

2014-2017

COLLECTIVE BARGAINING AGREEMENT

UNIT H

(SERGEANTS & LIEUTENANTS)

LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

LOS ANGELES SCHOOL POLICE MANAGEMENT ASSOCIATION

## TABLE OF CONTENTS

	Agreement.....	1
Article I	Recognition.....	1
Article II	Separability and Savings .....	3
Article III	District Rights.....	4
Article IV	Union Rights .....	7
Article V	Grievance Procedure.....	9
Article VI	Work Stoppage .....	15
Article VII	Non-Discrimination .....	16
Article VIII	Union Security and Dues Deduction .....	17
Article IX	Hours of Work.....	20
Article X	Evaluation Procedures.....	24
Article XI	Transfer Procedures .....	27
Article XII	Subcontracting.....	29
Article XIII	Leaves of Absence .....	30
Article XIV	Wages and Salaries.....	44
Article XV	Health and Welfare .....	45
Article XVI	Holidays .....	55
Article XVII	Vacation.....	56
Article XVIII	Safety Conditions.....	60
Article XIX	Tuition Reimbursement.....	61
Article XX	Equipment Loss .....	63
Article XXI	Entire Agreement.....	64
Article XXII	Term of Agreement.....	65
Appendix A	Wages, Salaries, and Retirement Benefit .....	66
Appendix B	Allowances and Differentials .....	68
Appendix C	2014-2017 Memorandum of Understanding .....	73
Appendix D	2015-2017 Health Benefits Agreement.....	83

## AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of August, 2014 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District" and the Los Angeles School Police Management Association, which together with its officers and representatives will be referred to in this Agreement as the "Union".

### ARTICLE I

#### RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Certification of Representation dated May 9, 2006, in PERB Case No. LA-SV-144-E, the District acknowledges that the Los Angeles School Police Management Association has been certified as the exclusive representative of a bargaining unit comprised of all regular employees in probationary and permanent status, including part-time employees, employed in the following classes:

4223	Lieutenants
4211	Sergeants
4225	Supervising School Safety Officers

1.1 Excluded: All other personnel designated as management or confidential within the meaning of Government Code Section 3540.1 and all other classes and positions as excluded in the Certification of Representation dated May 9, 2006, in P.E.R.B. Case No. LA-SV-144-E.

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

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

4.0 Employees with more than one (1) job assignment who function for a majority of the work period in any of the classifications listed in Section 1.0 shall be considered in the unit. Should an employee's job involve an equal number of

## Article I – Recognition

hours in different assignments, the employee shall be considered as included in the unit only if that employee has functioned in one of the foregoing classifications for the longest period of time based upon the date of regular assignment.

## ARTICLE II

### SEPARABILITY AND SAVINGS

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

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

## ARTICLE III

### DISTRICT RIGHTS

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

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

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

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

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

d. All services to be rendered to the public and to District personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered

### Article III - District Rights

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

e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions listed as "Excluded" in Article I (Recognition), to do work on a non-regular and limited basis which is normally done by employees covered hereby, subject to provisions of the Education Code covering this issue, and the methods of selection and assignment of such personnel;

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

g. The selection, classification, direction, promotion, demotion, discipline, termination and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any locations subject only to Article XI (Transfer Procedures); and 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, if any, subject only to Article IX (Hours of Work) and Article XVI (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 XVIII (Safety Conditions).

### Article III - District Rights

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

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

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

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

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



## ARTICLE IV

### UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes, cell phones, and District email addresses for the purpose of transacting official union business and contacting unit members regarding official union-related matters. Usage of a District cell phone and District email addresses shall be subject to District policies and procedures.

a. Upon arriving at a work site, other than Los Angeles School Police Department ("LASPD") headquarters or an LASPD satellite office, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: The Union shall have the right to post notices of official Union matters on designated bulletin board(s) or a section of designated bulletin board(s) established for the Union's exclusive use at each work site where employees are assigned.

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

4.0 List of Employees: The Union shall be provided quarterly a current list of names, employee numbers, social security numbers, classifications, addresses, and work locations of all employees covered by this Agreement. This report shall also include date of hire in classification for each employee.

5.0 Copies of Agreement: A reasonable number of copies of this Agreement will be provided by the District to the Union for its ratification meeting.

6.0 Release Time Bank: An employee may voluntarily contribute any earned compensatory or benefit time, subject to the provisions of this Section, to a separate Release Time Bank to be maintained by the District and thereby waive his/her right to the usage of, or payment for, such compensatory or benefit time. Such irrevocable contributions shall be in hourly increments and shall be made on a signed District form submitted to the designated time reporter during the pay period in which the time is earned. The Union shall have the right, upon request, to be informed as to the balance of hours in the Release Time Bank. For purposes of this Article, "compensatory or benefit time" shall include earned vacation and compensatory time.

6.1 Up to four (4) designated employees at any one time may then use any contributed time-off in order to be released from duty without loss of pay to

## Article IV – Union Rights

conduct official union business, provided, however, that such usage does not conflict with the operations of the District. Such usage shall be in hourly increments of no less than one (1) hour. Exceptions may be made in the sole discretion of the District.

6.2 Only the Union President or designee are authorized to request use of the Release Time Bank for an employee. Use of the Release Time Bank shall be subject to at least three (3) days advance written notification to be submitted to the Chief of Police or designee. Such notification shall include the reason(s) and estimated length of the requested release time. The Chief of Police or designee may deny the request if it is contrary to the intent of this Section in which case the Union shall be informed as to the specific reason for such denial. Any grievance of such denial shall proceed directly to Step III of the Grievance Procedure, pursuant to Article V, Section 10.0. The decision of the Step III respondent in such cases shall be final.

7.0 Special Committees: From time to time, the District and the Union may establish ad hoc joint management -- bargaining unit committees to discuss matters of mutual concern. Such committees shall in no way be construed as bargaining committees nor shall they be empowered to modify, in any way, the terms and conditions of this Agreement.

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

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

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

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

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

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

1.3 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may, upon the District's agreement, process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

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

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

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

## Article V - Grievance Procedure

2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent himself or herself. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

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

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

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Union, nor the grievant, nor the District shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.). This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by the Union or the District for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either the District or the Union of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute.

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

## Article V - Grievance Procedure

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal (or school) holidays.

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

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the District Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant, as defined in Section 1.0 above. A meeting between the grievant and the Deputy Chief of Police or designee shall take place within five (5) days from presentation of the grievance, and the Deputy Chief of Police or designee shall reply in writing within five (5) days following the meeting. If appropriate, the immediate supervisor may also attend the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting, or if no meeting is held, on the fourteenth (14<sup>th</sup>) day following receipt of the grievance.

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

9.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Chief of Police or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the Chief of Police or designee shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting, or if no meeting held, on the fourteenth (14<sup>th</sup>) day following receipt of the grievance.

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Superintendent or designee. If, at his or her discretion, the Superintendent or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Superintendent or designee shall reply in writing to the grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a mutually written agreement to the

## Article V - Grievance Procedure

contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

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

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

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

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

Howard Block	Joseph Gentile	William Rule
C. Chester Brisco	Kenneth Perea	
Mark Burstein	John D. Perone	
R. Douglas Collins	Thomas Roberts	

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

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

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

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

## Article V - Grievance Procedure

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

12.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

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

There shall be at least fifteen (15) days between the panel's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrarily defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

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

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

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

15.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the District,

## Article V - Grievance Procedure

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

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

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

17.0 Grievance Files: The District's Office of Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

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



## ARTICLE VI

### WORK STOPPAGE

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

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

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

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

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

## ARTICLE VII

### NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, the District and the Union agree not to discriminate against any employee based upon race, color, creed, national origin, gender, age, physical disability, mental disability, medical condition, sexual orientation, marital status, or union affiliation.

2.0 Employees may grieve alleged violations of this Article through Steps I, II, and III of the grievance procedures of Article V (Grievance Procedure). Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V (Grievance Procedure), Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. If the employee does not want to use the grievance procedure, the employee may process any claimed violations through the appropriate statutory procedures or through the District's Equal Opportunity Section.

## ARTICLE VIII

### UNION SECURITY AND DUES DEDUCTION

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

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

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

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

5.0 A dues deduction may only be revoked by an employee in writing during the thirty (30) day period commencing ninety (90) days before the expiration of the Agreement and/or upon expiration of the Agreement. The dues deduction shall automatically terminate if an employee terminates employment or otherwise ceases to be a member of the bargaining unit.

6.0 Agency Fee Obligation: Those employees who are currently members of the Union, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Commencing within thirty (30) days of a final certification of agency fee election results or within thirty (30) days of an employee's initial employment, whichever is later, and continuing throughout the term of this Agreement, each employee (as defined in Article I [Recognition] of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of the Union, or (b) to satisfy the agency fee financial obligations set forth in Section 6.1 below, unless qualified for religious exemption as set forth in Section 6.2 below.

6.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 6.2 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to the Union. The amount of agency fee to be charged shall be determined by the Union subject to applicable law: it shall therefore be an amount not to exceed the normal periodic membership dues,

## Article VIII - Union Security and Dues Deduction

initiation fee and general assessments applicable to Union members. As to non-members who object to the fee and general assessment applicable to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The District will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

### 6.2 Religious Exemption from Agency Fee Obligations:

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

Brotherhood Crusade  
United Negro College Fund  
United Way

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

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

6.3 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll

## Article VIII - Union Security and Dues Deduction

immediately following the effective date of the payment requirement provided that the information is on file with the Payroll Services Branch by the deadline for filing time reports.

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

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

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

6.6 The District shall deduct agency fees for twelve (12) pay periods each year.

## ARTICLE IX

### HOURS OF WORK

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

1.1 Workyear: A “workyear” shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

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

1.3 Workday: A “workday” shall mean any regularly assigned work period within a fixed twenty-four (24) hour period. A regular workday for a unit member generally may be either ten (10) hours exclusive of a meal period, in which case the regular workweek shall consist of four (4) workdays (as to employees assigned to off-hour patrol, the four (4) workdays will be consecutive), or eight (8) hours exclusive of a meal period, in which case the regular workweek shall consist of five (5) consecutive workdays. Periodically, the District may assign employees to shifts of varying lengths. Certain benefits such as holidays and bereavement leave shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to other employees assigned the same number of hours per week.

1.4 For the purpose of computing hours worked, time during which an employee is excused from work but remains in paid status, e.g. because of holidays, vacation, or paid leaves of absence, shall be considered as time worked by the employee.

1.5 Prior to any substantial change of a permanent nature that affects an employee’s work week or group of employees’ work week, daily hours of work, and/or work shift, the employee(s) involved shall be given reasonable advance notification. The Union shall be advised and provided an opportunity to consult with the District regarding such a substantial change for a group of employees. (However, these consultation rights shall not operate to stop or stay the change during such consultation.)

2.0 Overtime: Overtime must be approved in advance by the employee’s direct supervisor or designee and (except in exceptional and unusual circumstances) confirmed in writing, as soon as practicable, by the appropriate administrator or designee. Overtime eligible employees shall not be disciplined for requesting overtime approval prior to working overtime or for requesting payment for pre-approved overtime.

## Article IX – Hours of Work

2.1 To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed. Reasonable notice shall be deemed to be no less than twelve (12) hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads.

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

a. For all hours worked in excess of forty (40) hours in any workweek, and for all hours worked in excess of a regular “workday” as defined in the second sentence of Section 1.3 of this Article.

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

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

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

3.0 Unpaid, Duty-Free Time: Employees who are overtime eligible and who have an on-site obligation which includes unpaid time each day shall be entitled to duty free time during that unpaid period. This unpaid time shall be scheduled in consultation with the direct supervisor and, except in unusual and infrequent circumstances pre-approved by the direct supervisor, the unpaid time shall not be taken during the first or last hour of the assignment. Employees who are prevented from taking this unpaid time and who are required to perform work duties during that time may complete this unpaid time later that same day (scheduled in accordance with the direct supervisor). All on-duty time shall be counted as time worked and be compensated in accordance with this Article and state and federal laws. If, due to unusual circumstances and after pre-approval by the employee’s direct supervisor, the unpaid time is scheduled immediately prior to the end of the employee’s work day, then the employee shall be free to leave the work site without penalty.

## Article IX – Hours of Work

3.1 The duty-free unpaid period shall not be extended for the purpose of lengthening the employee's work day without incurring overtime, nor shall the employee be required to take a duty-free period longer than one (1) hour.

### 4.0 Compensatory Time

a. At the discretion of the District, compensatory time off may be granted in lieu of overtime pay at the rate of one-and-one-half (1½) hours for each overtime hour worked, provided that such time off is taken within the time period allowed by applicable State and Federal law. Notwithstanding any other provision, for non-sworn unit members, this section shall become effective January 1, 2015.

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

5.0 Court Time: Employees required to attend court in connection with the employee's duties during non-duty time shall receive a minimum of four (4) hours pay at the employee's overtime rate, or pay at the employee's overtime rate for all hours spent in court, whichever is greater.

6.0 Stand-by Time: A stand-by assignment is when an employee is assigned by an authorized supervisor or his designee to be available for a work assignment or court appearance on an on-call basis during a specified off-duty period of time. Employees placed on stand-by must be able to be reached at any time during the stand-by period at a designated telephone number. An employee



## Article IX – Hours of Work

placed on stand-by shall be paid a minimum of two (2) hours at his/her overtime rate for each eight (8) hours of stand-by time. In lieu of a stand-by assignment and subject to the approval of the Chief of Police or his designee, the employee may request and be assigned to a full shift of duty.

7.0 Training: The District shall make available to unit employees information regarding training, seminars, P.O.S.T. reimbursable classes and other training or educational opportunities that will assist such employees in the performance of their assigned duties.

8.0 Firearm Qualification: Sworn employees who are unable to complete firearm qualification during on-duty time due to shift limitations shall, with prior authorization, be paid overtime on an hour-for-hour basis not to exceed two (2) hours in order to complete the qualification.

## ARTICLE X

### EVALUATION PROCEDURES

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

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

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

2.0 Procedure to be followed: Performance evaluation reports shall be made on forms prescribed by the District.

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

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

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

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

3.0 Appeal: If the employee disagrees with the evaluation, the employee shall have the right to obtain a review (in the form of a formal meeting, if

## Article X - Evaluation Procedures

requested) of the evaluation by the Chief Officer or designee (a Deputy Chief not involved in the evaluation) by submitting a request in writing within ten (10) days of the receipt of the evaluation. An employee may, within five (5) days of the response, appeal the decision of the Chief Officer (or designee) to the Chief Operating Officer whose decision shall be final.

4.0 A formal grievance concerning a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Sections 2.1 and 2.2 above, have not been followed.

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

6.0 Summaries of Conference: A summary of conference is a written record briefly outlining a discussion/conference prepared after a face-to-face meeting or a telephone discussion between the employee and the supervisor.

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

6.1 Employee Comment Sheet: An Employee Comment Sheet is a written record about work performance. It will not be maintained in central District personnel files and will only be maintained by the Department. Employees shall be allowed to attach a written response to an Employee Comment Sheet. Employee Comment Sheets shall be void one (1) year after the end of the fiscal year in which the Employee Comment Sheet was issued.

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

8.0 Pre-Disciplinary Procedures: Prior to the imposition of disciplinary action against a permanent, non-probationary employee that may result in suspension, demotion, or dismissal, the responsible supervisor or designee shall advise the employee that such action may be taken, and that a meeting will be held to discuss the matter, at which time the employee shall be entitled to be

## Article X - Evaluation Procedures

accompanied by a Union representative in accordance with the provisions of California Government Code Section 3303. Release time for such representation shall not be provided, unless required by applicable statute. Nonavailability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences, or any other meetings or to any conferences conducted under the evaluation procedures of Article X.

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

## ARTICLE XI

### TRANSFER PROCEDURES

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

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

2.1 Whenever practicable, an employee shall be given at least seven (7) calendar days advance notice of an involuntary transfer. Any employee who is involuntarily transferred shall be entitled to a statement of the reason(s) for the transfer upon written request to the Chief of Police made within five (5) days of the effective date of the transfer.

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

#### 3.0 Voluntary Transfer:

a. When an employee desires a transfer, the employee must fill out the appropriate District form and submit it to the appropriate Deputy Chief of Police for approval. The employee's transfer request may be submitted directly to the Deputy Chief of Police who shall then cause the request to be commented upon by the supervisors of the requesting officer.

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

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

d. The Deputy Chief of Police may, within his/her discretion, either approve or reject the transfer. However, seniority shall be one factor used in the decision by the Deputy Chief of Police. In those situations in which the

## Article XI - Transfer Procedures

Deputy Chief of Police determines, at his or her sole discretion, that all other factors are equal between applicants for the vacancy, classification seniority within the Department shall be the tie-breaker, with the most senior employee receiving the transfer. The District shall send to the Union, at the Union office, a monthly roster of all assignments within the School Police Department.

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

f. The Union will be notified in writing of all transfers under Section 3.0 within three (3) working days of the affected employee being notified.

## ARTICLE XII

### SUBCONTRACTING

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

## ARTICLE XIII

### LEAVES OF ABSENCE

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

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

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

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

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

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

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



## Article XIII - Leaves of Absence

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 in the sole discretion of the District.

7.0 Expiration of Leave: Except in the case of illness leave or industrial injury leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, the employee must, upon reasonable notice from the District, notify the 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 considered abandonment of position and resignation from service.

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

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

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

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

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

9.4 Nothing contained in Section 9.0 shall limit an employee's

## Article XIII - Leaves of Absence

rights under applicable law with respect to reasonable accommodation or otherwise.

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

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

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

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

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

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

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

### Article XIII - Leaves of Absence

all paid leaves of absence have been exhausted, an employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

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

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

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

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

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

- a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;
- b. Allowable paid leave of absence shall not be accumulated from year to year;
- c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any period in which the absence

### Article XIII - Leaves of Absence

occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;

d. When an authorized leave of absence continues into the next fiscal year the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and

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

#### 12.1 Extension of Industrial Injury Leave:

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

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

(1) Physical injury suffered as a direct result of a physical

### Article XIII - Leaves of Absence

altercation with a suspect;

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

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

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

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

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

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

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

- a. Death or serious illness of a member of the employee's immediate family;

- b. 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).

- c. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;

### Article XIII - Leaves of Absence

- d. Birth of the employee's child;
- e. Religious holiday of the employee's faith;
- f. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;
- g. 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.
- h. Verifiable automobile failure of up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;
- i. An appearance of the employee in court as a litigant, or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:
  - (1) Each day of necessary attendance as litigant or as a witness under such an official governmental order must be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;
  - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
  - (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.
- j. Required attendance at employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.
- k. Up to four hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the appropriate administrator or designee at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave, and the employee must provide written verification from the school visited upon request of the administrator or designee.
- l. An employee shall be allowed up to six additional days of

### Article XIII - Leaves of Absence

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

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

- a. Except as provided in Section 13.0 j above, the total number of days allowed for such leave shall not exceed six (6) days per fiscal year;
- b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;
- c. The personal necessity leave shall not be granted during a strike, demonstration, or any work stoppage; and
- d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance.
- e. The employee shall be required to verify the nature of such necessity. The immediate supervisor shall take whatever steps are reasonably necessary to become satisfied that a personal necessity within the limits of this Section did exist.

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

- a. To be with a member of the immediate family who is ill;
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;
- c. To rest, subject to the approval by the District;
- d. To remain with spouse if a change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator -- such leave shall be renewed

## Article XIII - Leaves of Absence

annually during the tenure of office, the above limitation notwithstanding; or

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

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

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

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

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

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

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

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

a. The attendance leads directly to the professional growth of the employee and the improvement of the educational program of the District;



## Article XIII - Leaves of Absence

b. The attendance does not result in unnecessary duplication of participation by District personnel; and

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

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

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

### 17.0 Miscellaneous Absences (Paid):

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

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

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

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

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

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

20.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months

## Article XIII - Leaves of Absence

and who has served for 1250 working hours during the twelve (12) months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and hours or days worked during off-basis time shall count as "working hours". Family Care and Medical Leave absences of twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty (20) or more consecutive working days can be granted only by submission of a formal leave application to the Employment Transaction Services Branch.

20.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self-care due to a mental or physical disability. (2) "Spouse" means a husband or wife of an employee. (3) "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law. (4) "Family member" means "child", "spouse", or "parent" as defined above. (5) "Serious health condition" means an illness, injury, impairment, or other condition that involves either "in-patient care" or "continuing treatment". (6) "Inpatient care" means a stay in a hospital or other medical facility and includes any subsequent treatment in connection with inpatient care. (7) "Continuing treatment" means treatment by a "health care provider" that involves one or more of the following: (a) a period of incapacity of more than three (3) consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two (2) or more treatments by a "health care provider", or treatment by a "health care provider" on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of a "health care provider"; (b) any period of incapacity due to pregnancy (including morning sickness); (c) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three (3) days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches); (d) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and (e) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three (3) days if not treated. (8) "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4 of Chapter 5 of Division 2 of the California Business and Professions Code, or any other individual duly licensed to practice medicine in another state or jurisdiction who directly treats or supervises the treatment of the serious health condition, or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

20.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child

## Article XIII - Leaves of Absence

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

20.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave. 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 20.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken either under this Section or under Section 9.0 above on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.

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

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

## Article XIII - Leaves of Absence

conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started.

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

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

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

## Article XIII - Leaves of Absence

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

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

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

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

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

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

## ARTICLE XIV

### WAGES AND SALARIES

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

## ARTICLE XV

### 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 (HBC): 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 apiece. The District shall provide resource staff as determined by the HBC, and shall provide adequate paid release time for those HBC members who are employees of the District.

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

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

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

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

a. Every employee who is assigned half-time or more of a full-time assignment in one (1) class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the District. For employees attaining

## Article XV - Health and Welfare

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 thirty (39) months of the last day of paid service. The employee must meet the following requirements:

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

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

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



## Article XV - Health and Welfare

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

g. For sworn employees hired on or after April 1, 2009, 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.

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

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

5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first (1<sup>st</sup>) day of the calendar month following the receipt of the completed application.

## Article XV - Health and Welfare

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.

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:

## Article XV - Health and Welfare

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

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

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

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

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

## Article XV - Health and Welfare

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

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

- An application for such coverage is made simultaneously with the employee's initial enrollment.

## Article XV - Health and Welfare

- 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.

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

## Article XV - Health and Welfare

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 one hundred percent (100%) of the premium paid by the District plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

9.2 It shall be the responsibility of the employee or the dependent to

## Article XV - Health and Welfare

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 (Grievance Procedure) of this Agreement.

### 11.0 Employee Assistance Program

a. General: An Employee Assistance Program (EAP) shall be available for employees and dependents. The objectives of the program are 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 is 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

## Article XV - Health and Welfare

intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.

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

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

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

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

12.0 Eligible unit employees may enroll in the IRS 125 Flexible Spending Account program.



## ARTICLE XVI

### HOLIDAYS

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

January 1 .....	New Year's Day
That date in January declared by the Board .....	Martin Luther King, Jr. Day
Third Monday in February .....	Presidents Day
Last Monday in May .....	Memorial Day
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
Friday following Thanksgiving .....	Thanksgiving Friday
December 25 .....	Christmas Day
That date declared by the Board.....	Alternate Lincoln Day Observance

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

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

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

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

## ARTICLE XVII

### VACATION

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

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

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

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

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

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

37.5 hours but less than 40 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.

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

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

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

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

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

1.9 Employees are expected to take their vacation each year at any time or times approved by the appropriate supervisor. At the District's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. Vacation requests shall be approved or denied in writing by the Department within seven (7) working days of receipt of the vacation request. If employees in the same classification submit requests for vacation that result in a scheduling conflict (i.e., all requests cannot be granted), the employee with the greatest seniority in that classification shall be given preference, provided that this provision regarding seniority governing applies only to requests for vacation during the current or next pay period. Vacation requests that have been approved shall not be superseded by any subsequent request of another employee. Employees may be required to use accumulated vacation earned in prior years at any time approved by the appropriate supervisor. Once an employee's vacation schedule or request is submitted and approved pursuant to the above, no change can be made by the employee without submission and approval of an alternative

## Article XVII - Vacation

vacation schedule for the date(s) in question.

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

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

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

a. When the employee fails to provide an annual vacation schedule per 1.9 above;

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

c. The District may prohibit unit members from scheduling or taking vacation during periods when students are in session. "When students are in session" shall be defined as "periods other than winter, spring, and summer recess periods and during other periods when students are not in attendance for ADA purposes". Such denials shall not be unreasonable or without justification.

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

### 1.13

a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total annual vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each

## Article XVII - Vacation

employee with their 1994 accrual bank as vested to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

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

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

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

## ARTICLE XVIII

### SAFETY CONDITIONS

1.0 The responsibility for providing for safe working conditions that are in conformance with applicable law and which are within fiscal constraints shall be the District's. Employees shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which he/she is aware. The District shall be responsible for informing employees of necessary safety procedures and practices. There shall be no reprisal against an employee for reporting any real or potentially unsafe condition, facility, or equipment.

2.0 Unit members shall be allowed reasonable access and use of staff rest and toilet facilities and drinking water.

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

4.0 Emergency Use of Telephone: Except in cases of emergency, and as otherwise permitted by this agreement, employees shall not use District telephones for personal calls. Charges incurred for any such personal calls shall be collected from the employee and remitted to the Accounting and Disbursements Division.

## ARTICLE XIX

### TUITION REIMBURSEMENT

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

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

b. Approval for reimbursement shall be obtained on the appropriate form signed by Division head or designee before the commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled upon request to know the reasons for the disapproval.

c. The District encourages its employees to obtain work- specific degrees and additional professional certifications for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District. The course(s) or program must be directly related to the employee's current or future service within the District and for such purpose.

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

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

f. Tuition reimbursement shall be limited to a maximum of six hundred dollars (\$600) for any individual employee during any twelve (12) month period.

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

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

## Article XIX - Tuition Reimbursement

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



## ARTICLE XX

### EQUIPMENT LOSS (new article)

1.0 Subject to Section 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) equipment owned by the employee which is broken or damaged in District service or lost through verified theft from District property during the performance of the employee's duties not the result of the employee's negligence. Such equipment must be those employees are required to possess by the District as specified in writing on an approved inventory list and must be authorized by the Chief of Police prior to damage or loss for use during the performance of the employee's duties. All employees utilizing their own authorized equipment in the performance of their duties shall be given an inventory list form which will include value, and any other relevant information regarding the equipment (such as serial numbers, color, etc.). Any broken or damaged equipment replaced with comparable valued equipment shall become the property of the District.

2.0 It is understood that employees will be responsible for taking reasonable care of their equipment 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 equipment.

3.0 If employees' equipment is damaged beyond repair or lost through verified theft, the replacement value of the equipment, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a one hundred (\$100) deductible. Claims of less than one hundred dollars (\$100) shall not be processed. The maximum payment approved by a Deputy Chief of Police for any one loss shall not exceed five hundred dollars (\$500). Losses in excess of five hundred (\$500) but not to exceed three thousand dollars (\$3,000) shall be reimbursed only with the prior approval of the Chief of Police. A written request for reimbursement for damage to or theft of equipment shall be filed by the employee with the Risk Finance and Insurance Services Section within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the Chief of Police. The Risk Finance and Insurance Services Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval for the use of equipment was given before the equipment was brought to the employee's work location and only when the value of the equipment was agreed upon by the employee and the supervisor and approved by the Chief of Police, or designee, on the inventory list.

4.0 Where the claim involves a theft, the employee must submit a police report and include the report 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 XXI

### ENTIRE AGREEMENT

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

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

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after May 15, 2017.

## APPENDIX A

### WAGES, SALARIES, AND RETIREMENT BENEFIT

Pay Period Salary Range or Hourly Rate, effective July 1, 2015:

<u>Class Code</u>	<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
4223	Lieutenant	40.22166	42.43386	44.76772	47.22994	49.82758
4211	Sergeant		36.35646	38.39199	40.59158	42.91046
4225	Supv Schl Safety Officer	20.84756	22.02564	23.21863	24.53092	25.92522

1.0 Deductions from all retroactive payments shall be at the applicable supplemental tax rates, and the legally required amount for the employee's PERS contribution and Medicare, if applicable.

2.0 PERS Contribution for Safety Members: The District and the Union agree as indicated below with respect to Unit H employees' contribution and the District's contribution to the Public Employees' Retirement System (PERS). It is also agreed that this Section shall pertain and apply only to those Unit H employees who are or become members of PERS in the Local Safety Member Retirement Plan and only for the period of time such employees are in the Unit H bargaining unit.

Consistent with the District's agreement with Local Safety members in Unit A, subject to PERS approval, the District will, effective, July 1, 2001, amend its contract with PERS to change the Safety Member Retirement Plan from a two percent (2%) at age 55 formula to a three percent (3%) at age fifty (50) formula (California Government Code Section 21362) for service rendered after June 30, 2001, and will seek the following additional amendments: One-year final compensation (California Government Code Section 20042); five percent (5%) Annual Cost-of-Living Allowance (California Government Code Section 21335); Fourth Level of 1959 Survivor Benefit (California Government Code Section 21574; and Military Service Credit As Public Service (California Government Code Section 21024). With respect to Safety members who are actively working for the District on July 1, 2001, the three percent (3%) @ fifty (50) formula with other amendments will also be applied for their continuous service for the District prior to July 1, 2001.

a. District Contribution: The District will assume the cost of the foregoing changes up to a maximum of 13.02% of a Safety Member's gross salary. Such District contribution, however, shall only be made for that pay period in which an employee is a Unit H PERS Safety Member as of the employee's last paid day of that pay period. If for any reason, including legislative action, judicial decision, PERS action or otherwise, the District's

contribution rate is increased above 13.02%, the District shall pay such excess contributions, but shall completely offset that expense by making payroll deductions from the salary Unit H Local Safety Members would otherwise receive.

b. Employee Contribution: Effective July 1, 2014, pursuant to the Public Employee Pension Reform Act of 2012, employees shall pay one hundred percent (100%) of his/her employee contribution to the PERS at the rate fixed and prescribed by law. ~~the District shall begin to pay one and seven-tenths percent (1.7%) of the employee's required PERS contribution, while the employee shall continue to pay the remainder of any required employee contribution. The Union acknowledges that Safety Member employees will be responsible for any increase in the employee contribution under the new Plan. This increase is currently estimated to be two percent (2%), resulting in an estimated seven and three-tenths percent (7.3%) contribution by the employee. The Union further acknowledges that Safety Member employees will be responsible for any future increase in the employee contribution rate. The District shall pay such excess contributions (i.e., above the District's agreed 1.7% portion), but shall completely offset that expense by making payroll deductions from the salary Unit H Safety members would otherwise receive.~~

c. The Union agrees that the PERS Safety Member Retirement Plan is administered by the State of California and that all decisions and rules with respect to qualifications for retirement benefits, level of benefits, taxability of benefits, and the administration of the Plan is the responsibility of PERS. Accordingly, it is expressly understood that all such matters, questions or issues relating to the PERS Local Safety Members Plan are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

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

e. The District may also at its sole discretion, in order to save the District money, choose to "depool" or separate from the combined group of eligible employees and segregate the appropriate share of assets to fund Local Safety Member Retirement.

3.0 PERS Contribution for School Members: Effective July 1, 2014, pursuant to the Public Employee Pension Reform Act of 2012, employees shall pay one hundred percent (100%) of his/her employee contribution to the PERS at the rate fixed and prescribed by law. ~~the District shall, for PERS school members employees, increase that portion the District pays of the employees contribution rate from a maximum of 1.2% to a maximum of 1.7%. The Union acknowledges these employees continue to pay the remainder of the employee contribution rate, which rate is currently 7.0%.~~

## APPENDIX B

### ALLOWANCES AND DIFFERENTIALS

#### 1.0 Pay Allowances

1.1 Uniforms: The District agrees to provide each sworn employee the following items to be paid for by the District: two (2) long-sleeve shirts; three (3) short-sleeve shirts; three (3) pairs of trousers; one (1) tie and tie bar; one (1) dress belt; one (1) lightweight jacket; one (1) heavy jacket; one (1) "Sam Browne" with standard attachments; and rain gear. In addition, sworn employees will be provided one (1) threat level IIA bullet proof vest. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

~~1.2~~ Uniform Allowance: Employees who are regularly required to wear a uniform will be reimbursed \$700 in each fiscal year for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses. The allowance shall be paid in December each year as a lump sum, and shall be prorated upon termination of employment or the end of a uniform assignment.

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

2.0 Badges: Employees shall be issued one (1) standard badge at District expense. In addition, sworn employees may purchase at their own expense a flat identification badge in wallet type holder.

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

3.1 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.

3.2 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.

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

#### 3.4

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

## Appendix B – Allowances and Differentials

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

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

\$100 per pay period after 5 years  
\$125 per pay period after 10 years  
\$150 per pay period after 15 years  
\$175 per pay period after 20 years  
\$200 per pay period after 25 years

### 4.0 Performance Incentives:

a. All full time unit members in sworn peace officer positions who have obtained an Intermediate Certificate issued by the Commission on Peace Officer Standards and Training of the State of California (P.O.S.T.) or equivalent shall receive a 3% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate or equivalent shall receive a 7.5% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Supervisory certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Management Certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period.

b. All unit members in permanent, regular, non-sworn positions who have satisfactorily completed the department's basic safety training, and its periodic in-service training shall receive a 2% incentive on base pay per pay period.

c. P.O.S.T. Certificate increments shall be paid as of the first day of the pay period following satisfactory demonstration to the Chief of Police or his/her designee that the unit member qualified for the Performance Incentive.

d. A unit member may receive only one of the P.O.S.T. Certificate increments at a time.

5.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, effective January 1, 2015, be reimbursed at the Internal Revenue Service established standard business rate for all miles driven.

### 6.0 Pay Differentials -- General

## Appendix B – Allowances and Differentials

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

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

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

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

6.5 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the branch head.

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

a. Eligible full-time employees shall be paid at the rate of forty-six dollars (\$46) per pay period (which is equivalent to \$.2875 per hour) if required to speak, read, write a non-English language, or twenty-eight dollars (\$28) per pay period (which is equivalent to \$.174 per hour) if only required to converse in a non-English language.

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

c. An approved differential shall become effective on the first day of the pay period following completion of the provisions of Section 2.6, above, and shall



## Appendix B – Allowances and Differentials

continue during paid absences. The differential shall not affect salary allocation upon change of assignment.

6.7 Watch Commander Differential: The District will pay a three percent (3%) salary differential to any Sergeant assigned to the Watch Commander's Office, Communications Section.

a. The pay differential will commence upon the first day that a Sergeant is regularly assigned to the Watch Commander's Office, Communications Section. Employees working in this position on a non-regular basis shall receive the three (3%) salary differential upon working 20 consecutive assigned workdays, not including elected overtime shifts.

b. For purposes of this section, "regularly assigned" shall be defined as the date an employee is placed into the Watch Commander's Office, Communications Section position which is vacant or otherwise not filled by another employee.

c. After one year in the assignment, a Sergeant may be rotated out of the position if another Sergeant expresses a desire to be placed into the assignment.

d. The criterion for selection to the assignment will be based on seniority in the job classification of Sergeant.

e. Six (6) Sergeant positions will be eligible to receive the pay differential upon assignment. The number may be increased by two or be decreased at the sole discretion of the District.

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

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

8.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

a. Limited term assignments in the same, equal, or higher class;

## Appendix B – Allowances and Differentials

b. In the event of demotion following promotion to a regular position, time spent in a higher class;

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

9.0 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 two and three-fourths percent (2.75%) percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of one hundred and thirty (130) days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

**LOS ANGELES SCHOOL POLICE MANAGEMENT ASSOCIATION  
UNIT H  
MEMORANDUM OF UNDERSTANDING  
2014-2017**

This Memorandum of Understanding for the 2014-2017 Successor Agreement is made and entered into this 28 day of August, 2014 by and between the Board of Education of the Los Angeles Unified School District ("the District") and the Los Angeles School Police Management Association (LASPMA).

Pursuant to the parties' 2005-2008 Agreement (which has previously been extended to cover the time period of July 1, 2009 through the present date), the District and LASPMA have met and negotiated in good faith and completed their negotiations for a successor collective bargaining agreement, as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2005-2008 Agreement are incorporated as part of LAUSD-LASPMA 2014-2017 Agreement except as modified below, or as required to make appropriate, non-substantive language corrections.
- B. **COMPENSATION:**

**2014-2015 Wages**

Effective July 1, 2014, all Unit H 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 Wages**

Effective July 1, 2015, all Unit H 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 LASPMA and immediately commence discussions of the issues and alternatives.

**2016-2017 Wages**

Effective July 1, 2016, all Unit H 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 LASPMA and immediately commence discussions of the issues and alternatives.

It is also agreed that should the Board of Education approve a higher general percentage increase on the base salary table for another group of employees, Unit H will receive comparable treatment.

**Health and Welfare Benefits**

The District contribution rate for the current calendar year is funded in accordance with the 2012-2014 Health Benefits Agreement on Health and Welfare. As set forth in that Agreement, for the 2013-2014 fiscal year, the District's total contribution to the health fund represents an approximate 4.6968% on-going increase in total contribution for 2013 and a 4.4838% on-going

increase in total contribution for 2014. The District contribution rate for subsequent years will be as determined in negotiations with the Health Benefits Committee.

#### **Retirement Benefits**

The District agrees to provide LASPMA with information from CalPERS regarding the post-retirement survivor continuance benefit in accordance with California Government Code Sections 21624, 21626, and 21628 upon receipt of such information by the District.

#### **Salary Survey**

The parties agree to evaluate the completed salary survey and comparison of the Sergeant and Lieutenant positions.

C. The parties' prior Agreement shall be further modified as follows:

**EVALUATION PILOT** – The District and Los Angeles School Police Management Association agree to have unit members participate in a pilot of the Classified Growth and Development Cycle Evaluation with the following provisions:

- a. All unit members taking part in the pilot shall do so on a voluntary basis.
- b. Each bargaining unit member that completes the pilot program shall receive a one-time payment of \$200, payable upon completion of the pilot program.

#### **UNION RIGHTS (ARTICLE IV)**

1.0 **Access:** Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes, ~~and~~ cell phones ~~and District email addresses~~ for the purpose of transacting official union business and contacting unit members regarding official union-related matters. Usage of a District cell phone ~~and District email addresses~~ shall be subject to District policies and procedures.

a. ....

6.0 **Release Time Bank:** An employee may voluntarily contribute any earned compensatory or benefit time, subject to the provisions of this Section, to a separate Release Time Bank to be maintained by the District and thereby waive his/her right to the usage of, or payment for, such compensatory or benefit time. Such irrevocable contributions shall be in hourly increments and shall be made on a signed District form submitted to the designated payroll clerk during the payroll period in which the time is earned. The Union shall have the right, upon request, to be informed as to the balance of hours in the Release Time Bank. For purposes of this Article, ~~for non-sworn employees, "compensatory or benefit time" shall include only earned vacation, and shall be contributed on the basis that each hour of vacation shall equal a one-half (1/2) hour contribution to the Release Time Bank. For sworn employees, "compensatory or benefit time" shall include earned vacation and compensatory time.~~

6.1 ~~The Office of Staff Relations shall be informed in writing each school year as to the names of three (3) employees designated by the Union, pursuant to its own procedures, who shall be eligible to draw against the Release Time Bank. Up to two~~four

(24) designated employees at any one time may then use any contributed time-off in order to be released from duty without loss of pay to conduct official union business, provided, however, that such usage does not conflict with the operations of the District. Such usage shall be in hourly increments of no less than one (1) hour. Exceptions may be made in the sole discretion of the District.

6.2 Only the Union President or designee are authorized to request use of the Release Time Bank for an employee. Use of the Release Time Bank shall be subject to at least ~~two~~ three (23) days advance written notification ~~on a District form~~ to be submitted to the Chief of Police or designee. Such notification shall include the reason(s) and estimated length of the requested release time. The Chief of Police or designee may deny the request if it is contrary to the intent of this Section in which case the Union designated employee shall be informed as to the specific reason for such denial. The decision of the Chief of Police or designee in such cases shall be final. Any grievance of such denial shall proceed directly to Step III of the Grievance Procedure, pursuant to Article V, Section 10.0. The decision of the Step III respondent in such cases shall be final.

#### **GRIEVANCE PROCEDURE (ARTICLE V)**

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the District Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant, as defined in Section 1.0 above. A meeting between the grievant and the ~~Chief of Police~~ Deputy Chief of Police or designee shall take place within five (5) days from presentation of the grievance, and the Deputy Chief of Police or designee shall reply in writing within five (5) days following the meeting. If appropriate, the immediate supervisor may also attend the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting, or if no meeting is held, on the fourteenth (14<sup>th</sup>) day following receipt of the grievance.

8.1.....

9.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Chief of Police ~~Operating Officer~~ or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the Chief of Police ~~Operating Officer~~ or designee shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting, or if no meeting is held, on the fourteenth (14<sup>th</sup>) day following receipt of the



grievance.

....

14.0 Limitations Upon the Arbitrator: ....

The arbitration panel shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. ~~Grievances arising prior to this Agreement are to be handled pursuant to applicable provisions of the 2002-2005 Unit S Agreement which was in effect prior to this Agreement.~~

**UNION SECURITY AND DUES DEDUCTION (ARTICLE VIII)**

6.6 The District shall deduct agency fees for twelve (12) pay periods each year.

**HOURS OF WORK (ARTICLE IX)**

2.0 Overtime: ~~Overtime applies to employees in this unit employed in classifications which are not designated by the Personnel Commission in Rule 596 as executive/administrative. Employees employed in classifications which are not entitled to receive overtime, i.e., employees employed in classifications designated as executive/ administrative in Personnel Commission Rule 596, shall earn vacation credit at the rate of .09232 hours of credit for each hour for which pay is received, in an amount not to exceed one hundred ninety two (192) hours [or twenty four (24) days] per year. This accrual rate shall supersede (not be added to) the accrual rates set forth in Article XVII, (Vacation) Section 1.1 for those employees employed in such overtime exempt classifications.~~ Overtime must be approved in advance by the employee's direct supervisor or designee and (except in exceptional and unusual circumstances) confirmed in writing, as soon as practicable by the appropriate administrator or designee. ~~An employee who works overtime without such approval shall not be compensated for such work.~~ Overtime eligible employees shall not be disciplined for requesting overtime approval prior to working overtime or for requesting payment for pre-approved overtime.

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

a. For all hours worked in excess of forty (40) hours in any workweek, and for all hours worked in excess of a regular "workday" as defined in the second sentence of Section 1.3 of this Article.

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

C. ....

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

\*\*\*\*\*

#### 4.0 Compensatory Time

a. At the discretion of the District, compensatory time off may be granted in lieu of overtime pay at the rate of one-and-one-half (1½) hours for each overtime hour worked, provided that such time off is taken within the time period allowed by applicable State and Federal law. Notwithstanding any other provision, for non-sworn unit members, this section shall become effective January 1, 2015.

b. ~~For sworn personnel only, one~~ One hundred thirty (130) hours of overtime each annual period beginning July 1 and ending June 30 of the following year, shall be allowed as compensatory time off at the rate of each hour of overtime equaling one and one-half (1½) hours regular time off, provided, however, that employees who do not want compensatory time off may elect to receive regular overtime pay.....

### EVALUATION PROCEDURES (ARTICLE X)

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

2.1 ....

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

2.3 ....

### TRANSFER PROCEDURES (ARTICLE XI)

2.1 Whenever practicable, an employee shall be given at least seven (7) calendar days advance notice of an involuntary transfer. Any employee who is involuntarily transferred shall be entitled to a statement of the reason(s) for the transfer upon

written request to the Chief of Police made within five (5) days of the effective date of the transfer.

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

### 3.0 Voluntary Transfer:

....

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

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

### LEAVES OF ABSENCE (ARTICLE XIII)

7.0 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 and the leave of absence commences within ten (10) calendar days of the death (exceptions may be made for unusual circumstances delaying the funeral). If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the parents, grandparents, or grandchild of the employee or the employee's spouse or domestic partner, and the spouse or domestic partner, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. Nothing contained herein shall be deemed to provide a paid leave of absence, including absence for out-of-state travel, that exceeds forty (40) hours.

...



## **SAFETY CONDITIONS (ARTICLE XVIII)**

4.0 Emergency Use of Telephone: Except in cases of emergency, and as otherwise permitted by this agreement, employees shall not use District telephones for personal calls. Charges incurred for any such personal calls shall be collected from the employee and remitted to the Accounting and Disbursements Division.

## **ALLOWANCES AND DIFFERENTIALS (APPENDIX B)**

1.1 Uniforms: The District agrees to provide each sworn employee the following items to be paid for by the District: two (2) long-sleeve shirts; three (3) short-sleeve shirts; three (3) pairs of trousers; one (1) tie and tie bar; one (1) dress belt; one (1) lightweight jacket; one (1) heavy jacket; one (1) "Sam Browne" with standard attachments; one (1) threat level IIA bullet proof vest; and rain gear. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

a. The District agrees to provide each non-sworn ~~Non-sworn employees the following items to be paid for by the District who are required to wear uniforms shall receive:~~ three (3) ~~two (2)~~ short-sleeve shirts; two (2) long-sleeve shirts; three (3) pairs of pants; one (1) tie and tie bar; one (1) dress belt; one (1) lightweight coat; and one (1) heavy coat; one (1) "Sam Browne" with standard attachments; and rain gear. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

b. ~~Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.~~

b. Uniform Allowance: Employees who are regularly required to wear a uniform will be reimbursed \$700 in each fiscal year for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses. as follows:

Sworn Employees \_\_\_\_\_ \$700

Non-sworn employees \_\_\_\_\_ \$350

The allowance shall be paid in December each year as a lump sum, and shall be prorated upon termination of employment or the end of a uniform assignment.

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

2.0 Badges: ~~Employees~~ Sworn employees shall be issued one (1) standard badge at District expense. In addition, sworn employees may purchase at their own expense a flat identification badge in wallet type holder.

4.0 Peace Officers Standards and Training (P.O.S.T.) Certification Performance Incentives:

a. All full time unit members in sworn peace officer positions who have obtained an Intermediate Certificate issued by the Commission on Peace Officer Standards and Training of the State of California (P.O.S.T.) or equivalent shall receive ~~\$135~~ a 3% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate or equivalent shall receive ~~\$185~~ a 7.5% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Supervisory Certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Management Certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period.

b. All unit members in permanent, regular, non-sworn positions who have satisfactorily completed the department's basic safety training, and its periodic in-service training shall receive a 2% incentive on base pay per pay period.

c. P.O.S.T. Certificate increments shall be paid as of the first day of the pay period following satisfactory demonstration to the Chief of Police or his/her designee that the unit member qualified for ~~either the Intermediate or Advanced P.O.S.T. Certificate increment~~ Performance Incentive.

d. A unit member may receive only one of the P.O.S.T. Certificate increments at a time but not both.

~~d. — The P.O.S.T. increment is to be paid as a flat amount and shall be a part of the unit member's basic wage for the purpose of computing overtime.~~

5.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, effective January 1, 2015, be reimbursed at the Internal Revenue Service established standard business rate for such usage at the rate of thirty eight (38) cents per mile for all miles driven.

6.0 Pay Differentials – General

\*\*\*\*\*

6.7 Watch Commander Differential: The District will pay a three percent (3%) salary differential to any Sergeant assigned to the Watch Commander's Office, Communications Section.

a. The pay differential will commence upon the first day that a Sergeant is regularly assigned to the Watch Commander's Office, Communications Section. Employees working in this position on a non-regular basis shall receive the three (3%) salary

differential upon working 20 consecutive assigned workdays, not including elected overtime shifts.

- b. For purposes of this section, "regularly assigned" shall be defined as the date an employee is placed into a Watch Commander's Office, Communications Section position which is vacant or otherwise not filled by another employee.
- c. After one year in the assignment, a Sergeant may be rotated out of the position if another Sergeant expresses a desire to be placed into the assignment.
- d. The criterion for selection to the assignment will be based on seniority in the job classification of Sergeant.
- e. Six Sergeant positions will be eligible to receive the pay differential upon assignment. The number may be increased by two or be decreased at the sole discretion of the District.

#### **EQUIPMENT LOSS (NEW ARTICLE):**

1.0 Subject to Section 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) equipment owned by the employee which is broken or damaged in District service or lost through verified theft from District property during the performance of the employee's duties not the result of the employee's negligence. Such equipment must be those employees are required to possess by the District as specified in writing on an approved inventory list and must be authorized by the Chief of Police prior to damage or loss for use during the performance of the employee's duties. All employees utilizing their own authorized equipment in the performance of their duties shall be given an inventory list form which will include value, and any other relevant information regarding the equipment (such as serial numbers, color, etc.). Any broken or damaged equipment replaced with comparable valued equipment shall become the property of the District.

2.0 It is understood that employees will be responsible for taking reasonable care of their equipment 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 equipment.

3.0 If employees' equipment is damaged beyond repair or lost through verified theft, the replacement value of the equipment, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a one hundred dollar (\$100) deductible. Claims of less than one hundred dollars (\$100) shall not be processed. The maximum payment approved by a Deputy Chief of Police for any one loss shall not exceed five hundred dollars (\$500). Losses in excess of five hundred dollars (\$500) but not to exceed three thousand dollars (\$3,000) shall be reimbursed only with the prior approval of the Chief of Police. A written request for reimbursement for damage to or theft of equipment shall be filed by the employee with the Risk Finance and Insurance Services Section within sixty (60) calendar days of the date of loss



and shall be signed by the employee's immediate supervisor and the Chief of Police. The Risk Finance and Insurance Services Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval for the use of equipment was given before the equipment was brought to the employee's work location and only when the value of the equipment was agreed upon by the employee and the supervisor and approved by the Chief of Police, or designee, on the inventory list.

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

**TERM OF AGREEMENT (ARTICLE XXI):** The term of this Agreement shall be modified to cover a period commencing with adoption of this Agreement 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).

The District and LASPMA agree to reopen on one contract article in the 2015-2016 year and the 2016-2017 year.

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

Date of Agreement: 8/28/14

Los Angeles Unified School District

By: Vivian Ekchian  
Vivian Ekchian, Chief Labor Negotiator

Los Angeles School Police Management Association

By: [Signature]  
D.J. Webb, President

Adopted and approved by the Board of Education on September 9, 2014.

By: [Signature]  
Richard Vladovic, Ed.D.  
Board President

## 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. McElhenny  
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