

2011-2014

COLLECTIVE BARGAINING AGREEMENT

UNIT C
(OPERATIONS – SUPPORT SERVICES)

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

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AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July, 2012, 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 Los Angeles City and County School Employees Union, Local 99, which together with its officers and representatives will be referred to in this Agreement as "Union."

ARTICLE I

RECOGNITION

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

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

4078	Air Filter Technician II	4377	Cafeteria Helper
4526	Animal Caretaker	4391	<u>Food Service Worker</u>
3319	Appliance Repair Technician	4394	Cafeteria Worker I (Mentor Worker)
<u>8713</u>	<u>Apprentice Automotive Mechanic</u> <u>(Bus Truck)</u>	4388	<u>Food Service Worker II (Driving)</u>
4193	Assistant Gardener (Restricted)	4387	Cafeteria Worker III
4798	Assistant Photocopy Technician	3541	Computer Technologist I
5771	Automotive Body Mechanic	3545	Computer Technologist II
5775	Automotive Mechanic	<u>2128</u>	<u>Digital Library Assistant</u>
5776	Automotive Mechanic (Bus-Truck)	5881	Driver-Clerk
5130	Automotive Parts Purchaser	<u>3544</u>	<u>Enterprise Server Analyst</u>
4779	Bindery Assistant	5249	Fleets Parts Storekeeper
3571	Brass and Percussion Instrument Technician	4399	Food Production Assistant
4041	Building Engineer	4398	Food Production Worker
4075	Building and Grounds Worker	5778	Forklift Mechanic
4068	Building and Grounds Worker (Restricted/ <u>Disabled</u>)	5217	Forklift Operator
5788	Bus Park Attendant	5781	Garage Assistant
5864	<u>Transportation</u> Routing Assistant	5786	Garage Attendant
		4186	Gardener
		3528	Graphic Arts Machinist
		5826	Heavy Bus Driver
		5831	Heavy Truck Driver

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5858	Heavy Truck Driver Assistant	4098	School Facilities Attendant (Female)
4043	High Pressure Engineer	4099	School Facilities Attendant (Male)
4081	Housekeeper	5766	Senior Automotive Mechanic (Bus-Truck)
4617	Interpreting Equipment Technician		
3591	<u>IT Field Services Technician I</u>	4039	Senior Building Engineer
3539	<u>IT Field Services Technician II</u>	4395	Senior <u>Food Service Worker</u>
3593	<u>IT LAN Technician</u>	4332	Senior Food Production Assistant
3863	IT Solution Technician	3592	<u>Senior IT Field Services Technician</u>
5861	Light Bus Driver	3594	<u>Senior IT LAN Technician</u>
5866	Light Truck Driver	3569	Senior Musical Instrument Repair Technician
4362	Manufacturing Kitchen Assistant		
4390	Manufacturing Kitchen Worker	3589	Senior Network Technician
4339	Meat Shop Worker	4761	Senior Offset Machine Operator
5206	Medical Supply Clerk	4765	Senior Offset Press Operator
5847	Medium Truck Driver	5231	Senior Toolkeeper
2210	Microcomputer Support Assistant	3566	Stage Rigger
5185	Military Property Custodian and Logistician	5247	Stock Clerk
		5255	Stock Clerk (Braille)
3764	Musical Instrument Repair Assistant	5265	Stock Clerk (Computer Repair)
4875	Network Operations Center Engineer	5274	Stock Clerk (Infant and PreSchool)
		5267	Stock Clerk (Music)
3590	Network Technician	4771	Stock Cutter and Finisher
4766	Offset Machine Operator	5260	Stock Worker
4767	Offset Press Operator	5259	Stock Worker (Restricted/Disabled)
4335	<u>Packing Services Technician</u>	3581	Stringed Instrument Technician
4158	Pest Management Technician	5285	Toolkeeper
4797	Photocopy Technician	5281	Toolkeeper (Restricted/ <u>Disabled</u>)
3586	Piano Technician	3368	Tractor Mower Operator
4057	Pool Custodian	5727	Transportation Router
5780	Power Equipment Mechanic	4147	Tree Surgeon
5605	Program Associate F	5871	Truck Driver Helper
4367	Range Cook	3538	<u>WAN Specialist I</u>
4796	Reprographic Assistant	4885	<u>WAN Specialist II</u>
4097	School Facilities Attendant (Restricted)	4051	Window/ <u>Wall</u> Washer
		3576	Woodwind Instrument Technician

1.2 Excluded: All other personnel designated as management, supervisory, or confidential within the meaning of Government Code Section 3540.I and those classes and positions excluded in the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that neither party

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may file for a unit clarification proceeding involving this unit except when the District creates new classifications or when the Union contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

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

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

ARTICLE II

SEPARABILITY AND SAVINGS

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

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

ARTICLE III

DISTRICT RIGHTS

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

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

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

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

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

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

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e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions designated as "Excluded" in Article I (Recognition), to do work which is normally done by employees covered hereby; and the methods of selection and assignment of such personnel;

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

UNION RIGHTS

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

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

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

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

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

a. The Union may designate up to three Job Stewards to be responsible for the traveling floor crews and up to three Job Stewards to be responsible for the traveling window washer crews.

b. The Union may designate up to eleven (11) Job Stewards to represent bus drivers, allocated as shown at the following Bus Park Lots: 2 at Van

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Nuys, 3 at Gardena, 2 at Sun Valley, 1 at Business Division, 1 at Alameda, 1 at Nutrition Center, and 1 at Sepulveda.

5.1 The Job Steward shall have the right to:

a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 3.0 (Grievance Procedure) and Article X, Section 3.0 (Evaluation Procedures); Upon request of a Job Steward serving as a representative as described above, the responsible supervisor/ administrator shall, whenever operationally practical, re-schedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance or appeal;

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

c. Post, initial, and date official Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes; and

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

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

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

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

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

9.0 Contracting-out and Use of Volunteers: The parties agree to the value of local school flexibility. However, in the exercise of its rights to contract-out for

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services and to utilize volunteers, no local school shall enter into any agreements or arrangements which directly cause the layoff by the District of permanent or probationary Unit C employees.

10.0 Special Committees: Separate committees, each comprised of five (5) Unit C employees, with the exception of Transportation and Mechanics which shall be entitled to (6) representatives, as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one (1) such meeting per quarter in the areas of Food Services and the Information Technology Division, and not more than one (1) such meeting per month in the areas of Transportation, Mechanics, Maintenance and Operations, and Purchasing, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated area. The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas of the Unit C committees shall be:

- (1) Food Services;
- (2) Transportation;
- (3) Mechanics;
- (4) Purchasing;
- (5) Maintenance and Operations;
- (6) Information Technology Division

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

ARTICLE V

GRIEVANCE PROCEDURE

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

- a. An employee;
- b. The Union on behalf of an employee with written approval of the involved employee(s);
- c. The Union on its own behalf as to alleged violation of rights granted to the Union in this Agreement; or
- d. The Union concerning the investigation or processing by the Equal Opportunity Section of an official employee complaint filed under Section 1.1 of this Article which is within the Equal Opportunity Section's jurisdiction.

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

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

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

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

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subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

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

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

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

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

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

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of 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.

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

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

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

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

9.0 Step Two: If the grievance is not resolved in Step One, the grievant or his/her representative may, within five (5) days after the termination of Step One, send a written request with a copy of the grievance form to the grievant's division head or Local District Superintendent, or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.

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

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

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

12.0 Arbitration: Within five (5) days from the date the request for an Arbitrator is received by the Office of Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Irene Ayala
Joseph Gentile
Michael Prihar

Bonnie Castrey
Joseph H. Henderson
William Rule

Thomas Christopher
Robert Leventhal

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

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

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

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

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

12.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer or off track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

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13.0 Optional Preliminary Hearing on Issues that do not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons that do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the Arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the Arbitrator. Immediately after selection of the Arbitrator for the preliminary hearing, either the Union or the District may require that a different Arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Arbitrator's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

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

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

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

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

16.0 Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must

Article V – Grievance Procedure

share equally the cost of the reporter and transcription.

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

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

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

ARTICLE VI

WORK STOPPAGE

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

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

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

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

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

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

ARTICLE VII

NON-DISCRIMINATION

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

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

ARTICLE VIII

UNION SECURITY AND DUES 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 a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Union.

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

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

Article VIII - Union Security and Dues Deduction

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

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

6.2 Religious Exemption from Agency Fee Obligations:

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

Brotherhood Crusade

Article VIII - Union Security and Dues Deduction

United Negro College Fund
United Way

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

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

6.3 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll 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 each pay period worked.

ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

1.1 The workyear of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

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

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District.

1.4 Prior to any substantial change of a permanent nature that affects a group of employees' workweek, daily hours of work, and/or work shifts, the employees involved shall, whenever practicable, be given five (5) work days advance notification. The Union shall be advised and given an opportunity to consult with the District about the matter.

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

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

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

1.8 Assuming no substitute relief is provided, the District shall equitably distribute an absent employee's workload among other employees in the same classification reporting to the same supervisor when such absence is prolonged (or daily, in

Article IX - Hours and Overtime

the case of Building and Grounds Workers) or is the result of a reduction in position(s) at the site. The foregoing provision is inapplicable to employees in pupil transportation.

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

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch".

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

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

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

2.4 When an employee is authorized and required to work on any day

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recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-1/2) times the regular rate of pay for actual hours worked.

3.0 Meal Period: Employees who are assigned for duty for at least six (6) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

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

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

4.2 Employees shall be granted one paid rest period of ten (10) minutes following completion of the first one and one-half (1-1/2) hours of assigned overtime and shall also be entitled to a second thirty (30) minutes duty-free unpaid meal period after four (4) consecutive hours of assigned overtime work in excess of eight (8) hours in one day.

5.0 Call Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay.

6.0 Additional Cafeteria Hours: Whenever additional hours of work are available at a site and no new positions are created, the additional hours shall be distributed equally (in minimum half-hour increments) insofar as is practical, based on the individual assignment and departmental job function to the cafeteria employees at the site, provided, however, that such increase in hours does not require making a part-time employee full-time or a non-benefited employee benefited. Employees with excessive unexcused tardiness or absence may, at the District's discretion, be denied such additional hours. Any employee who is denied additional hours on the basis of excessive unexcused tardiness or absence may appeal this decision to his/her site administrator and may be

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represented by the Union if he/she so desires. Annual records of additional hours worked will be kept at each site and will be readily available for review by the employees or the Union.

7.0 Summer Cafeteria Employment: Summer cafeteria assignments for other than "A Basis" employees shall be made from among those employees submitting the appropriate District application form to the Food Services Division Personnel Unit by June 1. The District shall retain, for at least three years, copies of all such applications submitted by employees. A sufficient supply of this form shall be available at all cafeteria sites. The Food Services Division shall send a memo to be posted at each cafeteria site prior to June 1 outlining the procedures to be followed in applying for summer cafeteria work, a listing of those known assignments that will be available, and the criteria for the selection of employees. Assignments shall be based on the availability of openings in the area(s) requested and the qualifications of the employee in meeting particular classification and job requirements. Consideration will also be given to employees' previous experience as well as prior work and attendance records. Offers of summer assignments to employees shall be made as soon as practicable.

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

8.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses and school bus driver certificates) or in meeting employment requirements established at the time of initial entry into the job class.

9.0 DPSS Workfare Issues: The tasks performed by DPSS Workfare participants are performed on an irregular basis at only a few specially identified work sites. Workfare participants are not paid by District Funds and this District's participation is not an attempt to subcontract bargaining unit work. No change in custodial allocation formulas shall occur at any site where DPSS Workfare participants are assigned as a result of such Workfare assignments.

ARTICLE X

EVALUATION PROCEDURES

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

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

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

Evaluations may be issued within the last twenty (20) days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty (20) working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

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

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

2.0 Procedure to be Followed: Performance evaluation reports, including annual evaluations and any interim evaluations, shall be made on forms prescribed by the District.

Article X - Evaluation Procedures

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

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

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

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

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

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

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article V (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal), including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory

Article X - Evaluation Procedures

Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule 904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

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

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

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

A conference memo is a written record about work performance issues issued after a face-to-face meeting or a telephone discussion if the employee or supervisor is unable to personally meet. When the District determines that a formal conference memo is to be issued, the following procedures shall apply:

a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.

b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.

c. Any written response from the employee shall be attached to the memo and retained with the file copy. Neither the District nor the employee shall consider the conference memo by itself to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo. The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary

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proceedings.

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

Any conference memo for which there is no repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as child abuse theft, substance abuse, or violence, shall be void after three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Non-availability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XIV, Section 2.4.

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

ARTICLE XI

TRANSFER PROCEDURES

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

2.0 Administrative Transfer Procedures: 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. The District shall make a reasonable effort to notify the employee at least five (5) working days prior to the effective date of an involuntary transfer. Any employee who is involuntarily transferred shall, upon request, be informed in writing of the reason(s) for the transfer from the appropriate administrator. The transferred employee may appeal the administrative transfer to the appropriate division head and may be represented by the Union in this appeal. No employee shall be involuntarily transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this Agreement, except in cases that, as deemed by the District, keeping the employee at his/her current location would be detrimental to the health, welfare or safety of the employee, administrators, students, or other employees. Also, the transfer of any employee to or from a school designated as a "low performing school" is deemed to be non-disciplinary and non-punitive in nature.

2.1 When a transfer is necessitated by a loss of funding in a specially funded program that reduces the number of positions at a work location, the employee at the site in the affected classification with the most recent date of assignment to that classification shall be transferred first, except that consideration shall be given to employees who have volunteered for reassignment. Employees with special qualifications or those serving in a probationary period may be excepted from such transfers.

3.0 Voluntary Transfers: When a permanent employee wishes to transfer, he/she must complete the appropriate District form and submit it for approval to his/her immediate supervisor for processing. The immediate supervisor and the appropriate division head or his/her designated representative must approve the request but may defer approval up to six months. If approval of the transfer request is deferred, the employee shall upon request be told the reasons.

3.1 When the District determines that a vacancy exists, those employees with approved transfer requests will be considered together with other eligible candidates.

3.2 Employees requesting transfer may be subject to interview by the appropriate administrator.

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3.3 If an employee is rejected for appointment to a specific vacancy, he/she shall be entitled to know the reason(s) for the rejection, if requested. The rejection may be appealed to the appropriate division head or designee, whose decision shall be final. The employee may be represented by the Union in this appeal.

3.4 Transfer requests shall remain on file for two (2) years unless the employee terminates employment, takes a reduction to limited-term status, changes classification, or declines an offer of transfer.

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

4.0 This Article shall not apply to employees whose assignments are governed by Article XII (Bus and Truck Operations Bidding Procedures).

5.0 A change in an employee's work shift that requires payment of a night work differential as specified in Section 3.8, Article XIV (Wages and Salaries, Pay Allowances, Differentials, and Certain Salary Practices) shall not be considered a transfer for the purposes of this Article. Assignments to new or vacant positions for which a night work differential is designated, other than a temporary assignment of less than twenty (20) working days, shall be made on the basis of class seniority from among those employees within the appropriate classification who submit written requests for reassignment to the location of the new or vacant position.

5.1 Assignment changes within the same classification from work shifts requiring payment of a shift differential to shifts not requiring such a differential shall be made based on District seniority from among those employees at the site requesting such a shift change, considering special skills if needed, except that the assignment may be denied if the employee does not meet the following criteria:

- a. Overall "meets standards" on the last three (3) annual performance evaluations, and no "below standard" in any category on the most recent performance evaluation.
- b. No Notices of Unsatisfactory Service/Act in the last five (5) years excluding no-action Notices of Unsatisfactory Service/Act.
- c. Above-average attendance (applicable to sites with two or fewer day-shift employees in the same or related classifications).

5.2 If no one at the site is assigned in accordance with 5.1, above, the assignment shall be offered in seniority order to those employees at other sites who have a shift change request on file with the Personnel Commission, considering special skills if

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needed, and provided the criteria in 5.1, above, is met.

5.3 Notwithstanding 5.1 and 5.2 above, assignment changes to shifts not requiring payment of a shift differential may be made by the administration when necessary for the best interests of the District.

ARTICLE XII

BUS AND TRUCK OPERATIONS BIDDING PROCEDURES

1.0 Bus Operations Bidding Procedure:

1.1 Bidding Priority:

a. Bus Drivers shall bid on routes each year in accordance with their placement on the bidding priority list. Priority for bidding shall be based on the employee's dates of hire in accordance with "b" below. When two (2) or more employees are hired on the same date, their positions on the bid list will correspond to their relative positions on the eligibility list from which they are hired, provided, however, that employees on earlier published eligibility lists shall have greater bidding priority. If the date of hire is the same for two (2) or more employees and if two (2) eligibility lists are published the same day for the same classification, the employee with higher total District seniority (established by original date of hiring) with the District will be placed higher on the bid list. If a tie exists between two (2) or more drivers both initially employed by the District on the same date, the driver with the lower number on an eligibility list will be placed higher on the bid list, provided, however, that if the two (2) drivers have the same number on different eligibility lists, their relative positions on the bid list shall be determined by lot. Employees returning to District employment after termination (except for layoff) shall not be credited with bidding priority earned in previous employment.

b. Preparation of Bid Lists

- 1) Annual Bid List: Date of hire in regular status in the class shall be used. However, if the driver
 - a) Resigned and was reinstated, the reinstatement date shall be used.
 - b) Resigned and was rehired, the rehire date shall be used.
 - c) Was laid off and then re-employed, the original date of hire shall be used. The break in service shall not be deducted.
 - d) Left the class for other service in the District and then returned to the class, the hire date shall be adjusted by using original date of minus the break in service, with the following exceptions:

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- (1) If the driver promotes to a supervisory class in the Transportation Services Division and then demotes (voluntarily or involuntarily) to a driving class, the original date of hire shall be used. The break in service shall not be deducted.
 - (2) If the driver demotes (voluntarily or involuntarily) to a non-driving class in the Transportation Services Division and then returns to a driving class, the original date of hire shall be used. The break in service shall not be deducted.
- 2) Summer Bid List - Driving Assignments: The summer bid list for driving assignments shall be prepared in accordance with the Annual Bid List procedures in (1) above.
- 3) Summer Bid List - Non-Driving Assignments:
 - a) Date of hire as a regular employee in the Transportation Services Division shall be used.
 - b) If the driver resigned and later returned, the reinstatement or rehire date shall be used as date of hire in the Transportation Services Division.
 - c) If the driver was laid off and then re-employed, the original date of hire in the Transportation Services Division shall be used. The break in service shall not be deducted.
 - d) If the driver has a change of classification and later returns to the original class:
 - (1) The original date of hire shall be used if the change of assignment was within the Transportation Services Division.
 - (2) The original date of hire in the class minus the break in service shall be used if the change of assignment was outside Transportation Services Division.

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1.2 Annual Bid Procedure: Driver assignments for the school year shall be made annually based on the results of the annual bid meeting. There shall be separate annual bid meetings for heavy bus drivers and light bus drivers. The meeting times and dates shall be announced no later than two (2) weeks prior to the respective annual bid meeting. Several copies of the bid lists by class and the information concerning routes, parking locations, buses assigned, and supervisors that have been made available in the past shall be made available at District garages and Area Bus Supervisors' offices to drivers eligible to bid as soon as practicable prior to the meeting. A driver may request clarification of the bid list prior to the bid meeting, provided, however, that the bid list presented and used at the bid meeting shall be deemed final.

1.3 Bidding shall be in order of the established bid list. A driver who is absent from the bid meeting may submit to the Bid Coordinator a written "Authorization to Bid" form designating another employee to bid on his/her behalf. A driver or his/her designee may bid or pass on his/her turn. Drivers who pass may rebid at the end of the initial bid process. Each driver will be allowed up to two (2) minutes to bid. Bid meetings for full-time light bus drivers, part-time light bus drivers, full-time heavy bus drivers, and part-time heavy bus drivers shall be held separately.

1.4 Drivers will first bid a route and then bid a bus in the area of the route. Where a route is assigned a specific bus, only the route may be bid.

1.5 Full-time drivers shall be given first opportunity to bid on full-time routes. If a full-time driver is an eligible bidder but does not participate in the annual bid, a full-time route shall be reserved for the driver. Incumbent 2000-2001 full-time bus drivers shall have the opportunity to bid a full-time route, regardless of their rank on the bid list. Once established, a full-time bus driver position shall be eliminated only through attrition. To the extent that actual savings generated by the addition of five lower salary steps to the salary schedules after subtraction of the cost for the uniform allowance increases referred to in Article XIV, Section 2.2c are sufficient to finance it, starting with the Fall 2002 bid the District will seek to increase the number of full-time bus drivers toward a goal of ten percent (10%) of the total of District bus driver positions by the establishment of one (1) full-time position for every three (3) bus drivers hired at the reduced salary rate; provided, however, in the event that the total number of bus driver positions is reduced for any reason, the District may institute a hiring freeze on full-time bus driver positions until the number of full-time bus driver positions drops below ten (10%) of total District bus driver positions. After all full-time drivers have bid and full-time routes assigned or reserved in accordance with the foregoing procedures, a full-time light bus driver position shall be filled by the most senior part-time light bus driver who has the highest place on the bid list and who will accept the position. A full-time heavy bus driver position shall be filled by the most senior part-time heavy bus driver who has the highest place on the bid list and who will accept the position.

All rights and obligations provided in this section are subject to and limited by the Education Code.

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1.6 Eligible bidders who fail to bid or who are on extended illness or industrial injury/illness leave and who, prior to the bid meeting, do not present a District doctor's authorization to return to work on or before the effective date of the new assignment shall be assigned residual equipment and routes.

1.7 Filling Vacancies that Occur During the Year: When the District determines that there is a vacancy in a heavy or light bus driver position, notice of that vacancy shall be posted at District garages, parking locations, and each Area Bus Supervisor's office for a minimum of five (5) days. The vacant position shall be awarded to the driver with the highest place on the bid list who bids on the position, provided, however, that drivers who are assigned to Special Education routes shall not be eligible to bid for such vacancies unless the vacancy bid is an assignment of more hours than the bidder's present assignment. When no driver bids for the vacant heavy or light position, as the case may be, it may then be filled from an eligibility list or other list.

If the District decides to fill a position vacated by a successful bidder, the vacant position shall be filled from the eligibility list or other list and shall not go up for bid. A full-time light bus driver position shall be filled by the most senior part-time light bus driver who has the highest place on the bid list and who will accept the position without regard as to whether the light bus driver is assigned to a Special Education route. A full-time heavy bus driver position shall be filled by the most senior part-time heavy bus driver who has the highest place on the bid list and who will accept the position.

1.8 Notwithstanding the foregoing, adjustments or assignment changes may be made by the Director of Transportation when necessary for the best interests of the District.

1.9 Driving and Non-Driving Summer Work for Bus Drivers:

a. Bus drivers shall submit on a readily available prepared form their availability for a summer driving and/or non-driving assignment. This form is to be submitted no later than two (2) weeks before the last day of the school year. Only bus drivers who indicate that they are available for summer work will be considered for a summer assignment. The District shall notify bus drivers of the anticipated non-driving summer assignments which may be available no later than four (4) weeks before the last day of the school year.

b. Summer Driving Assignments: When sufficient information is provided to establish routes for summer school, these routes will be put up for bid by class. Bidding will be conducted under the Annual Bid Procedures. Drivers that successfully bid a summer route will not be considered for another summer assignment.

c. Summer Non-Driving Assignments: A summer priority list will be

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established from among those submitting forms who do not successfully bid a summer driving route under paragraph "b," above. All non-driving positions which are assigned to bus drivers will be assigned from the priority list, based on their date of hire in Transportation Services Division, except for those positions which require special qualifications. As to those positions requiring special qualifications, assignments will be made based upon date of hire in Transportation Services Division from among those possessing the special qualifications.

d. All drivers assigned to sections other than Pupil Transportation must meet the proper qualifications required by that section.

e. When a driver has accepted an assignment, he/she must complete that assignment and may not request to be changed from one assignment to another.

f. Summer "as needed" assignments will be offered to the most senior driver available for "as needed" assignments. Every effort will be made to offer the most senior driver the trip with the greatest number of hours. Drivers are required to call in daily by twelve noon. "As needed" drivers that fail to call in or are unavailable for work or miss a trip shall be penalized five (5) assigned working days, provided, however, that a driver may turn down one trip without such penalty if the round trip distance between the driver's home and the reporting location for the trip exceeds sixty (60) miles. Drivers unavailable for work due to confirmed medical or dental appointments or verified illness will not be penalized.

2.0 Truck Operations Bidding Procedure:

2.1 Bidding Priority:

a. Heavy and Medium Truck Drivers shall bid on the various vehicles. Light Truck Drivers shall bid on a route, provided, however, that routes are subject to change as necessitated by the freight being transported and other operational necessity. Heavy Truck Driver Assistants and Truck Driver Helpers shall bid on work shifts, for the year in accordance with their placement on the bidding priority list in the appropriate Division. Bidding priority shall be in accordance with "b" below.

b. Annual Bidding Priority Lists shall be prepared utilizing the date of hire in regular status in the class. When two (2) or more employees are hired from an eligibility list on the same date, their positions on the bidding priority list will correspond to their relative positions on the eligibility list from which they were hired. Also, if the employee:

- (1) Resigned and was reinstated, the reinstatement date shall be used.

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- (2) Resigned and was rehired, the rehire date shall be used.
- (3) Was laid off and then re-employed, the original date of hire shall be used. The break in service shall not be deducted.
- (4) Left the class for other service in the District and then returned to the class, the hire date shall be adjusted by using original date of hire minus the break in service, with the following exception: If the employee promotes to a supervisory class and then demotes (voluntarily or involuntarily) to a driving class, the original date of hire shall be used. The break in service shall not be deducted.
- (5) Otherwise returns to District employment after separation (except for layoff) shall not be credited with bidding seniority earned in previous employment.

2.2 Annual Bid Procedure: Assignments in the appropriate Division for the year shall be made annually based on the results of an annual bid meeting. The meeting times and dates shall be announced no later than two (2) weeks prior to the respective annual bid meeting. At the time of the announcement, each Division employing eligible bidders shall prepare an annual bidding priority list and hire date information which shall be made available to employees eligible to bid. Eligible bidders who are on long term absence shall be mailed the bid information, including the bidding priority list. An eligible bidder may request clarification of the bidding priority list prior to the date of the bid meeting, provided, however, that nothing precludes the District from making changes to any of the bid information prior to the bid date and that the bidding priority list presented and used at the bid meeting shall be deemed final. All changes made to the bid information shall be announced at the start of the bid. Assignments will be effective at the beginning of the fiscal year.

2.3 Bidding shall be in order of the bidding priority list established for each Division. An employee who is absent from a bid meeting for reasons other than extended illness leave or industrial injury/illness leave may, prior to the start of the meeting, submit to the designated Division representative Bid Coordinator a written "Authorization to Bid" form designating another employee to bid on his/her behalf. An eligible employee who is absent from the bid meeting due to an emergency may telephone his/her bid to the designated Division representative prior to the start of the meeting.

2.4 Eligible bidders who fail to bid or who are on extended illness or industrial injury/illness leave and who, prior to the bid meeting, do not present a District doctor's authorization to return to work on or before the effective date of the new assignment will be assigned residual positions and equipment.

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2.5 Filling Vacancies that Occur During the Year: Notices of vacancies occurring during the year shall be posted by each Division at their respective work location for five (5) working days. The notices shall describe, as appropriate, the vehicle, the current assignment, work hours, or salary differential, and effective date of assignment for the successful bidder. The most senior qualified employee who signs the notice shall be assigned to the position. The position vacated by the successful bidder will be posted and the process will continue until a vacated position is not requested by any employee. Such vacated positions will be assigned by the appropriate using the bidding priority list in inverse order.

2.6 Notwithstanding the foregoing, adjustments or assignments changes may be made by the appropriate Division Director when necessary for the operational needs of the District.

2.7 Attendance at bid meetings shall be in paid status.

3.0 Notification of Absence Telephone Calls: Telephone calls (other than local calls) made by bus drivers to the Transportation Services Division to notify the District of employees' absence pursuant to Article XIII, Section 5.0, Notification Requirements, may be made as collect calls.

4.0 Winter Recess and Spring Recess Driving Assignments:

a. Winter Recess: Drivers with the highest seniority shall be given priority for winter recess driving assignments, provided that the employee has no time in his/her "1994 Accrual Bank" as defined in Article XVII, Vacation.

b. Spring Recess: Drivers with the fewest accumulated vacation hours shall be given priority for spring recess driving assignments.

c. Nothing in this subsection shall contradict or supersede the District's rights to require employees to take vacation or to limit vacation accrual to 18 pay periods pursuant to Article XVII, Vacation.

5.0 Split Shifts: Split shift assignments for drivers will only be made to meet the operational and fiscal needs of the District. If a split shift is called for, the District will assign only one split in a driver's normally assigned daily shift.

5.1 Excluding trips for athletic contests, special events, or emergency situations, the District will attempt to limit the split for full-time drivers to not more than four (4) hours, inclusive of a meal period, and for part-time drivers to not more than five (5) hours, inclusive of a meal period.

6.0 Weekend Trips: Drivers who are unavailable for overtime weekend trips that are charged to their "overtime account" shall only be charged that amount of

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overtime the turned down trip actually took.

Drivers who are unavailable for overtime due to illness, personal necessity or unpaid leave during the regular workweek shall be charged two (2) hours of overtime on the day absent.

7.0 The Union shall be allowed up to five (5) observers at each bid meeting.

8.0 Bus drivers shall receive up to two (2) hours credited to their vacation balance for attendance at the Annual Bid Meeting described in Section 1.2.

9.0 When a Bus Driver or Truck Driver is placed on special assignment following a misconduct allegation, the employee shall, to the extent possible, be informed by the appropriate administrator of the reasons for the special assignment at the time of the change of assignment. The appropriate Division Director, Deputy Director, or their designee shall have the sole authority to place drivers on such special assignment. An employee placed on special assignment may request review of the status of the basis for the special assignment by the appropriate Division Director, Deputy Director, or their designee after any 15-day period in such assignment. The employee will be advised of the outcome of the review and the basis for it, and if the special assignment is to continue, the basis for continuing the special assignment. When it is necessary to continue a part-time bus driver's special assignment beyond 90 calendar days, the following will apply: Provided that the investigation did not lead to discipline, the part-time bus driver will, following return to his/her regular assignment, be compensated with respect to the period beginning with the pay cycle immediately following the 60th calendar day following the start of the special assignment the difference, if any, between his/her basic assignment and his/her average paid time for the prior quarter.

10.0 The official assignment of daily hours for the purpose of determining illness, vacation, holiday benefits and special assignment pay (as defined in Section 9.0 above) for bus drivers shall reflect, to the extent practicable, the actual assigned hours for the route assigned. However, such assignment shall not result in making part-time employees full-time if there is an existing reemployment list.

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

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

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

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

5.0 Notification Requirements: Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but, except in unusual circumstances, notification should not be later than the employee's first working hour of the first day of absence except that notification by bus drivers, truck drivers, and school-based food services employees (whose starting times permit) must be no later than two (2) hours before any such employee's starting time. Notwithstanding other provisions of this Article, an employee intending to be absent in excess of five (5) working days must also submit a written explanation covering the period of absence to the appropriate supervisor no later than the third day of absence. Unless such an explanation is submitted, failure to return to work after the fifth consecutive working day of absence may, except under unusual circumstances, be considered resignation from service.

5.1 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) hour before the end of the regular working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be

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paid for that day.

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

7.0 Expiration of Leave: Except in the case of illness leave or industrial injury/illness leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) days but not less than ninety (90) days, the employee should make every effort to notify the Personnel Commission of his or her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

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

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

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

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

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

10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child or grandchild of under three (3) years of age. Proper written application must be submitted to the Personnel Commission at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.

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

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

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

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

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

11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive his or her full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of

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any accrued vacation which he or she may have. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.3. A restricted or initial probationary employee must render service and shall not be eligible to be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time. When all paid and unpaid leaves of absence and vacation benefits have been exhausted, a regular employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

11.6 An employee who is absent shall be required to certify the reason for absence by completing the appropriate form. Also, the District may verify, when it reasonably suspects abuse or deems necessary for health and safety reasons, any claimed illness, injury, or disability under this Section before authorizing any compensation.

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

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

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

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

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

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

c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;

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

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

12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 120 days. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in "e.", above; (3) submitted the Special Physical Injury/Alleged Act of Violence form to the Office of Risk Management and Insurance Services within thirty (30) days of the incident; and (4) submitted to the District a District-approved leave of absence form. The leave of absence form is to be filed with the District in a timely manner so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties (but not whether it is compensable under worker's compensation laws), shall be made by the Office of Risk Management and Insurance Services. A. determination that the injury is disabling beyond the sixty (60) day period and approval of the paid leave extension shall be contingent upon the employee qualifying for payment of temporary disability benefits under applicable workers' compensation laws. An employee may be required during the extended period to be

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evaluated by the District at any time. The District shall continue to advise employees of the requirements of this Section.

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

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

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

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

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

c. Birth of the employee's child;

d. Religious holiday of the employee's faith;

e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;

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

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

1. Each day of necessary attendance as a litigant or as a witness under such an official governmental order must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction;

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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;

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

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

j. Up to one (1) day of paid personal necessity leave and additional hours of accrued vacation or unpaid leave not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five (5) working days prior to the absence. This advance notice requirement shall not be applicable in the event of unforeseeable circumstances or emergencies, in which case the employee shall provide as much notice as reasonably possible. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

k. An employee shall be allowed up to six (6) additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well.

Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under Article XIII, Section 21.0, Family Care and Medical Leave.

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

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

- a. The total number of days allowed for such absence shall not exceed six (6) days per fiscal year;
- b. The days allowed shall be deducted from and shall not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;
- c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage.
- d. When practicable, written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance.
- e. The employee may be required to verify the nature of such necessity.

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

- a. To be with a member of the immediate family who is ill;
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;
- c. To rest, subject to the approval by the District;
- d. To remain with spouse if a change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator -- such leave shall be renewed annually during tenure of office, the above limitation notwithstanding; or
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature.

14.1 Applications must be filed with the Personnel Office and are subject to

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cancellation in the event of layoff.

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

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

17.0 Jury Duty Leave (Paid): A paid leave shall be granted to any employee required to render jury service in any court within the State. An employee shall provide to his/her supervisor no less than five (5) working days notice of a summons to jury service. However, if the summons to the employee does not allow for at least five working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons. All jury fees received shall be remitted to the Accounting and Disbursements Division except mileage fees, jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings. Employees whose regular assignment is to other than the day shift will be reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required for jury duty.

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

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

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

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

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

20.0 Miscellaneous Leaves:

20.1 Employment Examination: Upon giving his immediate supervisor advance notice of not less than two (2) working days, an employee shall be permitted a paid absence to take an examination or participate in other District employment procedures during working hours. If less than two (2) days' notice is given by an employee, permission to participate without loss of pay is subject to approval by his/her immediate supervisor.

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

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

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

20.5 Maintenance Procedure No. G-R-14, "Repair of Personal Vehicles," dated July 13, 1982, shall be applicable to Unit members assigned to Facilities Services

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Division positions.

21.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months and who has served for 130 workdays during the twelve (12) months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and days worked during off-basis time shall count as "workdays". Family Care and Medical Leave absences of twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty (20) or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

21.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1)"Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under eighteen (18) years of age or an adult dependent who is incapable of self care due to a mental or physical disability. (2)"Spouse" means a husband or wife of an employee; (3)"Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law. (4)"Family member" means "child", "spouse", or "parent" as defined above. (5) "Serious health condition" means an illness, injury, impairment, or other condition that involves either "in-patient care" or "continuing treatment". (6) "Inpatient care" means a stay in a hospital or other medical facility and includes any subsequent treatment in connection with inpatient care. (7)"Continuing treatment" means treatment by a "health care provider" that involves one or more of the following: (a) a period of incapacity of more than three (3) consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two (2) or more treatments by a "health care provider", or treatment by a "health care provider" on at least one occasion that results in a regimen of continuing treatment under the supervision of a "health care provider"; (b) any period of incapacity due to pregnancy (including morning sickness); (c) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three (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,

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clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

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

21.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled workweeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12-month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007 through August 31, 2007. Any leave an employee takes for the reasons specified in Section 21.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.

21.4 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 (2) two occasions. If the leave is taken for a serious health condition of the employee or of the employee's family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short

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a time as (1) one hour (can be less than one hour, if necessary). If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position may include the altering of the employee's current job. The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started.

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

21.6 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

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took, Family Care and Medical Leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Article.

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

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

21.7 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 21.3 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.

21.8 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 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.

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

21.10 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.

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

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

a. The leave shall be for a minimum of one (1) year. The leave shall be extended upon request of the employee; however, the total period of leave shall not exceed the duration of the initial charter;

b. For an employee not assigned to a school or program that is being converted to a Charter School, the leave shall commence at the beginning of the next school year (July 1); exceptions may be provided in the sole discretion of the District;

c. Salary and benefits received by the employee during the period of leave shall not be the responsibility of the District, but shall be established and provided by the Charter School in accordance with the Charter School petition approved by the Board of Education;

d. Return from leave to District service shall be in accordance with the provisions contained in this Article unless the employee has been laid off by the District;

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

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

ARTICLE XIV

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

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

2.0 Pay Allowances:

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

b. Pupil Management Coursework: Newly-hired Bus Drivers who complete the required forty-two (42) hours of coursework in pupil management by attending District-sponsored classes at Adult Schools or other approved locations shall be compensated at the rate of five (5) dollars for each hour of actual attendance. Such training shall be in addition to any training required by law for the position of Bus Driver. Employees who have met the coursework requirements prior to District hiring shall not be eligible for such compensation.

2.2 Uniforms:

a. If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems and cards for employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall return any unused coupons/vouchers, etc., upon separation from service or termination of the assignment.

b. The district shall, for the duration of this Agreement, continue to provide and/or make available to the employees the uniforms, uniform allowances, protective gear and equipment (for example, wraparounds for cafeteria employees and housekeepers at cafeteria and children's center sites) which the District currently provides to employees under District practice, provided, however, that uniforms for bus drivers, truck drivers and employees in related classes shall be

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governed by the specific provisions in 2.2c below. One (1) lightweight jacket shall be provided to each Bus Park attendant and uniforms for Building and Grounds Workers shall be governed by 2.2 d below.

c. Bus and Truck Drivers and employees in related classes: All initial basic uniforms and replacement items shall be provided by District-approved vendors (at least one of which shall be located in the San Fernando Valley). No employee will receive a cash reimbursement for such items. The District shall pay the vendors directly. The initial basic uniform shall consist of the following: one (1) jacket, four (4) shirts, four (4) pairs of trousers (female drivers may substitute skirts for any or all of the pairs of trousers), two (2) ties (optional), and one (1) belt; unless precluded by safety concerns, two (2) pairs of shorts may be substituted upon request for two of the four pairs of trousers. Employees shall be issued up to two (2) identification badges each year; additional badges must be purchased by the employee at \$3 each. The first year of employment, all new employees shall receive the initial basic uniform. In subsequent fiscal years, employees may acquire replacement items not to exceed \$125 per fiscal year for bus drivers, and \$175 per fiscal year for truck drivers and related classes. To the extent actual savings generated by the addition of five lower salary steps are sufficient to finance it, the uniform allowance for bus drivers will increase to \$150 per fiscal year in 2002 – 2003. Initial basic uniforms and replacement items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

d. For Building and Grounds Workers (class codes 4075, 4088, and 4068 only) the initial basic uniform shall consist of six (6) T-shirts with a District or Facilities Services Division emblem. Once uniforms are issued, it shall be mandatory for employees to wear their uniform at all times while on duty except when excused in writing by the employee's administrator or designee. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear.

2.3 Daily Food Allowance: The District shall provide a daily food allowance of one meal, either a National School Lunch or breakfast (including an adult beverage in lieu of milk), or its equivalent based upon Board approved adult meal prices, to adult kitchen workers at schools, the Nutrition Center and Children's Centers. Children's Center Housekeepers who are assigned duties including food preparation and/or service shall also receive the food allowance.

2.4 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, beginning July 1, 2009, be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

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

Effective July 1, 2007, Seven (7) dollars for each day or part of a day worked, plus effective July 1, 2009, the Internal Revenue Service established standard business rate for all miles

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

2.5 Emergency Vehicle Breakdown: In the event of an emergency vehicle breakdown during regular work hours, employees who are eligible to receive the flat rate pursuant to Section 2.4 above, shall be allowed up to two (2) paid hours to arrange for the repair of the vehicle. However, in the event that extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their superior of such circumstances and obtain appropriate approval. The employee shall notify his/her immediate supervisor immediately to report the breakdown. Any breakdown time permitted under this section shall, at the sole discretion of the immediate supervisor, be charged to personal necessity, vacation or regular assigned hours.

3.0 Pay Differentials - General:

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

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

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

3.4 A differential authorized under this Article shall not affect salary

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allocation upon change of assignment.

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

3.6 Language Differential:

a. Certification: A regular employee, shall be paid a long-term salary differential for using language skills upon certification from the appropriate Local District Superintendent or Division head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language, or to converse fluently in a non-English language or sign language.

a. (i) Employees who have not received certification under this Section shall not be required on a recurrent basis to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications.

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

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

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

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

f. 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

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regular eight (8) hours per day assignment.

g. An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 3.6 a through c, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

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

3.7 Freezer Work Differential: An employee who is assigned duties requiring work in a freezer at temperatures below 0° for four (4) hours or more during a day for twenty (20) days or more shall receive a long-term salary differential of five and one-half percent (5½ %).

3.8 Shift Differential:

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

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

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

3.9 The District agrees to continue its practice of paying a Leader Differential under the following terms and conditions: A short-term salary differential of three and one-half percent (3 ½ %) above the regular rate of pay shall be paid to an

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employee temporarily assigned supervisory responsibility over a crew of three (3) or more other employees who work in the leader's immediate presence at one site and in the absence of a supervisory employee, subject to the following:

- a. A leader differential shall not be granted if supervision is exercised over other employees in those classes for which the leader's class normally has lead responsibility.
- b. At present, leaders are assigned in the Automotive Maintenance Section. However, leaders may also be assigned in other classes approved by the division head.
- c. Whenever practicable, leaders shall be selected from the appropriate eligibility list as determined by the division head or his/her designee.
- d. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration.

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

5.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

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

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class; and
- c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

5.2 Notwithstanding Section 5.0 above, the Joint Apprenticeship Committees shall have the responsibility for determining the frequency of and eligibility for

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step advancement for employees in apprentice classifications.

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

7.0 Payroll Errors:

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

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

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

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

7.2 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who has received an overpayment of more than fifty dollars (\$50) prior to making any

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deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the employee to establish a reasonable method of repayment with the Payroll Administration.

8.0 Temporary Work in a Vacant Position in Another Classification: When an employee is temporarily assigned to work in an existing vacant position in another classification for at least five (5) consecutive days, or for a number of hours during the pay period which corresponds to five (5) days or more, a limited-term assignment shall be processed in accordance with the provisions of Personnel Commission Rule 585, "Compensation for Employees in Limited-Term Assignments." Copies of this rule shall be available for inspection at all schools and offices. Additional copies may be obtained through the Office of Labor Relations.

9.0 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.

9.1 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.

9.2 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.

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

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

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

10.0 Mentor Workers: Local 99 and the District support the establishment of a "School to Work" or "Welfare to Work" trainees transition program where interested students or Welfare to Work trainees are assigned to train with Mentor Workers in a curriculum designed to introduce the student or welfare to work participant

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to the world of work, while at the same time, teaching valuable job skills. The parties recognize that a "School to Work and Welfare to Work" transition programs, add value to the work force, recognize outstanding workers, increase employee morale and play a critical role in assuring quality student outcomes.

a. Mentor Workers shall be selected by consensus of the Union and District members of the Unit C Labor Management Committee which represents their classification. The Committee shall be responsible for establishing selection criteria, procedures, and applications.

b. Participation of any operational unit in a District-approved "School to Work" or Welfare to Work transition program shall be at the sole option of the operational unit's division head or functional equivalent.

11.0 Recovery of Training Costs: An employee in a computer-related technician classification who voluntarily participates in District-paid Microsoft or Cisco certification training shall agree to remain employed by the District following completion of the training program for at least one year for MCP or CCNA certification (or equivalent), or two years for MCSE or CCNP certification (or equivalent). An employee who terminates employment with the District prior to the applicable one or two-year term described above shall, on a prorated basis, refund the cost of the certification training to the District, or it shall be deducted from the employee's final warrant. The refund back to the District shall be equal to the number of months remaining in the term, multiplied by the amount indicated below:

Microsoft Certified Professional (MCP) or equivalent	\$250
Microsoft Certified Systems Engineer (MCSE) or equivalent	\$400
Cisco Certified Network Administrator (CCNA) or equivalent	\$250
Cisco Certified Network Professional (CCNP) or equivalent	\$400

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 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 Agreement between LAUSD And The Unions/Associations Representing District Employees" Agreement on Health and Welfare in Appendix E which is attached hereto for informational purposes only.

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

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

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

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

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

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

f. Effective no later than January 1 of any plan year, Local 99 shall have the option of informing (in writing) the District and the other unions participating the HBC of its intent to remove its pro rata share of District Health and Welfare Plan health benefit expenditures and assume the responsibility of providing a benefit program for its members, or having the District design and

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administer a health benefit program for its members. However, any removal of its pro rata share of District health benefit expenditures shall be subject to the precondition of nine months' written notice to the District regarding Local 99's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

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

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

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

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

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

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

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

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

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

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

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

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

e. Employees hired on or after March 1, 2007, but prior to April 1, 2009, shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the

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"Rule of 80" eligibility requirement (section 4.0 (d) above) to receive employee and dependents' health and welfare benefits (medical dental and vision) upon retirement as provided for in this Agreement.

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

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

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

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

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

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

a. Documentary Proof of Status Required for Dependents

Dependents

Documents Required (copy)

Legal Spouse

State-or County-Issued Marriage Certificate

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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:

- (1) have shared a regular and permanent residence for the past 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,

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- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous 12 month period;
- (6) are at least 18 years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

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

d. If spouses/domestic partners are both District employees and each is covered both as an employee and as a dependent, the District will pay \$1000 to the dependent per coverage year who agrees to accept coverage under the same plan as his/her spouse/domestic partner, thereby creating coverage for one as the employee and one as the dependent.

e. If a District employee agrees to waive coverage from the District and accepts coverage solely under a plan of his/her spouse's/domestic partner's employer (not the District), the District will pay \$1000 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.

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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.
- 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).

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

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

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

6.4 Continuation of Enrollment (Life Insurance)

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

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.

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

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

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

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

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

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

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

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

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

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

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

10.0 Miscellaneous Provisions

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

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

11.0 State Disability Insurance: The District agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the

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State of California and that all premium costs of this Program shall be borne by the employees through individual payroll deductions.

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

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

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

13.0 Employee Assistance Program:

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

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

b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or

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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.

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

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 or immediately abut the employee's assignment period, subject to the conditions listed in Sections 1.1 through 1.3:

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

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

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

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

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

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

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

ARTICLE 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 Section 1.1. Active service means all of the time for which pay is received, excluding overtime.

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

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

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

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

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

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

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

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

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

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

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

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

b. Step Two: By April 15 of each school year (this date shall be September 7 for bus drivers) or two (2) weeks after the adoption of school calendars, whichever occurs last, each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount.

The vacation days identified in the employee-submitted vacation schedule shall be

Article XVII - Vacation

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

1.6

a. Within (15) calendar days of receipt of the employee's vacation usage schedule, (or by September 30 for bus drivers), the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed schedule for vacation would substantially interfere with the operation of the employee's work unit. Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency. Except as provided in Section 1.8, any scheduling conflict(s) between or among employees working in the same unit or office as to when vacation can be taken shall be decided by site or work unit seniority within classification. It is further provided, however, that for the classifications of Heavy Bus Driver and Light Bus Driver, vacation scheduling conflicts shall be decided for each Area Bus Supervisor (ABS) area by District seniority (not site seniority). In the event of a tie, the scheduling conflict shall be determined by lot.

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

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

1.8 An employee that is prevented or prohibited from taking vacation

Article XVII - Vacation

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

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

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

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

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

Article XVII - Vacation

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

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

1.14

a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

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

c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. This limitation shall include vacation used in lieu of half-pay illness days pursuant to Article 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.

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

1.16 Attendance Incentive Plan

a. A vacation-earning employee who accumulates a total of fifty (50) days or more days of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she

Article XVII - Vacation

accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee whose full-pay illness absence credit earned subsequent to June 30, 1995, thereafter drops below fifty (50) or more days shall not be entitled to additional vacation under this section, except pursuant to subparagraph (b).

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

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

ARTICLE 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 they are aware. The District shall be responsible for informing employees of necessary safety procedures and practices. Reports of the Warehouse Safety Committee shall be posted. The District shall continue the Warehouse Safety Committee and at least one (1) member of the Committee shall be a Warehouse Worker. There shall be no reprisal against an employee for reporting any unsafe or potentially unsafe condition, facility, or equipment.

2.0 Unit members shall be allowed reasonable access and use of staff rest and toilet facilities. Access to drinking water shall be provided at all work sites where Bus Park Attendants are assigned.

3.0 Emergency Use of Telephones: Except in cases of emergency, employees shall not use District telephones for personal calls. At work locations where no public telephone is available, the District shall make a reasonable effort to provide access to District telephones for emergency calls. Charges incurred for any such personal calls shall be collected from the employee and remitted to the Accounting and Disbursements Division.

4.0 All newly purchased new school buses shall be equipped with tinted glass.

4.1 The District shall make every reasonable effort to minimize exposure of Bus Drivers to bus fumes and particulates by improving natural ventilation and by regularly removing exhaust particulates from bus yards. Additionally, Bus Drivers will report, in a timely manner, buses which are smoking excessively and may need maintenance work.

5.0 The District shall endeavor to provide any needed supplemental training in safety procedures to employees at the Newman Nutrition Center in the disassembly of machines for cleaning, and to Building Engineers and Senior Building Engineers in belt replacement and use of ladders.

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

6.1 In the event a safety issue is not resolved by the school or work site safety committee, a complaint regarding such safety issue may be forwarded to either the Office of Environmental Health and Safety (OEHS) duty officer or to the appropriate Senior

Article XVIII – Safety Conditions

Environmental Health and Safety Officer. It is the responsibility of the OEHS to review the complaint and direct compliance, as appropriate.

6.2 If the party contacted, as set forth in Section 6.1 above, fails to respond on the safety issue within twenty (20) work days from the date received by OEHS, the issue may be forwarded to the Director of the Office of Environmental Health and Safety for response and/or action.

ARTICLE XIX

TOOL REPLACEMENT

1.0 Subject to Section 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) employees' hand tools which are broken or damaged in District service or lost through verified theft from District property not the result of the employee's negligence. Such hand tools must be those the employee is required to possess by the District and must be listed on approved inventory lists. All employees required to supply their own hand tools shall be given an inventory list form and information regarding hand tools as indicated in this Article. Any broken or damaged hand tools replaced with comparable valued hand tools shall become the property of the District.

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

3.0 If employees' hand tools are damaged beyond repair or lost through verified theft, the replacement value of the tools, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a \$100 deductible. Claims of less than \$100 shall not be processed. The maximum payment for any one loss shall not exceed \$500. Losses in excess of \$500 but not to exceed \$3,000 [\$5,000 for Apprentice Automotive Mechanic (Bus-Truck), Automotive Body Mechanic, Automotive Mechanic, Automotive Mechanic (Bus-Truck) and Garage Assistant] shall be reimbursed only with the prior approval of the division head. A written request for reimbursement for damage to or theft of tools shall be filed by the employee with the Division of Risk Management and Insurance Services within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the division head. The Division of Risk Management and Insurance Services shall conduct such investigation as may be necessary. Reimbursement is provided only when approval for the use of tools was given before the tools were brought to the school or office or other District property and only when the value of the tools was agreed upon by the employee and the supervisor and approved by the division head.

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

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

ARTICLE XX

TUITION REIMBURSEMENT

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

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

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

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

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

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

f. Tuition reimbursement shall be limited to a maximum of \$600 for any individual employee during any twelve (12) month period, effective July 1, 2009.

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

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

Article XX - Tuition Reimbursement

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

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

ARTICLE XXI

RECLASSIFICATION PROCEDURE

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

1.1 **Approvals:** Provided the description of the duties is accurate, necessary approval signatures shall be accomplished by the unit or section head, and Division head/Local District Superintendent within sixty (60) calendar days after submission to the employee's immediate supervisor. Extension of this time limit shall only be made upon consultation with the employee. The required approvals certify that the duties listed on the 80.4 Form are assigned the subject position and do not necessarily imply that the position is misclassified. The responsible administrator may attach supplemental information to the Form before signing. If, after review by the responsible administrator, the employee does not agree that the approved 80.4 Form adequately reflects the assigned duties of the subject position, the employee may attach supplemental information to the Form detailing concerns. The responsible administrator shall notify the employee upon disposition of the request.

1.2 The 80.4 Form approved at the Division head or Local District Superintendent level shall be forwarded to the Office of the Associate Superintendent, Personnel, for review by the Superintendent's 80.4 Committee. The employee shall be informed when the Form is received by the Committee staff and the tentative date that it will be reviewed by the Committee. If approved by the Committee, the request shall be forwarded to the Personnel Commission staff for classification study. The employee shall be informed of the disposition of the request by the 80.4 Committee.

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

ARTICLE XXII

TRAINING

The Union and the District recognize that a trained and competent workforce is necessary to maintain operational efficiency and improve student achievement. The parties agree to enter into a collaborative effort to improve training for Unit C members as follows:

1. The Union and the District agree to establish a Local 99/LAUSD Employee Training Committee. The committee will be composed of one management representative and one Union representative from each of the Labor/Management Committees designated in Article IV Section 9.0. The committee shall have the authority to make recommendations to the Superintendent or his/her designee regarding the selection, design and implementation of training programs for Unit C employees. Recommendations made by the committee shall be by consensus.

The committee shall not generate its own training recommendations, but shall receive and review training recommendations from the Local 99/LAUSD Labor Management Committees regarding new training opportunities for Unit C employees in the following areas: Technical training, to assure that employees are abreast of the latest developments in their respective fields; to upgrade employee educational skills to enhance employee performance in their job field; and to help employees to develop more effective participation in the district's decentralized decision-making process.

2. Employees participation in the above-described training program is separate and distinct from the District's tuition reimbursement program set forth in Article XX, and employees shall not be entitled to reimbursement under this program and Article XX for the same training or education.
3. When the District introduces new equipment or machinery, employees who will be utilizing such equipment or machinery in the course of their work, will receive, as necessary, appropriate training with respect to the safe operation of such equipment or machinery.
4. Serv-Safe Requirement: The District will give notification to employees of expired Serv-Safe requirements via LAUSD email. The District will make a reasonable effort to provide training and inform employees of trainings when available.

ARTICLE XXIII

ENTIRE AGREEMENT

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

ARTICLE XXIV

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, 2014, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after January 1, 2014.

LOS ANGELES UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
2011-2012 SALARY SCHEDULE - UNIT C

APPENDIX A

Class Code	Class Title	New Step 1	New Step 2	New Step 3	New Step 4	New Step 5	New Hourly
4078	Air Filter Technician II	\$15.06525	\$15.91988	\$16.78775	\$17.75500	\$18.74875	\$0.00
4526	Animal Caretaker	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00
3319	Appliance Repair Technician	\$18.49700	\$19.55038	\$20.63688	\$21.80950	\$23.03513	\$0.00
8713	Apprentice Automotive Mechanic (Bus-Truck)	\$22.12088	\$22.84300	\$23.59163	\$24.32700	\$25.03588	\$0.00
8713A	Apprentice Automotive Mechanic (Bus-Truck)	\$25.79113	\$26.54638	\$28.18938	\$0.00000	\$0.00000	\$0.00
4190	Assistant Gardener	\$14.23713	\$15.01888	\$15.89338	\$16.80100	\$17.75500	\$0.00
4193	Assistant Gardener (Restricted/Disabled)	\$14.23713	\$15.01888	\$15.89338	\$16.80100	\$17.75500	\$0.00
4798	Assistant Photocopy Technician	\$15.80063	\$16.68838	\$17.62913	\$18.63613	\$19.72263	\$0.00
5771	Automotive Body Mechanic	\$26.67225	\$28.15625	\$29.75950	\$31.46213	\$33.21113	\$0.00
5775	Automotive Mechanic	\$23.88975	\$25.26113	\$26.67225	\$28.15625	\$29.75950	\$0.00
5776	Automotive Mechanic (Bus-Truck)	\$26.67225	\$28.15625	\$29.75950	\$31.46213	\$33.21113	\$0.00
5130	Automotive Parts Purchaser	\$21.12050	\$22.31300	\$23.60488	\$24.94975	\$26.34100	\$0.00
5249	Automotive Parts Storekeeper	\$19.09988	\$20.18638	\$21.33913	\$22.54488	\$23.79038	\$0.00
4779	Bindery Assistant	\$13.38250	\$14.13113	\$14.95263	\$15.77413	\$16.64863	\$0.00
3571	Brass and Percussion Instrument Technician	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$29.97813	\$0.00
4075	Building and Grounds Worker	\$11.81900	\$12.46163	\$13.14400	\$13.87938	\$14.63463	\$0.00
4075A	Building and Grounds Worker	\$15.48925	\$16.36375	\$0.00000	\$0.00000	\$0.00000	\$0.00
4068	Building and Grounds Worker (Restricted/Disabled)	\$11.81900	\$12.46163	\$13.14400	\$13.87938	\$14.63463	\$0.00
4068A	Building and Grounds Worker (Restricted/Disabled)	\$15.48925	\$16.36375	\$0.00000	\$0.00000	\$0.00000	\$0.00
4041	Building Engineer	\$0.00000	\$24.26738	\$25.63213	\$27.07638	\$28.59350	\$0.00
5788	Bus Park Attendant	\$12.53450	\$13.24338	\$13.97875	\$14.75388	\$15.58200	\$0.00
4377	Cafeteria Helper	\$0.00000	\$10.79875	\$11.16313	\$11.83888	\$12.48813	\$0.00
4379	Cafeteria Helper (Mentor Worker)	\$9.98388	\$10.54038	\$11.13663	\$11.78588	\$12.44175	\$0.00
4396	Cafeteria Helper (Restricted)	\$0.00000	\$10.79875	\$11.16313	\$11.83888	\$12.48813	\$0.00
4394	Cafeteria Worker I (Mentor Worker)	\$10.93788	\$11.54738	\$12.16350	\$12.86575	\$13.58788	\$0.00
4387	Cafeteria Worker III	\$11.83225	\$12.53450	\$13.23675	\$13.97213	\$14.74725	\$0.00
3541	Computer Technologist I	\$23.03513	\$24.36013	\$25.71163	\$27.20225	\$28.69288	\$0.00
3545	Computer Technologist II	\$25.11538	\$26.55963	\$28.02375	\$29.62700	\$31.27663	\$0.00
2128	Digital Library Assistant	\$15.79400	\$16.68175	\$17.62250	\$18.62950	\$19.70938	\$0.00
5881	Driver-Clerk	\$17.61588	\$18.58975	\$19.66963	\$20.72300	\$21.92875	\$0.00
3544	Enterprise Server Analyst	\$31.80000	\$33.59538	\$35.49013	\$37.49750	\$39.61750	\$0.00
4399	Food Production Assistant	\$11.21613	\$11.83225	\$12.53450	\$13.23675	\$13.97213	\$0.00
4398	Food Production Worker	\$10.64638	\$11.21613	\$11.83225	\$12.53450	\$13.23675	\$0.00
4391	Food Service Worker	\$10.64638	\$11.21613	\$11.83225	\$12.53450	\$13.23675	\$0.00
4388	Food Service Worker II (Driving)	\$11.21613	\$11.83225	\$12.53450	\$13.23675	\$13.97213	\$0.00
5778	Forklift Mechanic	\$25.65200	\$27.09625	\$28.62000	\$30.22325	\$31.95238	\$0.00
5217	Forklift Operator	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
5781	Garage Assistant	\$18.96738	\$19.98763	\$21.12050	\$22.31300	\$23.60488	\$0.00
5786	Garage Attendant	\$16.95338	\$17.90738	\$18.96738	\$19.98763	\$21.12050	\$0.00
4186	Gardener	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00

LOS ANGELES UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
2011-2012 SALARY SCHEDULE - UNIT C

APPENDIX A

Class Code	Class Title	New Step 1	New Step 2	New Step 3	New Step 4	New Step 5	New Hourly
3528	Graphic Arts Machinist	\$0.00000	\$0.00000	\$0.00000	\$30.26963	\$31.97888	\$0.00
5826	Heavy Bus Driver	\$16.01925	\$16.92025	\$17.88088	\$18.88788	\$19.94788	\$0.00
5826A	Heavy Bus Driver	\$21.10725	\$22.31300	\$23.57175	\$24.88350	\$26.29463	\$0.00
5831	Heavy Truck Driver	\$21.92875	\$23.16100	\$24.49263	\$25.87063	\$27.32150	\$0.00
5858	Heavy Truck Driver Assistant	\$20.72300	\$21.92875	\$23.16100	\$24.49263	\$25.87063	\$0.00
4043	High Pressure Engineer	\$0.00000	\$24.26738	\$25.63213	\$27.07638	\$28.59350	\$0.00
4081	Housekeeper	\$12.46163	\$13.14400	\$13.87938	\$14.63463	\$15.48925	\$0.00
4617	Interpreting Equipment Technician	\$14.42925	\$15.23088	\$16.08550	\$16.98650	\$17.94713	\$0.00
3591	IT Field Services Technician I	\$23.77225	\$25.11538	\$26.55963	\$28.02375	\$29.62700	\$0.00
3591A	IT Field Services Technician I	\$31.27663	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00
3539	IT Field Services Technician II	\$26.50000	\$27.99063	\$29.56738	\$31.23025	\$33.01238	\$0.00
3593	IT LAN Technician	\$26.50000	\$27.99063	\$29.56738	\$31.23025	\$33.01238	\$0.00
3863	IT Solution Technician	\$25.49300	\$26.95050	\$28.44775	\$30.06425	\$31.75363	\$0.00
5861	Light Bus Driver	\$15.15800	\$16.01925	\$16.92025	\$17.88088	\$18.88788	\$0.00
5861A	Light Bus Driver	\$19.94788	\$21.10725	\$22.31300	\$23.57175	\$24.88350	\$0.00
5866	Light Truck Driver	\$19.66963	\$20.72300	\$21.92875	\$23.16100	\$24.49263	\$0.00
4362	Manufacturing Kitchen Assistant	\$14.03175	\$14.84000	\$15.66813	\$16.55588	\$17.47675	\$0.00
4390	Manufacturing Kitchen Worker	\$13.28975	\$14.03175	\$14.84000	\$15.66813	\$16.55588	\$0.00
4339	Meat Shop Worker	\$16.36375	\$17.27138	\$18.25188	\$19.29863	\$20.35200	\$0.00
5206	Medical Supply Clerk	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$23.38625	\$0.00
5847	Medium Truck Driver	\$20.72300	\$21.92875	\$23.16100	\$24.49263	\$25.87063	\$0.00
2210	Microcomputer Support Assistant	\$19.15950	\$20.27250	\$21.41200	\$22.59125	\$23.86988	\$0.00
5185	Military Property Custodian and Logistician	\$23.84338	\$25.17500	\$26.61925	\$28.12975	\$29.72638	\$0.00
3764	Musical Instrument Repair Assistant	\$19.33175	\$20.43150	\$21.56438	\$22.80988	\$24.09513	\$0.00
4875	Network Operations Center Engineer	\$29.79263	\$31.47538	\$33.24425	\$35.12575	\$37.10663	\$0.00
3590	Network Technician	\$26.69213	\$28.22913	\$29.82575	\$31.53500	\$33.30388	\$0.00
4766	Offset Machine Operator	\$14.95263	\$15.77413	\$16.64863	\$17.56950	\$18.58975	\$0.00
4767	Offset Press Operator	\$18.58975	\$19.66963	\$20.72300	\$21.92875	\$23.16100	\$0.00
4335	Packaging Services Technician	\$23.88975	\$25.26113	\$26.67225	\$28.15625	\$29.75950	\$0.00
4158	Pest Management Technician	\$20.92175	\$22.11425	\$23.38625	\$24.68475	\$26.07600	\$0.00
4797	Photocopy Technician	\$17.62913	\$18.63613	\$19.72263	\$20.81575	\$21.96850	\$0.00
3586	Piano Technician	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$29.97813	\$0.00
4057	Pool Custodian	\$13.87938	\$14.63463	\$15.48925	\$16.36375	\$17.27138	\$0.00
5780	Power Equipment Mechanic	\$23.88975	\$25.26113	\$26.67225	\$28.15625	\$29.75950	\$0.00
5605	Program Associate F	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$21.96
4367	Range Cook	\$13.97213	\$14.74725	\$15.56875	\$16.46313	\$17.39063	\$0.00
4796	Reprographic Assistant	\$13.38250	\$14.13113	\$14.95263	\$15.77413	\$16.64863	\$0.00
4098	School Facilities Attendant (Female) (Restricted)	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$9.85800	\$0.00
4099	School Facilities Attendant (Male) (Restricted)	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$9.85800	\$0.00
4097	School Facilities Attendant (Restricted)	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$9.85800	\$0.00

LOS ANGELES UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
2011-2012 SALARY SCHEDULE - UNIT C

APPENDIX A

Class Code	Class Title	New Step 1	New Step 2	New Step 3	New Step 4	New Step 5	New Hourly
5766	Senior Automotive Mechanic (Bus-Truck)	\$28.34838	\$29.94500	\$31.62775	\$33.39663	\$35.31788	\$0.00
4039	Senior Building Engineer	\$24.26738	\$25.63213	\$27.07638	\$28.59350	\$30.21663	\$0.00
4332	Senior Food Production Assistant	\$11.83225	\$12.53450	\$13.23675	\$13.97213	\$14.74725	\$0.00
4395	Senior Food Service Worker	\$12.53450	\$13.23675	\$13.97213	\$14.74725	\$15.56875	\$0.00
3592	Senior IT Field Services Technician	\$26.50000	\$27.99063	\$29.56738	\$31.23025	\$33.01238	\$0.00
3594	Senior IT LAN Technician	\$27.95088	\$29.52100	\$31.19713	\$32.95275	\$34.81483	\$0.00
3569	Senior Musical Instrument Technician	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$32.38300	\$0.00
3589	Senior Network Technician	\$28.22913	\$29.82575	\$31.53500	\$33.30388	\$35.20525	\$0.00
4761	Senior Offset Machine Operator	\$16.64863	\$17.56950	\$18.58975	\$19.64313	\$20.72300	\$0.00
4765	Senior Offset Press Operator	\$19.64313	\$20.72300	\$21.90225	\$23.14775	\$24.47275	\$0.00
5231	Senior Toolkeeper	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
3566	Stage Rigger	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$25.00275	\$0.00
5247	Stock Clerk	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
5255	Stock Clerk (Braille)	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
5265	Stock Clerk (Computer Repair)	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
5274	Stock Clerk (Infant and Preschool)	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
5267	Stock Clerk (Music)	\$17.75500	\$18.76863	\$19.80875	\$20.92175	\$22.11425	\$0.00
4771	Stock Cutter and Finisher	\$18.58975	\$19.66963	\$20.72300	\$21.92875	\$23.16100	\$0.00
5260	Stock Worker	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00
5259	Stock Worker (Restricted)	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00
3581	Stringed Instrument Technician	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$29.97813	\$0.00
5285	Toolkeeper	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00
5281	Toolkeeper (Restricted/Disabled)	\$15.89338	\$16.80100	\$17.75500	\$18.76863	\$19.80875	\$0.00
3368	Tractor Mower Operator	\$18.96738	\$19.98763	\$21.12050	\$22.31300	\$23.60488	\$0.00
5727	Transportation Router	\$24.47275	\$25.81100	\$27.28175	\$28.81213	\$30.44188	\$0.00
5864	Transportation Routing Assistant	\$20.35200	\$21.52463	\$22.76350	\$24.04213	\$25.37375	\$0.00
4147	Tree Surgeon	\$20.92175	\$22.11425	\$23.38625	\$24.68475	\$26.07600	\$0.00
5871	Truck Driver Helper	\$18.58975	\$19.66963	\$20.72300	\$21.92875	\$23.16100	\$0.00
3538	WAN Specialist I	\$27.95088	\$29.52100	\$31.19713	\$32.95275	\$34.81438	\$0.00
4885	WAN Specialist II	\$31.80000	\$33.59538	\$35.49013	\$37.49750	\$39.61750	\$0.00
4051	Window/Wall Washer	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$18.62950	\$0.00
3576	Woodwind Instrument Technician	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$29.97813	\$0.00

**APPENDIX B
BOARD RULE 1990**

1990. ASSIGNMENT BASES

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

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

APPENDIX B
BOARD RULE 1990

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

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

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

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

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

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

**APPENDIX B
BOARD RULE 1990**

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

Z

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

(2) the periods of unassigned time, or

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

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

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

(Amended 6-12-07)

APPENDIX C

TRANSPORTATION SERVICES DIVISION

BIDDING PROCEDURES - AUTOMOTIVE MAINTENANCE SECTION

I. BIDDING ELIGIBILITY

- A. Current regular employees in the following job classes shall be eligible to bid on their permanent work location, work shift, and workweek in accordance with a list of positions as determined by the District:
 - 1. Automotive Body Mechanic
 - 2. Automotive Mechanic
 - 3. Automotive Mechanic (Bus-Truck)
 - 4. Automotive-Parts Storekeeper
 - 5. Garage Assistant
 - 6. Garage Attendant
 - 7. Senior Automotive Mechanic (Bus-Truck)
- B. Temporary or other non-regular employees and new employees shall be assigned by the District.
- C. Employees returning from illness or other leave of absence of twenty (20) days or more must physically report to work and be on the job at least one (1) full workday prior to the bid meeting in order to be eligible to bid.
- D. The number of ten (10) hours per day, forty (40) hours per week positions available for the 1993 bid will be no greater than the number of positions ascertained by Local 99 to have the concurrence of the concerned employees, plus the number of vacant positions designated by the District.
- E. The number of ten (10) hours per day, forty (40) hours per week positions available for bid will be no greater than the number of occupied ten (10) hours per day, forty (40) hours per week positions, plus the number of vacant positions designated by the District, plus the number of occupied eight (8) hours per day, forty (40) hours per week positions ascertained by Local 99 to have the concurrence of the concerned employees to be converted to ten (10) hours per day, forty (40) hours per week positions.

II. BID MEETING

- A. A bid meeting shall be conducted every three (3) years, beginning in the 2006-07 school year. One (1) additional bid meeting may be conducted between the every-three-year bid meeting if requested by Local 99 or the District, and will be scheduled by the District. In no case shall any additional bid meeting be conducted less than twelve (12) months preceding or

subsequent to the every-three-year bid meeting described above.

An additional bid meeting requested by Local 99 shall take place only if a majority of affected Unit C members vote to conduct a new bid. This election for a new bid shall be conducted by Local 99. Both parties shall give reasonable advance written notice to the other of its request to conduct a new bid.

- B. The bid meeting shall be at a time and place determined by the District. All eligible bidders who are present at the bid shall be in unpaid status, but shall have two (2) hours credited to their vacation balance.

III. BIDDING PRIORITY

- A. Garage personnel in designated classifications shall be on work assignments in accordance with their placement on the Bidding Priority List. Priority for bidding shall be based on the employee's date of hire in classification in accordance with the following:
 - 1. When two or more employees are hired on the same date in the same classification, their positions on the Bid Priority List shall be determined in accordance with the following prioritized criteria:
 - a. Rank on eligibility list.
 - b. Total District seniority in regular assignments.
 - c. By lot.
 - 2. Employees returning to District employment after termination (except for layoff) shall not be credited with bidding priority earned in previous employment.
 - 3. Date of hire in regular status in the class shall be used to determine bidding priority. However, if the employee:
 - a. Was laid off and then re-employed, the original date of hire in class shall be used. The break in service shall not be deducted.
 - b. Left the class for other service in the District and then returned to the class, the hire date shall be adjusted by using original date of hire in class minus the break in service, with the following exceptions:
 - (1) If the employee promotes to a supervisory class in the Transportation Services Division and then demotes (voluntarily or involuntarily) to a bargaining

unit position, the original date of hire in class shall be used. The break in service shall not be deducted.

(2) If the employee has a change of classification and later returns to the original class:

(a) The original date of hire in class shall be used if the change of assignment is within the Transportation Services Division.

(b) The original date of hire in the class minus the break in service shall be used if the change of assignment was outside Transportation Services Division.

c. For purposes of this agreement, assignments and positions within the Truck Operations Section prior to July 1, 1992, shall be considered as part of the Transportation Services Division.

IV. BID PROCEDURE

- A. Employee assignments shall be made based on the results of the bid meeting. The meeting times and date shall be announced no later than two weeks prior to the respective bid meeting.
- B. Copies of the bid lists by class and information about work assignments, work hours, shifts, locations and supervisors shall be made available at District garages to employees eligible to bid as soon as practicable prior to the meeting.
- C. An employee may request clarification of the bid list prior to the bid meeting, provided, however, that the bid list presented and used at the bid meeting shall be deemed final.
- D. Bidding shall be in order of the established bid list. An employee who is absent from the bid meeting may submit to the Bid Coordinator a written AAuthorization to Bid@ form designating another employee to bid on his/her behalf. An employee or his/her designee may bid or pass on his/her turn. Employees who pass may rebid at the end of the initial bid process. Each employee will be allowed up to two (2) minutes to bid.
- E. Eligible bidders who fail to bid or who are on extended illness or industrial injury/illness leave may select from any remaining open positions available in their classification.

V. FILLING VACANCIES (VOLUNTARY TRANSFERS)

- A. When the District determines that there is a vacant position, notice of that vacancy shall be given to the shop steward assigned to each District garage.

An informational copy will also be given to Local 99. Notice will be given for a minimum of five (5) days. The vacant position shall be awarded to the employee with the highest place on the bid list who bids on the position. When no employee bids for the vacant position, it may then be filled from an eligibility list or other list.

- B. If the District decides to fill a position vacated by a successful bidder, the vacant position shall be filled according to the following priorities:

1. The most senior employee in the classification with a transfer request on file.
2. The most senior employee in the classification at the site with a shift change request on file.
3. The eligibility list or other list.
4. A list of transfer and shift change requests on file shall be published once per pay period.

- C. After the Bid Meeting, all shift change requests and transfer requests will be purged and new requests must then be submitted.

VI. OVERSIGHT COMMITTEE

The Union/Labor Management Committee for Mechanics and Garage Operations shall serve as an oversight committee for the bid and shall be able to be on-site observers at the Bid Meeting.

APPENDIX D

SUBSTITUTES ADDENDUM

1.0 Pursuant to the terms set forth in the Settlement Agreement by the District on February 25, 2008 and signed by the Union on June 26, 2009 relating to P.E.R.B. Case No. LA-UM-761 and Case No. LA-RR-1130, the Union has been certified as the exclusive collective bargaining representative of otherwise unrepresented persons, not retired from the District, substituting in the classifications listed in Article I, Section 1.1 of the parties' Unit C collective bargaining agreement.

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

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

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

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

3.0 Extended Substitute Assignments (Bereavement Leave - Unpaid):
A day-to-day Substitute who serves for more than 40 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, will be deemed, for the purposes of this Section, to be serving in an extended substitute

APPENDIX D – SUBSTITUTES ADDENDUM

assignment. A Substitute serving in an extended substitute assignment is entitled to an unpaid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested, and the leave of absence commences within five (5) calendar days of notification of the death. For purposes of this Section, immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee, and also includes a cohabitant who is the equivalent of a spouse. Upon conclusion of this leave, the Substitute will be entitled to return to the extended substitute assignment he or she was in prior to commencing the leave, provided that the regular employee is still absent or the position remains unfilled.

APPENDIX D – SUBSTITUTES ADDENDUM

ARTICLE V

GRIEVANCE PROCEDURE

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

...

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

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

...

**2012-14 HEALTH BENEFITS AGREEMENT BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE
UNIONS/ASSOCIATIONS REPRESENTING DISTRICT EMPLOYEES**

As of January 1, 2012

- I. **PURPOSES:** The terms and conditions of this 2012-14 Health Benefits Agreement ("this Agreement") constitute the successor agreement to the parties' expiring 2009-2011 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;
 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 as of November of the preceding calendar year based upon the BTS (Business Tools for Schools) census. Such counts will be deemed fixed for the following calendar year, and shall determine the actual District total aggregate contribution. The parties acknowledge that the adjustment to the District's annual aggregate contribution will vary from year to year based on the number of active and retired benefited employee participants who are part of the calculation.

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, 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 2012, 2013, AND 2014 (AND POSSIBLY 2015)

1. Base Contributions: The per-participant base contribution amounts for 2011 were \$9,683.17 per active enrollee, \$14,543.98 per retired pre-Medicare-eligible enrollee, and \$6,897.08 per retired Medicare-eligible enrollee. The District's 2011 total estimated aggregate annual contribution obligation, based on November 2010 enrollments, was \$958.6 million.

2. 2012 Contributions: The per-participant contribution amounts for 2012 are to be the same as for 2011 (above), and thus continue the District's 2012 total estimated aggregate annual contribution at \$958.6 million, but the actual 2012 total aggregate contribution will be determined by actual November 2011 enrollments. Accordingly, the per-participant contribution

amounts for 2012 shall continue at \$9,683.17 per active enrollee, \$14,543.98 per retired pre-Medicare-eligible enrollee, and \$6,897.08 per retired Medicare-eligible enrollee.

3. 2013 Contributions: The District's estimated aggregate contribution amount for 2013 shall be increased by \$45 million (4.6968%) over the 2012 base, thus increasing it to an estimated \$1.0036 billion, but the actual 2013 total aggregate contribution will be determined by actual November 2012 enrollments. Applying that 2013 percentage increase to the per-participant contribution amounts results in contributions for 2013 of \$10,137.97 per active enrollee, \$15,227.08 per retired pre-Medicare-eligible enrollee, and \$7,221.02 per retired Medicare-eligible enrollee. The District's 2013 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2013 enrollments as described above. The District shall transfer an amount from the Plan's reserve funds to match the above-described 2013 increase (as compared to 2012) in the District's aggregate contribution obligation.

4. 2014 Contributions: The District's estimated aggregate contribution amount for 2014 shall be increased by \$45 million (4.4838%) over the 2013 base, thus increasing it to an estimated \$1.0486 billion, but the actual 2014 total aggregate contribution will be determined by actual November 2013 enrollments. Applying that 2014 percentage increase to the per-participant contribution amounts results in contributions for 2014 of \$10,592.76 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 aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2014 enrollments as described above. The District shall transfer an amount from the Plan's reserve funds to match the above-described 2014 increase (as compared to 2013) in the District's aggregate contribution obligation.

5. Contingent 2015 Provisions in the Event That Plan's Reserve Fund Balances Are \$200 Million or More:

- a. If Reserve Funds Are Less Than \$200 Million: In the event that the Plan's reserve fund balances for 2015 are estimated, as of June 1, 2014, to be lower than \$200 million, this Agreement shall expire December 31, 2014, and the terms and conditions for 2015 and subsequent years shall thereby immediately be reopened for negotiation, pursuant to Section X below.
- b. If Reserve Funds Are \$200 Million Or More: In the event that the Plan's reserve fund balances for 2015 are estimated, as of June 1, 2014, to be \$200 million or more, the parties have agreed that rather than a pre-set specific agreed-upon increase, the District's estimated aggregate defined contribution amount for 2015 shall be increased to reflect half of the estimated increased 2015 premium cost increases (for the actual benefit plan designs selected, but are not to reflect premium increases attributable to design changes made during the term of this Agreement), and that the other half will be covered by a transfer of funds from the Plan's reserve funds.
- c. For example, if the estimated premium cost increases for 2015 were \$90 million, the District's estimated total aggregate contribution amount would be increased by \$45 million (4.2914%), thus increasing it to an estimated \$1.0931 billion, but the actual 2015 total District aggregate contribution would be determined by increasing each

of the per-enrollee category contributions by 4.2914%, and then multiplying such per-enrollee contribution levels by the 2015 enrollments as described above. The District would also transfer funds from the Plan's reserve funds to match the above-described 2015 increase (as compared to 2014) in the District's aggregate contribution obligation.

- d. This use of premium increases to determine contribution changes is a one-time special formula condition, and does not change the future operations of the HBC or of the defined "total aggregate contribution" nature and limits of the Health and Welfare Plan as described in Sections I, II, and III of this Agreement.

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 2012 would be subject to implementation (assuming that it is finalized) effective January 1, 2014).

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 2012, 2013 and 2014, and expire December 31, 2014, unless the contingency stated in Section IV-5 occurs, in which case this Agreement shall automatically be extended to cover 2015 and thereby expire December 31, 2015.

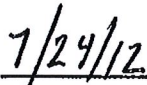
XI. STATUS QUO UPON EXPIRATION OF AGREEMENT

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).

IT IS SO AGREED:



On Behalf of Los Angeles Unified School District



Date



On Behalf of Health & Welfare Coordinated Bargaining Team



Date

Jed P. Perez by Ellen [Signature]
On Behalf of Associated Administrators Los Angeles

7/9/12
Date

[Signature]
On Behalf of California School Employees Association

07/09/2012
Date

[Signature]
On Behalf of Los Angeles/Orange Counties Building
and Construction Trades Council

07/09/2012
Date

Max [Signature]
On Behalf of Los Angeles School Police Association

7/09/12
Date

Pablo Quezada Jr
On Behalf of Los Angeles School Police Sergeants
and Lieutenants Association

07-30-12
Date

Bill [Signature]
On Behalf of SEIU, Local 99

7-11-12
Date

Adriana [Signature]
On Behalf of Teamsters Local 572

7/9/12
Date

Betty [Signature]
On Behalf of United Teachers Los Angeles

7-9-12
Date

Adopted and approved by the Board of Education on: 7-16-12
Date

By: [Signature]
Monica Garcia, Board President