Reimbursement shall be limited to a maximum of \$1000 for any individual employee during any twelve (12) month period.

h. The course(s) or program for which reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

4.1 Provisions of this Section shall not apply to any employee who has received full reimbursement by any other governmental agency, organization or association. A reimbursement amount is permitted to cover the difference between any third party reimbursement amount and the full cost of the reimbursable items.

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

5.0 Preparation for a clear California Teaching Credential: An employee with a Baccalaureate degree who is engaged in coursework or training leading to a clear California teaching credential may request, and, where the District in its sole discretion determines it is operationally feasible, the District may authorize flexible work hours.

ARTICLE XVI

RECLASSIFICATION PROCEDURE

1.0 Request for Reclassification: An employee may initiate a request for a classification study of his/her position by completing the Position Description (80.4) Form which may be obtained from the Personnel Commission office.

1.1 Approvals: Necessary approval signatures shall be accomplished by the unit or section head, Branch head and Division head/Local District Superintendent within thirty (30) working days after submission to the employee's immediate supervisor. Extension of this time limit shall only be made upon consultation with the employee. The required approvals certify that the duties listed on the 80.4 Form are assigned the subject position and do not necessarily imply that the position is misclassified. If, after review by the responsible administrator, the employee does not agree that the approved 80.4 Form adequately reflects the assigned duties of the subject position, the employee may attach supplemental information to the Form detailing concerns. The responsible administrator shall notify the employee upon disposition of the request.

1.2 The 80.4 Form approved at the Division head or Local District Superintendent level shall be forwarded to the Personnel Commission staff for study and subsequent review by the Superintendent's 80.4 Committee. The employee shall be informed when the Form is received by the Commission staff and the tentative date that it will be reviewed by the Committee. If approved by the Committee, the request shall be processed to the Personnel Commission if classification action is required. If the request is not approved for study, the employee shall be informed of the disposition of the request by the 80.4 Committee.

1.3 Grievances concerning reclassifications filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

ARTICLE XVII

HOLIDAYS

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

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

a. The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XI (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.

b. 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.

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

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

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 XVIII

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:

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

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

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

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

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

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 Earned vacation shall be taken at a time convenient to the employee provided that it is scheduled in advance and, as determined by his/her supervisor, would not interfere with the operation of the unit. If there is any scheduling conflict between employees working in the same unit or office as to when vacations shall be taken, the employee with the greatest District seniority shall be given his/her preference.

1.5 An employee may accumulate unused vacation up to an amount not to exceed 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 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". Employees may be required to use accumulated vacation earned in prior years at a time convenient to the employee which is approved by the immediate supervisor.

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, but shall be required to reduce their vacation balance to the 18 pay period cap amount by the end of the succeeding school year.

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

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

1.8 In computing pay for vacation, all applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

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

1.10 At the District's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the "vacation cap amount".

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

a. On days within the employee's assignment basis designated by the District (not by the individual school) as school holidays (i.e., the equivalent of winter and spring recess) 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 pursuant to 1.10 above.

c. During periods during the employee's assignment basis when the District is closed, the employee's work site is closed or when there is a lack of work.

d. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount.

1.12 Subsections 1.11(a) and (c) shall not apply to A Basis employees, except that each year the District may designate up to four (4) days during the second or third week of winter recess during which certain District sites and/or work locations will close and A Basis employees will be required to either:

(a) take paid vacation; (b) take unpaid leave; or (c) make an advance written request to the District to work at a different work site or location chosen by the District.

2.0

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 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 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.

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. Exceptions may be made at the sole discretion of the District, but must be approved in writing by the Superintendent or designee prior to any payment therefore.

2.1 When a regular employee whose assignment basis is other than "A" is given an off-basis assignment, that employee shall earn vacation in accordance with the schedule set forth in Section 1.1 above.

ARTICLE XIX

SAFETY CONDITIONS

1.0 The responsibility for providing for reasonably safe working conditions that 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 he/she is aware. There shall be no reprisal against an employee for reporting any unsafe condition, facility, or equipment.

Unless otherwise expressly part of the employee's job description (e.g., Office of Environment Health and Safety Employees), employees shall not be directed to enter, occupy or work in any District building or area that has been designated as "unsafe for entry or occupancy" by either the appropriately designated District authority or an authorized governmental safety authority.

2.0 The District, upon request by CSEA, will meet with CSEA's representative and one unit member to consult on matters related to safety. Such meetings shall be arranged by mutual agreement.

ARTICLE XX

ENTIRE AGREEMENT

1.0 CSEA 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 CSEA 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 CSEA 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

LAYOFF AND REASSIGNMENTS

1.0 Definitions for purposes of this Agreement:

a. "Reduction in hours" shall mean: (1) a reduction in the number of hours regularly assigned to an employee as his/her workday which results in a workyear reduction of ten or more working days per year, or (2) any change in an employee's annual assignment basis which results in a workyear reduction of up to ten working days per year. For purposes of this agreement, "reduction in hours" shall not include those reductions in hours which are included within the definition of layoff in paragraph b. below.

b. "Layoff" shall mean a personnel action initiated by the District pursuant to Education Code 45308 and related Personnel Commission rules which results in: (1) separation from District employment; (2) reduction in hours from full-time to part-time, i.e., from a 7 or 8 hour assignment to an assignment of 6 hours or less which results in a workyear reduction of ten or more working days per year; or (3) a change in an employee's annual assignment basis which results in a workyear reduction of ten or more working days per year.

c. "Reassignment" shall mean transfer of an employee, initiated by the District, from a position designated to be closed (eliminated) to a position within the same classification at another work location, as a consequence or effect of a layoff or reorganization associated with the layoff. (Other transfers remain covered by Article XIV, Section 2.0.)

2.0 Expedited Negotiations and Notice of Decisions: Decisions with respect to layoffs leading to separation from District employment shall rest within the District's discretion, subject to applicable law and Personnel Commission Rules, enforceable through Personnel Commission jurisdiction. Effective January 1, 2016, reductions in hours that result in workyear reductions of ten or more working days and reductions in annual assignment bases that result in workyear reductions of ten or more working days shall be subject to bargaining. If the action falls within the above definition of layoff, the District-wide seniority protections set forth in Personnel Commission Rules shall be deemed applicable. Affected employees shall receive any statutorily-mandated notice prior to implementation.

2.1 If the District should anticipate that a lack of work or lack of funds will lead to potential layoffs affecting bargaining unit members, the District shall promptly notify CSEA and its Local Chapter 500, at which time CSEA may request that reductions in hours that would result in workyear reductions of ten or more working days and reductions in assignment bases that would result in workyear reductions of ten or more working days be bargained. Upon such request, the parties shall begin bargaining in a timely manner. Upon request by CSEA, the District shall promptly provide information necessary to timely bargaining.

2.2 Upon determining an actual need to issue layoff notifications, the District shall formally notify CSEA in writing that it will commence processing such notifications in 20 days' time. This notification shall commence a 20-day period for expedited bargaining and subsequent ratification of any agreement between the parties.

For ratification of tentative agreements reached under this Article, the District will assist the Chapter in the scheduling of meetings, in the event that local sites are non-responsive after twenty-four (24) hours of a meeting notice.

2.3 At the conclusion of the 20-day period, if the parties have not reached agreement or if CSEA has not ratified any such agreement, the District shall proceed to issue layoff notifications leading to separation of employment.

2.4 The 20-day period shall be reviewed after the first instance of negotiations under this Article in order to assess its efficacy.

3.0 Effects Upon Those Separated from Employment Due to Layoff:

a. Employees scheduled for layoff shall be permitted to use earned vacation time or reasonable use of available personal necessity time, subject to prior administrative approval, to seek other employment.

b. For permanent employees, all earned and unused vacation shall be paid as soon as practicable, upon written request.

c. A laid off employee who is reemployed by the District in a regular assignment within thirty-nine (39) months after his/her last day of paid service shall have restored all of the rights and benefits (including previously accumulated illness leave) pertaining to regular classified employees.

d. Interested employees scheduled for layoff shall be eligible to utilize the outplacement services provided by Personnel Commission staff. Such services may include: Information about job opportunities available in other organizations, resume preparation, job interview preparation, filing for unemployment compensation, etc. To the extent possible, office space, use of telephones, copy machines, paper, etc. will be made available to these employees.

e. Employees on reemployment lists may apply for promotional examinations for which they qualify.

f. No limited-term personnel or substitutes shall be employed in vacant positions in classifications from which regular employees are currently laid off until exhaustion of the reemployment list for that classification.

g. Employees who are laid off shall have first right of consideration for available substitute assignments in any unit classification(s) for which they meet the qualifications and have applied. A laid off employee who would qualify for insurance benefits pursuant to Article XIII, Section 3.0 (b) of the Agreement between the District and CSEA (800 or more hours in paid status in prior school year) shall continue their benefit eligibility for the subsequent school year while serving in a substitute position in paid status.

h. Any employee who is improperly laid off shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary, minus any earnings during the period he/she was laid off, and be credited for sick leave and vacation days the employee would have earned had the employee not been improperly laid off.

i. The provisions of this Section 3.0 are to be enforceable through Personnel Commission jurisdiction and any other legal remedies available to the affected employee or the Association.

4.0 Effects Upon Remaining Employees:

a. Evaluations and Redistribution of Work: In evaluating the performance of remaining employees whose work groups or offices have suffered layoff reductions, and in distributing remaining work, supervisors/ administrators shall take into consideration the impact on the workload of the remaining employees in the particular work group or office:

- (1) When circumstances warrant, the appropriate site or unit supervisor/administrator shall call a meeting of all employees at work locations affected by position eliminations, and shall inform employees if it is necessary to assign the work of eliminated positions to remaining incumbents within the unit or at the worksite.
- (2) Should it be necessary to assign additional work, the appropriate supervisor/administrator shall distribute additional work equitably among incumbents. The assigned work must be appropriately and reasonably related to the incumbent's classification and shall be identified to affected employees. The supervisor/ administrator shall meet with employees regarding assigned work and prioritize, upon request, the employee's workload taking into consideration the employee's workload and reasonable timelines for completing the additional work.
- (3) Should an employee believe that the above procedures have not been followed or that the assignment of additional workload by

their supervisor/administrator is inequitable, unrelated to their classification, unreasonably demanding, or sets unrealistic priorities, the remedy shall be for the employee to meet with their supervisor/administrator along with their CSEA representative, for the purpose of discussing the concerns.

b. Reassignments:

- (1) Criteria: The identification of individual employees within a department or unit for reassignment shall be based upon consideration of seniority (as defined below) and also consideration of the objective operational needs of the department or unit, such as the need to minimize disruption of services, the need to minimize retraining of the remaining employees, and the need to retain employees who possess special skills and/or expertise. It may also be based upon the avoidance of extraordinary personal hardship to an employee. Employees who have volunteered for reassignment shall be considered first, subject to and consistent with the above considerations. Reassignment selections are not to be used to evade appropriate progressive disciplinary procedures; however, employees whose performance is marginal or below standard shall remain subject to the above reassignment criteria along with all other employees. For purposes of identification for reassignment, "seniority" means length of regular District service within the classification.
- (2) Notification to Employee: Notification to the employee(s) identified for reassignment shall be in writing on a form prescribed by the District or by separate memorandum. When an employee is identified for reassignment based upon criteria other than seniority, the responsible administrator shall, upon request, explain to the affected employee the specific reasons for the decision.
- (3) Appeal: If the employee wishes to appeal the supervisor/administrator's decision, a written request shall be submitted to the Division Head/Local District Superintendent (or designee empowered to modify the decision) by the close of business of the second day following notice of identification for reassignment. Prior to submitting the written request, the employee must have advised the supervisor/ administrator of his/ her intention to file an appeal and given the supervisor/administrator, if he/she so desires, an opportunity to

discuss the decision. The written request shall include the basis of the claim of misapplication of criteria and/or extraordinary personal hardship. The employee shall also provide a copy of the written request to the supervisor/ administrator. Within five days of the receipt of the appeal request, the Division Head/Local District Superintendent or designee shall conduct a meeting to consider the employee's claim of misapplication of the criteria and/or extraordinary personal hardship. The announcement of the decision shall be communicated promptly in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. The decision of the reviewer at this appeal level shall be final, and not subject to the grievance procedure.

- (4) Representation: Upon request, the employee shall be entitled to CSEA representation at the above referenced meetings. However, unavailability of a CSEA representative shall not delay the reassignment.
- (5) Resulting Transfers: The Classified Personnel Assignments Branch shall place the names of employees designated for reassignment on a reassignment list by order of their seniority in the classification, and forward a copy of this list to CSEA. While employees may not select vacancies based on their seniority, the District agrees that employees shall be contacted by the Classified Personnel Assignments Branch in order of their layoff seniority regarding placement in available vacancies. Disputes rising under this paragraph (5) shall be handled through Personnel Commission jurisdiction.
- (6) Reassignment Orientation: Upon reassignment at a new location, the immediate supervisor shall conduct an orientation session for the affected employee. The orientation session should include an outline of the duties to be performed, task priorities, reasonable instruction, training and familiarization.

It is recognized that many provisions herein are made feasible by the circumstances and practices relating to Unit D employees; accordingly, this MOU shall not be regarded as a precedent for any other bargaining units.

ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the CSEA membership of Unit D and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2026, 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 CSEA at any time after January 1, 2026.

Los Angeles Unified School District
Personnel Commission
July 1, 2024 Classified Salary Schedule

APPENDIX A

Class Code	Class Title	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Hourly
1331	Accounting Technician II	Hourly			\$29.05	\$30.51	\$32.11						
1228	ADA Compliance Analyst	Hourly	\$49.55	\$52.15	\$54.90	\$57.87	\$60.98						
2076	Administrative Aide	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						
5073	Administrative Analyst	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
2071	Administrative Assistant	Hourly	\$39.48	\$41.51	\$43.70	\$46.00	\$48.43						
5021	Administrative Staff Aide	Hourly	\$32.31	\$33.97	\$35.71	\$37.56	\$39.48						
2730	Assignment Technician	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
5086	Assistant Administrative Analyst	Hourly	\$38.56	\$40.54	\$42.61	\$44.87	\$47.26						
5141	Assistant Buyer	Hourly	\$35.42	\$37.19	\$39.15	\$41.20	\$43.34						
2365	Assistant Contract Administration Analyst	Hourly	\$47.59	\$50.11	\$52.76	\$55.52	\$58.53						
1803	Assistant Environmental Safety Officer	Hourly	\$38.44	\$40.46	\$42.66	\$44.95	\$47.36						
4423	Assistant Industrial Hygienist	Hourly	\$42.38	\$44.60	\$46.94	\$49.42	\$52.05						
3815	Assistant Programmer Analyst	Hourly	\$40.11	\$42.23	\$44.40	\$46.74	\$49.10						
2156	Assistant Realty Agent	Hourly	\$39.48	\$41.51	\$43.70	\$46.00	\$48.43						
5419	Associate Computer Applications Specialist	Hourly	\$55.22	\$58.17	\$61.30	\$64.57	\$67.94						
5423	Associate Computer Applications Specialist (Facilities)	Hourly	\$55.22	\$58.17	\$61.30	\$64.57	\$67.94						
4841	Associate Computer Applications Specialist (SAP)	Hourly	\$55.22	\$58.17	\$61.30	\$64.57	\$67.94						
5427	Associate Computer Applications Specialist (Student Data Warehousing)	Hourly	\$55.22	\$58.17	\$61.30	\$64.57	\$67.94						
1106	Associate Financial Analyst	Hourly	\$38.55	\$40.55	\$42.63	\$44.85	\$47.14						
1432	Associate Project Engineer I	Hourly	\$40.55	\$42.63	\$44.85	\$47.14	\$49.68						
1424	Associate Project Engineer II	Hourly	\$49.04	\$51.56	\$54.22	\$57.03	\$59.99						
4904	Audiologic Resource Aide	Hourly	\$23.44	\$24.57	\$25.74	\$26.99	\$28.30						
2815	Braille Transcriber	Hourly	\$30.98	\$32.54	\$34.22	\$35.97	\$37.82						
2147	Broadcast Compliance Specialist	Hourly	\$46.21	\$48.76	\$51.38	\$54.12	\$56.96						
2112	Broadcast Engineer	Hourly	\$51.85	\$54.60	\$57.51	\$60.59	\$63.81						
2113	Broadcast Systems Operator	Hourly	\$42.24	\$44.46	\$46.79	\$49.24	\$51.85	\$54.60	\$57.51				
2547	Budget Technician	Hourly	\$29.55	\$31.02	\$32.62	\$34.23	\$35.95						
1314	Building Program Accounting Technician	Hourly	\$36.65	\$38.55	\$40.55	\$42.63	\$44.85						
5121	Buyer	Hourly	\$39.48	\$41.51	\$43.70	\$46.00	\$48.43						
2316	Child Abuse Prevention and Awareness Coordinator	Hourly	\$47.90	\$50.42	\$53.08	\$55.94	\$58.93						
2770	Claims Representative	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						
5650	Classified Training Representative	Hourly	\$37.56	\$39.49	\$41.51	\$43.70	\$46.00						
2676	Clerk	Hourly											\$22.52
2194	Community Outreach Event Coordinator	Hourly	\$26.20	\$27.53	\$28.88	\$30.33	\$31.81						
2059	Community Outreach Organizer	Hourly	\$45.15	\$47.47	\$50.02	\$52.67	\$55.44						
4820	Computer Applications Assistant	Hourly	\$34.47	\$36.22	\$38.14	\$40.09	\$42.19						
2585	Continuation School Office Manager	Hourly	\$28.40	\$29.84	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22				

Personnel Commission

July 1, 2024 Classified Salary Schedule

2364	Contract Administration Analyst	Hourly	\$50.11	\$52.76	\$55.52	\$58.53	\$61.61						
1266	Coordinating Financial Manager	Hourly	\$44.22	\$46.53	\$48.92	\$51.56	\$54.28						
2765	Cost Recovery Medical Biller	Hourly	\$37.05	\$39.01	\$40.45	\$43.14	\$45.39						
2238	Credentials and Contract Specialist	Hourly	\$37.42	\$39.30	\$41.29	\$43.38	\$45.59						
5620	CTEIG-Linked Learning Coordinator	Hourly	\$49.55	\$52.15	\$54.90	\$57.87	\$60.98						
2715	Customer Service Representative	Hourly	\$25.08	\$26.28	\$27.58	\$29.01	\$30.52						
5069	Data Analyst, School Police	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						
1148	Data Center Technician	Hourly	\$37.01	\$38.92	\$40.97	\$43.05	\$45.33						
1502	Demographic Research and Planning Analyst I	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
1503	Demographic Research and Planning Analyst II	Hourly	\$51.94	\$54.69	\$57.57	\$60.69	\$63.97						
2580	Early Education Center Office Manager	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
5091	Educational Research Analyst	Hourly	\$41.71	\$43.95	\$46.26	\$48.81	\$51.47						
4432	Electron Microscopist	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
1230	Electronic Data Analyst	Hourly	\$47.97	\$50.53	\$53.17	\$56.03	\$59.00						
4030	Emergency Preparedness Program Specialist	Hourly	\$49.85	\$52.42	\$55.12	\$57.98	\$60.99						
1774	Energy Specialist	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
3007	Environmental Health & Safety Technician	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
4603	Environmental Health Specialist	Hourly	\$37.56	\$39.48	\$41.51	\$43.70	\$46.00						
1797	Environmental Laboratory Analyst	Hourly	\$37.56	\$39.48	\$41.51	\$43.70	\$46.00						
2153	Environmental Planning Specialist	Hourly	\$48.43	\$51.00	\$53.71	\$56.57	\$59.52						
1800	Environmental Safety Officer	Hourly	\$43.83	\$46.15	\$48.56	\$51.13	\$53.87						
4814	ERP Readiness Facilitator	Hourly	\$35.42	\$37.50	\$39.15	\$41.20	\$43.34						
1883	Facilities Access Compliance Specialist	Hourly	\$58.35	\$61.48	\$64.67	\$68.09	\$71.63						
1108	Financial Aide	Hourly	\$33.97	\$35.71	\$37.56	\$39.48	\$41.51						
1089	Financial Analyst	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
1275	Financial Manager	Hourly	\$33.18	\$34.83	\$36.65	\$38.55	\$40.55						
1118	Fiscal Specialist	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
4313	Food Services Staff Aide	Hourly	\$33.97	\$35.71	\$37.56	\$39.48	\$41.51						
1158	Forensic Accountant	Hourly	\$55.02	\$57.93	\$61.05	\$64.34	\$67.74						
1508	GIS Specialist	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
5910	Grant and Funding Specialist	Hourly	\$41.38	\$43.56	\$45.83	\$48.24	\$50.78						
5390	Grant Manager (LA's BEST)	Hourly	\$45.16	\$47.47	\$50.02	\$52.68	\$55.43						
4634	Graphics Designer I	Hourly	\$34.83	\$36.65	\$38.55	\$40.55	\$42.63						
4614	Graphics Designer II	Hourly	\$40.55	\$42.63	\$44.85	\$47.14	\$49.68						
2354	Health Care Advocate	Hourly	\$29.06	\$30.53	\$32.13	\$33.73	\$35.43						
2347	Health Care Advocate (Armenian)	Hourly	\$29.37	\$30.85	\$32.48	\$34.09	\$35.82						
2355	Health Care Advocate (Spanish)	Hourly	\$29.37	\$30.85	\$32.48	\$34.09	\$35.82						
2605	Health Office Clerk	Hourly	\$24.35	\$25.54	\$26.80	\$28.12	\$29.55						
1546	High-Rise Building Life/Safety Specialist	Hourly	\$46.70	\$49.16	\$51.75	\$54.50	\$57.39						
2718	HR Liaison	Hourly	\$33.45	\$35.12	\$36.87	\$38.72	\$40.67						
4997	Human Resources Specialist I	Hourly	\$33.37	\$35.10	\$36.90	\$38.83	\$40.81						
5018	Human Resources Specialist II	Hourly	\$39.37	\$41.38	\$43.54	\$45.87	\$48.26						

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4989	Human Resources Specialist III	Hourly	\$49.17	\$51.76	\$54.49	\$57.44	\$60.52						
2870	Information Resources Support Assistant	Hourly	\$27.40	\$28.75	\$30.21	\$31.71	\$33.35						
4799	Information Security Analyst I	Hourly	\$55.96	\$58.99	\$62.18	\$65.48	\$68.86						
4794	Information Security Analyst II	Hourly	\$59.73	\$62.93	\$66.20	\$69.66	\$73.35						
2171	Information Systems Business Analyst	Hourly	\$55.73	\$58.67	\$61.85	\$65.21	\$68.66						
4819	Information Systems Security Assistant	Hourly	\$36.22	\$38.14	\$40.09	\$42.19	\$44.40						
4825	Information Systems Support Assistant II	Hourly	\$28.40	\$29.84	\$31.30	\$32.93	\$34.61						
1083	Information Technology Support Assistant	Hourly	\$25.95	\$27.28	\$28.61	\$30.03	\$31.52						
2775	Insurance Technician	Hourly	\$25.80	\$27.04	\$28.36	\$29.75	\$31.23	\$32.79	\$34.50	\$36.26			
2925	Interpreter (Cantonese Language)	Hourly	\$36.74	\$38.62	\$40.62	\$42.73	\$44.96						
2927	Interpreter (Korean Language)	Hourly	\$36.74	\$38.62	\$40.62	\$42.73	\$44.96						
2930	Interpreter (Spanish Language)	Hourly	\$36.74	\$38.62	\$40.62	\$42.73	\$44.96						
5078	Inventory Control Analyst	Hourly	\$33.08	\$34.75	\$36.56	\$38.42	\$40.39						
2634	Inventory Control Clerk	Hourly	\$25.54	\$26.80	\$28.12	\$29.55	\$31.02						
1389	Investigative Assistant	Hourly	\$44.27	\$46.60	\$49.02	\$51.62	\$54.32						
1387	Investigator	Hourly	\$49.59	\$52.23	\$54.99	\$57.89	\$61.00						
3862	IT Business Efficiency Analyst	Hourly	\$47.97	\$50.53	\$53.17	\$56.03	\$59.00						
3861	IT Customer Support Representative	Hourly	\$34.47	\$36.22	\$38.14	\$40.09	\$42.19						
3840	IT Customer Support Representative (Spanish Language)	Hourly	\$34.82	\$36.57	\$38.49	\$40.44	\$42.54						
4860	IT Trainer I	Hourly	\$35.42	\$37.19	\$39.15	\$41.20	\$43.34						
4861	IT Trainer II	Hourly	\$44.54	\$46.89	\$49.26	\$51.94	\$54.69						
4748	Job Cost Data Entry Operator	Hourly	\$24.20	\$25.33	\$26.58	\$27.92	\$29.31						
2368	Job Order Contracting Specialist I	Hourly	\$47.59	\$50.11	\$52.76	\$55.52	\$58.53						
2369	Job Order Contracting Specialist II	Hourly	\$50.11	\$52.76	\$55.52	\$58.53	\$61.61						
5097	Labor Compliance Technician	Hourly	\$37.56	\$39.48	\$41.51	\$43.70	\$46.00						
1741	Landscape Architectural Associate	Hourly	\$52.01	\$54.77	\$57.67	\$60.73	\$63.96						
5660	Law Clerk	Hourly											\$33.19
2680	Library Aide	Hourly	\$23.22	\$24.35	\$25.54	\$26.80	\$28.12						
2623	Library Media Clerk	Hourly	\$24.35	\$25.54	\$26.80	\$28.12	\$29.55						
4400	Licensed Vocational Nurse	Hourly	\$37.12	\$38.71	\$40.44	\$42.22	\$44.16						
4643	Life Science Laboratory Technician	Hourly	\$35.71	\$37.56	\$39.48	\$41.51	\$43.70						
2090	Magnet Program Liaison Assistant	Hourly	\$37.89	\$39.82	\$41.87	\$44.04	\$46.32						
2226	Mail Clerk	Hourly	\$31.79	\$33.43	\$35.11	\$36.92	\$38.82						
5409	MAXIMO Business Analyst	Hourly	\$55.73	\$58.67	\$61.85	\$65.21	\$68.66						
3821	MAXIMO Data Management Analyst	Hourly	\$47.97	\$50.53	\$53.17	\$56.03	\$59.00						
2691	Meal Compliance Audit Clerk	Hourly	\$25.54	\$26.80	\$28.12	\$29.55	\$31.02						
4636	Media Technical Assistant	Hourly	\$42.78	\$45.02	\$47.38	\$49.88	\$52.55						
2638	Medical Assistant	Hourly	\$26.26	\$27.56	\$28.94	\$30.39	\$31.93						
2661	Microfilm Operator	Hourly											\$26.80
4831	Mobile Applications Developer	Hourly	\$59.33	\$62.52	\$65.89	\$69.42	\$73.06						

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2129	Multicast Traffic Coordinator	Hourly	\$33.88	\$35.61	\$37.44	\$39.48	\$41.38						
4862	Multimedia Designer	Hourly	\$46.89	\$49.26	\$51.94	\$54.69	\$57.57						
4867	.NET Developer	Hourly	\$59.33	\$62.52	\$65.89	\$69.42	\$73.06						
4872	Network Configuration Administrator	Hourly	\$55.63	\$58.59	\$61.75	\$65.05	\$68.44						
4873	Network Operations Center Analyst	Hourly	\$38.25	\$40.27	\$42.32	\$45.05	\$46.86						
3526	Network Systems Engineer	Monthly	\$10,391.02	\$10,947.61	\$11,514.94	\$12,117.34	\$12,759.35						
1267	Occupational Center Financial Manager	Hourly	\$40.55	\$42.67	\$44.85	\$47.14	\$49.68						
2828	Office Technician	Hourly	\$22.52	\$23.71	\$24.97	\$26.29	\$27.69	\$29.15	\$30.70				
2831	Office Technician (Cantonese Language)	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
2830	Office Technician (Korean Language)	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
2846	Office Technician (Restricted/Disabled)	Hourly	\$22.52	\$23.71	\$24.97	\$26.29	\$27.69	\$29.15	\$30.70				
2167	On-Air Promotions Producer	Hourly	\$45.83	\$48.24	\$50.78	\$53.47	\$56.29						
5520	Parent Community Facilitator	Hourly	\$30.82	\$32.40	\$34.06	\$35.80	\$37.64						
5522	Parent Community Facilitator (Armenian Language)	Hourly	\$31.23	\$32.80	\$34.46	\$36.20	\$38.04						
5523	Parent Community Facilitator (MCD)	Hourly	\$30.82	\$32.40	\$34.06	\$35.80	\$37.64						
5478	Parent Education Support Assistant	Hourly	\$22.52	\$23.71	\$24.97	\$26.29	\$27.69	\$29.15	\$30.70				
5480	Parent Education Support Assistant (Spanish Language)	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
5553	Parent Resource Assistant (Armenian Language) and (Restricted)	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
5554	Parent Resource Assistant (Korean Language) and (Restricted)	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
5555	Parent Resource Assistant (Spanish Language) and Restricted	Hourly	\$22.81	\$24.00	\$25.26	\$26.58	\$27.97	\$29.44	\$30.99				
5552	Parent Resource Assistant and (Restricted)	Hourly	\$22.52	\$23.71	\$24.97	\$26.29	\$27.69	\$29.15	\$30.70				
5515	Parent Resource Liaison	Hourly	\$23.72	\$24.87	\$26.10	\$27.40	\$28.75	\$30.21	\$31.71				
1341	Payroll Distribution Assistant	Hourly	\$24.68	\$25.93	\$27.21	\$28.53	\$30.00						
1336	Payroll Specialist I	Hourly			\$29.05	\$30.51	\$32.11						
1340	Payroll Specialist II	Hourly	\$33.26	\$34.96	\$36.75	\$38.64	\$40.65						
5066	Payroll Specialist III	Hourly	\$44.22	\$46.53	\$48.92	\$51.56	\$54.28						
4853	Police Dispatcher	Hourly	\$30.09	\$31.58	\$33.20	\$34.90	\$36.70						
1905	Program Scheduler	Hourly	\$56.96	\$60.24	\$63.11	\$66.45	\$69.90						
3812	Programmer Analyst (COBOL)	Hourly	\$50.44	\$53.14	\$55.92	\$58.94	\$62.05						
3813	Programmer Analyst (Oracle)	Hourly	\$50.44	\$53.14	\$55.92	\$58.94	\$62.05						
4893	Programmer Analyst (SAP)	Hourly	\$50.44	\$53.14	\$55.92	\$58.94	\$62.05						
3814	Programmer Analyst (Visual Basic)	Hourly	\$50.44	\$53.14	\$55.92	\$58.94	\$62.05						
3806	Programmer Analyst, JAVA	Hourly	\$50.44	\$53.14	\$55.92	\$58.94	\$62.05						
5244	Property Management Assistant	Hourly	\$30.75	\$32.35	\$34.00	\$35.70	\$37.53						
1530	Property Management Coordinator	Hourly	\$50.11	\$52.76	\$55.52	\$58.53	\$61.61						
4854	Radiotelephone Operator	Hourly	\$24.17	\$25.34	\$26.59	\$27.88	\$29.29						
2146	Realty Agent	Hourly	\$48.43	\$51.00	\$53.71	\$56.57	\$59.52						

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2626	Records and Archive Technician	Hourly	\$24.35	\$25.54	\$26.80	\$28.12	\$29.55						
2363	Relocation Services Coordinator	Hourly	\$37.03	\$38.91	\$40.94	\$43.09	\$45.36						
2232	Reports and Data Analyst I	Hourly	\$49.54	\$52.14	\$54.88	\$57.85	\$60.96						
2222	Reports and Data Analyst II	Hourly	\$53.16	\$55.95	\$58.98	\$62.16	\$65.46						
5063	Retirement and Deductions Analyst	Hourly	\$44.22	\$46.53	\$48.92	\$51.56	\$54.28						
2042	Return to Work Specialist	Hourly	\$34.23	\$35.95	\$37.89	\$39.81	\$41.90						
2248	Salary Credits Assistant	Hourly	\$32.62	\$34.23	\$35.95	\$37.89	\$39.81						
4847	SAP Applications Assistant	Hourly	\$34.47	\$36.22	\$38.19	\$40.09	\$42.19						
1347	School Accounting Clerk	Hourly	\$27.69	\$29.05	\$30.51	\$32.11	\$33.70						
2878	School Office Computer Coordinator (Adult)	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
2874	School Office Computer Coordinator (Elementary)	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
2876	School Office Computer Coordinator (Secondary)	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
2800	Secretary & (Restricted)	Hourly	\$25.54	\$26.80	\$28.12	\$29.55	\$31.02						
2963	Selection Technician	Hourly	\$26.81	\$28.12	\$29.55	\$31.02	\$32.62						
2725	Senior Assignment Technician	Hourly	\$28.12	\$29.55	\$31.02	\$32.62	\$34.23						
1400	Senior Auditor, Inspector General's Office	Hourly	\$49.17	\$51.76	\$54.49	\$57.44	\$60.52						
5653	Senior Classified Training Representative	Hourly	\$41.14	\$43.30	\$45.53	\$47.92	\$50.46						
3804	Senior Developer	Monthly	\$10,997.47	\$11,587.23	\$12,210.30	\$12,868.58	\$13,564.06						
5089	Senior Educational Research Analyst	Hourly	\$48.98	\$51.62	\$54.42	\$57.41	\$60.58						
1265	Senior Financial Manager	Hourly	\$38.55	\$40.55	\$42.63	\$44.85	\$47.14						
2350	Senior Health Care Advocate	Hourly	\$33.04	\$34.07	\$35.81	\$37.66	\$39.66						
2781	Senior Insurance Technician	Hourly	\$26.64	\$27.94	\$29.29	\$30.71	\$32.34	\$33.96	\$35.73	\$37.57			
5190	Senior Inventory Control Analyst	Hourly	\$39.48	\$41.51	\$43.70	\$46.00	\$48.43						
1396	Senior Investigator	Hourly	\$55.02	\$57.93	\$61.05	\$64.34	\$67.74						
4743	Senior Job Cost Data Entry Operator	Hourly	\$26.81	\$28.19	\$29.58	\$31.08	\$32.93						
2221	Senior Mail Clerk	Hourly	\$33.43	\$35.11	\$36.92	\$38.82	\$40.88						
2690	Senior Meal Compliance Audit Clerk	Hourly	\$28.12	\$29.55	\$31.02	\$32.62	\$34.23						
2838	Senior Office Technician	Hourly	\$24.35	\$25.54	\$26.80	\$28.12	\$29.55	\$31.06	\$32.63				
5519	Senior Parent Community Facilitator	Hourly	\$32.50	\$34.07	\$35.81	\$37.66	\$39.66						
5476	Senior Parent Education Support Assistant	Hourly	\$24.54	\$25.78	\$27.09	\$28.49	\$29.95	\$31.50	\$33.12				
2271	Senior Personnel Clerk	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
4851	Senior Police Dispatcher	Hourly	\$31.58	\$33.20	\$34.90	\$36.70	\$38.59						
2628	Senior Records and Archive Technician	Hourly	\$26.80	\$28.12	\$29.55	\$31.02	\$32.62						
2250	Senior Salary Credits Assistant	Hourly	\$34.23	\$35.95	\$37.89	\$39.81	\$41.90						
2865	Senior Secretary	Hourly	\$29.55	\$31.02	\$32.62	\$34.23	\$35.95						
2960	Senior Selection Technician	Hourly	\$28.12	\$29.54	\$31.01	\$32.62	\$34.23						
2902	Senior Translator-Interpreter (Spanish)	Hourly	\$42.38	\$44.60	\$46.94	\$49.42	\$52.05						
4833	Sharepoint Developer	Hourly	\$59.33	\$62.52	\$65.89	\$69.42	\$73.06						
4010	Small Business/We Build Coordinator	Hourly	\$47.42	\$49.92	\$52.55	\$55.34	\$58.27						
2172	Social Media Assistant	Hourly	\$33.37	\$35.10	\$36.90	\$38.83	\$40.81						
1880	Space Utilization Analyst	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
5143	Specifications Assistant	Hourly	\$35.42	\$37.19	\$39.15	\$41.20	\$43.34						
4868	SQL Developer	Hourly	\$59.33	\$62.52	\$65.89	\$69.42	\$73.06						

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5126	Strategic Partnerships Coordinator	Monthly	\$7,312.10	\$7,694.99	\$8,097.73	\$8,524.59	\$8,974.10						
2366	Student and Family Resource Ambassador	Hourly	\$26.50	\$27.85	\$29.27	\$30.77	\$32.35						
2357	Student and Family Resources Navigator	Hourly	\$32.50	\$34.07	\$35.81	\$37.66	\$39.66						
2607	Student Integration Helper & (Restricted)	Hourly											\$22.52
5516	Student, Family, and Community Engagement Liaison	Hourly	\$38.44	\$40.46	\$42.56	\$44.78	\$47.13						
1807	Sustainability Specialist	Hourly	\$57.43	\$60.48	\$63.59	\$66.96	\$70.46						
4816	Technology Support Specialist	Hourly	\$47.97	\$50.53	\$53.17	\$56.03	\$59.00						
2187	Telecommunications Services Representative	Hourly	\$33.75	\$35.45	\$37.30	\$39.26	\$41.21						
2125	Television Producer-Director	Hourly	\$56.36	\$59.35	\$62.50	\$65.78	\$69.17						
2346	Television Programming Associate	Hourly	\$36.90	\$38.80	\$40.80	\$42.92	\$45.16						
2644	Textbook Inventory Clerk	Hourly	\$25.54	\$26.80	\$28.12	\$29.55	\$31.02						
2905	Translator - Interpreter (Armenian Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2906	Translator - Interpreter (Cantonese Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2908	Translator - Interpreter (Korean Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2909	Translator - Interpreter (Mandarin Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2910	Translator - Interpreter (Russian Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2070	Translator - Interpreter (Spanish Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2911	Translator - Interpreter (Vietnamese Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
2920	Translator (Spanish Language)	Hourly	\$39.67	\$41.70	\$43.87	\$46.23	\$48.62						
4864	UI/UX Designer	Hourly	\$55.22	\$58.17	\$61.30	\$64.57	\$67.94						
2260	Unemployment Claims Processor	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						
2184	Unemployment Claims Specialist	Hourly	\$46.36	\$48.76	\$51.38	\$54.12	\$56.96						
4480	Vocation and Transition Assistant	Hourly	\$30.72	\$32.24	\$33.88	\$35.61	\$37.44						
2326	Volunteer Program Assistant	Hourly	\$39.48	\$41.51	\$43.70	\$46.00	\$48.43						
1181	Web Developer	Hourly	\$59.33	\$62.52	\$65.89	\$69.42	\$73.06						
2041	Workers' Compensation Claims Processing Specialist	Hourly	\$40.11	\$42.23	\$44.40	\$46.74	\$49.10						
2168	Zones of Choice Facilitator	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						
2169	Zones of Choice Facilitator (Spanish Language)	Hourly	\$31.30	\$32.93	\$34.61	\$36.35	\$38.22						

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS ANGELES CHAPTER 500 –
UNIT D MEMORANDUM OF UNDERSTANDING
2023-2026**

This Tentative Agreement is made and entered into this 11th day of December, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and the California School Employees Association and its Los Angeles Chapter 500 ("CSEA") for employees in Unit D (Office-Technical and Business Services).

Pursuant to the parties' 2020-2023 Agreement, the District and CSEA have met and negotiated in good faith and have completed their negotiations for a Successor collective bargaining agreement. This 2023-2026 Agreement is the successor to the parties' 2020-2023 Agreement and is the final resolution to all matters. The parties hereby agree as follows:

The term of this Agreement shall cover a period beginning July 1, 2023 through June 30, 2026 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice). The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2023 Agreement are incorporated as part of the LAUSD-CSEA 2023-2026 Successor Agreement except as modified below, or as required to make appropriate, mutually agreed to, non-substantive language corrections.
- B. **COMPENSATION:**
1. **2023-2024 Salary Increase:**
 - a. Based on the salary table effective July 1, 2023, all Unit D bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
 - b. Based on the salary table effective January 1, 2024, all Unit D bargaining unit members shall receive \$2.00 per hour on-schedule wage increase (or its equivalent for salaried employees) applied to all pay scale groups and levels of the base salary tables.
 - c. Effective January 1, 2024, after the application of B1(b) above, Unit D classifications of Office Technician, Parent Education Support Assistant and Parent Resource Assistant whose Step 1 is below \$22.52, will be increased to \$22.52 at Step 1 with the subsequent steps adjusted accordingly.
 - d. Effective January 1, 2024, after the application of B1(c) above, a salary step six (6) and a salary step seven (7) will be added to the existing salary schedule for the Senior Office Technician and Senior Parent Education Support Assistant Classifications.

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS ANGELES CHAPTER 500 –
UNIT D MEMORANDUM OF UNDERSTANDING
2023-2026**

- e. Effective January 1, 2024, after the application of B1(b) above, Steps 1 – 4 of Unit D Classifications of Microfilm Operator and Clerk will be eliminated and will have a single flat rate salary at the step 5 rate.
- f. Effective January 1, 2024, after the application of B1(b) above, Student Integration Helper classification hourly rate will be increased to \$22.52 as a single flat rate.

C. ADDITIONAL AGREEMENTS:

- 1. Article IV CSEA Rights
- 2. Article IX Hours and Overtime
- 3. Article X Evaluation Procedure
- 4. Article XI Leaves of Absence
- 5. Article XII Wages and Salaries, Pay Allowances, Differentials, and Special Salary Practices
- 6. Article XV Professional Growth
- 7. Article XVII Holidays
- 8. Article XXII Term of Agreement


D. TERM OF AGREEMENT: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2026, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations for the 2024-2025 and 2025-2026 school years as follows:

- 1. 2024-2025 Reopener: Effective June 30, 2024, CSEA may reopen one (1) article.
- 2. 2025-2026 Reopener: Effective March 1, 2025, CSEA may reopen one (1) article.

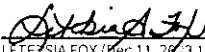
The above is subject to ratification by the members of Unit D and final approval by the LAUSD Board of Education.


Date of agreement: December 11, 2023


Los Angeles Unified School District

By: 
On behalf of LAUSD


California School Employees Association,
Los Angeles Chapter 500

By: 
Letetsia Fox, President

By: 
Franny Parrish, Bargaining
Team Member

By: 

Jocelyn Callot, Bargaining Team
Member

By: 

Christopher Crump (Dec 11, 2023 17:31 PST)
Christopher Crump, Labor
Relations Representative

By: *Caden Stearns*

Caden Stearns (Dec 11, 2023 17:32 PST)
Caden Stearns, Labor Relations
Representative

By: *Matthew Korn*

Matthew Korn (Dec 11, 2023 17:34 PST)
Matthew Korn, Labor Relations
Representative

Adopted and approved by the Board of Education on _____, 2024.

By: _____
Jackie Goldberg, President

ARTICLE IV

CSEA RIGHTS

...

3.0 Release Time:

a. Negotiations: No more than ~~five (5)~~ six (6) negotiating team employee representatives designated by CSEA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. CSEA and the District may agree that additional employees shall receive such released time.

b. CSEA Annual Conference: The District shall grant paid release time to up to eight (8) elected delegates from CSEA Chapter #500 to attend the CSEA Annual Conference for up to five (5) days. Notification must be provided to the District at least twenty (20) days in advance of the need for such absence.

c. ~~Job~~ Union Stewards: Except as already provided for in Article V Grievance Procedure, Section 3.0 and to the extent such cannot be reasonably handled during non-duty hours, and if the needs of the service allow, job stewards designated by the Association shall, after providing at least forty-eight (48) hours' notice to his/her immediate supervisor, be released from duty with no loss of pay for the purpose of representing unit members in the case of any disciplinary or investigative meeting; representing unit members in any reasonable accommodations or interactive process proceedings; or representing unit members in any evaluation appeal. Such release time shall be limited to one hundred (100) cumulative hours per year and no individual shall be released on more than two (2) occasions per month, and a cumulative total of twenty (20) hours per year.

4.0 List of Employees: CSEA shall be provided ~~quarterly~~ upon request of the Association, a current list of names, employee numbers, classifications, addresses, and work locations of all employees covered by this Agreement.

...

9.0 Attendance at District Meetings or Committees: Employees designated by CSEA may attend District meetings or committees as follows:

9.1 CSEA shall provide the District with a list of its designated employees.

9.2 When the agenda of a particular meeting is immediately relevant to the bargaining unit and attendance by an employee would be meaningful in terms of obtaining information for dissemination to the bargaining unit or the employee's participation in the discussion is desired, one non-school based employee shall be given reasonable released time to attend Personnel Commission meetings. Upon prior notice to the District, under special circumstances, a school based employee may be substituted.

9.3 When CSEA is invited to send an employee participant to a District-sponsored committee or meeting, one designated employee shall be given reasonable released time to attend.

...

12.0 School Calendar(s): In the Spring of each year during the term of this Agreement, the District shall provide to CSEA a copy of the draft school calendar(s) developed for discussions with the representative of the District's teachers. CSEA shall have the opportunity to provide comment to the District on the calendar(s) prior to the District's formal calendar discussions with the teachers' representatives. Additionally, CSEA shall have the opportunity to provide input to the District prior to the implementation of calendars that have an effect of Unit D employees. The District shall contact CSEA to set up meetings for this purpose.

ARTICLE IX

HOURS AND OVERTIME

...

2.0 Overtime

2.1 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. Each office, operational unit, or work group shall maintain a list of employees by classification and on a rotational basis offer overtime by the effective assignment date at the site. ~~who have made a request in writing for overtime assignments. The order of placement on the list shall be based upon the order in which the supervisor received the written request. In case of simultaneous requests, the order of placement shall be based upon District seniority. Where there are insufficient or no written requests, upon reasonable notice, an~~ If no employee accepts the offer to work the overtime assignment, on a rotational basis, employees shall be required to work overtime as needed in reverse order by the effective assignment date at the site. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the District will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.

Scheduling or assigning of additional paid work including Z-time shall not be done on an arbitrary, capricious, discriminatory or retaliatory basis, nor shall it be denied or limited for any of these reasons.

...

7.0 Work Schedule Changes: A change in work schedule is defined as a modification of a unit employee's start and stop time, or work week assignment, without a change in number of daily assigned hours. **CCL**

- a. The work schedule may be changed under the following circumstances:
 - 1) when mutually agreed to by the employee and the employee's supervisor; or
 - 2) in an emergency; ("Emergency" means any situation that could severely disrupt affecting the instructional program and/or the administration of the District which could not be reasonably anticipated); or could constitute a threat to the safety of students or anyone on the campus of the affected school site; or
 - 3) when the employee is given a minimum of fourteen (14) calendar days notice prior to the effective date of a change in work schedule.
- b. The employee's immediate supervisor shall, if so requested, discuss any

Article IX - Hours and Overtime

problems affecting the implementation of work schedule changes with the employee.

c. Employees shall be entitled to a temporary exemption from a change in work schedule if all of the following conditions are met:

- 1) The employee verifies enrollment in a course in an institution of higher education where classes have begun and the time of the class conflicts with the proposed work hours.
- 2) The course cannot be rescheduled at a time compatible with the proposed work hours.
- 3) The temporary exemption does not adversely affect other employees in the work group and the District operations can continue as required without the payment of overtime.
- 4) Any temporary exemption granted will end upon completion of or withdrawal from the course.

If there is a conflict in a work group because more than one employee desires a temporary exemption, the employee with the greatest District seniority shall be entitled to the temporary exemption. **CCL**

d. The employee may be granted a temporary exemption up to thirty (30) calendar days due to the day care needs of a child under the age of 16 residing in the employee's residence. The request shall be made in writing to the administrator and shall include documentation to support the exemption if requested by the administrator.

8.0. Employees shall be compensated 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 hours.

9.0 ~~The District will implement an equitable rotational system for overtime and Z-time for Spring 2019. The parties will meet and confer over the method of equitable rotational system.~~

ARTICLE X

EVALUATION PROCEDURE

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule:

a. Probationary 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 performance evaluations at least once every year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty (20) working days prior to the end of the employee's assignment basis for that school year. If a below standard evaluation is to be issued it shall not be issued after the last day of the assignment basis.

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

2.1 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In completing the evaluation, the evaluator shall consider the employee's performance over the entire evaluation period. In evaluating the quality and/or quantity of an employee's work, the supervisor shall also consider employee workload and the extent to which established priorities of work assignments are met. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

2.2 The evaluator shall be at a supervisory level or higher, and where applicable, shall consult with the staff person (outside of the bargaining unit) responsible for directing the employee's work. The evaluator shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. 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 his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee; and one copy to the evaluator.

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

- (a) statement of the problem or concern,
- (b) the desired improvement,
- (c) suggestions as to how to improve, and
- (d) provisions for assisting the employee.

Article X – Evaluation Process

2.4 Before an employee can be rated as lower than “meets standards” on Overall Work Performance solely due to excessive absences, the District must have met with the employee to discuss the reason for absence, and the supervisor must have warned the employee that the absences are being considered excessive.

2.5 If an evaluator rates an employee’s overall performance as lower than “meets standards”, for reasons other than those that are set forth in 2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than “meets standards” rating, and if the employee was not previously so advised, then the evaluator shall note why not.

Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 3.0 of this Article, but shall not otherwise be challengeable by the employee or the Association.

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, or division head, or designated representative within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by CSEA if the employee so desires, the meeting shall then take place at a date and time mutually agreed upon by both parties with the understanding that non-availability of the representative beyond ten (10) working days shall not delay the meeting. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

ARTICLE XI

LEAVES OF ABSENCE

...

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 of absences 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 following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. ~~Brother~~ Sibling
- g. ~~Sister~~

...

ARTICLE XII
WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND
SPECIAL SALARY PRACTICES

1.0 Wages and Salaries: The wages and salaries for Unit employees have been negotiated in good faith between CSEA 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.

2023-2024 SALARY INCREASE:

- a. Based on the salary table effective July 1, 2023, all Unit D bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2024, all Unit D bargaining unit members shall receive \$2.00 per hour on-schedule wage increase (or its equivalent for salaried employees) applied to all pay scale groups and levels of the base salary tables.
- c. Effective January 1, 2024, after the application of B1(b) above, Unit D classifications of Office Technician, Parent Education Support Assistant and Parent Resource Assistant whose Step 1 is below \$22.52, will be increased to \$22.52 at Step 1 with the subsequent steps adjusted accordingly.
- d. Effective January 1, 2024, after the application of B1(c) above, a salary step six (6) and a salary step seven (7) will be added to the existing salary schedule for the Senior Office Technician and Senior Parent Education Support Assistant Classifications.
- e. Effective January 1, 2024, after the application of B1(b) above, Steps 1 – 4 of Unit D Classifications of Microfilm Operator and Clerk will be eliminated and will have a single flat rate salary at the step 5 rate.
- f. Effective January 1, 2024, after the application of B1(b) above, Student Integration Helper classification hourly rate will be increased to \$22.52 as a single flat rate.

REOPENER:

1. 2024-2025 Reopener: Effective June 30, 2024, CSEA may reopen one (1) ~~economic~~ article.
2. 2025-2026 Reopener: Effective March 1, 2025, CSEA may reopen one (1) ~~economic~~ article.

Article XV – Professional Growth

...

4.0 Professional Growth Reimbursement: The District may grant professional growth reimbursement to permanent Unit employees under the conditions specified below:

...

g. Reimbursement shall be limited to a maximum of ~~\$850~~ \$1000 for any individual employee during any twelve (12) month period.

CSEA proposal to LAUSD - Article XVII Holidays 6/1/23

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

- January 1 New Year's Day
- The date declared in January declared by the Board Martin Luther King, Jr. Day
- Third Monday in February President's Day
- Last Monday in May Memorial Day
- June 19** **Juneteenth**
- July 4 Independence Day
- The 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

YD 7/27/23

ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the CSEA membership of Unit D and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2026, 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 CSEA at any time after January 1, 2026.

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

I. PURPOSE

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

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

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

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

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

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

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

III. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

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

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

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

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

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

V. DISPUTE RESOLUTION PROCEDURES

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

- d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover "reserve fund" balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to ten (10) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined per participant contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the District's contribution obligation plus carryover "reserve fund" balances if any, which shall be binding on the parties.
3. Expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause:
 - a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
 - b. Such issue shall immediately be submitted to expedited binding arbitration, before a panel, selected per section 2.a and with the arbitration occurring within the time limit of section 2.b. above.
 - c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to renegotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.
 4. Procedure If District Asserts HBC Proposed Action is Illegal:
 - a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a brief summary of legal authorities and reasoning for this assertion.
 - b. The HBC may respond to the District in writing within five (5) work days with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.
 5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present 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 recommendation within three (3) workdays following the mediation.
 - e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not), shall be implemented.
6. Costs: If the time lines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.
7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District, consistent with an arbitration panel finding (as provided for in V, 2, d), may implement plan design changes and/or premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level. Upon request, the District will consult with the unions before implementing any such measures to discuss any possible cost savings alternatives. Such consultation shall be completed within thirty (30) calendar days of notice from the District.

VI. WITHDRAWAL FROM HBC

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

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

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

VIII. IMPACTS OF LEGISLATION

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

IX. TERM OF AGREEMENT

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

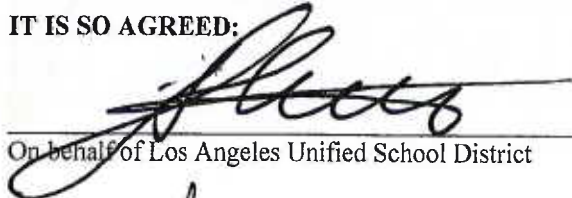
X. EXPIRATION OF AGREEMENT

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

XI. ENTIRE AGREEMENT

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

IT IS SO AGREED:


On behalf of Los Angeles Unified School District


8/30/22
Date


On behalf of United Teachers Los Angeles

6/27/2022
Date


On behalf of Associated Administrators of Los Angeles

6/22/2022
Date


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

7/7/2022
Date


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

6/28/2022
Date


On behalf of Los Angeles School Police Association

6/29/2022
Date


On behalf of Los Angeles School Police
Management Association

6/28/22
Date

Pamela Stevenson
On behalf of SEIU, Local 99

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

Adriana Salazar Avila
On behalf of Teamsters, Local 572

6/28/22
Date

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

Date

By: 
Kelly Gonez, Board President

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

I. PURPOSE

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

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

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

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

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

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

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

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

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

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

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

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

IV. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

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

V. DISPUTE RESOLUTION PROCEDURES

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

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

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

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

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

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

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

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

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

VI. WITHDRAWAL FROM HBC

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

VII. COMMITMENT TO EQUITY

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

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

VIII. OPEB (OTHER POST EMPLOYMENT BENEFITS)

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

IX. IMPACTS OF LEGISLATION

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

X. TERM OF AGREEMENT

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

XI. EXPIRATION OF AGREEMENT

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

XII. ENTIRE AGREEMENT

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

ha 10/5/23

IT IS SO AGREED:


On behalf of Los Angeles Unified School District

10/5/23
Date


On behalf of Associated Administrators Los Angeles

10/5/23
Date


On behalf of California School Employees Association

10/5/23
Date


On behalf of LAOC Building Trades

10/5/2023
Date


On behalf of Los Angeles School Police Association

10/5/2023
Date


On behalf of Los Angeles School Police Management Association

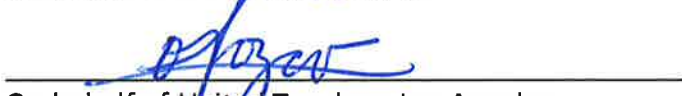
10/5/2023
Date


On behalf of SEIU

10/5/2023
Date


On behalf of Teamsters Local 572

10/5/23
Date


On behalf of United Teachers Los Angeles

10-5-23
Date

Adopted and Approved by the Board of Education on

Date

By: _____
Jackie Goldberg, Board President

CSEA Counter Proposal: 4-13-18
 CSEA Counter Proposal: 5-21-18
 CSEA Counter Proposal: 6-6-18

District Counter Proposal: 4-27-18
 District Counter Proposal: 4-27-18
 District Counter Proposal: 6-6-18
 District Counter Proposal: 7-9 & 7-11-18


**Memorandum of Understanding
 Between the Los Angeles Unified School District (District) and the California School
 Employees Association and its Los Angeles Chapter 500 (CSEA)**

In order ~~accordance with to meet~~ the requirements of AB119 and to facilitate CSEA's access to new employees, the parties agree to the following Memorandum. This Memorandum recognizes the unique circumstances of the Los Angeles Unified School District.

- A) The District shall provide CSEA with contact information on new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of each month.
- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, whose information has not previously been provided to CSEA. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA and whose information has not been previously provided to CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such as that the employee was placed in the CSEA unit.

This contact information shall also include the following information with each field listed in its own column:

- b. First Name;
- c. Middle initial; (if available on file)
- d. Last name;
- e. Suffix (e.g. Jr., III) (if available on file)
- f. Job Title;
- g. Worksite location
- h. Work telephone number; (if available on file)
- i. Home Street address (incl. apartment #)
- j. City
- k. State
- l. ZIP Code (5 or 9 digits)
- m. Home telephone number (10 digits); (if available on file)
- n. Personal cellular telephone number (10 digits); (if available on file)
- o. Personal email address of the employee; (if available on file)
- p. Employee ID;
- q. Hire date.

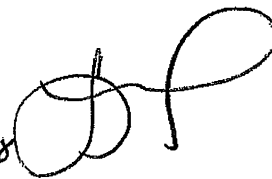

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 7-20-18
 AT-7/20/18

CSEA Counter Proposal: 4-13-18
 CSEA Counter Proposal: 5-21-18
 CSEA Counter Proposal: 6-6-18

District Counter Proposal: 4-27-18
 District Counter Proposal: 4-27-18
 District Counter Proposal: 6-6-18
 District Counter Proposal: 7-9 & 7-11-18

- B) In lieu of providing CSEA mandatory access to its formal new employee orientations, the District shall provide CSEA the following:
- a. When the District conducts a formal new employee orientation with classifications represented by CSEA, CSEA shall receive not less than ten (10) working days' notice in advance of the orientation and shall be provided with a location in close proximity to New Employee Orientation where it can speak to members prior to the beginning of New Employee Orientation, during breaks, and after New Employee Orientation. Granting of this right shall not interfere with the employee being on time to New Employee Orientation. The CSEA Chapter President or their designee will receive the equivalent of one (1) workday of paid release time to staff the location provided by the District.
 - b. CSEA shall be granted fifteen (15) minutes during a new employee's paid work day to conduct an orientation session at a time mutually agreeable to CSEA and the site, office, operational unit, or work group supervisor/administrator. CSEA must exercise this right in the first 130 working days of a new employee's assignment, unless otherwise mutually agreed to in writing by CSEA and the site, office, operational unit, or work group supervisor/administrator. CSEA may appoint a site representative who is assigned at the new employee's work site to conduct the orientation session during their lunch period duty free period (i.e. lunch/break). If a CSEA site representative is assigned at the new employee's work site and able to conduct the orientation session, they shall be provided fifteen (15) minutes of paid release time to conduct the orientation session. The site representative shall provide their supervisor forty-eight (48) hours' notice, once the orientation session time and date are agreed upon with the new employee's supervisor. It should not disrupt the operations of the school/division or generate overtime.
- C) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1 of each year, or any subsequent anniversary date, of its desire to modify the Agreement. In the event an agreement is not reached within sixty (60) days after the demand to negotiate, either party can make a demand for interest arbitration.
- D) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

JA - 7/20/18
 NK 7/20/18
 am 7-20-18



CSEA Counter Proposal: 4-13-18
CSEA Counter Proposal: 5-21-18
CSEA Counter Proposal: 6-6-18

District Counter Proposal: 4-27-18
District Counter Proposal: 4-27-18
District Counter Proposal: 6-6-18
District Counter Proposal: 7-9 & 7-11-18

E) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 5 in the Collective Bargaining Agreement, except as follows:

- a. "Grievant" shall only include CSEA and its Los Angeles Chapter 500. Individual employees shall not be listed as grievants.

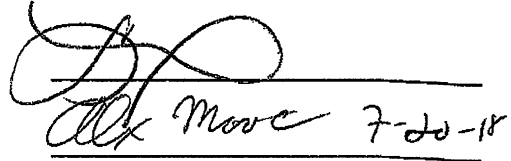
AT-7/20/18
MK am [Signature]
7/20/18 7-20-18

For the District

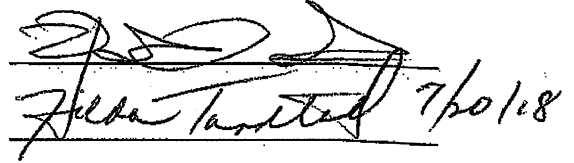


Najeeb Khoury
Director of Labor Relations

For CSEA



Alex Moore 7-20-18



Felicia Tarrity 7/20/18
