

2014-2017

COLLECTIVE BARGAINING AGREEMENT

UNIT E  
(SKILLED CRAFTS)

LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 26th day of February, 2015 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District", and the Los Angeles/Orange Counties Building and Construction Trades Council, which together with its officers and representatives will be referred to in this Agreement as the "Council".

### **ARTICLE I**

#### **RECOGNITION**

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1, the Council has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District.

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

8702	Apprentice Carpenter	3321	Electrician
8726	Apprentice Electrician	1581	Engineering Aide
8745	Apprentice Heating and Air Conditioning Fitter	3649	Equipment Mechanic
8737	Apprentice Painter	3654	Fire Equipment Servicer
8744	Apprentice Plumber	3441	Floor Covering Installer
8722	Apprentice Sheet Metal Worker	3481	Glazier
1446	Architectural Designer	3651	Gym and Playground Equipment Installer
1451	Architectural Drafting Technician	3751	Hand Grader
3792	Asbestos Abatement Assistant	1691	Hardware Inspector
3790	Asbestos Surveyor	1816	Hardware Specification Writer
1766	Assistant Mechanical Engineer	3396	Hardwood Floor Worker
1841	Assistant Structural Engineer	3347	Heating and Air Conditioning Fitter
1845	Associate Structural Engineer	1671	Heating and Air Conditional Inspector
3194	Building Mover	3342	HVAC Test Technician
3197	Building Mover Assistant	3189	Insulator/Asbestos Abatement Worker
3436	Carpenter	3534	IT Electronics Communications Technician
1556	Civil Engineering Designer	3875	IT Trainee
1571	Civil Engineering Drafting Technician	1876	Land Surveying Aide
3734	Compressor and Pneumatic Tool Operator	1871	Land Surveying Assistant
1721	Electrical Engineering Designer	3601	Lawn Sprinkler Fitter
1666	Electrical Inspector Technician	3383	Light Gauge Metal Inspector
		3446	Locksmith
		3606	Lumberyard Operator

## Article I – Recognition

3521	Machinist	3302	Senior Tile Layer
3780	Maintenance Worker	3386	Sheet Metal Worker
3775	Maintenance Worker (Restricted)	3485	Sign Designer
3456	Mill Carpenter	3370	Skip Loader Operator
3431	Mill Filer	1641	Steel Inspector
3711	Outdoor Education Center Maintenance Worker	3327	Steeplejack
3476	Painter	3453	Sticker Operator
1696	Painter Inspector	3558	Telecommunications Systems Technician
3331	Plasterer and Concrete Finisher	3381	Tile Layer
1590	Playground Facilities Designer	3786	Tile Layer Helper
3344	Plumber	3466	Toolsharpener
1676	Plumbing Inspector	3366	Tractor and Roller Operator
3349	Pressure Vessel Welder	3367	Tractor Operator
3552	Projector Technician	3679	Upholsterer
3557	Radio Communications Technician	3391	Welder
3361	Refrigeration Fitter		
1623	Relocatable Housing Coordinator		
3491	Roofer		
3282	Roofing Inspector		
3193	Senior Building Mover		
3401	Senior Carpenter		
3306	Senior Electrician		
3656	Senior Fire Equipment Servicer		
3406	Senior Floor Covering Installer		
3426	Senior Glazier		
3737	Senior Hand Grader		
3329	Senior Heating and Air Conditioning Fitter		
3340	Senior HVAC Test Technician		
3783	Senior Insulator/Asbestos Abatement Worker		
3532	Senior IT Electronics Communications Technician		
3411	Senior Locksmith		
3351	Senior Metal Worker		
3309	Senior Mill Carpenter		
3421	Senior Painter		
3311	Senior Plumber		
3537	Senior Projector Technician		
3484	Senior Roofer		

## Article I – Recognition

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

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

1.4 Job Codes for Apprentices for each of the job classes that have Joint Labor Management Apprenticeship programs will be added to Section 1.1 of the Article as the classifications are created.

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 Council contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

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

## 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.

## ARTICLE III

### DISTRICT RIGHTS

1.0 All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, and also all powers and rights which are not limited by the express terms of other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

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

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

c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, 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; and 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 designated as "Excluded" in Article I (Recognition), to do work which is normally done by employees covered hereby; and the methods of selection and assignment of such personnel;

f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra- curricular activities, and emergency situations; and the substantive and procedural rights and



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

obligations of students, parents, employees and the public with respect to such matters;

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

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement;

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

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

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

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

1.1 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.

1.2 It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Council or of the employees as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail.

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

1.3 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.

1.4 It is agreed that the contractual rights of the Council and of the employees are set forth in other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article V; provided, however, that nothing contained herein shall be construed to prevent the filing of grievances pursuant to Article V contending that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

**ARTICLE IV**  
**COUNCIL RIGHTS**

1.0 Access: Any authorized Council representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and expected length of visit. The representative shall not interrupt any employee's duties or assignments.

1.1 If an authorized Council representative wishes to observe the working and/or safety conditions at a particular site, he/she shall make prior arrangements to do so through the appropriate Maintenance and Operations office.

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

3.0 Released Time for Negotiations: No more than ten (10) negotiating team employee representatives designated by the Council shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement, provided, however, that there shall be no more than seven (7) such employees designated from the Maintenance & Operations Branch crafts. The Council and the District may agree that additional employees shall receive such released time.

4.0 Consultation: District management will meet with the Council and/or its appropriate credentialed representative for the sole purpose of consultation prior to the District making any significant changes in the assigned duties traditionally performed by the various crafts. Changes or revisions in class descriptions will be accomplished in accordance with Personnel Commission rules and procedures. The District shall also meet with the Council to consult prior to modifying any Board action which would remove Federal Social Security coverage for Unit members. Prior to implementing any decision to layoff Unit members as a result of the District subcontracting to third parties or agencies the functions historically performed by Unit members, the District shall first notify and upon request consult with the Council regarding the effects of such decision on Unit members represented by the Council.

5.0 List of Employees: The Council shall be provided twice yearly a current list of names, classifications, addresses and work locations of all employees covered by this Agreement. Hire date information for all Unit employees shall be provided on the same list or on a separate list which is periodically updated.

6.0 Job Stewards: At each work location, the Council will have the right to designate, pursuant to its own procedures, one employee per each craft to serve as the Job Steward. The Council shall have the right to designate, pursuant to its own procedures, one employee per each craft to serve as the Job Steward. The Council shall have the right to designate one Job Steward per Craft as a Craft's Chief Steward. The Chief Steward shall not be entitled to any additional privileges or rights under this agreement. The Council shall inform the Office of Labor Relations in writing of each employee so designated. The Job Steward shall have the right to:

## Article IV – Council Rights

a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 3.1 (Grievance Procedure), Article X, Section 3.0 and Section 5.0 (Evaluation Procedures).

In the absence of a designated Job Steward in a specific Area, upon request of the employee, the Area Facilities Services Director shall arrange for a Job Steward of the employee's choice from another craft in that Area to represent the employee.

b. On his/her own time to coordinate Council meetings, which may be held at the work site during unpaid time for any Unit employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

c. Post, initial, and date official Council notices on officially designated bulletin boards; and

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

7.0 The Council may use District facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available, and to the extent that such use of the facility will not interfere with normal District operations. Participating Unit employees will attend said meetings on their own time. Approval for use of the facility may be granted by mutual agreement between a representative of the Council and the individual who has control of the facility. If an agreement is not reached, the Council representative may appeal to the appropriate management administrator. Article V (Grievance Procedure) shall not be applicable to this paragraph.

8.0 Scope of Representation: The Council shall represent employees of this Unit as to wages, hours and other terms and conditions of employment as defined by and to the level consistent with Government Code Section 3543.2.

9.0 Committee Participation: When the Council is requested by the District to designate an employee to sit on a District-sponsored committee, that employee shall be given reasonable released time to attend meetings which are scheduled during their shift. Employees are expected to report to work before or after attendance, if practical.

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, neither the District nor any local school shall enter into any agreements or arrangements which directly cause the layoff by the District of permanent or probationary Unit E employees.

10.1 Once each school year, upon the Council's request and at the Council's cost, the District shall provide to the Council copies of all contracts for that school year entered into by the District with outside contractors for services which would otherwise be provided by employees of this Unit.

#### **Article IV – Council Rights**

11.0 Limited Term Employees: The District shall not employ limited term employees (as defined in Personnel Commission Rule 500) in classifications in this Unit, when to do so would directly cause the layoff of regular employees in this Unit.

12.0 The District agrees to provide to new regular employees, at the time of their orientation, any written materials furnished by the Council which explain the role of the exclusive representative. The District Office of Labor Relations reserves the right to review and approve the materials submitted by the Council, but said approval shall not be unreasonably withheld.

## 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. the Council on behalf of an identified employee(s); or
- c. the Council on its own behalf as to alleged violations of rights granted to the Council in this Agreement.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, included but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force, examination results and references, performance evaluations (except as set forth in Article X, Section 3.1), 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) are to be handled under appropriate statutory procedures rather than under 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 as determined by mutual agreement is filed by more than one employee, only one employee may process the grievance under this Article. The final determination of that grievance shall apply to the other pending grievances.

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

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is neither grievable nor subject to consideration by the Board of Review or that the grievance should be denied for other reasons which do not go to the merits of the grievance such as the untimely filing of the grievance.

2.0 When filing a grievance pursuant to Section 1.0 b and c above, the Council may attach to a completed grievance form a letter which provides additional information not requested or contained in the grievance form.

## **Article V - Grievance Procedure**

3.0 Representation Right 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 from the Maintenance and Operations Branch, having practical knowledge of and familiarity with the building trades crafts and classes to assume this responsibility. The grievant must be present at each step of the grievance procedure unless excused by the District with notice to the Council.

3.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Council-designated representative. A grievant shall also be entitled to represent himself or herself. In the event an employee elects to represent himself or herself, and/or has become involved in the procedural "steps" without consulting with or formally, in writing, requesting representation by the Council (or its representatives) with respect to the grievance issue(s) wherein the Council has not had reasonable opportunity to determine the merits of the grievance issues(s), the Council is thereby relieved of any obligation to represent the employee with respect to the grievance issue(s). Further, the Council shall not be obligated, after investigation and consideration of the facts pertaining to a grievance, if the Council deems it to have insufficient merit.

The supervisor and/or administrator shall have the right to be accompanied by a District representative or another Maintenance and Operations Branch supervisor and/or administrator having practical knowledge of and familiarity with the building trades crafts and classes. No respondent from a prior step meeting shall attend a subsequent step meeting. By mutual agreement other persons such as witnesses may also attend grievance meetings.

3.2 When a grievant is not represented by the Council, in processing a grievance, the District shall not agree to a final resolution of the grievance until the Council 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.

Notwithstanding the above, the pursuit of a grievance by a grievant not represented by the Council, and any resulting resolution of the grievance by settlement or withdrawal of the grievance shall not necessarily constitute a precedent as to the intent and understanding of this Agreement.

4.0 Release 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 or hearings 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 with mileage reimbursement, will be provided to the grievant, Job Steward, Board of Review members, and to any witness required to attend.

## **Article V - Grievance Procedure**

5.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Council, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing.

6.0 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.

7.0 "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.

8.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant is encouraged to make a reasonable attempt to resolve the dispute by presenting the grievance orally to the craft supervisor or equivalent and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.

9.0 Step One: Within fifteen (15) days, as defined in Section 7.0, after the grievant or Council knew or reasonably should have known of the concurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate administrator, on a form provided by the District, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

9.1 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.

10.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the grievant's division head 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 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.



## Article V - Grievance Procedure

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

12.0 Request for Board Review: If the Council is not satisfied with the decision at Step Three, the Council, with the concurrence of the grievant, may submit the matter to the Office of Labor Relations for a Board of Review. This request must be made within five (5) days after the termination of Step Three.

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

Within five (5) days from the date the request for a Board of Review 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 the chairman of the Board of Review. The chairman 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.

Lester Bergeson	George Marshall
Howard S. Block	Robert Meiners
E. Chester Brisco	William Levin
Thomas Christopher	Thomas Fair Neblett
Joseph Gentile	Marshall Ross
John Kagel	William Rule

The party who strikes the first name shall be determined by lot. If the chairman indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days, the parties shall proceed to select another chairman as indicated above. The District and the Council shall each pay one-half of the fees of the chairman of the Board of Review. Each party shall bear the expense of the presentation of its own case. All decisions and rulings shall be made by majority decision of the Board of Review.

13.1 The hearing shall be under the direction of the chairman 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. Sessions of the Board of Review shall be private with attendance limited to the members of the Board of Review, the parties to the grievance and their representatives, if any, and witnesses while testifying.

## **Article V - Grievance Procedure**

13.2 The Office of Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other services required by the chairman to assist the Board of Review in fulfilling its responsibilities.

13.3 Either party to the grievance may request that the proceedings be recorded at its own expense. If both parties desire a transcript, the costs of both reporter and transcript shall be equally shared.

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

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

14.0 Optional Preliminary Hearing on Issues That Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons that do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions), the District may use its claim to be heard and ruled upon by the Board of Review prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Council prior to the selection of the chairman. If the optional preliminary hearing is held, the District shall pay the fee of the chairman. Immediately after selection of the chairman for the preliminary hearing, either the Council or the District may require that a different chairman 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 Board of Review's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District, and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Council ten (10) days' notice of its intention to do so. Moreover, both the Council and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.1 Rescheduling/Cancellation Expenses: Should one of the parties request that 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 re-scheduling/ cancellation fee, if any shall be borne equally by the parties.

15.0 Limitations Upon the Board of Review : The Board of Review shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement or of this Article, but shall determine only whether or not there has been a violation of an express term of the Agreement as alleged in the grievance. The decision of the Board of Review shall be based solely upon the evidence and arguments presented to it by the respective parties in the presence of each other. Such written decision shall be prepared by the Board of Review and presented in writing to all parties within twenty (20) days after the conclusion of the hearing.

## **Article V - Grievance Procedure**

15.1 The decision shall contain written findings of fact and conclusions based on the findings. Such decision of the Board of Review shall not exceed the remedy sought by the grievant if otherwise appropriate. Minority reports, if any, shall use the same format and shall be submitted at the same time.

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

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

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

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

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

## **ARTICLE VI**

### **WORK STOPPAGE**

1.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Council agrees to the following:

a. Neither the Council nor its officers or business agents, nor its constituent unions signatory to this memorandum, their respective officers, agents or representatives shall cause, encourage, condone or participate in any strike, walk-out, slowdown or other work stoppage by employees of the District during the term of this agreement. In the event of an actual or threatened strike, slowdown or other work stoppage, the Council and its officers, representatives and business agents and its constituent unions signatory to this memorandum, their respective officers, agents or representatives will take all reasonable steps within their control to avert the same.

b. Any employee engaging in any strike, slowdown or other work stoppage during the term of this agreement shall be subject to discipline or termination under applicable law.

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

## **ARTICLE VII**

### **NON-DISCRIMINATION**

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

## ARTICLE VIII

### DUES DEDUCTION/AGENCY FEE

1.0 The District shall deduct and make appropriate remittance to the Council all dues and/or agency fees as required by the dues structure of the Council within thirty (30) days of the deduction, in accordance with the following:

a. Dues: The District shall deduct union dues for those Unit members who have the appropriate dues deduction card on file with the Payroll Services Branch of the Accounting and Disbursements Division.

b. Agency Fee: If a member of the Unit does not wish to join the Union, the District agrees to process a mandatory payroll deduction for agency fee upon receipt of a completed deduction authorization card from the Council. The agency fee deduction shall not exceed twice (two times) the individual employee's regular hourly rate.

c. Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or any Unit member whose personal belief system includes a sincere conscientious objection to joining or financially supporting employee organizations shall not be required to join or financially support the Council. Such employee shall, in lieu of a required agency fee, pay a sum equal to the agency fee to a non- religious, non-labor charitable fund exempt from taxation under Section 50 (c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Council. Any funds deducted pursuant to this sub-section shall be remitted to the Council for distribution to the appropriate non- religious, non-labor charitable fund(s).

d. The District shall not be liable to the Council by reason of the requirements of this Article for the remittance of payment other than that constituting the actual deduction made from the wages earned by the employee. The Council agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

The Council, in addition, agrees to refund promptly to the District any sum paid to it in error.

e. The District agrees that during the term of the Agreement as provided in this Article, the District will deduct for each employee twelve (12) times per year, the dues or agency fees, in the amounts specified by the Council.

## **Article VIII - Dues Deduction/Agency Fee**

f. Changes in the method or formula for determining the agency fees payable to the Council shall be determined pursuant to procedures established by the Council. However, any such change in method or formula for determining the agency fee which results in any increase in the amount of the agency fee shall be made only upon a two-thirds vote of the affected Unit members before becoming effective. Completed payroll deduction authorization cards reflecting changes in the amount of dues or agency fees must be delivered to the District by the Council at least thirty (30) calendar days prior to the beginning of the pay period the change is to take effect.

g. Employees who are hired into the Unit must commence paying the agency fee six months after hire. The District shall notify all new Unit members that they are required to pay dues or an agency fee, and that failure to pay dues or an agency fee will result in an automatic payroll deduction. The cost of the communication to Unit members and the responsibility for its distribution shall be borne by the District.

2.0 Use of Agency Fee: The Council agrees that the agency fee has been calculated based upon the Council's expenditures for collective bargaining, grievances and arbitrations, contract administration and representation, as these criteria have been approved by the courts. The Council shall provide the District with its calculations as to the determination of the amount of the agency fee.

The Council further agrees that the agency fee shall not include any expenses, either direct or indirect, for the following activities:

a. Training and voter registration, get-out-the-vote, and political campaigns.

b. Supporting and contributing to political organizations and/or candidates for public office.

c. Supporting and contributing to ideological causes and committees, including but not limited to ballot measures and foreign policy issues.

d. Supporting and contributing to charitable organizations.

e. Members-only benefits.

f. Litigation not related to bargaining unit matters, collective bargaining and representation of Unit E employees.

3.0 Notice to Agency Fee Payers: The Council agrees to comply with applicable law and to adopt appropriate procedures for implementing the agency fee agreement. If requested in writing, the Council shall establish a procedure with each local Union to give each agency fee payer a notice setting forth the following:

## **Article VIII - Dues Deduction/Agency Fee**

a. The amount the Council has determined constitutes the agency fee in relationship to the regular dues paid by a member.

b. How the Council determined the amount of the agency fee, including the basic financial data and specification of the expenditures that are considered as chargeable and non-chargeable activities.

c. A procedure for the agency fee payer to challenge the Council's calculations and receive a prompt decision by P.E.R.B. or an impartial third party selected by the Council.

4.0 Exclusive to Council: Payroll deductions for membership dues or agency fees, as the case may be, from employees shall be exclusive on behalf of the Council and no membership dues or agency fee deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).

5.0 Missed Deductions: In instances where a dues or agency fee deduction is not taken from an employee who has a valid deduction authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Council. No such payroll adjustment shall exceed one (1) month's dues or agency fee.



## ARTICLE IX

### HOURS AND OVERTIME

1.0 General Provisions: 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 assigned as required to meet the operational needs of the District.

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

1.2 Work Shifts: Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except in case of emergencies, employees' work shifts shall not be changed without written notice to the employee at least seven (7) calendar days prior to the date the change is to be effective. An employee's written request to their immediate administrator for up to seven (7) additional days of notice shall be granted.

1.3 Emergencies: Nothing herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. Emergencies shall be defined as Acts of God, flood, fire, power failure, other circumstances beyond the control of the District or an official emergency declared by the Board of Education. Emergency assignments shall not extend beyond the period of such emergency.

1.4 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week, four (4) consecutive-day schedule for 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 others assigned the same number of hours per week. Such a schedule change, however, will not occur without the concurrence of the employees as ascertained through the Council.

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

2.0 Overtime: An employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the employee's classification for the following work authorized and performed:

- a. Hours worked in excess of eight (8) in any workday (or if applicable, beyond ten (10) if a 4-10 schedule, nine (9) if a 9-80 schedule, etc.).

## Article IX - Hours and Overtime

b. Hours worked in excess of forty (40) in any workweek.

2.1 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.

2.2 There shall be a system established that will ensure that scheduled overtime is equitably distributed among qualified craft employees who are in the same classification and organizational work location and who volunteer to be on the call-back list. Upon request, employees shall have access to the scheduled overtime rotation list.

2.3 To the extent provided by applicable law, for the purpose of computing hours worked in a workweek, holiday, vacation, or paid leaves of absence shall be considered as time worked by the employee. Notwithstanding any other provision of this Agreement, in assigning overtime, the District retains the rights to assign overtime.

2.4 Compensation for Scheduled Overtime: Any employee required to perform work on a scheduled overtime basis on the employees's scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate.

### 3.0 Shift Differential:

3.1 The District agrees to continue its practice of paying flat- rated employees as follows: Employees who work one half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of 5 and one-half (5 ½%) percent; flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of eleven (11%) percent.

3.2 Except as provided in 3.3 below, non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of two steps on the salary schedule for their class.

3.3 Non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight and who are on the fifth step of the salary schedule of their class, shall receive a shift differential of five and one- half (5 ½%) percent. Such employees who work one-half or more of their assigned time between midnight and 7:00 a.m. and who are on the fourth or fifth step of the salary schedule for their class, shall receive a shift differential of eleven (11%) percent.

4.0 Call-in and Call-Back: Employees who are called back to work outside of their regular scheduled work hours shall receive overtime pay for the period commencing with their departure to the worksite and ending with their return home. Any employee called back to perform work outside his/her regular hours will be compensated for a minimum of four (4) hours pay at the overtime rate.

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

5.0 Meal Period: Employees 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.

6.0 Rest Period: Employees shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.

## ARTICLE X

### EVALUATION PROCEDURES

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

a. Probationary employees shall be given performance evaluations at least once during their probationary period.

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

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

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

b. The evaluator shall be at a supervisory level or higher. The evaluator, who normally will be the employee's immediate supervisor, shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at his/her option at the time of the conference or at a later date. Copies of the evaluation together with any attachments will then be distributed as follows: One (1) copy to the employee; one (1) copy to the personnel file; and one (1) copy to the evaluator.

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

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

3.0 Appeal: If a permanent employee disagrees with the evaluation, the employee shall have the right to appeal the evaluation in writing to the appropriate division head or designated representative within ten (10) working days of receipt of the evaluation. (The designated representative shall not be the individual who issued the performance evaluation or Notice of Unsatisfactory Service or Act). The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this

## **Article X - Evaluation Procedures**

appeal by the Council if the employee so desires.

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 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 Paragraphs a. and b. of Section 2.0, above, have not been followed.

5.0 Prior to taking disciplinary action (suspension, demotion, or dismissal) against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. Upon request, the employee shall be entitled to be accompanied at this meeting by a Council representative. Nonavailability of the employee or the Council representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

6.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall do so with no loss of pay and shall be paid appropriate mileage.

## ARTICLE XI

### TRANSFER PROCEDURES

1.0 For the purposes of this Article, "transfer" means a permanent change of location of an employee without a change of classification or a change of location of an employee without a change of classification which is intended at the time it is made to last ninety (90) calendar days or longer.

2.0 For the purposes of this Article, "location" means one of the following District-recognized Maintenance and Operations areas: District N1, N2, C1, C2, C3, S14, S2; North Project Unit; South Project Unit; Central Office (Beaudry Building, and the Facilities Environmental Technical Unit. It shall also mean any new area designated as a Maintenance and Operations area by the District.

2.1 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at any time at the discretion of the District, provided, however, that no employee shall be transferred as a disciplinary measure and provided further that a voluntary transfer under paragraph 2.2 is not practicable under the circumstances. Involuntary transfers shall be made in order of reverse seniority of the employees at the location from which the transfer is made. For purposes of this paragraph, "seniority" shall be an employee's District seniority in the classification at the time of transfer; except that any Job Steward designated pursuant to Article IV, Section 6.0, shall be deemed the most senior employee in the classification for purposes of involuntary transfer only.

2.2 Voluntary Transfer: The voluntary transfer procedure of this Section 2.2 shall be exhausted prior to the District filling a vacant position with a new employee from an eligibility list. An employee must have been assigned to the work location from which a transfer is sought for at least six (6) months prior to requesting a transfer. When an employee desires to transfer, the employee must fill out the appropriate District form and submit it to his/her Area Facilities Services Director/administrator for approval. Such approval shall not be deferred for more than three (3) months. Within five (5) days of receiving a request for transfer (change of work location) the District will provide the employee with an acknowledgement of receipt of such request. When a vacancy occurs at a location, the requesting employee with the highest seniority within the classification will be submitted to the Area Facilities Services Director/administrator at the location where the vacancy exists. The Area Facilities Services Director/administrator at the vacancy location may, within his/her discretion, either approve or reject the transfer. Upon written request within five (5) days by the employee rejected, the Area Facilities Services Director/administrator shall state the specific reasons for the rejection in writing and give a copy to the Branch/Division Director and employee. Upon written request by the employee to the Branch/Division Director, which must be made within five (5) days of the receipt of the Area Facilities Services Director's/administrator's statement of reasons, the Branch/Division Director or designee shall meet with the employee and, if desired, a Council representative to review the rejection. The decision of the Branch/Division Director or designee shall be final. When an employee's request for a transfer is rejected, the next most senior employee requesting a transfer shall be considered in accordance with the foregoing procedures. An employee's transfer request shall remain on file until he/she accepts a

## Article XI - Transfer Procedures

transfer, changes classification, rejects a transfer to his/her priority location or terminates employment. The District may fill the vacancy for which an employee seeking transfer has been rejected with another employee seeking transfer during the appeal process.

2.3 Cross-Area Transfers: When two Unit E employees request cross-area transfers of their positions, such transfers shall be granted when the following conditions are met:

- a. The employees are in the same classification.
- b. The employees' craft skills meet the needs of the area where each would transfer.
- c. No other employee has requested transfer under Section 2.2 of this Article.
- d. The Directors of both areas approve the cross-area transfers.

3.0 Probationary employees shall not be transferred during their probationary period unless as a result of a decision of the Branch Director.

4.0 Change of Location: An employee who is notified of a change in his/her work location which is not intended to exceed one-hundred (100) total work days annually shall receive three (3) working days notification.

4.1 The Council's designated steward who is notified of a change of his/her work location which shall not exceed one-hundred (100) total work days annually shall receive three (3) working days notification and upon request within three (3) working days of such notification, be entitled to a consultation with the appropriate administrator. The purpose of the consultation shall be to discuss the reason(s) for change of work location and to provide an opportunity for the administrator to hear and consider the employee's views on the matter. The employee may be represented by the Council or local union in this consultation.

## ARTICLE XII

### LEAVES OF ABSENCE

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

2.0 Rights Upon Return: Any employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken except that the employee may be transferred pursuant to Article XI (Transfer Procedures) if such a transfer would have been made if the employee had been on duty. An employee returning from a leave of more than ninety (90) days will have return rights to a position in his/her class.

3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.0 of this Article.

4.0 Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made at 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 resignation from service.

5.2 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) 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 another employee has been assigned to fill the employee's position at the site. Exceptions may be made at the sole discretion of the District.



## Article XII - Leaves of Absence

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) days but less than ninety (90) days, the employee should make every effort to notify the Classified Employment Transaction Services Branch of his or her intention to return, or request an extension of leave, if eligible. Failure to give such notice shall 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 parent, grandparent, or grandchild of the employee or of the employee's spouse, and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. For purposes of this Section, immediate family as defined above, shall also include step and foster relationships.

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

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

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

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

10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three years of age. Proper written application must be submitted to the Personnel Commission at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

## Article XII - Leaves of Absence

11.0 Illness Leave (Paid): An eligible employee shall be granted a leave of absence because of illness, injury, or quarantine of the employee. Employees shall also be granted a leave of absence for consultation or treatment with a recognized health care provider because of an existing illness or injury when the employee is unable to schedule such consultation or treatment outside of duty time.

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

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

11.3 At the beginning of the first pay period of each fiscal year upon initial regular employment, 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 Subject to the provisions of Sections 11.6 and 11.7 below, when a permanent employee is absent under this Section, 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 any 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 paid for more than the equivalent of six (6) days of full-pay illness leave until the first day following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.

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 questionable illness, injury, or disability under this Section before authorizing any compensation. The District shall make known to the employee the reason why an absence is being questioned prior to

## Article XII - Leaves of Absence

the employee being required to verify an illness, injury or disability.

11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed attending physician's statement or appropriate health form to the immediate administrator, and may be referred by the District for health approval prior to readmission.

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

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

11.10 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.

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

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

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

## Article XII - Leaves of Absence

e. Each employee who received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury 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 administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel.

12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 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 form to the Division 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. If the employee disagrees with the determination as to whether the injury was the result of an act of violence, the employee will have the right to appeal the determination in writing to the Deputy Director of the Division of Risk Management and Insurance Services or designee within ten (10) working days of receipt of the determination. The Deputy Director of the Division of Risk Management and Insurance Services or designee will reply in writing to the employee within fifteen (15) working days after receipt of the written appeal. Such decision shall be final and not subject to the Grievance Procedure. A determination that the injury is disabling beyond the sixty (60) day period and approval of the paid leave extension shall be contingent upon the employee qualifying for payment of temporary disability benefits under applicable workers' compensation laws. An employee may be required during the extended period to be evaluated by the District.

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 travel outside the State.

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

a. Death or serious illness of a member of the employee's immediate family. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. For purposes of this Section, the immediate family as defined above, shall also include step and foster relationships or a domestic partner;

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 an employee's child;

d. Religious holiday of the employee's faith;

e. Imminent danger to a member of the employee's immediate family or to the home of the employee either of which is occasioned by a disaster such as a 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. 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 or other authorized officer of a court or other governmental jurisdiction;
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
- (3) The employee must return to work in cases where it is not necessary to be absent the entire day. If, when the employee is excused by the court, less than two (2) hours remain in the employee's shift, the employee shall contact the craft supervisor who shall determine whether the employee may be excused for the remainder of the shift or must report back to work.

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

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

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

Denials of leave under this Section shall be in writing.

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

- a. 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 the Council;
- d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance; and
- e. The employee shall be required to verify the reason for absence in enough detail to enable the District to determine if the leave is within the parameters of this Section.

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 below, for a specific personal reason

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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.

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

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

16.0 Court Subpoena Leave (Paid): A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave shall be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned working day or week when his/her presence is not required pursuant to said subpoena.

17.0 Jury Duty Leave (Paid): A paid leave shall be granted to any employee required to render jury service in any court within the State. All jury fees received shall be remitted to the Accounting and Disbursements Division except mileage fees, jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings. Employees whose regular assignment is to other than the day shift will be

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reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned working day or week when his/her presence is not required for jury duty.

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

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

18.1 A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to utilize personal necessity leave under Section 13.0 of this Article.

19.0 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.

### 20.0 Miscellaneous Leaves:

20.1 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.

20.2 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.



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

20.4 Epidemics and Emergencies: An employee with regular status shall be paid his/her regular salary for any period during which he/she is unable to work at his/her 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 his/her customary or other reasonable and suitable duties at different work locations as designated by the District. Nothing contained herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

20.5 Maintenance Procedure No. G-R-14, "Repair of Personal Vehicle" dated December 17, 2009 shall remain in effect for the duration of this Agreement provided, however, that when extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their supervisor of such circumstances and obtain appropriate approval. District-paid time for repair of a personal vehicle subject to G-R-14 shall not exceed four (4) hours per incident and eight (8) hours per fiscal year.

21.0 Leave of Absence for Union Business: Any employee serving as an elected officer of the Council or its affiliates shall be granted a paid leave of absence subject to the following conditions:

a. The Council or its affiliates shall first make a written request to the Office of Labor Relations, identifying the specific employee(s) involved, their work location and the length of leave requested. If the leave requested is anticipated to exceed twenty (20) working days, the employee shall also complete a formal leave request form.

b. The Council or its requesting affiliates shall reimburse the District for all salary and benefit costs paid during the employees' period of absence from duties.

22.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 1250 working hours during the twelve (12) months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and hours or days worked during off-basis time shall count as "working hours". Family Care and Medical Leave absences of twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty-one (21) or more consecutive working days can be granted only by submission of a formal leave application to the Classified Employment Transactions Services Branch.

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22.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under 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 (3) 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.

22.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within 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.

22.3 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

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beginning date of the employee's first Family Care and Medical Leave. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. Any leave an employee takes for the reasons specified in Section 22.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full 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.

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

22.5 Notification: If the need for the Family Care and Medical Leave is foreseeable more than 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 (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment or supervision to avoid disruption to the District's operations. In giving notice, the employee must include the qualifying event for which the

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leave is needed, e.g., birth of a child, serious health condition of parent, etc.

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

**22.7 Restrictions:** In the event that parents who are both District employees each wish to take Family Care and Medical Leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be twelve (12) workweeks during a 12-month period, as defined in Section 22.3 above. These employees will still be eligible to take the remainder of their individual 12 workweek allotment for Family Care and Medical Leave for a purpose other than the birth, adoption or foster care placement of a child.

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

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

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

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

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

## **ARTICLE XIII**

### **WAGES AND SALARIES**

1.0 The Council and the District agree that the wages and salaries negotiated in good faith and specified in Appendices A & B of this Agreement meet the prevailing wage obligations of the District for the term of this Agreement.

## ARTICLE XIV

### HEALTH AND WELFARE

1.0 District Contribution Obligations: (as to all eligible District personnel): The District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix 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 agreements 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 vote a piece. The District shall provide resource staff as determined by the HBC, and shall provide adequate paid release time for those HBC members who are employees of the District.

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

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assignment shall be determined by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

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

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

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

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

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

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



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

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

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

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

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

h. Employees on "Continuation of Enrollment" pursuant to Section 7.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving a PERS/STRS retirement allowance.

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an un-enrolled 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.

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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 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” At least two of the documents listed in Section 5.1. b (9) below.
Child, to age <u>26</u> *	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age <u>26</u> *	Birth Certificate and income tax return showing dependent status
Adopted Child, to age <u>26</u> *	Adoption papers
Child who is a Legal Ward, to age <u>26</u> *	Court order establishing legal guardianship

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

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

## Article XIV - Health and Welfare

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 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

## Article XIV - Health and Welfare

the same plan as his/her spouse/domestic partner, thereby creating coverage for one as the employee and one as the dependent.

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

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

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

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

### 6.0 Life Insurance

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

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:

## Article XIV - Health and Welfare

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

## Article XIV - Health and Welfare

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

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

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

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

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

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

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

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

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

## Article XIV - Health and Welfare

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

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

### 10.0 Miscellaneous Provisions

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

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

### 11.0 Employee Assistance Program

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

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.

## Article XIV - Health and Welfare

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

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

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

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

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



## ARTICLE XV

### HOLIDAYS

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

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

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

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

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

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

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

## ARTICLE XVI

### VACATION

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

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

Employee's <u>Years of Service</u>	Vacation Accrual Factor Based on <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			
16 years but less than 17	.06539	x		
17 years but less than 18	.06923			
18 years but less than 19	.07308			
19 years or more	.07693			

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

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

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

37.5 hours but less than 40 hours .....	.04087
35 hours but less than 37.5 .....	.04379
less than 35 hours .....	.03846

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

## Article XVI - Vacation

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

1.4 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in eighteen (18) pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount (except that the employee shall continue to be credited with vacation during the year at the usual rate, but shall not carry forward into any subsequent year any unused vacation beyond the vacation cap amount). All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount."

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

By April 15 of each school year each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount.

The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 1.6 through 1.9 below. For those employees with vacation accrued from prior years, unless otherwise directed by the employee's appropriate administrator, the proposed vacation schedule shall include up to four (4) days of any District closure during the winter recess.

### 1.6

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

## Article XVI - Vacation

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

1.7 Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. Written ten (10) calendar days of receipt of an employee's requested modification to a previously approved vacation schedule, the appropriate administrator or designee shall provide a written acknowledgement either approving the employee's modified vacation schedule request, or disapproving the request and providing a basis in writing for that denial. Timely submitted requests for vacation schedule modification shall not be denied for reasons other than workload, scheduling conflicts, or where the requested vacation schedule would substantially interfere with the operation of the employee's work unit.

a. Should an employee's work shift change, any pre-approved vacation will be honored subject to the provision of Article XVI, Section 1.6.

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

1.9 The District shall be permitted (but not required) to schedule and require any employee with vacation accrued from prior years to take vacation under the following circumstances:

a. On up to four (4) days designated by the District during the employee's assignment period;

b. When the employee fails to provide an annual vacation schedule per 1.5 above;

c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in 1.8 above; and

d. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline).

## **Article XVI - Vacation**

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

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

### **1.12**

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, but at the employee's salary rate in effect as of June 30, 1995.

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

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

1.13 Except as set forth in 1.12 above with respect to employees' 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as a lump sum at the employee's salary rate at the time of such separation (pursuant to 1.11 above).

### **1.14 Attendance Incentive Plan**

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

## **Article XVI - Vacation**

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

## ARTICLE XVII

### **SAFETY CONDITIONS**

1.0 The District shall be responsible for providing working conditions which conform to applicable law, including all Cal/OSHA regulations. Employees shall be responsible for complying with safety procedures and practices and for reporting to the immediate supervisor as soon as possible any unsafe condition, facility, or equipment. At each Maintenance and Operations Area and major work site, there shall be posted the name of an individual designated by the District to receive employee reports of unsafe conditions. There shall be no reprisal against an employee for reporting an unsafe condition, facility or equipment.

## ARTICLE XVIII

### TOOL REPLACEMENT

1.0 Subject to 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) employees' tools which are broken or damaged in District service or lost through verified theft from District property not the result of the employee's negligence. Such tools must be those of the employee and must be listed on approved inventory lists. Broken or damaged tools will become the property of the District. The newly replaced tools will become the property of the employee. The District shall not require any employee to provide any power- operated tools.

2.0 It is understood that employees will be responsible for taking good care of their tools and that they will be held responsible for carelessness, neglect, and misuse. The District reserves the right to review cases where there are repeated or high frequency claims for tools.

3.0 If employees' tools are damaged beyond repair or stolen, the replacement value of the tools, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a \$50 deductible. Claims of less than \$50 shall not be processed. The maximum payment for any one loss shall not exceed \$1000. Losses in excess of \$1000 but not to exceed \$3000 may be reimbursed only with the prior approval of the Branch Head. A written request for reimbursement for damage to or theft of tools shall be filed by the employee with the Risk Finance and Insurance Section, Attention: Employee Reimbursement Program, within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the Area Facilities Services Director/Manager. The Risk Finance and Insurance Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval of the use of tools was given before the tools were brought to the school or office or other District property and only when the value of the tools was agreed upon by the employee and the supervisor and approved by the Area Facilities Services Director/Manager.

4.0 Where the claim involves a theft, the employee must submit a police report and include the DR number in the claim.

5.0 The employee must assign to the District the right of subrogation to the extent of any payment made by the District.



## ARTICLE XIX

### REIMBURSEMENT FOR MILEAGE EXPENSES

1.0 Employees shall be reimbursed for mileage expenses in accordance with the District established procedures except as set forth below.

2.0 Mileage Rate: Employees who use their personal vehicle for District business shall be reimbursed the Internal Revenue Service established standard business rate for all miles driven in District service.

3.0 Daily Flat Rate: In recognition of the fact that many unit employees regularly use their own vehicle to haul District materials, tools, supplies and equipment, employees assigned to one of the classes below shall be eligible for "flat rate" mileage in addition to the per mile reimbursement specified in 2.0 above. Flat rate mileage shall be authorized for eligible field assigned employees for each day or part of a day of such use of their personal vehicle. Those eligible employees regularly assigned shall receive flat rate mileage each day their personal vehicle is driven in District service. The rates shall be \$8.00 per day for a passenger car or station wagon, and \$11.00 per day for a pick-up truck or van. In the event that Maintenance & Operations receives the anticipated 3% increase in the 2015-2016 year in the *Ongoing & Major Maintenance Account* (RMA: Education Code Section 17070.5), effective July 1, 2015, the amount for vehicles hauling in excess of 200 pounds shall increase to \$14.00 per day for District authorized materials, tools, supplies and equipment. Disputes regarding the weight of materials, tools, supplies and equipment shall be subject to expedited arbitration.

Apprentice Electrician

Apprentice Plumber

Asbestos Abatement Assistant

Carpenter

Electrician

Elevator Inspector

Fire Equipment Servicer

Glazier

Hand Grader

Hardwood Floor Worker

Heating and Air Conditioning Inspector

Insulator/Asbestos Abatement Worker

Lawn Sprinkler Fitter

Locksmith

Maintenance Worker

Painting Inspector

Plumber

Pressure Vessel Welder

Radio Communication Technician

Roofer

Apprentice Heating & Air Conditioning Fitter

Apprentice Sheet Metal Worker

Asbestos Surveyor

Electrical Inspector

Electronics Technician

Equipment Mechanic

Floor Covering Installer

Gym/Playground Equip. Installer

Hardware Inspector

Heating & Air Conditioning Fitter

HVAC Test Technician

IT Electronics Comm. Tech.

Light Gauge Metal Inspector

Machinist

Painter

Plasterer and Cement Finisher

Plumbing Inspector

Projector Technician

Refrigeration Fitter

Roofing Inspector

## Article XIX -Reimbursement For Mileage Expenses

Senior Carpenter	Senior Floor Covering Installer
Senior Electrician	Senior Heating and Air
Senior HVAC Test Technician	Conditioning Fitter
Sr. Insulator/Asbestos Abatement Wkr	Senior IT Electronics Comm. Tech.
Senior Locksmith	Senior Metal Worker
Senior Painter	Senior Plumber
Senior Roofer	Sheet Metal Worker
Sign Designer	Steel Inspector
Steeplejack	Telecommunications Systems Technician
Tile Layer	Tile Layer Helper
Toolsharpener	Upholsterer
Welder	

3.1 Unit employees in a classification not specified above may also qualify for flat rate mileage on occasion based upon a special assignment as authorized by the Division head or designee.

4.0 Reimbursement for Damaged Vehicles: Employees shall be reimbursed for damaged or vandalized personal vehicles as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Division of Risk Management and Insurance Services may, upon application (see g. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. The District shall pay the cost of repairing the loss from damage to an employee's vehicle as a result of the malicious act of another and without fault of the employee while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities (not including claims for collision).

b. Vehicles damaged beyond repair shall be reimbursed at their actual value (up to \$1000) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

d. A request for reimbursement shall be submitted to the Property Claims Section on a District-approved Request for Reimbursement form co-signed by the employee's branch administrator within 60 calendar days of the loss.

## **Article XIX -Reimbursement For Mileage Expenses**

e. A report of the damage shall be made to the police in the jurisdiction where the damage occurred and the police department report number shall be provided on the Request for Reimbursement form. Two estimates of the report cost shall also be provided.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Property Claims Section denies a request for reimbursement, an employee may file an appeal to the Division of Risk Management and Insurance Services.

h. Reimbursement hereunder shall be subject to any applicable limitations of law.

## ARTICLE XX

### TUITION AND REIMBURSEMENT

1.0 The District shall, subject to the conditions set forth below and within the budgeted amounts for this Unit, grant to permanent Unit employees tuition reimbursement and/or reimbursement for books or consumable materials specifically identified in writing in the course description as required for course completion under the conditions identified below:

a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

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

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

d. The course(s) or program shall not be taken during the employee's assigned duty hours.

e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

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

g. At the District's discretion, all books or unused materials for which the District provides reimbursement shall be returned by the employee to the District for reuse by other employees prior to the District providing any reimbursement therefore.

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

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

## **Article XX – Tuition and Reimbursement**

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

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

1.0 The Council agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Council 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 subject or matters may not have been within the knowledge or contemplation of either or both the District or the Council 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 XXII

### TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2017.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Council at any time after January 1, 2017. Such negotiations shall commence as soon as reasonably practicable after a request to commence negotiations is made, but in no event more than ten (10) days from the date of the request, absent mutual agreement to extend this time.

## APPENDIX A

### WAGES AND SALARIES

1.0 The salary for all classes shall be as set forth in Appendix B.

2.0 Salary Differentials: An earned salary differential in addition to the regular rate of pay specified in Appendix B shall be paid to affected employees under the conditions and in the amounts specified in this Article.

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

b. 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 and for which payment shall be continued during paid absences of the employee.

c. Short-term Salary Differentials as designated in this Article shall be for the performance of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

2.1 Shift Differentials shall be granted as described in Article IX, Section 3.0, Hours and Overtime, and shall be considered long-term differentials. An employee regularly assigned to a work shift for which a salary differential is paid shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to a work shift not entitled to such compensation.

2.2 Spray Painting Differential: Employees in the Painter class performing four (4) or more hours of spray painting work in one day shall be granted a short-term salary differential for which compensation shall be at that rate specified for Spray Painter in Appendix B of this Agreement. Excluded from qualifying for this salary differential shall be spray painting work for furniture finishing and refinishing; game lines on playground surfaces; parking, traffic, or similar lines; and mastic on bleacher seats, sandboxes, porches, steps, and similar facilities.

2.3 Leader Differential: A short-term salary differential of three and one-half percent above the regular rate of pay shall be paid to an employee temporarily assigned supervisory responsibility over a crew of three (3) or more other employees who work in the leader's immediate presence at one site and in the absence of another supervisory employee, subject to the following:

a. A leader differential shall not be granted if supervision is exercised over other employees in those classes for which the leader's class normally has supervisory responsibility.

b. Leaders may be assigned only in classes approved by the division head.



## Appendix A – Wages and Salaries

c. Whenever practicable, leaders shall be selected from the appropriate eligibility list as determined by the division head or his/her designee.

d. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration.

### 2.4 Senior/Supervisory Differential in Job Cost Payroll Classes:

A salary differential shall be paid to employees assigned during a temporary absence of a senior or supervisor from a position on the Job Cost Payroll, subject to the following:

a. Assignments under this Section will be made at the district's discretion. However, if at the time the assignment is made, the assignment is anticipated to last more than twenty (20) consecutive working days, the assignment may be made at the District's discretion only upon District certification that (1) there is no appropriate senior or supervisor eligibility list or, (2) employees on the appropriate senior or supervisor eligibility list are not available.

b. The employee must perform the higher-level duties for at least five (5) working days in a pay period or at least five (5) consecutive working days.

c. The discretionary assignment of any one employee to perform the higher level duties shall not exceed ninety (90) consecutive working days in duration. Payment of the differential authorized under this Section shall be continued during paid absences of the employee, if any, whenever the assignment is for more than twenty (20) consecutive working days.

d. The amount of the salary differential shall be five percent (5%) for an employee assigned as a senior in a directly related higher class; fifteen (15%) percent for an employee regularly assigned in a qualified journey-level class who is assigned as a supervisor in a directly related class. For an employee regularly assigned in a senior class who is assigned as a supervisor or craft technical supervisor in a directly related class, the employee shall be paid the lesser of a nine and one-half (9½ %) percent differential OR the regular rate for the supervisor or craft technical supervisor classes to be expressed as a percentage above the employee's current salary rounded to the nearest tenth (1/10) of a percent. The "regular rate" shall be either the flat rate for the supervisory/craft technical supervisor class or the step which is next highest to the employee's rate in the senior class. Regular vacancies for senior/supervisory positions shall be filled pursuant to Personnel Commission Rules.

3.0 Salary Placement: Entry level placement on the salary schedule shall be the lowest step of the schedule authorized by the District for the classification or at the hourly rate established for the classification.

## **Appendix A – Wages and Salaries**

### **4.0     Step Advancement on the Salary Schedule:**

a.       A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years as of 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.

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

- 1)       Limited term assignments in the same, equal or higher class.
- 2)       In the event of demotion following promotion to a regular position time spent in a higher class.
- 3)       Time spent on leave resulting from an industrial accident or illness leave.

5.0     Salary Placement Upon Promotion or Reclassification:     Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay 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 advancement will thus be established.

6.0     All employees shall receive semi-monthly payment of wages and salaries.

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

7.1     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.

7.2     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.

7.3     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.

## Appendix A – Wages and Salaries

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

\$25 per pay period (equivalent to \$.15625 per hour) after 10 years  
\$30 per pay period (equivalent to \$.18750 per hour) after 15 years  
\$35 per pay period (equivalent to \$.21875 per hour) after 20 years  
\$45 per pay period (equivalent to \$.28125 per hour) after 25 years  
\$50 per pay period (equivalent to \$.31250 per hour) after 30 years  
\$55 per pay period (equivalent to \$.34375 per hour) after 35 years

There shall be an additional \$5.00 per pay period increment for each additional five (5) years of qualifying District service.

### 8.0 Commuting Incentive:

a. District-approved rideshare participants shall be guaranteed a ride home by the District should a family emergency develop or the District require that they work beyond their normal shift.

b. District-approved rideshare participants who are required to use a vehicle in the performance of their job shall receive priority for use of a Board vehicle.

## UNIT E - 2016-2017 SALARY SCHEDULE

## APPENDIX B

Class Code	Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Hourly
8745	Apprentice Heating and Air Conditioning Fitter	\$18.42318	\$21.99936	\$25.33974	\$28.86875	\$32.40562	
8737	Apprentice Painter						
8744	Apprentice Plumber						
8722	Apprentice Sheet Metal Worker						
1446	Architectural Designer	\$25.34497	\$26.77315	\$28.29016	\$29.86209	\$31.56871	
1451	Architectural Drafting Technician	\$20.88276	\$22.05196	\$23.33216	\$24.66638	\$26.02408	
3792	Asbestos Abatement Assistant	\$19.90243	\$21.03312	\$22.20773	\$23.47015	\$24.79445	
3790	Asbestos Surveyor	\$18.76636	\$19.83197	\$20.94196	\$22.12541	\$23.37692	
1766	Assistant Mechanical Engineer	\$28.29016	\$29.85894	\$31.56835	\$33.34361	\$35.21710	
1841	Assistant Structural Engineer	\$28.29016	\$29.85894	\$31.56835	\$33.34361	\$35.21710	
1845	Associate Structural Engineer	\$36.84454	\$38.90174	\$41.12913	\$43.43921	\$45.88159	
3436	Carpenter						\$33.09900
1556	Civil Engineering Designer	\$25.34497	\$26.77315	\$28.29016	\$29.86209	\$31.56871	
1571	Civil Engineering Drafting Technician	\$20.88276	\$22.05196	\$23.33216	\$24.66638	\$26.02408	
3734	Compressor & Pneumatic Tool Operator						\$28.33193
1721	Electrical Engineering Designer	\$25.34497	\$26.77315	\$28.29016	\$29.86209	\$31.56871	
1666	Electrical Inspector						\$39.31298
3321	Electrician						\$34.68000
1581	Engineering Aide	\$17.72298	\$18.73677	\$19.76536	\$20.88148	\$22.04956	
3649	Equipment Mechanic	\$17.78218	\$18.79597	\$19.83938	\$20.94974	\$22.14816	
3654	Fire Equipment Servicer	\$17.75997	\$18.76636	\$19.83197	\$20.94216	\$22.11024	
3441	Floor Covering Installer						\$29.73168
3481	Glazier						\$33.69400
3651	Gym and Playground Equipment Installer	\$24.84915	\$26.28475	\$27.74995	\$29.32355	\$30.96950	
3751	Hand Grader						\$28.33193
1691	Hardware Inspector						\$33.51046
1816	Hardware Specification Writer	\$25.25769	\$26.68882	\$28.16883	\$29.78145	\$31.45693	
3396	Hardwood Floor Worker						\$33.09900
3347	Heating and Air Conditioning Fitter						\$36.12500
1671	Heating and Air Conditioning Inspector						\$38.22834
3342	HVAC Test Technician						\$36.51413
3189	Insulator/Asbestos Abatement Worker						\$33.22005
3534	IT Electronics Communications Technician	\$27.00256	\$28.51215	\$30.13273	\$31.83419	\$33.61666	
3875	IT Trainee	\$20.62377	\$21.82257	\$23.05835	\$24.33117	\$25.70756	
1876	Land Surveying Aide	\$24.66415	\$26.02576	\$27.50576	\$29.07325	\$30.71160	
1871	Land Surveying Assistant	\$26.02576	\$27.50576	\$29.07457	\$30.71160	\$32.44099	
3383	Light Gauge Metal Inspector						\$43.53783
3446	Locksmith						\$30.88475
3606	Lumberyard Operator	\$21.27496	\$22.48116	\$23.76135	\$25.08356	\$26.51712	
3521	Machinist						\$33.52400
3780	Maintenance Worker	\$19.40617	\$20.50706	\$21.62499	\$22.87414	\$24.15127	
3775	Maintenance Worker (Restricted)	\$19.40617	\$20.50706	\$21.62499	\$22.87414	\$24.15127	
3456	Mill Carpenter						\$33.09900
3431	Mill Filer						\$33.09900
3711	Outdoor Education Center Maintenance Worker	\$20.23378	\$21.36344	\$22.58605	\$23.86889	\$25.23198	

## UNIT E - 2016-2017 SALARY SCHEDULE

## APPENDIX B

Class Code	Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Hourly
3476	Painter						\$27.61375
1696	Painter Inspector						\$32.14517
3331	Plasterer and Concrete Finisher						\$31.34395
1590	Playground Facilities Designer	\$17.72298	\$18.73677	\$19.76536	\$20.88148	\$22.04956	
3344	Plumber						\$35.68300
1676	Plumbing Inspector						\$38.22834
3552	Projector Technician	\$23.56156	\$24.87137	\$26.26257	\$27.74587	\$29.33114	
3557	Radio Communication Technician						\$33.16914
3361	Refrigeration Fitter						\$36.12500
1623	Relocatable Housing Coordinator	\$27.83876	\$29.39275	\$31.05775	\$32.83542	\$34.70131	
3491	Roofer						\$29.59700
3282	Roofing Inspector						\$32.89609
3401	Senior Carpenter						\$35.58143
3306	Senior Electrician						\$37.30154
3656	Senior Fire Equipment Servicer	\$19.08457	\$20.16498	\$21.31936	\$22.51224	\$23.76377	
3406	Senior Floor Covering Installer						\$34.86896
3426	Senior Glazier						\$36.24880
3737	Senior Hand Grader						\$30.46453
3329	Senior Heating and Air Conditioning Fitter						\$38.80958
3340	Senior HVAC Test Technician						\$39.27505
3783	Senior Insulator/Asbestos Abatement Worker						\$35.71905
3532	Senior IT Electronics Communications Technician	\$29.04496	\$30.65816	\$32.38233	\$34.20072	\$36.15763	
3411	Senior Locksmith						\$33.22058
3351	Senior Metal Worker						\$40.21143
3309	Senior Mill Carpenter						
3421	Senior Painter						\$29.67304
3311	Senior Plumber						\$38.33473
3537	Senior Projector Technician	\$25.29315	\$26.74354	\$28.23095	\$29.81659	\$31.53079	
3484	Senior Roofer						\$31.81523
3302	Senior Tile Layer						\$34.92652
3386	Sheet Metal Worker						\$37.38996
3485	Sign Designer						\$30.37788
3370	Skip Load Operator						\$36.32050
1641	Steel Inspector						\$50.18986
3327	Steeplejack						\$28.69104
3453	Sticker Operator						\$33.09900
3558	Telecommunications Systems Technician	\$25.23396	\$26.63995	\$28.14956	\$29.74831	\$31.41702	
3381	Tile Layer						\$32.44324
3786	Tile Layer Helper						\$26.93429
3466	Toolsharpeners						\$28.27683
3366	Tractor and Roller Operator						\$36.32050
3367	Tractor Operator						\$36.32050
3679	Upholsterer	\$20.07217	\$21.22359	\$22.99297	\$24.30561	\$25.66117	
3391	Welder						\$35.43324

## **APPENDIX C**

### **UNIT E MEMORANDUM OF UNDERSTANDING 2014-2017**

This Memorandum of Understanding (MOU) is made and entered into this 26th day of February, 2015 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles/Orange Counties Building & Construction Trades Council ("Trades Council") for employees in Unit E (Skilled Crafts).

Pursuant to the parties' 2011-2014 Agreement, the District and the Trades Council have met and negotiated in good faith and have completed their negotiations on items previously sunshined. The term of this Agreement shall cover a period through June 30, 2017 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice).

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

1. Article I – Recognition
2. Article XI – Transfer Procedures
3. Article XII – Leaves of Absence
4. Article XIII – Wages and Salaries
5. Article XIV – Health and Welfare
6. Article XVI – Vacation
7. Article XVII – Safety Conditions
8. Article XVIII – Tool Replacement
9. Article XIX – Reimbursement for Mileage Expenses
10. Article XX – Tuition and Reimbursement
11. Article XXII – Term of Agreement

The above is subject to ratification by the Trades Council membership of Unit E and to final approval by the LAUSD Board of Education.

Date of agreement: 2/26/15

Los Angeles Unified School District

Los Angeles/Orange Counties Building &  
Construction Trades Council

By: Vivian Ekchian  
Vivian Ekchian  
Office of Labor Relations

By: Chris Hannan  
Chris Hannan  
Council Representative

Adopted and approved by the Board of Education on \_\_\_\_\_, 2015.

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

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District", and the Los Angeles/Orange Counties Building and Construction Trades Council, which together with its officers and representatives will be referred to in this Agreement as the "Council".

### ARTICLE I

#### RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1, the Council has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District.

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

8726	Apprentice Electrician	1681	Earthwork and Paving Inspector
8745	Apprentice Heating and Air Conditioning Fitter	1721	Electrical Engineering Designer
8744	Apprentice Plumber	1666	Electrical Inspector
8722	Apprentice Sheet Metal Worker	3321	Electrician
1446	Architectural Designer	3546	Electronics Technician
1451	Architectural Drafting Technician	1668	Elevator Inspector
3792	Asbestos Abatement Assistant	1581	Engineering Aide
3790	Asbestos Surveyor	1588	Engineering Aide (Restricted)
1645	Assistant Construction Inspector	1783	Environmental Health and Safety Officer
1781	Assistant Environmental Health and Safety Officer	3649	Equipment Mechanic
1766	Assistant Mechanical Engineer	1906	Facilities Project Scheduler
1841	Assistant Structural Engineer	3654	Fire Equipment Servicer
1845	Associate Structural Engineer	3441	Floor Covering Installer
3194	Building Mover	3481	Glazier
3197	Building Mover Assistant	3651	Gym and Playground Equipment Installer
3436	Carpenter	3751	Hand Grader
3163	Central Shops Senior	1691	Hardware Inspector
1556	Civil Engineering Designer	3396	Hardwood Floor Worker
1571	Civil Engineering Drafting Technician	3347	Heating and Air Conditioning Fitter
3734	Compressor and Pneumatic Tool Operator	1671	Heating and Air Conditioning Inspector
		3342	HVAC Test Technician



## Article I – Recognition

3189	Insulator/Asbestos Abatement Worker	3783	Senior Insulator/Asbestos Abatement Worker
3534	IT Electronics Communications Technician	3532	Senior IT Electronics Communications Technician
3530	IT System Quality Assurance Specialist	3411	Senior Locksmith
1876	Land Surveying Aide	3351	Senior Metal Worker
1871	Land Surveying Assistant	3309	Senior Mill Carpenter
3601	Lawn Sprinkler Fitter	3421	Senior Painter
3383	Light Gauge Metal Inspector	3311	Senior Plumber
3446	Locksmith	3537	Senior Projector Technician
3606	Lumberyard Operator	3484	Senior Roofer
3521	Machinist	3386	Sheet Metal Worker
3780	Maintenance Worker	3485	Sign Designer
3775	Maintenance Worker (Restricted/Disabled)	3370	Skip Loader Operator
3456	Mill Carpenter	1641	Steel Inspector
3431	Mill Filer	3327	Steeplejack
3711	Outdoor Education Center Maintenance Worker	3453	Sticker Operator
3476	Painter	3558	Telecommunications Systems Technician
1696	Painting Inspector	3381	Tile Layer
3331	Plasterer and Cement Finisher	3786	Tile Layer Helper
1590	Playground Facilities Designer	3466	Toolsharpeners
3344	Plumber	3366	Tractor and Roller Operator
1676	Plumbing Inspector	3367	Tractor Operator
3349	Pressure Vessel Welder	3679	Upholsterer
3552	Projector Technician	3391	Welder
3557	Radio Communications Technician		
3361	Refrigeration Fitter		
1623	Relocatable Housing Coordinator		
3491	Roofer		
3282	Roofing Inspector		
3193	Senior Building Mover		
3401	Senior Carpenter		
3306	Senior Electrician		
3531	Senior Electronics Technician		
3656	Senior Fire Equipment Servicer		
3406	Senior Floor Covering Installer		
3426	Senior Glazier		
3737	Senior Hand Grader		
3329	Senior Heating and Air Conditioning Fitter		
3340	Senior HVAC Test Technician		

## Article I – Recognition

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

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

1.4 Job Codes for Apprentices for each of the Job Classes that have Joint Labor Management Apprenticeship programs will be added to Section 1.1 of this Article as the classifications are created.

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 Council contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

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

## ARTICLE XI

### TRANSFER PROCEDURES

1.0 For the purposes of this Article, "transfer" means a permanent change of location of an employee without a change of classification or a change of location of an employee without a change of classification which is intended at the time it is made to last ninety (90) calendar days or longer.

2.0 For the purposes of this Article, "location" means one of the following District-recognized Maintenance and Operations areas: District N1, N2, C1, C2, C3, S14, S25, 6, 7, or 8; Central Shops; Area 19; North Project Unit; South Project Unit; Central Office (Beaudry Building) and Asbestos Technical Unit the Facilities Environmental Technical Unit. It shall also mean any new area designated as a Maintenance and Operations area by the District.

2.1 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at any time at the discretion, provided, however, that no employee shall be transferred as a disciplinary measure and provided further that a voluntary transfer under paragraph 2.2 is not practicable under the circumstances. Involuntary transfers shall be made in order of reverse seniority of the employees at the location from which the transfer is made. For purposes of this paragraph, "seniority" shall be an employee's District seniority in the classification at the time of transfer; except that any Job Steward designated pursuant to Article IV, Section 6.0, shall be deemed the most senior employee in the classification for purposes of involuntary transfer only.

2.2 Voluntary Transfer: The voluntary transfer procedure of this Section 2.2 shall be exhausted prior to the District filling a vacant position with a new employee from an eligibility list. An employee must have been assigned to the work location from which a transfer is sought for at least six (6) months prior to requesting a transfer. When an employee desires to transfer, the employee must fill out the appropriate District form and submit it to his/her Area Facilities Services Director/administrator for approval. Such approval shall not be deferred for more than three (3) months. Within five (5) days of receiving a request for transfer (change of work location) the District will provide the employee with an acknowledgement of receipt of such request. When a vacancy occurs at a location, the requesting employee with the highest seniority within the classification will be submitted to the Area Facilities Services Director/administrator at the location where the vacancy exists. The Area Facilities Services Director/administrator at the vacancy location may, within his/her discretion, either approve or reject the transfer. Upon written request within five (5) days by the employee rejected, the Area Facilities Services Director/administrator shall state the specific reasons for the rejection in writing and give a copy to the Branch/Division Director and employee. Upon written request by the employee to the Branch/Division Director, which must be made within five (5) days of the receipt of the Area Facilities Services Director's/administrator's statement of reasons, the Branch/Division Director or

## Article XI - Transfer Procedures

designee shall meet with the employee and, if desired, a Council representative to review the rejection. The decision of the Branch/Division Director or designee shall be final. When an employee's request for a transfer is rejected, the next most senior employee requesting a transfer shall be considered in accordance with the foregoing procedures. An employee's transfer request shall remain on file until he accepts a transfer, changes classification, rejects a transfer to his priority location or terminates employment. The District may fill the vacancy for which an employee seeking transfer has been rejected with another employee seeking transfer during the appeal process.

2.3 Cross-Area Transfers: When two Unit E employees request cross-area transfers of their positions, such transfers may be granted when the following conditions are met:

- a. The employees are in the same classification.
- b. The employees' craft skills meet the needs of the area where each would transfer.
- c. No other employee has requested transfer under Section 2.2 of this Article.
- d. The Directors of both areas approve the cross-area transfers.

3.0 Probationary employees shall not be transferred during their probationary period unless as a result of a decision of the Branch Director.

4.0 Change of Location: An employee who is notified of a change in his/her work location which is not intended to exceed ~~ninety~~ one-hundred (90/100) total calendar work days annually shall, ~~upon request within~~ receive three (3) working days' of such notification, be entitled to a consultation with the appropriate administrator. The purpose of the consultation shall be to discuss the reasons for transfer and to provide an opportunity for the administrator to hear and consider the employee's views on matter. The employee may be represented by the Council in this consultation.

- a. The union's designated Steward who is notified of a change of his/her work location which shall not exceed one-hundred (90/100) total work days annually shall receive three (3) working days' notification and upon request within three (3) working days of such notification, be entitled to a consultation with the appropriate administrator. The purpose of the consultation shall be to discuss the reasons for change of work location and to provide an opportunity for the administrator to hear and consider the employee's views on the matter. The employee may be represented by the Council or Local Union in this consultation.



UNIT E

ARTICLE XII

LEAVES OF ABSENCE

20.5 Maintenance Procedure No. G-R-14, "Repair of Personal Vehicle" dated December 17, 2009 shall remain in effect for the duration of this Agreement provided, however, that when extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their supervisor of such circumstances and obtain appropriate approval. District-paid time for repair of a personal vehicle subject to G-R-14 shall not exceed four (4) hours per incident and eight (8) hours per fiscal year.

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**2013-2014**

All Unit E bargaining unit members shall receive a 2% off-schedule, lump-sum salary payment, on a one-time basis, based upon and limited to all actual 2013-2014 earnings paid on 2013-2014 base salary tables.

**2014-2015**

Effective July 1, 2014, all Unit E bargaining unit members shall receive a 2% across-the-board, on-schedule wage increase applied to, and based upon, current base salary tables.

**2015-2016**

Effective July 1, 2015, all Unit E bargaining unit members shall receive a 2% across-the-board, on-schedule wage increase applied to the 2014-2015 base salary tables. The increase is contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of this salary increase. If there are indications that such resources may not be feasible or sufficient, the District shall promptly give notice to the Los Angeles/Orange Counties Building & Construction Trades Council and immediately commence discussions of the issues and alternatives.

**2016-2017 Only**

Effective July 1, 2016, all Unit E bargaining unit members shall receive a 2.5% across-the-board, on-schedule wage increase applied to the 2015-2016 base salary tables. The increase is contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of this salary increase. If there are indications that such resources may not be feasible or sufficient, the District shall promptly give notice to Los Angeles/Orange Counties Building & Construction Trades Council and immediately commence discussions of the issues and alternatives.

Effective July 1, 2016, all Unit E bargaining unit members whose wages are listed on the California State Department of Industrial Relations, General Prevailing Wage Determination at <http://www.dir.ca.gov/oprl/PWD/index.htm> for the County of Los Angeles shall receive a wage adjustment based on 85% of the prevailing wage amount ("basic hourly rate") listed on March 1, 2016 if after the above-mentioned salary increases their salary steps remain less than 85% of the prevailing wage amount. The Maintenance Worker and Maintenance Worker (Restricted) shall use the Laborer Group 1 rate at 80% for such calculation. A credit shall be subtracted from the hourly wage if the health benefit annualized on an hourly basis provided by the District is greater than the hourly health benefit listed in the general prevailing wage determination used to calculate the employee's wage.

- The District's Maintenance and Operations Division is scheduled to receive an increase for the 2016-2017 year in its Ongoing & Major Maintenance Account to 3% of the District's General Fund (RMA: Education Code Section 17070.75) and the preceding offer is premised upon this expectation being actualized. If the division does not receive these funds, the District shall promptly give notice to the Los Angeles/Orange Counties Building Trades Council and immediately commence discussions of the issues.
- Notwithstanding the above provisions, an employee's wages shall remain below the wages of a supervisory classification within the employee's job family by an amount equivalent to 11%. If there are indications that this will not occur, the District shall promptly give notice to the Los Angeles/Orange Counties Building Trades Council and immediately commence discussions of the issues and alternatives.
- Limited salary reopener negotiations will be available in the 2016-2017 contract year to discuss the impact to Unit E bargaining unit members whose wages are not listed on the General Prevailing Wage Determination Table at <http://www.dir.ca.gov/oprl/PWD/index.htm>.

## **UNIT E**

### **ARTICLE XIV**

#### **Health and Welfare**

The District contribution rate for the current calendar year is funded in accordance with the 2012-2014 Health Benefits Agreement on Health and Welfare. The language of this article will be modified to the current agreement and then to the successor coordinated Health Benefits Agreement.



ARTICLE XVI

VACATION

1.6

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

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

1.7 Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. Within ten (10) calendar days of receipt of an employee's requested modification to a previously approved vacation schedule, the appropriate administrator or designee shall provide a written acknowledgement either approving the employee's modified vacation schedule request, or disapproving the request and providing a basis in writing for that denial. Timely submitted requests for vacation schedule modification shall not be denied for reasons other than workload, scheduling conflicts, or where the requested vacation schedule would substantially interfere with the operation of the employee's work unit.

a. Should an employee's work shift change, any pre-approved vacation will be honored subject to the provisions of Article XVI, Section 1.6.

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

1.9 The District shall be permitted (but not required) to schedule and require any employee with vacation accrued from prior years to take vacation under the following circumstances:

- a. On up to four (4) days designated by the District during the employee's assignment period;
- b. When the employee fails to provide an annual vacation schedule per 1.5 above;
- c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in 1.8 above; and
- d. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline).

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## UNIT E

## ARTICLE XVII

SAFETY CONDITIONS

1.0 The District shall be responsible for providing working conditions which conform to applicable law, including all Cal/OSHA regulations. Employees shall be responsible for complying with safety procedures and practices and for reporting to the immediate supervisor as soon as possible any unsafe condition, facility, or equipment. At each Maintenance and Operations Area and major work site, there shall be posted the name of an individual designated by the District to receive employee reports of unsafe conditions. There shall be no reprisal against an employee for reporting an unsafe condition, facility or equipment.

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UNIT E

ARTICLE XVIII

TOOL REPLACEMENT

1.0 Subject to 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) employees' tools which are broken or damaged in District service or lost through verified theft from District property not the result of the employee's negligence. Such tools must be those of the employee and must be listed on approved inventory lists. Broken or damaged tools will become the property of the District. The newly replaced tools will become the property of the employee. The District shall not require any employee to provide any power-operated tools.

2.0 It is understood that employees will be responsible for taking good care of their tools and that they will be held responsible for carelessness, neglect, and misuse. The District reserves the right to review cases where there are repeated or high frequency claims for tools.

3.0 If employees' tools are damaged beyond repair or stolen, the replacement value of the tools, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a ~~\$4050~~ deductible. Claims of less than ~~\$1050~~ shall not be processed. The maximum payment for any one loss shall not exceed ~~\$51,000~~. Losses in excess of ~~\$51,000~~ but not to exceed ~~\$253,000~~ may be reimbursed only with the prior approval of the Branch Head. A written request for reimbursement for damage to or theft of tools shall be filed by the employee with the Risk Finance and Insurance Services Section, Attention: Employee Reimbursement Program, within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the Area Facilities Services Director/Manager. The Insurance Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval of the use of tools was given before the tools were brought to the school or office or other District property and only when the value of the tools was agreed upon by the employee and the supervisor and approved by the Area Facilities Services Director/Manager.

4.0 Where the claim involves a theft, the employee must submit a police report and include the DR number in the claim.

5.0 The employee must assign to the District the right of subrogation to the extent of any payment made by the District.

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UNIT E

ARTICLE XIX

**REIMBURSEMENT FOR MILEAGE EXPENSES**

1.0 Employees shall be reimbursed for mileage expenses in accordance with the District established procedures except as set forth below.

2.0 Mileage Rate: Employees who use their personal vehicle for District business shall, ~~beginning July 1, 2008~~, be reimbursed the Internal Revenue Service established standard business rate for all miles driven in District service.

3.0 Daily Flat Rate: In recognition of the fact that many unit employees regularly use their own vehicle to haul District materials, tools, supplies and equipment, employees assigned to one of the classes below shall be eligible for "flat rate" mileage in addition to the per mile reimbursement specified in 2.0 above. Flat rate mileage shall be authorized for eligible field assigned employees for each day or part of a day of such use of their personal vehicle. Those eligible employees regularly assigned ~~to shops~~ shall receive flat rate mileage each day their personal vehicle is driven in District service. The rates shall be ~~\$78.00~~ per day for a passenger car or station wagon, and ~~\$911.00~~ per day for a pick-up truck or van. In the event that Maintenance & Operations receives the anticipated 3% increase in the 2015-2016 year in the Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75), effective July 1, 2015, the amount for vehicles hauling in excess of 200 pounds shall increase to \$14.00 per day for District authorized materials, tools, supplies and equipment. Disputes regarding the weight of materials, tools, supplies and equipment shall be subject to expedited arbitration.

(Add classifications of Apprentice Electrician, Apprentice Plumber, Apprentice Heating and Air Conditioning Fitter and Apprentice Sheet Metal Worker to the list.)

~~3.1 Employees in the following apprentice classifications shall become eligible for "flat rate" mileage during the last six months of indenture:~~

<del>Apprentice Electrician</del>	<del>Apprentice Sheet Metal</del>
<del>Apprentice Plumber</del>	<del>Worker</del>
<del>Apprentice Heating and Air</del>	
<del>Conditioning Fitter</del>	

UNIT E

ARTICLE XX

TUITION AND REIMBURSEMENT

1.0 The District shall, subject to the conditions set forth below and within the budgeted amounts for this Unit, grant to permanent Unit employees tuition reimbursement and/or reimbursement for books or consumable materials specifically identified in writing in the course description as required for course completion under the conditions identified below:

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f. Tuition reimbursement shall be limited to a maximum of \$61,000 for any individual employee during any twelve (12) month period.

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ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2017.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Council at any time after January 1, 2017. Such negotiations shall commence as soon as reasonably practicable after a request to commence negotiations is made, but in no event more than ten (10) days from the date of the request, absent mutual agreement to extend this time.

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## APPENDIX D

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

#### **I. PURPOSES**

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

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

#### **II. ROLE AND OPERATIONS OF THE HEALTH BENEFITS COMMITTEE ("HBC")**

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



Agreement.

3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBC and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval, which shall not be withheld except for good and sufficient cause.

4. Calculations of Defined District Total Annual Contribution: For purposes of adjusting the District's increased contribution for any given calendar year to account for increases or decreases in benefited participants (excluding AB528, COBRA and Charter School Participants, but including opt-out participants) as set forth below, the District's aggregate estimated contributions set forth below have been converted to a "per participant" contribution geared to the percentage change in the aggregate estimated contribution as compared to the prior year, and relating to the number of benefited participants who are active employee enrollees, enrolled pre-Medicare-eligible retirees, and enrolled Medicare-eligible retirees based upon the SAP census data. The total net cost shall be calculated based on the actual per capita cost of active employees plus the actual per capita cost of retirees compared to the previous year's cost per capita, multiplied by the actual enrollment of active and retired participants. Increases or decreases in active or retiree enrollment shall not be the risk of either party, only the increase in per capita costs.

5. Components of District Contribution: The District's annual "total contribution" or "total aggregate contribution" amounts as set forth throughout this Agreement represent the complete and total amount of such contribution from all sources. Therefore, while sources such as interest earned on the health fund, Medicare D reimbursements, or any other rebates or refunds, e.g. EGWP savings, may be utilized by the District to contribute to its total contribution amounts, they shall not be utilized to increase such contribution obligations beyond the amounts set forth herein.

6. Administrative Costs: The requirement that health benefit expenses "live within" the annual budget as established by the District's annual contribution set forth below shall include, as an expense to be covered by the health fund, any costs associated with administration of the health fund with the expenses and contributions to be evaluated on an incurred basis. By May 15 of each plan year covered by this Agreement, the District shall provide the HBC with an itemized report on the administrative costs incurred in the previous plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions of the HBC and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and the HBC shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work and estimated costs.

7. Unspent Reserve Funds: Any unspent funds in the health fund (after all of the prior year's costs have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year. Such Plan funds are referred to herein as the "reserve fund," the "reserve account," the "carryover balance(s)," or the "beginning balance(s)." Such a balance is one-time money that shall be applied the following year to offset increases in benefits costs, if needed. Conversely, if actual costs for any given year exceed the District's defined total aggregate contribution, such amount shall be deducted from the District's contribution obligation for the following year.

8. HBC's August 1 Obligations: The HBC shall take action and the parties shall ratify agreements by August 1 of the prior year, that result in a total projected health benefits cost for the

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

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

### **III. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND**

1. Quarterly Report: The Plan Consultant/District shall report to the HBC and all participating unions/associations on a quarterly basis regarding the status of the Health Fund. Specifically, such reports shall indicate whether the full accrued or incurred (i.e., this means that expenses are to be recognized in the period they are accrued/incurred regardless of when they are paid) expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover "reserve fund" balances (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.

2. Required Plan Design Changes: If any two consecutive reports project a shortfall, the HBC shall act immediately to implement plan design changes pursuant to this Agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take such action, or if the District asserts that the proposed HBC action is insufficient to avoid a deficit, the dispute resolution procedure in section V-2 (Expedited Arbitration Process) shall apply.

3. Deduction From Contribution For Following Year: If any of the foregoing actions does not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

### **IV. CONTRIBUTIONS TO THE HEALTH FUND: CALENDAR YEARS 2015, 2016, AND 2017 (AND AUTOMATIC EXTENSION BASED ON CONTINGENCIES FOR 2018)**

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

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

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



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

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

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

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

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

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

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

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

## **V. DISPUTE RESOLUTION PROCEDURES**

1. The following kinds of disputes are to be subject to the identified resolution procedures set forth below:

- a. If the HBC fails to take action by August 1 of any given year to contain health and welfare benefit costs within the District contribution obligations/limits, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligations/limits ("within the budget" as set forth above) or over whether the District has fulfilled its contribution obligations under this Agreement, see expedited arbitration process in section 2 below;
- b. If there is a dispute as to whether the Board of Education has withheld approval of a timely-submitted HBC-negotiated vendor contract without good and sufficient cause, see section 3 below;
- c. There is a claim asserted by the District that a planned change is illegal (see section 4 below);
- d. There is a claim asserted by the District that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future plan participants (see section 5 below); or

2. Expedited arbitration process for resolving disputes as to whether proposed plan changes will contain Health and Welfare costs within the budget or whether the District has fulfilled its contribution obligations under this Agreement:

- a. The issues in dispute regarding whether proposed plan design changes will contain health and welfare costs within the budget and/or whether the District has fulfilled its contribution obligations under this Agreement shall immediately be submitted to expedited binding arbitration before a three-person panel comprised of one union/HBC representative, one District representative and a third neutral panel member agreed upon by the first two panel members or, failing that, from a list provided by the California State Mediation and Conciliation Service. Such selection shall occur within three (3) work days of August 1.
- b. Such arbitration shall occur within five (5) work days of August 1.
- c. The sole issues for arbitration shall be (i) whether the HBC's plan design recommendations come within the District contribution obligation plus carryover "reserve fund" balances (if any), and/or (ii) whether the District has fulfilled its contribution obligations under this Agreement. The arbitration panel shall have no authority to increase the District's contribution as set forth in this Agreement. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
- d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to seven (7) working days from the date of the

panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined total aggregate contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the District's contribution obligation plus carryover balances, if any, which shall be binding on the parties.

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

- a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC-designated vendor.
- b. Such issue shall immediately be submitted to expedited binding arbitration before a panel, selected per section 2.a. and with the arbitration occurring within the time limit of section 2.b. above.
- c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
- d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to re-negotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval. All such procedures must be completed within 17 days of August 1.

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

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



5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future Plan participants:

- a. If the District makes the assertion stated in section 5 immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted to mediation immediately.
- b. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
- c. The mediation shall be held as soon as possible, but in no event later than ten (10) work days following selection of the mediator.
- d. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendations within three (3) workdays following the mediation.
- e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not) shall be implemented.

6. Costs: If the time lines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.

7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District may implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level.

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

## **VI. WITHDRAWAL FROM PLANS**

Prior to the November census of participants for any given year, each union and the District shall have the option of informing (in writing) the HBC of its intention to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union or by the District) and to establish a separate plan for its participants to be implemented for such removed participants for the second January 1 upcoming (e.g., a notice given October 30 of 2015 would be subject to implementation (assuming that it is finalized) effective January 1, 2016).

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

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

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

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

1. Subcommittee: The parties agree to the establishment of a subcommittee, equally seated and comprised of three (3) representatives appointed by the District and three (3) representatives appointed by the unions' party to this Agreement through the auspices of the HBC.

2. Agenda: The committee shall meet no less than once per month, and more often if mutually agreed. The committee shall meet to discuss alternatives for reducing the District's unfunded liability for retiree benefits that is the subject of GASB 45. The agenda, including specific subjects that either party desires to discuss, shall be developed through input and submissions from the respective representatives.

3. Recommendations: Within six (6) months from the establishment of the subcommittee referenced herein, a written report containing the alternatives discussed together with any specific recommendations shall be submitted to the HBC and the District. Any such recommendation may be implemented upon mutual agreement of the HBC unions and the District.

## **IX. IMPACTS OF LEGISLATION**

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



X. TERM OF AGREEMENT

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

XI. STATUS QUO UPON EXPIRATION OF AGREEMENT

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

XII. ENTIRE AGREEMENT

This document contains and embodies the final and entire agreement between the parties governing the provision of Plan benefits to District employees for 2015-17 (and subject to extension through 2018, as provided above), replacing and superseding all prior negotiations, proposals, the 2012-14 Health Benefits Agreement, and the parties' summary tentative agreement dated March 30, 2015. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for 2015-18 Health Benefits that are not explicitly stated in this Agreement. This Agreement may be amended or supplemented, but only by mutual written agreement.

IT IS SO AGREED:

Dated: 8/12/2015

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

Dated: 21 July 15

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

Dated: 15 JUL 15

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

Dated: 8/3/15

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



Dated: 7-15-2015

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

Dated: 7/17/15

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

Dated: 7/17/2015

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

Dated: 8/03/15

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

Dated: 7/23/15

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

Adopted and approved by the Board of Education on:

Dated: 6/23/2015

By: [Signature]  
Richard Wladovic, Board President