

2020 – 2023

COLLECTIVE BARGAINING AGREEMENT

UNIT S
(CLASSIFIED SUPERVISORS)

LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

TEAMSTERS LOCAL 572

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AGREEMENT

THIS AGREEMENT is made and entered into this 28th day April 2022, 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 Teamsters, Local 572, which together with its officers and representatives will be referred to in this Agreement as “the Union”.

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Certification of Representation dated July 1, 1996, in PERB Case No. LA-R-1009, the District acknowledges that Teamsters has been certified as the exclusive representative of a bargaining unit comprised of all regular employees in probationary and permanent status, including part-time employees, employed in the following classes:

2375	Absence Coordinator	4329	Assistant Food Production Manager
1161	Accountant	5755	Assistant Garage Supervisor
1101	Accounting Analyst	4173	Assistant Gardening Supervisor
2170	Administrative Assistant, Building Program	3258	Assistant Hardware Supervisor
2406	Administrative Secretary I	5140	Assistant Logistics Supervisor
2150	Adult Education Administrative Specialist	4574	Assistant Outdoor-Education Center Manager
4958	Appeals and Hearing Supervisor	4061	Assistant Plant Manager I
1444	Architect	4048	Assistant Plant Manager II
1438	Architectural Associate	1791	Assistant Projects Manager
1460	Architectural Project Facilitator	1638	Associate Building/Construction Inspector
5804	Area Bus Supervisor	1531	Associate Civil Engineer
3271	Area Carpentry Supervisor	1709	Associate Electrical Engineer
3206	Area Electrical Supervisor	1763	Associate Mechanical Engineer
4314	Area Food Services Supervisor	5208	Braille Equipment Coordinator
3211	Area Heating and Air Conditioning Supervisor	1651	Building/Construction Inspector
3236	Area Metal Work Supervisor	1650	Building/Construction Inspector (Class 1)
4016	Area Operations Supervisor	1471	Building Project Estimator
3276	Area Painting Supervisor	5731	Bus Dispatcher
3216	Area Plumbing Supervisor	3192	Carpentry Supervisor (Building Moving
3165	Asbestos Abatement Supervisor	3148	Carpentry Technical Supervisor
5806	Assistant Area Bus Supervisor	2620	Cataloguing Supervisor
1541	Assistant Civil Engineer	3160	Central Shops Supervisor
2057	Assistant Contracts Supervisor		

2110	Chief Broadcasting Engineer	4297	Food Service Manager V
2511	Chief Clerk	4294	Food Service Manager VI
1501	Chief Enrollment Analysis Coordinator	4295	Food Service Manager VII
5192	Chief Inventory Analyst	4312	Food Service Training Specialist
1528	Civil Engineer	1071	Food Services Cost Analyst
2045	Claims Processing Supervisor	5756	Garage Supervisor
2056	Communications Production Facilitator	3266	Glazing Supervisor
4817	Computer Applications Support Supervisor	3051	Graphic Arts Machinist Supervisor
1792	Construction Safety Specialist	3256	Hardware Supervisor
2531	Contract Assistant	5201	Head Stock Clerk
1125	Contract Payments Supervisor	3137	Heating and Air Conditioning Technical Supervisor
2534	Coordinating Contract Assistant	3132	HVAC Technical Supervisor (High-Rise)
2138	Coordinator of IT, Communications Systems	3134	HVAC Test and Inspection Supervisor
1990	Cost Recovery Claims Processing Supervisor	1782	Industrial Hygienist
2236	Credentials and Contracts Supervisor	4620	Instructional Media Technician-Adviser
1301	Customer Services Center Supervisor	4156	Integrated Pest Management Program Coordinator
1073	Data Base Specialist	1456	Interior Designer
4881	Design Network Engineer	1151	Intermediate Accountant
4600	Disability Support Program Assistant	3860	IT Customer Support Supervisor
4624	Display and Graphic Designer	3031	IT Electronics Communications Supervisor
5734	Driver Trainer (Bus/Truck)	3543	IT Field Services Supervisor
5739	Driver Trainer (Truck)	4880	IT Infrastructure Project Network Engineer
3126	Electrical Technical Supervisor	1193	IT Project Manager
3522	Electronics Technical Supervisor	2211	IT Support Technician Supervisor
5034	Employment Services Manager	4812	IT Training Project Manager
1778	Environmental Assessment Coordinator	4863	IT Training Supervisor
1801	Environmental Health Supervisor	2052	Labor Compliance Officer
2143	Escrow and Title Supervisor	1465	Landscape Architect
1998	Ethics Adviser	4115	Landscape Technical Supervisor
1963	Facilities Cost Analyst	4116	Landscaping Supervisor
1435	Facilities Partnership and Development Coordinator	5135	Logistics Supervisor
1813	Facilities Services Coordinator	3056	Machinist Supervisor
3251	Floor Covering Supervisor	2214	Mail Operations Supervisor
3128	Floor Covering Technical Supervisor	3158	Maintenance Materiel Coordinator
4330	Food Production Supervisor	3020	Maintenance Planner
3121	Food Service Equipment Specialist	2183	Marketing Representative
4291	Food Service Manager I	1959	Masterplan Coordinator
4292	Food Service Manager II	2596	Meal Compliance Audit Supervisor
4293	Food Service manager III	1757	Mechanical Engineer
4296	Food Service Manager IV	2385	Medical Administrative Assistant
		3140	Metal Technical Supervisor
		2561	Microfilm Supervisor
		4844	Mobile Device Management Specialist

3081	Musical Instrument Repair Supervisor	2318	Relocation Services Supervisor
3588	Network Operations Supervisor	4759	Reprographic Services Coordinator
4317	Nutrition Specialist	1048	Retirement Systems Supervisor
5387	Operations Compliance Manager (LA's Best)	3280	Roofing Inspection Supervisor
4009	Operations Training Specialist	3281	Roofing Supervisor
4591	Outdoor Education Center Manager	3482	Roofing Technical Supervisor
5307	Outdoor Education Programs Coordinator	4889	SAP Workflow Analyst
5370	Out-of-School Program Coordinator	2500	School Administrative Assistant
5305	Out-of-School Regional Director	1100	Senior Accounting Analyst
5303	Out-of-School Senior Director	5070	Senior Administrative Analyst
3147	Painting Technical Supervisor	2062	Senior Administrative Assistant
3114	Paving Supervisor	2544	Senior Budget Technician
1338	Payroll Distribution Supervisor	1472	Senior Building Project Estimator
4054	Plant Manager I	5721	Senior Bus Dispatcher
4047	Plant Manager II	2192	Senior Community Outreach Organizer
4037	Plant Manager III	2615	Senior Early Childhood Education Division Fiscal Technician
4021	Plant Manager IV	1665	Senior Electrical Inspector
3152	Plumbing Technical Supervisor	5033	Senior Employment Services Manager
1121	Principal Accountant	1773	Senior Energy Specialist
5101	Principal Administrative Analyst	1114	Senior Financial Analyst
2716	Principal Assignment Technician	1128	Senior Fiscal Specialist
1220	Principal Auditor, Inspector General's Office	4321	Senior Food Service Training Specialist
2551	Principal Clerk	4174	Senior Gardener
1116	Principal Financial Analyst	5906	Senior Grant and Funding Specialist
2251	Principal Personnel Clerk	4998	Senior Human Resources Specialist
2141	Principal Realty Agent	1365	Senior Labor Compliance Officer
5288	Principal Stock Clerk	2182	Senior Marketing Representative
1425	Program and Project Controls Manager	2383	Senior Medical Administrative Assistant
5090	Program Evaluation and Research Coordinator	4309	Senior Nutrition Specialist
1381	Quality Control and Assurance Specialist	1686	Senior Painting Inspector
3523	Radio Communications Supervisor	4143	Senior Pest Management Technician
5211	Receiving Inspector	5779	Senior Power Equipment Mechanic
2198	Records Manager	5198	Senior Procurement Customer Services Supervisor
3226	Refrigeration Supervisor	3809	Senior Programmer Analyst, (COBOL)
1663	Relocatable Housing Manufacturing Inspector	3807	Senior Programmer Analyst, (JAVA)
		3810	Senior Programmer Analyst, (Oracle)
		4892	Senior Programmer Analyst (SAP)

3811	Senior Programmer Analyst (Visual Basic)	2773	Supervising Insurance Technician
4436	Senior Radiologic Technologist	2367	Supervising Job Order Contracting Specialist
2144	Senior Realty Agent	4110	<u>Supervising Landscape Architect</u>
5164	<u>Senior Stores Supervisor</u>	3778	Supervising Maintenance Worker
1806	Senior Sustainability Specialist	1754	Supervising Mechanical Engineer
3336	Senior Tractor and Roller Operator	3261	<u>Supervising Mill Carpenter</u>
4131	Senior Tree Surgeon	1303	<u>Supervising Payroll Technician</u>
5164	Senior Stores Supervisor	2261	Supervising Personnel Clerk
4045	Senior Window/Wall Washer	1675	Supervising Plumbing Inspector
1126	Special Education Fiscal Analyst	4852	Supervising Police Dispatcher
4450	Special Education Resource Coordinator	5783	Supervising Power Equipment Mechanic
5175	Stores Supervisor	5144	Supervising Purchasing Services Coordinator
4974	Strategic Data Analyst	4560	Supervising Special Education Assistant
1836	Structural Engineer	5395	Supervising Staff Development Coordinator (LA's BEST)
4736	Student Records and Data Supervisor	5300	<u>Supervising Stock Clerk (Music)</u>
2356	Student and Family Resources Coordinator	1832	Supervising Structural Engineer
4369	Summer Food Service Supervisor	1584	Supervisor, Plots Plans and Allotments
1434	Supervising Access Compliance Specialist	1864	Survey Party Chief
1129	Supervising Accountant	3155	Swimming Pool Technical Supervisor
1316	Supervising Accounting Technician	1053	Telecommunications Billing Supervisor
1440	Supervising Architect	2952	Test Services Coordinator
2720	Supervising Assignment Technician	5099	Testing Operations Manager
5758	Supervising Automotive Body Mechanic	1120	Transportation Cost Analyst
1527	Supervising Civil Engineer	5741	Transportation Inspector
5648	Supervising Classified Training Representative	5708	Transportation Planner
2576	Supervising Clerk	5728	Transportation Routing Center Supervisor
2575	<u>Supervising Clerk (Non-Typing)</u>	4127	Tree Maintenance Supervisor
1631	Supervising Building/Construction Inspector	5736	<u>Truck Dispatcher</u>
4818	Supervising Data Center Technician	1180	Web Architect
1704	Supervising Electrical Engineer	2047	Workers' Compensation Claims Processing Supervisor
1664	Supervising Electrical Inspector		
1896	Supervising Facilities Cost Analyst		
5214	<u>Supervising Fleet-Parts Storekeeper</u>		

1.1 Excluded: All other personnel designated as management or confidential within the meaning of Government Code Section 3540.1 and those classes and positions excluded in the Certification of Representation dated July 1, 1996, in P.E.R.B. Case No. 1009.

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

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

4.0 Employees with more than one (1) job assignment who function for a majority of the work period in any of the classifications listed in Section 1.0 shall be considered in the unit. Should an employee's job involve an equal number of hours in different assignments, the employee shall be considered as included in the unit only if that employee has functioned in one of the foregoing classifications for the longest period of time based upon the date of regular assignment.

ARTICLE II

SEPARABILITY AND SAVINGS

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

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

ARTICLE III

DISTRICT RIGHTS

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

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

- a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, services, and activity functions assigned to such properties;
- d. All services to be rendered to the public and to District personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same;

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

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

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

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement. In case of a dispute regarding this sub-paragraph, the parties retain the rights held prior to the execution of this agreement to petition to PERB.

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

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

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

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

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

District are intended to include the rights of the Commission.

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

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

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

ARTICLE IV

UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes 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 on a quarterly basis a current list of names, employee numbers, social security numbers, classifications, addresses, District e-mail addresses and work locations of all employees covered by this Agreement. This report shall also include date of hire in classification for each employee.

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

6.0 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.

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

8.0 Teamsters Local 572 Elected Officers: Where attendance at Union events by Teamsters Local 572 elected officers is required, reasonable released time to attend such events, not to exceed a total of five (5) days per fiscal year, will, subject to the provisions herein, be given to any Unit S member who is a Teamsters Local 572 elected officer. The Union will reimburse the District for the cost of the attendee's salary and benefits, and all

expenses of attending will be borne by the Union or the employee. If more than one (1) Unit S member is a Teamsters Local 572 elected officer, no more than one (1) Unit S member per branch or local district will be given released time at any time, and in any event no more than three (3) such Unit S members will be given release time District-wide in any fiscal year. The Union will give the Office of Staff Relations five (5) working days advance notice of the name of the employee designated to attend any event and the duration of the released time requested. The supervisor and the employee will, where practicable, modify the employee's work schedule so as to minimize the amount of released time required for attendance.

9.0 Attendance at District Meetings: Subject to the provisions herein, employees designated by the Union may attend District meetings as follows:

9.1 When the Union is invited by the District to send an employee to participate in a District-sponsored meeting, one (1) designated employee will be given reasonable released time to attend.

9.2 If the Union desires that a designated employee attend any other District meetings (other than negotiations) such as Board meetings, Board Committee meetings, or Personnel Commission meetings, the Union may request reasonable released time approval for one (1) such designated employee to attend. Reasonable released time approval will be granted where the designated employee is a speaker on the meeting agenda. No employee will be granted released time more frequently than two (2) times per fiscal year. Expenses of attending any of the foregoing meetings will be borne by the Union or the employee, and, in any event, the number of released time approvals will not exceed six (6) in a fiscal year. It is provided, however, that if the agenda item on which the designated employee is scheduled to speak is not discussed at the meeting the employee attends, the employee's attendance will not count toward the two (2) times or six (6) times limitations noted above. The Union will reimburse the District for the salary and benefits of any employee approved for released time.

9.3 The Union will give the Office of Labor Relations three (3) working days advance notice of the name of the employee designated to attend any meeting, or as much advance notice as the Union has of the meeting. The supervisor and the employee will, where practicable, modify the employee's work schedule so as to minimize the amount of released time required for attendance. The parties understand that the immediate needs of a particular work group or area may, at any given time, prevent the release of a particular employee, in which case the Union will be advised and may designate another employee to attend. If the District reasonably determines that the operational needs of a particular work group or area are such that no designated employee can be released to attend, no released time will be granted. Employees are expected to return to work after attending the meeting, if practicable.

10.0 The District shall provide Teamsters with contact information on new hires on a monthly basis. The information will be provided to Unit S upon request electronically via their secured FTP site or service.

10.1 “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, whose information has not previously been provided to Teamsters. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by Teamsters, and whose information has not been previously provided to Teamsters. For those latter employees, for purposes of this article only, the “date placed into classification” is the date upon which the employee’s employee status changed such as that the employee was placed into a Unit S classification.

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

- a. First Name
- b. Middle initial (if available on file)
- c. Last name
- d. Suffix (e.g. Jr., III) (if available on file)
- e. Job Title
- f. Worksite location
- g. Social security number
- h. Home Street address (incl. apartment #)
- i. City
- j. State
- k. ZIP Code (5 or 9 digits)
- l. District email address of the employee
- m. Employee ID; PERNR
- n. Personnel number
- o. Date placed into classification

11.0 When the District conducts a formal new employee orientation with classifications represented by Teamsters, the Union shall receive not less than ten (10) working days’ notice in advance of the orientation and shall be provided with a location in close proximity to New Employee Orientation where it can speak to members for fifteen minutes (15) prior to the beginning of New Employee Orientation. Granting of this right shall not interfere with the employee being on time to New Employee Orientation.

12.0 In the event that an online or electronic orientation is provided to new employees, the District shall include a link to the Union’s website.

13.0 A designated Teamsters Representative shall have the right, to make appropriate brief announcements, not to exceed more than five (5) minutes, at a time designated by the District during annual orientations or annual trainings. No loss of pay shall occur for Unit S employees during the announcements.

ARTICLE V

GRIEVANCE PROCEDURE

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

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

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force; examination procedures, results and references; performance evaluations (except as provided by the appeal process set out in Article X, Section 2.0); disciplinary matters; and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled through the Equal Opportunity Program Section or the grievance procedure subject to Article V (Grievance Procedure).

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

1.3 If the same grievance or essentially the same grievance is filed by more than one (1) employee, then, by written agreement with the Union, the District may process any or all such grievances as one (1) grievance. In such event, the final determination of the grievance shall apply to all grievances.

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

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

2.0 **Representation Rights in the Grievance Procedure:** If an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no

mutual agreement has been reached for a time extension, the District shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedures unless excused by the District.

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

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

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

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

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

of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

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 administrator and discussing the grievance with the administrator. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate administrator on the District Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate administrator shall take place within five (5) days from presentation of the grievance, and the administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

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

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

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the designee of the Superintendent. If, at his or her discretion, the designee of the Superintendent desires, a meeting may take place within five (5) days from receipt of the grievance. The designee of the Superintendent shall reply in writing to the grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a mutually written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three

meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

11.0 Request for Board Review: 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 a Board of Review. This request must be made in writing within five (5) days after the termination of Step Three.

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

Bonnie Castrey
Walter F. Daugherty
Edna Francis
Joe Henderson

George Marshall
Kenneth Perea
Guy Prihar
Michael Prihar

The party who strikes the first name shall be determined by lot. If the chairman indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days; the parties shall proceed to select another chairman as indicated above. The District and the Union shall each pay one-half (½) of the fees of the chairman of the Board of Review. Each party shall bear the expense of the presentation of its own case. All decisions and rulings shall be made by majority decision of the Board of Review.

12.0 Board of Review: The Board of Review shall be composed of a chairman and two (2) members. The Union and the District shall each appoint one (1) member, who shall be an employee or an administrator of the District, to serve on the Board of Review.

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

12.2 The District and the Union shall be jointly responsible for the hearing arrangements and other services required by the Chairman for the fulfillment of the Chairman's responsibilities. The Office of Labor Relations shall assist the parties with the release of witnesses and designating hearing locations should the arbitration be held on District property.

12.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first (1st) date of the hearing.

12.3(a) At the hearing each party shall have a minimum of five (5) copies of all exhibits they intend to introduce. The parties shall make an effort when practical to create a joint exhibit list – it being understood that each party can introduce their own exhibits, including but not limited to impeachment exhibits.

12.4 Neither party shall communicate with the Chairman 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.

13.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, timeliness, matter beyond the scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the Board of Review prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union prior to the selection of the Chairman. Immediately after selection of the Chairman for the preliminary hearing, either the Union or the District may require that a different Chairman be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Board of Review's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District, and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the 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 Board of Review: The Board of Review shall have no power to alter, add to, or subtract from any of the terms of this Agreement or of this Article, 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 and/or the Union.

15.0 Effect of Board of Review Award: The Board of Review's decision shall be final and binding upon the grievant(s), the District and the Union. The California Code of Civil Procedure sections 1285 – 1288.8 shall apply to the final and binding arbitration 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 Chairman 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 share equally the cost of the reporter and transcription.

16.1 Rescheduling/Cancellation Expenses: Should one (1) of the parties request the Board of Review be either rescheduled or cancelled, the requesting party shall bear the rescheduling/cancellation fee determined by the Chairman, should there be such a fee. Should the parties mutually agree to reschedule or cancel the Board of Review, the costs shall be borne equally by the parties.

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

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

ARTICLE VI

WORK STOPPAGE

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

a. During the term of this Agreement, neither the Union nor its respective offices or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal District operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, 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.

c. Neither the District nor the Union shall discriminate against a unit member for honoring or refusing to honor a picket line of another Teamster organization:

- (1) The picket line has been sanctioned by Joint Council No. 42;
- (2) The District and Union have previously conferred and agreed that unit members need not cross the particular picket line (with such agreement by the District not unreasonably withheld, e.g., such agreement may be withheld when there is no reasonable alternative source for the particular goods or services);
- (3) In no case shall the rights provided to a unit member pursuant to this section be employed by the unit member for longer than two (2) hours in any one (1) day or in any case where to do so would compromise the health or safety of students or staff; and
- (4) The District shall not compensate a unit member for time spent by the unit member exercising his or her rights under this section.

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.

Article VI – Work Stoppage

3.0 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedures of Article V (Grievance Procedure).

4.0 No employee shall be required to perform clearly identifiable struck work of employees of a different bargaining unit, unless such work is generally included in the bargaining unit employee's job description. In no such case shall a bargaining unit member permanently replace another bargaining unit member on strike.

ARTICLE VII

NON-DISCRIMINATION

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

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

3.0 Bulletin 6612 (Non-Discrimination and Anti-Harassment Policy) includes a process for filing complaints related to discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. This bulletin is referenced in this section only for information purposes and is not grievable through the grievance procedures of this collective bargaining agreement. Upon written request by the employee to the District's Equal Opportunity Program Section, an acknowledgement letter will be provided in relation to any complaints filed using Attachment A, from Bulletin 6612.

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 to the Union. For payroll purposes, the District shall deduct on a monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to the District by the Union.

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

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

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

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

6.0 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.

6.1 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).

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

ARTICLE IX

HOURS OF WORK

1.0 General Provisions:

1.1 The work year of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District. If, during the term of this agreement, the Board of Education takes action to exempt another bargaining unit from Board Rule 1990's provisions regarding the placement of employees on unpaid service for up to five (5) days during the school year, then this unit shall be similarly exempt.

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 in a manner consistent with applicable law, provided, however, that nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

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

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

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

- a. School Administrative Assistants (SAA) and Food Service Managers (FSM) only: Once notified of a change in a SAA's or FSM's hours of work, upon request, the site administrator (for the SAA) or Area Food Services Supervisor (for FSM) must inform the SAA or FSM of the specific need that will be met by the change of hours and why the SAA or FSM must have their hours moved in order to fulfill the need.
- b. Prior to a permanent change of a work week from Monday to Friday, the District will:
 - (1) Give the employees in the affected classification four (4) weeks' notice.
 - (2) Request volunteers to assume the work week change.
 - (3) Give priority to the employee who assumed the new work week to return to a Monday to Friday work week should a vacancy occur.

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

- a. PC Rule 790 shall apply to all employees determined to be overtime exempt pursuant to PC Rule 596.

2.1 To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed. Reasonable notice shall be deemed to be no less

than twelve (12) hours in advance except in cases of emergency or when necessary, to meet unanticipated peak workloads.

a. School sites that receive additional funding from programs which allow for clerical, custodial, or food services overtime will be encouraged to allocate such funds back into the same services. The Union shall receive a copy of any guidance which addresses this section.

2.2 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1-1/2) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal laws at the rate of one and one-half (1-1/2) times the hours worked, for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in any calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal Laws.

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

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

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

2.6 For any compensatory time-off earned pursuant to Sections 2.2, 2.3, and 2.4 of this Article, the District shall, within twelve (12) months from the date it

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

3.0 Call Back Time: Employees who are called back to work outside of their regular work hours shall be guaranteed a minimum of two (2) hours pay or compensatory time off at the appropriate rate in a manner consistent with applicable State and Federal Law. However, this section shall apply only to employees in this unit in a classification entitled to overtime pursuant to section 2.0 above. For employees in the Plant Manager series, they shall be guaranteed a minimum of four (4) hours pay or compensatory time off at the appropriate rate in a manner consistent with applicable State and Federal Law.

4.0 Unpaid, Duty-Free Time: Employees who are overtime eligible and who have an on-site obligation which includes unpaid time each day shall be entitled to duty free time during that unpaid period. This unpaid time shall be scheduled in consultation with the direct supervisor and, except in unusual and infrequent circumstances pre-approved by the direct supervisor, the unpaid time shall not be taken during the first (1st) or last hour of the assignment. Employees who are prevented from taking this unpaid time and who are required to perform work duties during that time may complete this unpaid time later that same day (scheduled in accordance with the direct supervisor). All on-duty time shall be counted as time worked and be compensated in accordance with this Article and State and Federal Laws. If, due to unusual circumstances and after pre-approval by the employee's direct supervisor, the unpaid time is scheduled immediately prior to the end of the employee's work day, then the employee shall be free to leave the work site without penalty.

4.1 The duty-free unpaid period shall not be extended for the purpose of lengthening the employee's work day without incurring overtime, nor shall the employee be required to take a duty-free period longer than one (1) hour. It is provided, however, that as to Assistant Area Bus Supervisors, the District may for budgetary considerations utilize split shifts. Prior to doing so, the District will advise the union and provide the union an opportunity to consult. However, such consultation will not delay implementation.

5.0 Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned shifts, including work related, District initiated telephone calls, emails, or texts made to employees before and after assigned shifts. If the employee is directed by their supervisor to perform work, any calls, emails or texts compensable under this section shall be paid on the basis of the actual time required to fully respond to the call, email, or text as directed. Employees shall maintain accurate records of any such time spent.

6.0 All time worked that has been reported and approved within the cutoff, shall be paid, unless there are unforeseen circumstances, in which case, Article XIV shall apply.

7.0. On any school day that a school site is closed for safety purposes for certificated employees and students, Unit S employees regularly assigned to the site shall not be required to work at the school site-provided all the conditions below are met:

- a. The Superintendent closes the school.
- b. A regulatory agency has deemed an emergency in the surrounding area.
- c. Students are not permitted at the school site.
- d. Certificated staff have been restricted from returning to the school site.

This language won't preclude a Unit S staff member from returning to prepare for the reopening of the site with the appropriate PPE once the surrounding area has been deemed safe.

ARTICLE X

EVALUATION PROCEDURES

1.0 Schedule: Employees shall be evaluated by administrators in accordance with the following schedule: The District agrees to send a reminder to all administrators 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 goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the District. The District and the Union agree that a primary purpose for evaluations is: a) to provide the employee with information regarding the status of his/her performance and quality of work; and b) to provide the immediate administrator with current reports and permanent records on the performance of the employee. An evaluation shall not be used as discipline in and of itself. However an evaluation may be used as evidence that an employee was provided notice of performance deficiencies.

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

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

c. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty (20) working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year-round schools and different work schedules, employees' assignment bases may end at different times.

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.

In an effort to create a positive evaluation process for everyone involved, the District has formed the Classified Performance Framework Advisory Committee to discuss plans and ideas to incorporate into the employee evaluation process. Once the Advisory Committee concludes its discussions, the parties agree that any items within the scope of bargaining that affect unit members will be negotiated as they arise, outside of the normal bargaining timelines.

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. At the discretion of the evaluator and the employee, a meeting may be convened early in the evaluation period to discuss performance goals for the upcoming evaluation period. Such meeting should, when possible, occur within the first thirty (30) days of the evaluation period. Thereafter during the evaluation period, the evaluator and employee may agree to modify or change any performance goals originally set.

a. Evaluations shall be based upon observation or knowledge and not upon unsubstantiated charges or rumors. 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 them, and had such comments attached to the materials. For purposes of this Article, "Personnel File" refers to an employee's specific personnel file maintained by the District in the Classified Assignments Branch, as well as any such personnel file maintained by the appropriate division, branch or school site.

b. The evaluator (generally the immediate administrator) shall discuss the written performance evaluation report with the employee. However, in the event the parties are unable to meet, the administrator 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. The original evaluation shall be placed in the appropriate division, branch or school site file. The employee shall have the right to inspect the original. Upon request, each employee shall be informed as to the file in which the original performance evaluation is kept. Copies of the evaluation together with any attachments will be distributed as follows: 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.

d. If on an annual evaluation, an evaluator rates an employee's overall performance as lower than "meets standards", the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than "meets

standards” rating. If the employee was not previously advised so, then the evaluator shall note why not.

e. Upon request by an employee to the Personnel Commission, a performance evaluation form shall be forwarded to, and completed by, any administrator under whom the employee has worked during the evaluation period for at least ninety (90) calendar days.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent, or division head, or designated representative within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by the Union if the employee so desires. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

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

4.0 Notice of Unsatisfactory Service or Act: An employee given a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action shall have the same appeal rights as outlined in Section 3.0, above. A formal grievance concerning such a Notice of Unsatisfactory Service or Act filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Section 2.0 above, have not been followed.

5.0 An employee shall be provided a copy of all adverse written material prior to or at the time they are placed in his/her Personnel File.

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 (as defined in Section 2.0 (a) above) during the normal office hours of the office in which the personnel file is located 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.

6.0 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 administrator. The employee shall have the right to sign the conference memo.

b. A copy of the memo will be given to the employee. The administrator shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or 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 proceedings.

d. 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 year's 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 theft, substance abuse, or violence, shall be void after three (3) years. Following expiration of this three (3) year period, upon request of the employee, such conference memos shall be removed from the employee's files.

7.0 A "letter of reprimand" will be identified as such. If the District determines that a "letter of reprimand" is to be used, the issuance procedures set forth in Sections 6.0 a, b, c, and d above will be followed.

7.1 Any "letter of reprimand" for which there is no repetition of the concern, event, conduct or incident which gave rise to the "letter of reprimand," except those relating to serious misconduct such as theft, substance abuse, or violence, shall be void after five (5) years. Following expiration of this five (5) year period, upon request of the employee, such "letters of reprimand" shall be removed from the employee's files.

8.0 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, or at an investigatory meeting with the responsible administrator, which the employee reasonably believes will result in discipline, by a Local 572 representative or job steward from the site. 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. However, upon mutual agreement between the employee and the administrator a union representative may attend such meetings. Such agreement shall not be withheld by the administrator in violation of applicable law. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

9.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XIV.

10.0 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.

11.0 Pursuant to the Herbert agreement, at a reasonable time not to exceed two (2) business days before a pre-disciplinary meeting or if there is a legitimate reason for not providing it before the pre-disciplinary meeting, the District will provide the employee written documents that support the issues to be discussed at the meeting.

a. If, following the pre-disciplinary meeting, additional written materials are obtained by the District that support the issues discussed at the pre-disciplinary meeting, the District will provide these written materials to the employee within a reasonable time after they are obtained.

b. By one calendar week prior to the Skelly meeting, the District will make available to Teamsters, written materials upon which the charges are based.

12.0 Limitations Upon Discipline: A Notice of Unsatisfactory Service or Act shall not contain any charges nor be based upon any matters, materials or incidents related to work performance and/or work habits occurring more than four (4) years prior to the date of issuance of the Notice, unless the District did not know or could not have reasonably known of the act or omission. Charges involving law enforcement shall not be limited by this language.

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 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur when in the best interest 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 reason given shall not solely be, "in the best interest of the District." No employee shall be involuntarily transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this agreement. This restriction on involuntary transfers shall not apply when the District determines that keeping the employee at his/her current location would be detrimental to the health, welfare or safety of the employee, administrators, students, or other employees.

2.1 The District will make a reasonable effort to make transfers pursuant to Section 2.0 within the same geographic administrative region or a proximate geographic administrative region.

3.0 Voluntary Transfers: When a permanent employee wishes to transfer, he/she must complete the appropriate District form and submit it to his/her immediate administrator for processing. Within ten (10) working days of receipt by the designated administrator of a request for transfer (change of work location), the designated administrator will provide the employee with an acknowledgement of receipt of such request. If the employee does not receive acknowledgement of the receipt, the request will be deemed received ten (10) working days after the delivery of the request by the employee to the designated administrator.

The appropriate branch head or designee must approve the request to place the employee on the transfer eligibility list but may defer approval of release to transfer for up to three (3) months. A deferral will not be based on punitive or discriminatory reasons. Transfer requests shall not be deferred for reasons other than the vacancy would substantially interfere with the operation of the employee's work unit. An employee whose transfer request is deferred shall receive a copy of that deferred transfer request stating the reasons for the deferral from the employee's site or designated administrator within ten (10) working days of the receipt of the transfer request.

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

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

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

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

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

3.6 A change in an employee's work shift that required payment of a work differential as specified in Article XIV, (Wages) Section 4 shall not be considered a transfer for the purposes of this Article. Assignments to new or vacant positions for which a 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.

ARTICLE XII

SUBCONTRACTING

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

ARTICLE XIII

LEAVES OF ABSENCE

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

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

3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.3 of this Article.

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

5.0 Notification Requirements:

5.1 Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate administrator or designee the working day prior to the beginning of an absence, but, except in exceptional circumstances, notification should not be later than one hour before the beginning of the employee’s assignment for that day, except that specific reporting requirements may be established for certain classes and positions requiring adherence to strict time schedules. Unless such notice is given, failure to return to work after the fifth (5th) consecutive working day of absence may be considered as being absent without leave and subject to termination of employment.

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

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

7.0 Expiration of Leave: Except in the case of illness 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) but less than ninety (90) days, the employee should make every effort to notify the Personnel Commission of his or her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested and the leave of absence commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the following relatives of the employee:

- a. Spouse or cohabitant who is the equivalent of a spouse;
- b. Parent (includes in-law, step, foster, or cohabitant who is the equivalent of a spouse);
- c. Grandparent (includes in-law, step);
- d. Child (includes son/daughter-in-law, step and foster child);
- e. Grandchild (includes grandchild of spouse, step and grandchildren);
- f. Brother (includes in-law, step. In law is defined as the sibling of the spouse);
- g. Sister (includes in-law, step. In law is defined as the sibling of the spouse); and
- h. Any relative living in the employee's immediate household.

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

8.1 In the event circumstances require an employee to delay his/her bereavement leave, the employee may defer all rights for up to one (1) calendar year with acceptable documentation of the delay.

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

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

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

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

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

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

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

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

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

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

11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive his or her full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of an accrued vacation which he or she may have. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.3. An 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 (1st) day of the pay period following completion of one hundred and thirty (130) days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time. When all paid and unpaid leaves of absence and vacation benefits have been exhausted, a regular employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds.

11.6 An employee who is absent shall be required to certify the reason for absence on the appropriate form. Also, the District may verify any claimed illness, injury, or disability under this Section before authorizing any compensation.

11.7 An employee absent from duty for an 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. The immediate administrator may refer, upon cause, the returning employee for health approval prior to readmission or following readmission. A returning employee referred for health approval by the immediate administrator shall be medically

evaluated within a reasonable period of the returning employee's submission of all necessary and required documentation for that evaluation. A returning employee who receives a medical evaluation for health approval shall receive notice of the results of that evaluation within a reasonable period following receipt by the evaluator of all necessary and required documentation to complete that evaluation. A denial of return from leave of absence based on District health standards may be appealed to the Personnel Commission in accordance with Personnel Commission Rule 836.

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

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

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

- a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;
- b. Allowable paid leave of absence shall not be accumulated from year to year;
- c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness. If, as a result of the temporary disability payments, the employee receives more than his/her normal gross salary in any given pay period, any overpayment shall be deducted from future salary warrants. If such recovery occurs more than two (2) pay periods after the overpayment, the District may within its discretion, upon written request by the affected employee, establish a repayment plan for such overpayments not to exceed three (3) pay periods.
- d. When an authorized leave of absence continues into the next fiscal

year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and

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

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

a. Death or serious illness of a member of the employee's immediate family. (Immediate family is defined as in Section 8.0 of this Article.);

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

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

d. Birth of the employee's child;

e. Adoption of a child;

f. Religious holiday of the employee's faith;

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

h. Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to one (1) occasion in any school year.

i. 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;

j. An appearance of the employee in court or administrative tribunal as a litigant, party or as a witness under an official governmental order for which

salary is not otherwise permitted, provided that:

- (1) Each day of necessary attendance must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction;
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
- (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.

k. One (1) of the days allowed for 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.

l. 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.

m. 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.

n. An employee shall be allowed up to six (6) additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent or spouse of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well. Use of illness leave under this Section 13.0 shall not extend the maximum period of leave to which as an employee is entitled under Article XIII, Section 20.0, Family Care and Medical Leave.

o. To be sworn in as a Citizen of the United States.

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

- a. The total number of days allowed for such leave shall not exceed the number of days granted pursuant to Personnel Commission Rule 807.
- b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;
- c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage involving the Union;
- d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday, court appearance, or school visit pursuant to 13.0(k) above; and
- e. The employee may be required to verify the nature of such necessity.

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

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

Applications must be filed with the Classified Personnel Assignments Branch and are subject to cancellation in the event of layoff.

15.0 Military Leave: An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code. The District may grant leave under this section in excess of the statutory requirement.

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 one hundred fifty (150) miles of place of residence. Leave shall be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required pursuant to said subpoena.

17.0 Jury Duty Leave (Paid): A paid absence or leave shall be granted to any employee required to render jury service in any court within the state. An employee shall provide to his/her supervisor no less than five (5) working days notice of a summons to jury service. However, if the summons to the employee does not allow for at least five (5) working days notice, the employee shall notify his/her supervisor immediately upon receipt of the summons.

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

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

17.2 An employee who is normally assigned to the "B" or "C" night shift during jury service shall be temporarily reassigned to the "A" day shift during the term of his/her jury service.

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

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

19.0 Miscellaneous Leaves:

19.1 Employment Examination: Upon giving his/her immediate administrator 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 administrator.

19.2 Annual Physical Examination: A permanent employee shall be granted up to one (1) day per fiscal year with pay for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District. A day can be divided into two (2) increments consisting of one half of the employee's regular daily assignment, but not aggregated into the next fiscal year.

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

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

20.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months and who has served for one hundred thirty days (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 Classified Personnel Assignments Branch.

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

20.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within twelve (12) months of the birth, the adoption, or the foster care placement of the child. In

addition, leave may be granted because of the serious health condition of a child of the employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

20.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to twelve (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 twelve (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 20.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.

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

If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for

which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position may include the altering of the employee's current job. The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started.

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

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

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

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

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

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

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

20.10 Certification to Return to Work: The provisions of Section 11.6 and

11.7 shall apply to employees returning to work from a Family Care and Medical Leave (absence) due to the employee's own serious health condition.

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

21.0 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 or five (5) years whichever occurs first;

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 remain 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.

22.0 Break in Service: Periods of paid leave of absence shall not be considered a break in service. A supervisor on any paid leave status shall continue to earn seniority and vacation credit.

23.0 To the extent that Personnel Commission Rule 790 grants additional

leave rights greater than those included in this contract and enjoyed by bargaining unit members prior to this Agreement, those rights shall continue as long as they continue in the Personnel Commission Rules.

ARTICLE XIV

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

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

1.1 All employees in this unit in classes that are currently eligible to receive semi-monthly payment of wages and salaries shall continue to receive such semi-monthly payments.

2.0 Miscellaneous Paid Allowances

a. The District shall, for the duration of this Agreement only, continue to provide and/or make available to employees the uniforms, uniform allowance and protective gear which the District currently provides to unit employees under District practice.

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

a. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the monetary value of District issued uniforms provided up to four hundred dollars \$(400.00), as needed (the parties can revisit this amount at any time during the life of the agreement). Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions.

i. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

b. Supervising Police Dispatchers: Upon board approval of this agreement, for the classification of Supervising Police Dispatcher, the initial basic uniform shall consist of the following: five (5) shirts, and five (5) pairs of trousers. The first year of employment, all new employees shall receive the initial basic uniforms. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall not receive a cash reimbursement for such items. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear.

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

a. Daily Flat Rate: In recognition of the fact that unit employees use their own vehicle to haul District authorized materials, tools, supplies, and equipment, effective July 1, 2015, employees in the classifications listed below shall be eligible for "flat rate" mileage in addition to the per mile reimbursement specified in 2.2 above. Flat rate mileage shall be authorized for eligible field assigned employees for each day or part of a day of such use of their personal vehicle. Those eligible employees shall receive flat rate mileage each day their personal vehicle is driven in District service. The rate shall be \$7.00 per day for vehicles hauling in excess of 75 pounds for District authorized materials, tools, supplies and equipment.

Area Carpentry Supervisor	Glazing Supervisor
Area Electrical Supervisor	Hardware Supervisor
Area Heating and Air Conditioning Supervisor	Heating and Air Conditioning Technical Supervisor
Area Operations Supervisor	HVAC Technical Supervisor (High-Rise)
Area Painting Supervisor	HVAC Test and Inspection Supervisor
Area Plumbing Supervisor	Painting Technical Supervisor
Assistant Hardware Supervisor	Paving Supervisor
Associate Electrical Engineer	Plumbing Technical Supervisor
Carpentry Supervisor (Building Moving)	Roofing Inspection Supervisor
Carpentry Technical Supervisor	Roofing Supervisor
Central Shops Supervisor	Roofing Technical Supervisor
Computer Inventory Hardware Control Supervisor	School Administrative Assistant
Design Network Engineer	Senior Electrical Inspector
Electrical Engineer	Senior Painting Inspector
Electrical Technical Supervisor	Supervising Electrical Engineer
Electronics Technical Supervisor	Supervising Electrical Inspector
Food Services Manager Series	Supervising Plumbing Inspector

b. The foregoing shall apply provided that the employee's vehicle has the appropriate weight rating to carry/haul tools and/or materials being transported. The District shall not be liable for loss or injury deemed inappropriate or unintended by vehicle manufacturer.

3.0 Pay Differentials - General

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

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20)

working days or a bilingual differential, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

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

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

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

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

a. Eligible full-time employees shall be paid at the rate of \$.625 per hour if required to speak, read, and write a non-English language or use sign language with Level I proficiency, or \$.3125 per hour only required to converse in a non-English language or use sign language with Level II proficiency.

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

c. An approved differential shall become effective on the first (1st) day of the pay period following completion of provisions in Section 3.6 above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same bilingual skills. The effective date shall be communicated in writing to the effected employee as soon as practicable following completion of the verification procedure(s). This differential shall not affect salary allocation upon change of assignment.

4.0 Shift Differential: Shift differentials apply only to classifications eligible to receive such differentials prior to the execution of this agreement.

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 (2) 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 (5th) step of the salary schedule of their class shall receive a shift differential of five and one-half percent (5½%). Such employees who work one-half or more of their assigned time between midnight and 7 a.m. and who are on the fourth (4th) or fifth (5th) 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 (5½%); 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%).

d. The provisions of Personnel Commission Rule 586 --Salary Differential for Night Work shall continue to apply to this unit in the same manner as those provisions applied prior to this Agreement unless and until Personnel Commission Rule 586 is changed or amended in which case the parties shall meet and negotiate regarding such changes or amendments.

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

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

5.1 A day in paid status for purposes of this Section shall be defined as

any day for which pay is received, including:

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

6.0 Salary Placement Upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least two and three-fourths percent (2 3/4 %) percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of one hundred and thirty (130) days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

6.1 A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) days after it is reported to the Payroll Services Branch by the employee's time reporting person, as long as it falls within the terms of 8.0 below.

7.0 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment of at least thirty-five (35%) of their normal net pay because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. After the determination that an error has been made, the request will be processed, and a warrant made available for pick-up within five (5) work days following the request unless the employee requests that the warrant be mailed.

7.1 An Off-cycle 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.

7.2 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 Services Branch.

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

8.0 Payroll Errors - 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 to a three (3) year period dating from the discovery of the error. Except for recovery of the amounts received by the employee as temporary disability payments from the District's agent, the District will notify an employee of an overpayment via the employee's location timekeeper or by direct written communication. Written communication will be provided when an overpayment exceeds one hundred dollars (\$100). Where in the judgment of the District the circumstances warrant, the District shall allow the employee to establish a reasonable method of repayment with the Payroll Services Branch.

8.1 Salary Overpayments: Except as set forth in Article XIII, (Leaves) Section 12.0 (c), when a salary overpayment error has been discovered, the Payroll Branch will notify the employee in writing of the amount and circumstances related to the overpayment and will recommend a suggested method for recovery of the overpayment.

Once the Payroll Administration Branch and the employee have come to a mutual agreement that an overpayment exists, the Branch and the employee will make repayment arrangements which may include repayment deductions.

For cases in which the employee disagrees that the overpayment is correct, the employee can decline automatic deductions with the understanding that the employee will be subject to civil litigation to enforce the repayment.

For cases in which the employee does not decline automatic recoupment within 30 days of notification, two hundred dollars (\$200) per pay period will be the normal limit on repayment deductions unless an alternative amount is agreed upon or a higher amount is required to recoup the repayment within three (3) years.

9.0 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 Staff Relations.

9.1 For Limited Term assignments (Leave to Higher), the District will abide by guidelines in the Education Code, when there is a valid eligibility list.

10.0 Longevity Increment: Longevity increments apply to classifications in this unit eligible to receive this increment.

10.1 The longevity increment shall become effective on the first (1st) day of the second Special School Month following completion of the qualifying number of years of service.

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

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

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

\$.18750 per hour after 10 years
\$.21875 per hour after 15 years
\$.25000 per hour after 20 years
\$.28125 per hour after 25 years
\$. 3125 per hour after 30 years
\$. 3437 per hour after 35 years

11.0 Other Salary Differentials, Pay and Practices: The provisions of Personnel Commission Rule 589 -- Salary Differential for Construction Inspectors with Major Project Assignments, 587-- Salary Differentials for Supervising Special Education Assistants using Specialized Health Care Skills, 575--Salary Differentials for School Administrative Assistant Mentors, 597--Salary Differentials for Training Responsibility and 599 -- Salary Differentials Based upon Variations in Responsibility shall continue to apply to unit member in the same manner as the Rules applied prior to this Agreement unless and until such Personnel Commission Rules are changed or amended, in which case, the parties shall meet and negotiate regarding such changes as or amendments.

12.0 Retirement Benefits: In order to address recent changes to CalPERS under the Public Employee Pension Reform Act of 2013 (PEPRA), effective July 1, 2014, all CalPERS eligible bargaining unit employees shall pay one hundred percent (100%) of his/her individual employee contribution to the California Public Employees’ Retirement System (CalPERS) at the rate fixed and prescribed by law.

13.0 Pay Day: The Friday payday procedures shall be retained.

14.0 Automatic Deposit (EFT): The District shall continue its current practice of making automatic deposits of salary warrants to employees' accounts in a banking institution that participates in the District's direct deposit program.

15.0 Bargaining unit members who have been afforded District vehicles for use in the maintenance of licenses or certificates shall continue to receive said benefits.

16.0 Any change in District Vehicle allocation to and/or assessment of employees in this unit shall be discussed with the Union prior to implementation.

17.0 Automatic 457(b) Enrollment: All Unit S bargaining unit members may enroll in the District's 457 (b) Deferred Compensation Plan.

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 K 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 unbenefited 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, Teamsters 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 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 (9) months' written notice to the District regarding Teamsters' intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

g. 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 (1) class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

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

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

d. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one (1) listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partnership or upon the retirement or death of the spouse/domestic partner, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving a PERS/STRS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 800 hours and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not

constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty (39) months of the last day of paid service. The employee must meet the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

a. Documentary Proof of Status Required for Dependents

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

	tax return showing dependent status
Adopted Child, to age 26	Adoption papers
Child who is a Legal Ward to age 26	Court order establishing legal guardianship

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

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

The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

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

- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;

- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two (2) of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

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

d. If spouses/domestic partners are both District employees and each is covered both as an employee and as a dependent, the District will pay \$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.

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

6.3 Conversion of Life Insurance (District-paid and Employee-paid) Enrollment: An employee whose life insurance enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense,

to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

6.4 Continuation of Enrollment (Life Insurance)

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

b. With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the administrator of the life insurance plan.

7.0 Continuation of Enrollment (Health Benefits): With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below).

7.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan.

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

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

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

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was

effective; except for District paid life insurance in which case coverage shall terminate on the date the employee ceases to be employed.

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

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

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

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

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

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

9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for

benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

10.0 Miscellaneous Provisions

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

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

11.0 Employee Assistance Program

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

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

b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the

District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal:

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

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

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

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

13.0 State Disability Insurance: For unit employees not currently eligible for disability insurance, coverage shall commence as soon as administratively practicable following certification from that a majority of such affected employees in the bargaining unit have voted to participate in the program. Upon district receipt of such certification, the following shall apply:

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

b. 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 of the Employment Development department are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

c. In order to implement the Disability Insurance Program specified in Section 13.0 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.

ARTICLE XVI

HOLIDAYS

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

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

a. 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.

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

c. 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.

d. An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding

the school holiday of December 25 and January 1 shall receive pay for the two (2) holidays.

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

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

Employees assigned to C Basis would be eligible for all of the holidays listed above which are indicated by an asterisk()

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.

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				
15 years but less					
than 16	.06155	X	Employee's Hours of Paid Status Exclusive of Overtime	=	Employee's Hours of Accrued Vacation
16 years but less					
than 17	.06539				
17 years but less					
than 18	.06923				
18 years but less					
than 19	.07308				
19 years or more	.07693				

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

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

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

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

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

1.3 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for one hundred thirty (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 two thousand and eighty (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.

a. Any employee who was unable to take vacation due to an illness leave shall, upon their request, by the end of the fiscal year, have their illness time reported as vacation, in accordance with their available vacation balance.

1.5 Consistent with the eighteen (18) pay period vacation cap amount set forth in Section 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 or two weeks after the adoption of school calendars, whichever occurs later, each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount.

The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of Section 1.6 through Section 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, up to five (5) days during winter recess.

1.6

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

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 fifteen (15) day time limit for filing a written grievance as required by Article V, (Grievance Procedure).

c. The parties will work collaboratively on seeking solutions to ensure unit members can utilize vacation hours in ways that are consistent with the needs of the service. Additionally, as part of the collaborative process, the employee's Administrator and/or Division head should coordinate together in allowing requested vacation.

d. The parties will create a Joint Vacation Committee ("JVC") composed of eight (8) members, four (4) selected by the Union and four (4) selected by the District. The JVC shall recommend, develop, and/or evaluate best

practices for vacation use and planning. The JVC shall also provide recommendations to be shared with the Local Districts and District Divisions within 120 days of implementation.

i. The meeting(s) shall be convened during regular business hours.

1.7

a. 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.

b. An employee who has submitted a vacation schedule and received approval for that schedule, and who is thereafter denied the right to take that vacation because of an extension of the time when vacation is precluded pursuant to Section 1.5 a. (1) above, shall be entitled to submit an alternate vacation schedule, which shall not be unreasonably denied.

c. An employee assigned to a school site operating on a traditional/LEARN calendar and who submits and receives approval of the employee's vacation request, shall be entitled to resubmit a vacation request if the school site thereafter changes to a multi-track calendar and as a result the employee's previously approved vacation is disapproved. The employee's resubmitted vacation request shall not be unreasonably denied.

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

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

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

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

c. 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

d. 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.

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

1.11 Except as set forth in Section 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.

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

1.13

a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described eighteen (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 (Leaves), Section 11.5. Exceptions may be made at the sole discretion of the District, but must be pre-approved in writing by the Superintendent or designee.

1.14 Except as set forth in Section 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 Section 1.11 above).

1.15 Attendance Incentive Plan

a. A vacation-earning employee who accumulates a total of fifty (50) days or more days of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee, whose full pay illness absence credit earned subsequent to June 30, 1995, thereafter drops below fifty (50) or more days shall not be entitled to additional vacation under this section, except pursuant to paragraph (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 Sections 1.15(a) and 1.15(b) 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 he/she is aware. The District shall be responsible for informing employees of necessary safety procedures and practices. There shall be no reprisal against an employee for reporting any real or potentially unsafe condition, facility, or equipment.

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

3.0 Emergency Use of Telephone: 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 telephone 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.

5.0 The District shall continue to observe legal environmental regulations regarding water and air pollution at bus yards.

6.0 The District shall endeavor to provide any needed supplemental training in safety procedures to employees at the Newman Nutrition Center and the Manufacturing Kitchen in the disassembly of machines for cleaning.

7.0 No bargaining unit member shall be required to transport hazardous material in his/her personal vehicle in violation of Cal/OSHA regulations.

8.0 The District affirms the importance of Bulletin 5798.0 Workplace Violence, Bullying, and Threats (Adult to Adult) and the Board Resolution for the Respectful Treatment of All Persons (1998).

9.0 The parties will collaborate with the L.A. Unified Campus Safety Campaign and Initiatives.

10.0 On an annual basis, the District will provide Imminent Danger training for all Unit S school based office employees with no loss of time or pay.

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 as specified in writing (tools of the trade) and must be listed on approved inventory lists. All employees required to supply their own hand tools shall be given an inventory list form which will include value, 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 one hundred dollars (\$100) deductible. Claims of less than one hundred dollars (\$100) shall not be processed. The maximum payment approved by a division head for any one loss shall not exceed five hundred dollars (\$500). Losses in excess of five hundred dollars (\$500) but not to exceed three thousand dollars (\$3,000) shall be reimbursed only with the prior approval of the branch head. A written request for reimbursement for damage to or theft of tools shall be filed by the employee with the Insurance Section of the Contract and Insurance Services Branch within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the branch head. The Insurance Section 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 branch head on the inventory list. If either the deductible or the maximum reimbursement amount described above changes for bargaining unit members supervised by members of this bargaining unit, then that change shall also be implemented for employees in this unit.

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

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

b. Costs that may be reimbursed are tuition, other mandatory fees, books, and other training materials that are required for the specific course. Traveling expenses, parking fees, student body fees, the cost of paper, pens, notebooks, equipment, and other costs shall not be reimbursed.

c. Approval for reimbursement shall be obtained on the appropriate form signed by Division head or designee before the commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled upon request to know the reasons for the disapproval. No request shall be denied if it meets the requirements in 1.0 b.

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

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

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

g. Effective July 1, 2019, tuition reimbursement shall be limited to a maximum of one thousand dollars (\$1,000) for any individual employee during any twelve (12) month period.

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

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

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

ARTICLE XXI

RECLASSIFICATION PROCEDURE

1.0 For the purpose of this article, “reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of duties being performed by the incumbent in such a position.
[see Education Code §45101 (f).]

2.0 Request for Reclassification: An employee may initiate a request for a classification study regarding whether or not to reclassify his/her position by completing the Position Description (80.4) Form which may be obtained from the Personnel Commission office.

3.0 Approvals: Provided the description of the duties is accurate, necessary approval signatures shall be accomplished by the unit or section head, Branch head and Division head/Local District Superintendent within sixty (60) calendar days after submission to the employee’s immediate administrator. 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.

4.0 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 Personnel Commission.

5.0 In conjunction with any request by the District to the Personnel Commission to abolish one or more classifications and replace the abolished classification(s) with one or more new or existing classifications, the District shall concurrently provide the Union with notice of such a request.

ARTICLE XXII

JOB STEWARDS

1.0 Job Stewards: 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 for that work location. The Union shall inform the Office of Staff Relations in writing of each employee so designated. The Job Steward shall have the right to:

a. Represent an employee at that work location, upon request, in a grievance meeting as expressly provided for in Article V (Grievance Procedure), Section 2.1 and Article X (Evaluation Procedures) Section 3.0. Upon request of a Job Steward serving as a representative described above, the responsible administrator shall, whenever operationally practical, reschedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance on appeal.

b. On his/her own time (outside of duty hours) 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 a bulletin board space designated by the site administrator for such purposes; and

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

e. On his/her own time (outside of duty hours) represent an employee at another work location at Step One of the Grievance Procedure at Article V, Section 8.0. Thereafter, either that Job Steward may continue to represent that employee at Steps Two and Three and at the Arbitration as set forth in Article V, Sections 11.0 thru 13.0 (and pursuant to the provisions of Article V, Section 3.0) or the employee may be represented by another Union representative, who shall provide trial representation without any cost to the District and outside of that representative's District duty time if any.

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.

2.0 To the extent any term of this Agreement conflicts with any valid provision of the California Education Code, the Education Code provision shall prevail.

3.0 Notwithstanding the foregoing, if the subject matter in a Personnel Commission Rule falls within the scope of representation, as defined in California Government Code Section 3543.2, that rule shall be applicable as follows:

a. If this Agreement deals with the subject matter of a provision of a Personnel Commission rule, then that provision shall not apply to employees in this unit;

b. If the Personnel Commission rule provides for a non-procedural benefit, and this Agreement does not provide for the benefit, the benefit shall not be available to employees in this unit, unless required by law;

c. If the Personnel Commission rule prescribes a procedure and this Agreement does not, the rule shall apply to employees in this unit;

d. Where a conflict exists between a Personnel Commission rule and an express provision of this Agreement, then this Agreement shall prevail; or

e. In the event that a Personnel Commission rule specifically cited in this Agreement is modified by the Personnel Commission during the term of this Agreement, the applicability of such modification to the unit will be subject to agreement between the Union and the District. If an agreement is not reached, the language of the unmodified Personnel Commission Rule shall remain in effect for the term of this Agreement.

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, 2023, 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, 2023. Such negotiations shall commence as soon as reasonably practicable after a request to commence negotiations is made, but in no event more than ten (10) days from the date of the request, absent mutual agreement to extend this time.

APPENDIX A

TA's 4/28/22

TD

Teamsters Local 572

Unit S

MEMORANDUM OF UNDERSTANDING

2020-2023

ASA 4.28.22

This Memorandum of Understanding (MOU) is made and entered into this 28th day of April, 2022 by and between the Board of Education of the Los Angeles Unified School District ("District") and Teamsters Local 572 for employees in Unit S (Teamsters).

Pursuant to the parties' 2017-2020 Agreement, the District and Teamsters have met and negotiated in good faith and have completed their negotiations on items previously sunshined. The term of this Agreement shall cover a period through June 30, 2023 (and continue thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice). This agreement is the Successor to the 2017-2020 agreement and is the final resolution to all matters associated with the parties' 2017-2020 Agreement.

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**
Effective July 1, 2019, the District and Teamsters agree to the following with respect to compensation: All bargaining Unit S members active upon adoption by the LAUSD Board of Education shall receive a \$1 per hour on-going wage increase (or its equivalent for salaried employees) applied to all pay scale groups and levels of the base salary tables.

Effective July 1, 2021, the District and Teamsters agree to the following with respect to compensation: All bargaining Unit S members active upon adoption by the LAUSD Board of Education shall receive a 5% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

REOPENER:

For 2022-2023, the parties have agreed to reopen on Article XIV Wages and Salaries and Article XV Health and Welfare. The reopener on Health and Welfare will include negotiating alternatives to retiree benefits.

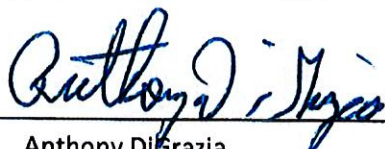
C. The parties' 2020-2023 Agreement shall be further modified as follows:

1. Article XIV - Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
2. Article XXIV - Term of Agreement

The agreement is subject to ratification by the membership of Unit S and to final approval by the LAUSD Board of Education.

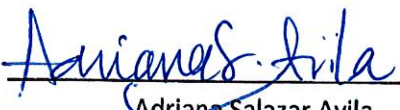
Date of agreement: April 28, 2022

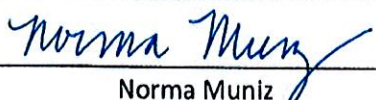
Los Angeles Unified School District

By: 
Anthony DiGrazia
Office of Labor Relations

Teamsters, Local 572

By: 
Rick Middleton
Secretary-Treasurer

By: 
Adriana Salazar Avila
Business Representative

By: 
Norma Muniz
Business Representative

Adopted and approved by the Board of Education on _____, 2022.

By: _____
Kelly Gonez, President

APPENDIX B

TRANSPORTATION ADDENDUM

1.0 Renewal of documents for Area Bus Supervisors and Assistant Area Bus Supervisors to Drive a School Bus -- While it is the District's general policy that Area Bus Supervisors and Assistant Area Bus Supervisors complete renewal training in their assigned regions, exceptions may be granted based upon the work load of the Driver Trainers in the regions, feasibility, space availability and efficiency to the District. Requests for exceptions must be approved by the Regional Transportation Managers, or appropriate designees, of both of the affected regions. Such requests must be submitted with reasonable notice, not fewer than ten (10) working days prior to the first scheduled day of the training. No such request shall be denied based upon an arbitrary or capricious reason. In accordance with current practice, renewing of documents shall be during scheduled classes and within assigned hours, but in no event shall classes or testing be the cause of overtime to the employee. Nor shall such classes or testing cause the splitting of assigned hours beyond a one (1) hour duty-free unpaid period.

2.0 Internal Transfers -- When the District makes determinations regarding transfer requests within the Transportation Services Division, seniority will be considered. For the purposes of identification for transfer, "seniority" means length of service in the classification. All other factors being equal, seniority will prevail.

Transfer requests, including inter-regional transfer requests, shall not be denied for arbitrary or capricious reasons. When the District denies any internal transfer request within the Transportation Services Division, the employee shall upon written request be informed in writing by the manager or supervisor making the decision of the reason for the denial.

3.0 Work Schedules -- Area Bus Supervisors may submit a request to the Regional Transportation Manager, or appropriate designee, for a change in work schedule. No such request shall be denied based upon an arbitrary or capricious basis. Employee schedules must be determined by the needs of the operation. Prior to any permanent changes, the District shall follow the procedures set forth in Article IX, Section 1.6. Employees that cover assignments should discuss prioritization of duties with their Supervisor.

4.0 Office Space -- The District will make reasonable effort to provide adequate office space and materials when available.

5.0 New Technology, Equipment, and Vehicles -- New equipment and technology shall be deployed by the Division based on the funding source and operational needs of the Division and the community. When all other factors are equal with respect to such a deployment, seniority will be considered. For applicable employees, the Division may provide cell phones that have the capacity for necessary work applications.

6.0 Overtime -- Upon request, transportation supervisors may be

provided with the most recent copy of an official payroll printout showing hours and overtime by region and by job classifications. Supervisors may be provided with the printout for their own classification. Overtime shall be assigned based upon the operational needs of the region and the area, as determined by the Regional Transportation Manager, or appropriate designee. Upon request, the Union shall be provided with the most recent copy of an official payroll printout showing hours and overtime for a region or the Division. All bargaining unit employees will sign out at the time they finish their assignment. All bargaining unit employees will work in their respective classifications.

7.0 Attendance Policy -- The Transportation Services Division shall institute the same attendance policy for all branch supervisors.

8.0 A bargaining unit employee within the Transportation Division may submit a single transfer request for one or more identified locations, or regions or for all openings in the relevant classification within the branch.

9.0 Assistant Area Bus Supervisor Bus Assignment Bids – Any employee newly assigned as an Assistant Area Bus Supervisor must bid an appropriate bus at the next annual bid conducted for Bus Drivers.

All non-newly assigned Assistant Area Bus Supervisors shall be permitted to re-bid for bus assignment once every three years, beginning Summer 2002, at a time designated by the Division. Such bidding shall be conducted based upon seniority within the Assistant Area Bus Supervisor job classification. A bus appropriate to the employee's assignment, from a pool of buses established by the Transportation Services Division, shall be bid. An employee who previously participated in a bid who wishes to re-bid in a subsequent bid shall notify the Division in writing per procedures established by the Division.

The parties acknowledge that the Transportation Services Division has modified the process in which bus drivers bid on buses. In recognition of this modification, the parties agree to meet as frequently as practical to address the needs of the Transportation Services Division and Unit S employees.

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

APPENDIX C

FLEET MAINTENANCE ADDENDUM

1.0 When the District makes determinations regarding transfer requests within the Automotive Maintenance Section, seniority will be considered. For the purposes of identification for transfer, seniority means length of service in the classification. All other factors being equal, seniority will prevail.

1.1 Transfer requests shall not be restricted by geographic areas or zones or regions.

1.2 If a transfer is denied, the employee may request the reason for denial in writing.

APPENDIX D

SCHOOL ADMINISTRATIVE ASSISTANT ADDENDUM

1.0 The direct supervisor of School Administrative Assistants shall be the Principal or his/her designee.

2.0 School Administrative Assistants shall be entitled to receive overtime compensation in accordance with Article IX, (Hours of Work). Administrators shall not discipline School Administrative Assistants for requesting compensation for overtime worked either prior to working the overtime or after having received authority to work such overtime.

3.0 The District recognizes the importance of communication between the School Administrative Assistants and their direct supervisors. The District shall emphasize to those supervisors the importance of providing School Administrative Assistants with pertinent information to help accomplish their job duties. School Administrative Assistants may also request permission from their direct supervisor to attend a relevant school staff meeting and/or to provide input to their direct supervisor regarding topics to be discussed at such meetings.

4.0 School Administrative Assistant's job duties may include overseeing students waiting in the office of the school. School Administrative Assistants who, in conjunction with overseeing students, are placed in an unsafe situation shall be entitled to request assistance from their direct supervisor and/or school security. Requests for such assistance shall not be unreasonably denied.

4.1 School Administrative Assistants will provide assistance beyond basic first aid only to the extent that they have voluntarily attended the District's medication administration training or received other appropriate training.

5.0 It is the intent of the District that all its employees, including School Administrative Assistants, treat their co-employees and be treated by their co-employees with respect and courtesy in accordance with the Board of Education's unanimous resolution of October 10, 1988.

The Personnel Commission shall write a Memorandum to the Union informing them of the duties of School Administrative Assistants and that supervision by a School Administrative Assistant is not a necessary component of the job classification.

6.0 Off-basis Summer Assignments: Summer Assignments for School Administrative Assistants shall be made in the following order:

- a. Off-basis regular School Administrative Assistants who are selected by the assigned summer school principal;
- b. Off basis regular School Administrative Assistants who have an application on file with Employment Transaction Services Branch.
- c. Available persons on the School Administrative Assistant eligibility lists;
- d. Previously assigned substitutes who have qualified by examination; and
- e. Persons who have never qualified by examination.

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

7.0 The District shall conduct a study of clerical norms at school sites.

APPENDIX E

PLANT MANAGERS AND ASSISTANT PLANT MANAGERS ADDENDUM

1.0 It is the intent of the District to provide reasonable and necessary training which will assist Plant Managers in maintaining the ability to perform their work duties. The District shall also make available to Plant Managers information regarding staff development classes which will assist Plant Managers in the performance of their work duties and/or promotional opportunities.

1.1 On an annual basis, the District shall provide Threat Assessment Training for Plant Managers.

2.0 The site administrators shall, upon request, meet quarterly with the Plant Managers to review pertinent budget items.

3.0 Plant Managers shall receive in-service training on the safe transport of gasoline and other potentially hazardous materials. Plant Managers shall not be required to transport more than five (5) gallons of gasoline in their personal vehicles. Plant Managers may only transport gasoline in District-provided and approved containers. Plant Managers shall receive reimbursement promptly for gasoline purchased for District purposes when the purchase has been pre-approved by the site Administrator or designee.

4.0 Plant Managers shall not be required to perform herbicide/pesticide spraying which requires special certification or licensing unless they possess said certification or licensing.

4.1 Plant Managers and Assistant Plant Managers shall not be required to remain on an evacuated or closed campus if the Office of Environmental Health and Safety (OEHS) determines that the conditions are not safe.

5.0 Plant Managers shall be entitled to receive overtime compensation in accordance with Article IX (Hours of Work) of this Agreement. Administrators shall not discipline Plant Managers for requesting compensation for overtime worked either prior to working the overtime or after having received authorization to work such overtime.

6.0 Plant Managers shall act as the direct supervisor and evaluator of the Building and Grounds Workers at their sites. The site administrator or designee may act as the reviewer of and provide input to the evaluation of such Building and Grounds Workers.

7.0 When the Plant Manager is assigned by the site administrator as the designee to act as the direct supervisor of a Senior Gardener, then that Senior Gardener's position shall be included in the Plant Manager's manpower allotment.

8.0 The District shall immediately notify the Teamsters prior to implementation of "Pod" or similar assignments for Plant Managers and Assistant Plant Managers.

APPENDIX F

FOOD SERVICES ADDENDUM

1.0 Training -- It is the intent of the Food Services Division to provide reasonable and necessary training to Food Services supervisors which will assist them in maintaining the ability to perform their duties. The District shall also make available to Food Services supervisors, information regarding staff development classes which will assist Food Services supervisors in the performance of their work duties.

2.0 Review of Division Files -- Upon written request to the Director of Food Services, a Food Services supervisor shall be afforded the opportunity to review his or her own division file at a scheduled appointment time.

3.0 Input on Hiring -- Food Service Managers shall be entitled to provide input to the relevant decision-makers regarding the hiring of Food Services Division site staff at the site to which the Food Service Manager is assigned.

4.0 In-Service -- Food Service Managers who, after completing eight hours of regular duty, are then assigned to conduct formal training on entry-level skills, shall be compensated at the rate of time and a half for the hours worked in such training. Personnel Commission Rule 597 shall continue to apply to Food Service Managers in its current form unless the Personnel Commission changes Rule 597, in which case the parties shall meet and negotiate regarding the effect of such a change.

5.0 Transfer Notification -- In the event a Food Services employee is administratively transferred, the Food Service Manager at the receiving site shall be informed of the reasons for the transfer.

6.0 Record Keeping -- Food Service Managers should not be negatively evaluated based solely upon inadequate record-keeping completed by replacement employees while the Food Service Managers were on leave.

7.0 Rotation of Staff -- When the District makes determinations regarding the rotation of staff within the Food Services Division, the affected employees' requests shall be considered. When experience and qualifications are equal, seniority, among other factors, will be considered. In the event that an employee's request concerning rotation is denied, upon the employee's request, the District shall state the reasons for the denial in writing.

8.0 Off-basis Assignments: Off-basis work assignments (i.e., during summer, winter, and spring breaks) for Food Service Managers shall be made by the Area Food Services Supervisors. To the extent practicable, Food Service Managers shall be considered first for and offered off-basis assignment bargaining unit work, if work is available, based upon the following:

a. The employee shall have filed with the Division an application for assignments or an availability form by the deadline established by the Division. Late applications or an availability forms may be accepted at the sole discretion of the Division.

b. An employee who has received a Notice of Unsatisfactory Service or Act shall be precluded from working an off-basis assignment for a period of one year from the date the Notice was issued, unless the employee has consent from his/her Area Food Services Supervisor.

c. The availability of Food Service Manager assignments during the off-basis period.

d. If the regularly-assigned Food Service Manager is not available during the assignment in question, the Division will first offer the assignment to an employee based on seniority in the same classification as the regularly assigned Food Service Manager and based on the employee's availability to work as stated on the application or availability form. If no employee in the same classification is available for the assignment, the assignment will be made by the Division at its discretion.

e. The assignment decision of the Division is final. An employee need not be offered more than one (1) assignment, provided such offer is in one of the area(s) requested on the employee's application or availability form.

f. Employees who accept an off-basis assignment shall complete that assignment for the entire off-basis period. Failure to begin on the first day or otherwise complete an assignment other than for verifiable illness, bereavement or personal necessity absence may result in separation from the assignment. Notification requirements per Article XIII, Section 5.0 of this Agreement will be in effect during the assignment.

8.1 Pay Rate during Off-Basis Assignments: Any manager who accepts and works in an off-basis assignment shall be paid their regular rate of pay for the duration of the assignment.

8.2 Hours per day: Each off-basis assignment shall be a minimum of three (3) hours per day.

9.0 The Director of Food Services shall disseminate information to the appropriate classifications throughout the Division regarding seminars or conferences to which the District intends to send a designated number of Food Services Division supervisors in that classification. Supervisors who have applied for and received pre-approval for reimbursement for the cost of attending such a seminar or conference

shall, in fact, receive that reimbursement.

10.0 Food Services Managers who work a “C” Basis assignment plus a “Z” Basis assignment for the remainder of the school year shall accrue and be entitled to take vacation and illness time pursuant to the terms of Article XVII (Vacation) and Article XIII (Leaves) during either their “C” Basis or “Z” Basis assignment.

11.0 Food Services Training Specialists assigned to a “C” Basis assignment and who also work a “Z” Basis assignment for the remainder of the school year shall accrue and be entitled to take vacation and illness time pursuant to terms of Article XVII (Vacation) and Article XIII (Leaves) during their “C” Basis or “Z” Basis assignment.

12.0 Food Services Division supervisors who work a “Z” Basis Assignment shall be eligible to take holidays during that time pursuant to Article XVI (Holidays), Section 1.0 (b).

13.0 No Food Service Manager shall be directed to supervise students outside of what is expected of his/her role in maintaining the integrity and regulations of the food program, except in cases of emergency.

14.0 Labor Optimization: When the District decides that labor optimization should occur, the Union and District will review the formula 60 days prior to implementation. Such review will include the proposed changes to given sites, aspects used within the formula for the change; e.g., meals served, and the time-motion study utilized.

APPENDIX G

CONSTRUCTION INSPECTORS ADDENDUM

1.0 Personnel Commission Rule 589 shall continue to apply to Construction Inspectors in whatever form promulgated by the Personnel Commission at the time of its application.

APPENDIX H

SENIOR GARDENERS ADDENDUM

1.0 It is the intent of the District to provide reasonable and necessary training which will assist Senior Gardeners in maintaining the ability to perform their duties. The District shall also make available to Senior Gardeners information regarding staff development classes, including planning classes, which will assist Senior Gardeners in the performance of their work duties and/or promotional opportunities, including Principal Gardener.

2.0 The District shall provide quarterly safety meetings for Senior Gardeners.

3.0 The Principal Gardener and/or Landscape Supervisor shall be responsible for providing technical supervision for all Senior Gardeners. Notwithstanding the foregoing, for those Senior Gardeners who are assigned to the central crew and who report directly to the Principal Gardener, the Principal Gardener shall provide both technical and general supervision for such Senior Gardeners.

4.0 The Principal Gardener and/or Landscape Supervisor shall provide semi-annual inspections of work performed by Senior Gardeners.

5.0 The Senior Gardener may request that the site administrator or designee obtain technical input from the Principal Gardener and/or Landscape Supervisor on the evaluations of Senior Gardeners. Notwithstanding the foregoing, for those Senior Gardeners who are assigned to the central crew and who report directly to the Principal Gardener, the Principal Gardeners shall provide both technical and general input into the Senior Gardeners' evaluation.

6.0 Senior Gardeners shall make suggestions regarding developing and maintaining work schedules. The Senior Gardener may include in these suggestions information regarding the length of time necessary to complete various tasks as a Senior Gardener. Implementation of these suggestions shall be subject to the approval of the site administrator or designee, who may receive input from the Landscape Supervisor and/or Principal Gardener regarding that schedule.

7.0 The District shall continue to provide information to Senior Gardeners regarding both District training and opportunities outside the District for training related to spraying of pesticides and herbicides. The District shall explore training opportunities for Senior Gardeners that are available at no cost through vendors that are related to fertilization, weed abatement, pruning, turf renovation, minor equipment repair and the spraying of pesticides and/or herbicides. Nothing herein shall be construed as requiring the District to provide such training.

8.0 Senior Gardeners shall be entitled to receive overtime compensation in accordance with Article IX (Hours of Work) of this agreement.

9.0 Maintenance and Operations shall make reasonable efforts to assist in the transportation of oversized gardening equipment for repair.

10.0 The District and Union recognize that the District does not provide substitutes for Senior Gardeners who are absent for extended periods due to vacation, illness, leaves or jury duty. The District encourages school sites to work internally and with each other in cooperation to help reduce the impact.

APPENDIX I

SUPERVISING SPECIAL EDUCATION ASSISTANTS ADDENDUM

- 1.0** **Extended School Year Assignments (ESY):** Not less than ten (10) working days prior to the deadline date for applications, the District shall establish and distribute a list of schools for each Local District. Supervising Special Education Assistants (SSEAs) must apply on-line for ESY.
- 1.1 SSEAs who have not received a Notice of Unsatisfactory Service in the last one (1) school year may apply for any school that has been established as hosting ESY.
- 1.2 SSEAs shall be assigned on the basis of priority followed by seniority in the job classification.
- 1.3 For the purpose of 1.2 above, priority will be defined to mean the hosting school's SSEA will have priority to that school site, regardless of enrollment.
- 1.3.1 If there is an assignment at a non-school site, the regularly assigned SSEA shall have priority to the assignment.
- 1.4 Should it become necessary to "share" or otherwise reassign an SSEA, the District will choose from available applicants who have the most seniority in the job class and have indicated the availability to work.
- 1.5 Section 1.4 shall apply if the current SSEA position is vacant or otherwise unfilled.
- 1.6 SSEAs shall be notified in writing as to assignment to ESY. To the extent possible, notice shall be e-mailed to the applicant's LAUSD e-mail address ten (10) days prior to the end of the current school year.
- 1.7 SSEAs shall also be notified by e-mail if they are not receiving an assignment and informed their name will be added to the ESY substitute pool.
- 2.0** **Miscellaneous:**
- 2.1 Supervisors cannot compel SSEAs to use their personal phone. However, employees must be reachable in cases of emergency.
- 2.2 SSEAs shall not be asked to perform duties which are exclusively within another classification.
- 2.3 The District shall provide the Union with a copy of the policies and procedures

bulletin sent to Administrators, which provides them with directives clearly delineating the job duties of Supervising Special Education Assistants. The guide shall also direct Administrators to determine and specify the correct person for paraprofessionals or other contract employees to contact to report absences when a bus ride or other special circumstances are present.

- 3.0 Behavior Intervention Implementation (BII) Training Stipend: If any other bargaining unit receives a stipend for the performance of Behavior Intervention (BII) duties, the District shall notify the Teamsters. If the SSEAs have completed the BII training, and more than 70% of their staff are receiving the stipend, then they shall also receive the stipend.

APPENDIX J
UNIT S SALARY RATES
EFFECTIVE JULY 1, 2021

Class Code	Class Title	Unit	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Hourly
2375	Absence Coordinator	SS	Hourly	\$46.63313	\$49.25065	\$52.00898	\$54.85018	\$57.77419				
1161	Accountant	SS	Hourly	\$26.86083	\$28.31869	\$29.85939	\$31.50777	\$33.24726				
1101	Accounting Analyst	SS	Hourly	\$35.01990	\$36.94992	\$38.90478	\$41.10813	\$43.36121				
2170	Administrative Assistant, Building Program	SS	Hourly	\$42.29267	\$44.59542	\$47.08869	\$49.67309	\$52.40658				
2406	Administrative Secretary I	SS	Hourly	\$28.71630	\$30.24042	\$31.93021	\$33.66144	\$35.54174				
2150	Adult Education Administrative Specialist	SS	Monthly	\$8,876.88	\$9,361.95	\$9,861.60	\$10,390.40	\$10,955.01				
4968	Appeals and Hearing Supervisor	SS	Monthly	\$8,114.16	\$8,569.62	\$9,049.57	\$9,543.93	\$10,052.71				
1444	Architect	SS	Hourly	\$45.85448	\$48.33948	\$51.01497	\$53.78990	\$56.66422				
1438	Architectural Associate	SS	Hourly	\$40.08101	\$42.29267	\$44.59542	\$47.08869	\$49.67309				
1460	Architectural Project Facilitator	SS	Hourly	\$39.02904	\$41.18269	\$43.41089	\$45.85448	\$48.33948				
5804	Area Bus Supervisor	SS	Hourly	\$33.32182	\$35.16072	\$37.07417	\$39.11187	\$41.24896				
3271	Area Carpentry Supervisor	SS	Hourly					\$49.48818				
3206	Area Electrical Supervisor	SS	Hourly					\$54.73287				
4314	Area Food Services Supervisor	SS	Monthly	\$6,508.50	\$6,866.35	\$7,242.74	\$7,641.67	\$8,061.78				
3211	Area Heating and Air Conditioning Supervisor	SS	Hourly					\$55.71162				
3236	Area Metal Work Supervisor	SS	Hourly					\$52.48943				
4016	Area Operations Supervisor *	SS	Monthly	\$6,440.85	\$6,793.64	\$7,181.43	\$7,591.10	\$8,018.25				
3276	Area Painting Supervisor	SS	Hourly					\$43.10442				
3216	Area Plumbing Supervisor	SS	Hourly					\$54.98270				
3165	Asbestos Abatement Supervisor	SS	Hourly					\$50.74992				
5806	Assistant Area Bus Supervisor	SS	Hourly	\$31.64859	\$33.32182	\$35.16072	\$37.07417	\$39.11187				
1541	Assistant Civil Engineer	SS	Hourly	\$37.99362	\$40.08101	\$42.29267	\$44.59542	\$47.08869				
2057	Assistant Contracts Supervisor	SS	Hourly	\$38.90478	\$41.10813	\$43.36121	\$45.73024	\$48.29806				
4329	Assistant Food Production Manager	SS	Hourly	\$35.42577	\$37.38895	\$39.44320	\$41.60514	\$43.89964				
5755	Assistant Garage Supervisor	SS	Hourly	\$40.60286	\$42.86419	\$45.22495	\$47.72651	\$50.38545				
4173	Assistant Gardening Supervisor	SS	Hourly	\$30.16587	\$31.80598	\$33.57861	\$35.40922	\$37.34750				
3258	Assistant Hardware Supervisor	SS	Hourly					\$41.10813				
5140	Assistant Logistics Supervisor	SS	Hourly	\$31.88045	\$33.62852	\$35.47560	\$37.40520	\$39.44333				
4574	Assistant Outdoor-Education Center Manager	SS	Hourly	\$28.86538	\$30.46407	\$32.15389	\$33.86853	\$35.72399				
4061	Assistant Plant Manager I	SS	Hourly	\$18.54437	\$19.48039	\$20.55724	\$21.67548	\$22.78542				
4048	Assistant Plant Manager II	SS	Hourly	\$20.55724	\$21.67548	\$22.78542	\$24.05280	\$25.36155				
1791	Assistant Projects Manager	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
1638	Associate Building/Construction Inspector	SS	Hourly									\$42.06563
1531	Associate Civil Engineer	SS	Hourly	\$42.29267	\$44.59542	\$47.08869	\$49.67309	\$52.40658				
1709	Associate Electrical Engineer	SS	Hourly	\$40.08101	\$42.29267	\$44.59542	\$47.08869	\$49.67309				
1763	Associate Mechanical Engineer	SS	Hourly	\$40.08101	\$42.29267	\$44.59542	\$47.08869	\$49.67309				
2176	Bond Oversight Coordinator	SS	Hourly	\$42.29267	\$44.59542	\$47.08869	\$49.67309	\$52.40658				
5208	Braille Equipment Coordinator	SS	Hourly	\$24.58127	\$25.90340	\$27.32001	\$28.80426	\$30.37238				
1471	Building Project Estimator	SS	Hourly	\$37.99362	\$40.08101	\$42.29267	\$44.59542	\$47.08869				
1651	Building/Construction Inspector	SS	Hourly					\$55.98498				
1650	Building/Construction Inspector (Class 1)	SS	Hourly					\$57.48427				
5731	Bus Dispatcher	SS	Hourly	\$35.16072	\$37.07417	\$39.11187	\$41.24896	\$43.51858				
3192	Carpentry Supervisor (Building Moving)	SS	Hourly					\$45.41546				
3148	Carpentry Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
2620	Cataloging Supervisor	SS	Hourly	\$25.00536	\$26.39697	\$27.82169	\$29.29611	\$30.89480				
3160	Central Shops Supervisor *	SS	Hourly	\$43.90578	\$46.46115	\$49.09526	\$51.77904	\$54.70500				
2110	Chief Broadcasting Engineer	SS	Monthly	\$8,792.05	\$9,279.78	\$9,767.50	\$10,302.94	\$10,855.60				
2511	Chief Clerk	SS	Hourly	\$28.71630	\$30.24042	\$31.93021	\$33.66144	\$35.54174				
1501	Chief Enrollment Analysis Coordinator	SS	Hourly	\$48.44716	\$51.14752	\$53.88930	\$56.82159	\$59.87813				
5192	Chief Inventory Analyst	SS	Monthly	\$7,336.84	\$7,734.45	\$8,166.49	\$8,619.77	\$9,091.59				
1528	Civil Engineer	SS	Hourly	\$46.74909	\$49.28379	\$52.01726	\$54.84190	\$57.75761				
2045	Claims Processing Supervisor	SS	Hourly	\$36.94992	\$38.90478	\$41.10813	\$43.36121	\$45.73024				
2056	Communications Production Facilitator	SS	Hourly	\$36.80081	\$38.79709	\$40.95905	\$43.22039	\$45.58112				
4817	Computer Applications Support Supervisor	SS	Hourly	\$39.61713	\$41.78738	\$44.09843	\$46.54200	\$49.05185				
1792	Construction Safety Specialist	SS	Hourly	\$40.43720	\$42.69027	\$45.01786	\$47.52773	\$50.12868				
2531	Contract Assistant	SS	Hourly	\$26.14844	\$27.54836	\$29.07247	\$30.67945	\$32.28641				
1125	Contract Payments Supervisor	SS	Hourly	\$33.72771	\$35.54174	\$37.48003	\$39.48460	\$41.70454				
2534	Coordinating Contract Assistant	SS	Hourly	\$29.07247	\$30.67945	\$32.28641	\$34.08390	\$35.95590				
2138	Coordinator of IT, Communication Systems	SS	Hourly	\$39.61713	\$41.78738	\$44.09843	\$46.54200	\$49.05185				
1990	Cost Recovery Claims Processing Supervisor	SS	Hourly	\$36.65997	\$38.62314	\$40.79335	\$43.02986	\$45.38232				
2236	Credentials and Contract Supervisor	SS	Hourly	\$33.88646	\$35.69246	\$37.59779	\$39.60792	\$41.72861				
1301	Customer Services Center Supervisor	SS	Hourly	\$23.26101	\$24.51852	\$25.83349	\$27.27063	\$28.75088				
1073	Database Specialist	SS	Monthly			\$9,516.99	\$10,029.90	\$10,575.94				
4881	Design Network Engineer	SS	Hourly	\$57.50002	\$60.69114	\$63.94898	\$67.40685	\$71.09335				
4600	Disability Support Services Program Assistant	SS	Hourly	\$25.30357	\$26.67032	\$28.13645	\$29.65230	\$31.22614				

* Salary listed in dispute and subject to change

APPENDIX J
UNIT S SALARY RATES
EFFECTIVE JULY 1, 2021

Class Code	Class Title	Unit	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Hourly
4624	Display and Graphic Designer	SS	Hourly	\$34.08390	\$35.95590	\$37.94391	\$40.00646	\$42.21811				
5739	Driver Trainer (Truck)	SS	Hourly	\$35.16072	\$37.07417	\$39.11187	\$41.24896	\$43.51858				
5734	Driver-Trainer (Bus-Truck)	SS	Hourly	\$35.16072	\$37.07417	\$39.11187	\$41.24896	\$43.51858				
3126	Electrical Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
3522	Electronics Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
5034	Employment Services Manager	SS	Hourly	\$40.95905	\$43.20384	\$45.62256	\$48.15725	\$50.74165				
1778	Environmental Assessment Coordinator	SS	Hourly	\$40.43720	\$42.69027	\$45.01786	\$47.52773	\$50.12868				
1801	Environmental Health Supervisor	SS	Hourly	\$45.04087	\$47.54870	\$50.14989	\$52.93077	\$55.85536				
2143	Escrow and Title Supervisor	SS	Hourly	\$49.59856	\$52.32376	\$55.18979	\$58.10551	\$61.26974				
1998	Ethics Adviser	SS	Hourly	\$39.77454	\$41.97788	\$44.25580	\$46.71595	\$49.29205				
1963	Facilities Cost Analyst	SS	Hourly	\$38.90478	\$41.10813	\$43.36121	\$45.73024	\$48.29806				
1435	Facilities Partnership and Development Coordinator	SS	Hourly	\$47.51115	\$50.14526	\$52.82904	\$55.71162	\$58.70190				
1813	Facilities Services Coordinator	SS	Hourly	\$38.26696	\$40.38750	\$42.59086	\$44.94334	\$47.42003				
3251	Floor Covering Supervisor	SS	Hourly					\$45.05099				
3128	Floor Covering Technical Supervisor	SS	Hourly	\$47.53431	\$50.17148	\$52.85173	\$55.74038	\$58.72247				
4330	Food Production Supervisor	SS	Hourly	\$23.09194	\$24.35099	\$25.70944	\$27.07619	\$28.51750				
3121	Food Service Equipment Specialist	SS	Hourly	\$45.73024	\$48.29806	\$50.99014	\$53.78162	\$56.64766				
4291	Food Service Manager I	SS	Hourly	\$20.80573	\$21.91568	\$23.09194	\$24.35099	\$25.70944				
4292	Food Service Manager II	SS	Hourly	\$21.91568	\$23.09194	\$24.35099	\$25.70944	\$27.07619				
4293	Food Service Manager III	SS	Hourly	\$23.09194	\$24.35099	\$25.70944	\$27.07619	\$28.51750				
4296	Food Service Manager IV	SS	Hourly	\$24.35099	\$25.70944	\$27.07619	\$28.51750	\$30.06649				
4297	Food Service Manager V	SS	Hourly	\$25.70944	\$27.07619	\$28.51750	\$30.06649	\$31.70658				
4294	Food Service Manager VI	SS	Hourly	\$27.07619	\$28.51750	\$30.06649	\$31.70658	\$33.44607				
4295	Food Service Manager VII	SS	Hourly	\$28.51750	\$30.06649	\$31.70658	\$33.44607	\$35.26010				
4312	Food Service Training Specialist	SS	Hourly	\$29.00621	\$30.58004	\$32.22844	\$34.00106	\$35.83167				
1071	Food Services Cost Analyst	SS	Hourly	\$38.90478	\$41.10813	\$43.36121	\$45.73024	\$48.29806				
5756	Garage Supervisor	SS	Hourly	\$42.86419	\$45.22495	\$47.72651	\$50.38545	\$53.06097				
3266	Glazing Supervisor	SS	Hourly					\$48.59487				
3051	Graphic Arts Machinist Supervisor	SS	Hourly	\$41.72111	\$44.03215	\$46.45089	\$49.02699	\$51.72735				
3256	Hardware Supervisor	SS	Hourly					\$49.60739				
5201	Head Stock Clerk	SS	Hourly	\$28.52108	\$29.76587	\$31.06706	\$32.42721	\$33.84900				
3137	Heating and Air Conditioning Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
3132	HVAC Technical Supervisor (High-Rise)	SS	Hourly	\$47.51115	\$50.14526	\$52.82904	\$55.71162	\$58.70190				
3134	HVAC Test and Inspection Supervisor	SS	Hourly					\$55.71162				
1782	Industrial Hygienist	SS	Hourly	\$40.43720	\$42.69027	\$45.01762	\$47.52773	\$50.12868				
4620	Instructional Media Technician-Adviser	SS	Hourly	\$37.15699	\$39.22783	\$41.37321	\$43.65110	\$46.08642				
4156	Integrated Pest Management Program Coordinator	SS	Hourly	\$38.26696	\$40.38750	\$42.59086	\$44.94334	\$47.42003				
1456	Interior Designer	SS	Hourly	\$40.08101	\$42.29267	\$44.59542	\$47.08869	\$49.67309				
1151	Intermediate Accountant	SS	Hourly	\$29.85939	\$31.50777	\$33.24726	\$35.01990	\$36.94992				
3860	IT Customer Support Supervisor	SS	Hourly	\$31.08645	\$32.83743	\$34.59709	\$36.53100	\$38.47361				
3031	IT Electronics Communications Supervisor	SS	Hourly	\$40.60286	\$42.83935	\$45.23322	\$47.70165	\$50.32749				
3543	IT Field Services Supervisor	SS	Hourly	\$36.34524	\$38.34151	\$40.47860	\$42.69027	\$45.06755				
4880	IT Infrastructure Project Network Engineer	SS	Hourly	\$40.80993	\$43.05471	\$45.42374	\$47.93360	\$50.58424				
1193	IT Project Manager	SS	Monthly	\$8,117.46	\$8,573.37	\$9,053.15	\$9,548.81	\$10,057.74				
2211	IT Support Technician Supervisor	SS	Hourly	\$36.34524	\$38.34151	\$40.47860	\$42.69027	\$45.06755				
4812	IT Training Project Manager	SS	Hourly	\$46.63313	\$49.25065	\$52.00898	\$54.85018	\$57.77419				
4863	IT Training Supervisor	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
2052	Labor Compliance Officer	SS	Hourly	\$36.73879	\$38.76644	\$40.82022	\$43.13506	\$45.50213				
1465	Landscape Architect	SS	Monthly			\$7,648.22	\$8,064.40	\$8,504.88				
4115	Landscape Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
4116	Landscaping Supervisor	SS	Hourly	\$38.55688	\$40.69396	\$42.92218	\$45.29121	\$47.78449				
5135	Logistics Supervisor	SS	Hourly	\$35.47560	\$37.40520	\$39.44333	\$41.65478	\$43.90806				
3056	Machinist Supervisor	SS	Hourly					\$46.78223				
2214	Mail Operations Supervisor	SS	Hourly	\$35.32638	\$37.25639	\$39.31894	\$41.47260	\$43.76710				
3158	Maintenance Materiel Coordinator	SS	Hourly	\$34.08390	\$35.95590	\$37.94391	\$40.00646	\$42.21811				
3020	Maintenance Planner	SS	Hourly	\$47.51115	\$50.14526	\$52.82904	\$55.71162	\$58.70190				
2183	Marketing Representative	SS	Hourly	\$35.16072	\$37.07417	\$39.11187	\$41.24896	\$43.51858				
1959	Masterplan Coordinator	SS	Hourly	\$47.51115	\$50.14526	\$52.82904	\$55.71162	\$58.70190				
2596	Meal Compliance Audit Supervisor	SS	Hourly	\$27.91049	\$29.39021	\$31.03079	\$32.71158	\$34.53713				
1757	Mechanical Engineer	SS	Hourly	\$46.74909	\$49.28379	\$52.01726	\$54.84190	\$57.75761				
2385	Medical Administrative Assistant	SS	Hourly	\$31.97164	\$33.69458	\$35.57487	\$37.52974	\$39.60886				
3140	Metal Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
2561	Microfilm Supervisor	SS	Hourly	\$23.74629	\$25.00536	\$26.39697	\$27.82169	\$29.29611				
4844	Mobile Device Management Specialist	SS	Monthly			\$9,516.99	\$10,029.90	\$10,575.94				
3081	Musical Instrument Repair Supervisor	SS	Hourly					\$46.35148				

APPENDIX J
UNIT S SALARY RATES
EFFECTIVE JULY 1, 2021

Class Code	Class Title	Unit	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Hourly
3588	Network Operations Supervisor	SS	Hourly	\$42.86419	\$45.22495	\$47.72651	\$50.38545	\$53.06097				
4317	Nutrition Specialist	SS	Hourly	\$37.38895	\$39.44320	\$41.60514	\$43.89964	\$46.31006				
5387	Operations Compliance Manager (LA's BEST)	SS	Hourly	\$47.81763	\$50.38545	\$53.09411	\$55.96841	\$58.99182	\$60.68164	\$62.35487		
4009	Operations Training Specialist	SS	Monthly	\$8,068.42	\$8,513.74	\$8,981.57	\$9,467.97	\$9,971.62				
4591	Outdoor Education Center Manager	SS	Monthly	\$5,596.69	\$5,896.19	\$6,218.26	\$6,558.86	\$6,920.69				
5307	Outdoor Education Programs Coordinator	SS	Hourly	\$25.98280	\$27.40751	\$28.86538	\$30.46407	\$32.15389				
5370	Out-of-School Program Coordinator	SS	Hourly	\$26.25613	\$27.68088	\$29.18846	\$30.77055	\$32.42721				
5305	Out-of-School Regional Director	SS	Hourly	\$35.32638	\$37.24890	\$39.31894	\$41.47260	\$43.76710				
5303	Out-of-School Senior Director	SS	Hourly	\$37.38895	\$39.44571	\$41.60514	\$43.89964	\$46.31006				
3147	Painting Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
3114	Paving Supervisor	SS	Hourly					\$53.13552				
1338	Payroll Distribution Supervisor	SS	Hourly	\$23.74629	\$25.00536	\$26.39697	\$27.82169	\$29.29611				
4054	Plant Manager I	SS	Hourly	\$20.55724	\$21.67548	\$22.78542	\$24.05280	\$25.36155				
4047	Plant Manager II	SS	Hourly	\$24.05280	\$25.36155	\$26.73658	\$28.16959	\$29.69373				
4037	Plant Manager III	SS	Hourly	\$26.73658	\$28.16959	\$29.69373	\$31.35867	\$32.99876				
4021	Plant Manager IV	SS	Hourly	\$29.69373	\$31.35867	\$32.99876	\$34.82936	\$36.75110				
3152	Plumbing Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
1121	Principal Accountant	SS	Hourly	\$38.90478	\$41.10813	\$43.36121	\$45.73024	\$48.29806				
5101	Principal Administrative Analyst	SS	Monthly	\$7,698.65	\$8,117.46	\$8,573.37	\$9,053.15	\$9,548.81				
2716	Principal Assignment Technician	SS	Hourly	\$27.78028	\$29.28785	\$30.84509	\$32.56805	\$34.35724				
1220	Principal Auditor, Inspector General's Office	SS	Hourly	\$46.96787	\$49.56248	\$52.30325	\$55.19907	\$58.25839				
2551	Principal Clerk	SS	Hourly	\$25.00536	\$26.39697	\$27.82169	\$29.29611	\$30.89480				
1116	Principal Financial Analyst	SS	Monthly	\$7,698.65	\$8,117.46	\$8,573.37	\$9,053.15	\$9,548.81				
2251	Principal Personnel Clerk	SS	Hourly	\$26.39697	\$27.82169	\$29.29611	\$30.89480	\$32.61774				
2141	Principal Realty Agent	SS	Monthly	\$8,634.33	\$9,108.80	\$9,607.13	\$10,114.74	\$10,666.07				
5288	Principal Stock Clerk	SS	Hourly	\$24.90596	\$26.25613	\$27.68088	\$29.18846	\$30.77055				
1425	Program and Project Controls Manager	SS	Monthly	\$10,466.65	\$11,031.86	\$11,630.92	\$12,253.82	\$12,925.77				
5090	Program Evaluation and Research Coordinator	SS	Monthly	\$8,061.78	\$8,524.33	\$8,969.64	\$9,453.38	\$9,968.94				
1381	Quality Control and Assurance Audit Specialist	SS	Hourly	\$46.96787	\$49.56248	\$52.30325	\$55.19907	\$58.25842				
3523	Radio Communications Supervisor	SS	Hourly					\$48.41456				
5211	Receiving Inspector	SS	Hourly	\$26.25613	\$27.68088	\$29.18846	\$30.77055	\$32.42721				
2198	Records Manager	SS	Monthly	\$8,767.67	\$9,244.80	\$9,763.25	\$10,307.18	\$10,873.37				
3226	Refrigeration Supervisor	SS	Hourly					\$56.96241				
1663	Relocatable Housing Manufacturing Inspector	SS	Hourly					\$61.46026				
2318	Relocation Services Supervisor	SS	Hourly	\$39.26746	\$41.43073	\$43.70164	\$46.11493	\$48.64973				
4759	Reprographic Services Coordinator	SS	Hourly	\$28.89853	\$30.48892	\$32.15389	\$33.92652	\$35.79024				
1048	Retirement Systems Supervisor	SS	Hourly	\$41.90311	\$44.22290	\$46.63313	\$49.25051	\$52.00920				
3280	Roofing Inspection Supervisor	SS	Hourly					\$49.91330				
3281	Roofing Supervisor	SS	Hourly					\$49.91330				
3482	Roofing Technical Supervisor	SS	Monthly	\$8,271.21	\$8,729.76	\$9,196.28	\$9,698.59	\$10,218.13				
4889	SAP Workflow Analyst	SS	Hourly	\$47.17981	\$49.80562	\$52.57225	\$55.47142	\$58.47000				
2500	School Administrative Assistant	SS	Hourly	\$22.51208	\$23.74629	\$25.00536	\$26.39697	\$27.82169	\$29.29611	\$30.89480		
1100	Senior Accounting Analyst	SS	Hourly	\$38.90478	\$41.10813	\$43.36121	\$45.73024	\$48.29806				
5070	Senior Administrative Analyst	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
2062	Senior Administrative Assistant	SS	Hourly	\$35.01990	\$36.94992	\$38.90478	\$41.10813	\$43.36121				
2544	Senior Budget Technician	SS	Hourly	\$24.90596	\$26.30584	\$27.71402	\$29.19672	\$30.82024				
1472	Senior Building Project Estimator	SS	Hourly	\$44.36349	\$46.82364	\$49.42458	\$52.13325	\$55.03241				
5721	Senior Bus Dispatcher	SS	Hourly	\$39.11187	\$41.24896	\$43.51858	\$45.93730	\$48.51342				
2192	Senior Community Outreach Organizer	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
2615	Senior Early Childhood Education Division Fiscal Technician	SS	Hourly	\$23.33246	\$24.55812	\$25.92472	\$27.32496	\$28.82421				
1665	Senior Electrical Inspector	SS	Hourly					\$50.21150				
5033	Senior Employment Services Manager	SS	Monthly	\$7,890.75	\$8,324.27	\$8,791.43	\$9,281.28	\$9,780.15				
1773	Senior Energy Specialist	SS	Hourly	\$40.59292	\$42.82768	\$45.18465	\$47.67801	\$50.31519				
1114	Senior Financial Analyst	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
1128	Senior Fiscal Specialist	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
4321	Senior Food Service Training Specialist	SS	Hourly	\$32.22844	\$34.00106	\$35.83167	\$37.80309	\$39.89051				
4174	Senior Gardener	SS	Hourly	\$23.61375	\$24.90596	\$26.25613	\$27.68088	\$29.18846				
5906	Senior Grant and Funding Specialist	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
4998	Senior Human Resources Specialist	SS	Hourly	\$45.73024	\$48.29806	\$50.99014	\$53.78162	\$56.64766				
1365	Senior Labor Compliance Officer	SS	Hourly	\$40.81656	\$43.12788	\$45.49453	\$47.98724	\$50.68867				
2182	Senior Marketing Representative	SS	Hourly	\$41.10813	\$43.36121	\$45.73024	\$48.29806	\$50.99014				
2383	Senior Medical Administrative Assistant	SS	Hourly	\$40.95905	\$43.21209	\$45.53143	\$48.09926	\$50.74165				
4309	Senior Nutrition Specialist	SS	Hourly	\$41.60514	\$43.89964	\$46.31006	\$48.88617	\$51.52855				
1686	Senior Painting Inspector	SS	Hourly					\$45.56457				
4143	Senior Pest Management Technician	SS	Hourly	\$28.71630	\$30.24042	\$31.93021	\$33.66144	\$35.54174				

APPENDIX J
UNIT S SALARY RATES
EFFECTIVE JULY 1, 2021

Class Code	Class Title	Unit	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Hourly
5779	Senior Power Equipment Mechanic	SS	Hourly	\$32.80824	\$34.61402	\$36.49433	\$38.49060	\$40.59458				
5198	Senior Procurement Customer Services Supervisor	SS	Hourly	\$35.16072	\$36.94992	\$38.90478	\$41.10813	\$43.36121				
3809	Senior Programmer Analyst (COBOL)	SS	Hourly	\$47.17981	\$49.80562	\$52.57225	\$55.47142	\$58.47000				
3810	Senior Programmer Analyst (Oracle)	SS	Hourly	\$47.17981	\$49.80562	\$52.57225	\$55.47142	\$58.47000				
4892	Senior Programmer Analyst (SAP)	SS	Hourly	\$51.79278	\$54.68120	\$57.72449	\$60.91356	\$64.21199				
3811	Senior Programmer Analyst (Visual Basic)	SS	Hourly	\$47.17981	\$49.80562	\$52.57225	\$55.47142	\$58.47000				
3807	Senior Programmer Analyst, JAVA	SS	Hourly	\$47.17981	\$49.80562	\$52.57225	\$55.47142	\$58.47000				
4436	Senior Radiologic Technologist	SS	Hourly	\$26.14844	\$27.54836	\$29.07247	\$30.67945	\$32.28641				
2144	Senior Realty Agent	SS	Hourly	\$43.80849	\$46.26866	\$48.72878	\$51.37946	\$54.16265				
5164	Senior Stores Supervisor	SS	Hourly	\$38.07645	\$40.13069	\$42.35892	\$44.71139	\$47.17152				
1806	Senior Sustainability Specialist	SS	Hourly	\$50.52141	\$53.30156	\$56.14265	\$59.21225	\$62.41131				
3336	Senior Tractor and Roller Operator	SS	Hourly					\$46.70287				
4131	Senior Tree Surgeon	SS	Hourly	\$29.18846	\$30.77055	\$32.42721	\$34.19985	\$36.11329				
4045	Senior Window/Wall Washer	SS	Hourly					\$26.85255				
1126	Special Education Fiscal Analyst	SS	Monthly	\$7,698.65	\$8,117.46	\$8,573.37	\$9,053.15	\$9,548.79				
4450	Special Education Resource Coordinator	SS	Hourly	\$32.10463	\$33.83896	\$35.72002	\$37.68736	\$39.76688				
5175	Stores Supervisor	SS	Hourly	\$34.19985	\$36.11329	\$38.07645	\$40.13069	\$42.35892				
4974	Strategic Data Analyst	SS	Monthly	\$7,698.65	\$8,117.46	\$8,573.37	\$9,053.15	\$9,548.79				
1836	Structural Engineer	SS	Hourly	\$55.88890	\$58.93054	\$62.21072	\$65.60027	\$69.09912				
2356	Student and Family Resources Coordinator	SS	Hourly	\$29.77653	\$31.41665	\$33.06504	\$34.91221	\$36.82567				
4736	Student Records and Data Supervisor	SS	Hourly	\$25.00536	\$26.39697	\$27.82169	\$29.29611	\$30.89480				
4369	Summer Food Service Supervisor	SS	Hourly					\$19.23354				
1434	Supervising Access Compliance Specialist	SS	Hourly	\$52.20619	\$55.09652	\$58.15016	\$61.30324	\$64.59861				
1129	Supervising Accountant	SS	Hourly	\$33.24726	\$35.01990	\$36.94992	\$38.90478	\$41.10813				
1316	Supervising Accounting Technician	SS	Hourly	\$23.33212	\$24.55806	\$25.92482	\$27.32469	\$28.82398				
1440	Supervising Architect	SS	Hourly	\$50.70021	\$53.51654	\$56.42399	\$59.44742	\$62.67789				
2720	Supervising Assignment Technician	SS	Hourly	\$26.30584	\$27.71402	\$29.19672	\$30.82024	\$32.50177				
5758	Supervising Automotive Body Mechanic	SS	Hourly	\$38.02675	\$40.21354	\$42.37550	\$44.74452	\$47.17981				
1631	Supervising Building/Construction Inspector	SS	Monthly	\$9,381.25	\$9,901.40	\$10,450.25	\$11,030.41	\$11,643.05				
1527	Supervising Civil Engineer	SS	Hourly	\$51.93446	\$54.80876	\$57.79905	\$60.88869	\$64.21034				
5648	Supervising Classified Training Representative	SS	Hourly	\$36.65997	\$38.62314	\$40.79335	\$43.02986	\$45.38232				
2576	Supervising Clerk	SS	Hourly	\$21.38554	\$22.51208	\$23.74629	\$25.00536	\$26.39697				
2575	Supervising Clerk (Non-Typing)	SS	Hourly	\$21.38554	\$22.51208	\$23.74629	\$25.00536	\$26.39697				
4818	Supervising Data Center Technician	SS	Hourly	\$33.24726	\$35.01990	\$36.94992	\$38.90478	\$41.10813				
1704	Supervising Electrical Engineer	SS	Hourly	\$51.93446	\$54.80876	\$57.79905	\$60.88869	\$64.21034				
1664	Supervising Electrical Inspector	SS	Hourly					\$53.32605				
1896	Supervising Facilities Cost Analyst	SS	Hourly	\$43.38476	\$45.71318	\$48.16965	\$50.76123	\$53.49535				
5214	Supervising Fleet-Parts Storekeeper	SS	Hourly	\$31.11845	\$32.81654	\$34.65544	\$36.50262	\$38.51545				
2773	Supervising Insurance Technician	SS	Hourly	\$22.53243	\$23.71879	\$24.97754	\$26.30584	\$27.71402	\$29.19672	\$30.82024	\$32.50177	
2367	Supervising Job Order Contracting Specialist	SS	Hourly	\$46.84848	\$49.65653	\$52.24091	\$55.09867	\$58.03922				
4110	Supervising Landscape Architect	SS	Hourly	\$58.40636	\$61.56095	\$64.88906	\$68.40020	\$72.10447				
3778	Supervising Maintenance Worker	SS	Hourly	\$30.15759	\$31.81425	\$33.57861	\$35.40922	\$37.35581				
1754	Supervising Mechanical Engineer	SS	Hourly	\$51.93446	\$54.80876	\$57.79905	\$60.88869	\$64.21034				
3261	Supervising Mill Carpenter	SS	Hourly									\$45.77165
1303	Supervising Payroll Technician	SS	Hourly	\$24.55806	\$25.92482	\$27.32469	\$28.82398	\$30.36467				
2261	Supervising Personnel Clerk	SS	Hourly	\$23.74629	\$25.00536	\$26.39697	\$27.82169	\$29.29611				
1675	Supervising Plumbing Inspector	SS	Hourly					\$51.52028				
4852	Supervising Police Dispatcher	SS	Hourly	\$27.85575	\$29.36255	\$31.01504	\$32.68209	\$34.44307				
5783	Supervising Power Equipment Mechanic	SS	Hourly	\$36.94992	\$38.90478	\$41.10813	\$43.36121	\$45.73024				
5144	Supervising Purchasing Services Coordinator	SS	Monthly	\$7,722.50	\$8,150.59	\$8,603.85	\$9,075.68	\$9,579.32				
4560	Supervising Special Education Assistant	SS	Hourly	\$25.30357	\$26.67032	\$28.13645	\$29.65230	\$31.22614				
5395	Supervising Staff Development Coordinator (LA's BEST)	SS	Hourly	\$46.84848	\$49.65653	\$52.24091	\$55.09867	\$58.03922				
5300	Supervising Stock Clerk (Music)	SS	Hourly	\$28.52108	\$29.76587	\$31.06706	\$32.42721	\$33.84900				
1832	Supervising Structural Engineer	SS	Hourly	\$62.11134	\$65.56051	\$69.14884	\$72.85643	\$76.84240				
1584	Supervisor, Plots Plans and Allotments	SS	Hourly	\$29.93394	\$31.73142	\$33.43779	\$35.29325	\$37.25639				
1864	Survey Party Chief *	SS	Hourly	\$45.69909	\$48.22405	\$50.96726	\$53.79190	\$56.70761				
3155	Swimming Pool Technical Supervisor	SS	Hourly	\$46.37633	\$48.94415	\$51.56997	\$54.37801	\$57.29374				
1053	Telecommunications Billing Supervisor	SS	Hourly	\$39.31066	\$41.46433	\$43.75880	\$46.16096	\$48.70394				
2952	Test Services Coordinator	SS	Hourly	\$31.97164	\$33.69458	\$35.56660	\$37.52974	\$39.61713				
5099	Testing Operations Manager	SS	Hourly	\$40.95905	\$43.21209	\$45.53143	\$48.09926	\$50.74165				
1120	Transportation Cost Analyst	SS	Hourly	\$34.64715	\$36.51917	\$38.49060	\$40.64427	\$42.89732				
5741	Transportation Inspector	SS	Hourly	\$33.32182	\$35.16072	\$37.07417	\$39.11187	\$41.24896				
5708	Transportation Planner	SS	Hourly	\$39.46803	\$41.65483	\$43.90790	\$46.35148	\$48.92759				
5728	Transportation Routing Center Supervisor	SS	Hourly	\$39.46803	\$41.65483	\$43.90790	\$46.35148	\$48.92759				
4127	Tree Maintenance Supervisor	SS	Hourly	\$32.42721	\$34.19985	\$36.11329	\$38.07645	\$40.13069				

* Salary listed in dispute and subject to change

APPENDIX J
UNIT S SALARY RATES
EFFECTIVE JULY 1, 2021

Class Code	Class Title	Unit	Hourly / Monthly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Hourly
5736	Truck Dispatcher	SS	Hourly	\$35.47547	\$37.40550	\$39.44320	\$41.65483	\$43.90790				
1180	Web Architect	SS	Monthly	\$9,240.02	\$9,741.00	\$10,260.51	\$10,815.84	\$11,402.96				
2047	Workers' Compensation Claims Processing Supervisor	SS	Hourly	\$36.65997	\$38.62314	\$40.79335	\$43.02986	\$45.38232				

APPENDIX K

RESPECTFUL TREATMENT ADDENDUM

1.0 The Union and the District agree to establish a joint Committee to address respectful treatment and bullying concerns of unit members. The Committee shall be advisory in nature and will be comprised of three (3) members appointed by the Union and three (3) members appointed by the District. The Committee shall meet on a quarterly basis and will be tasked with:

- a. Providing advice to the Superintendent regarding BUL 5798.0 Workplace Violence, Bullying and Threats (Adult to Adult).
- b. Providing advice to the Superintendent regarding recommended training for District staff in the above area.

2.0 All employees, both Classified and Certificated are valuable partners in the school district. The parties' agree that both Classified and Certificated employees are to be treated with the same level of respect and consideration. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section will not be grievable through the grievance procedures of this collective bargaining agreement.

APPENDIX L

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

I. PURPOSE

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

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

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

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

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

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

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

III. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

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

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

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

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

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

V. DISPUTE RESOLUTION PROCEDURES

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

- d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover "reserve fund" balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to ten (10) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined per participant contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the District's contribution obligation plus carryover "reserve fund" balances if any, which shall be binding on the parties.
3. Expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause:
 - a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
 - b. Such issue shall immediately be submitted to expedited binding arbitration, before a panel, selected per section 2.a and with the arbitration occurring within the time limit of section 2.b. above.
 - c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to renegotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.
 4. Procedure If District Asserts HBC Proposed Action is Illegal:
 - a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a brief summary of legal authorities and reasoning for this assertion.
 - b. The HBC may respond to the District in writing within five (5) work days with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.
 5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present of future Plan participants:
 - a. If the District makes the assertion stated in section 5 immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted to mediation immediately.

- b. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
 - c. The mediation shall be held as soon as possible, but in no event later than ten (10) work days following selection of the mediator.
 - d. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendation within three (3) workdays following the mediation.
 - e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not), shall be implemented.
6. Costs: If the time lines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.
7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District, consistent with an arbitration panel finding (as provided for in V, 2, d), may implement plan design changes and/or premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level. Upon request, the District will consult with the unions before implementing any such measures to discuss any possible cost savings alternatives. Such consultation shall be completed within thirty (30) calendar days of notice from the District.

VI. WITHDRAWAL FROM HBC

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

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

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

VIII. IMPACTS OF LEGISLATION

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

IX. TERM OF AGREEMENT

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

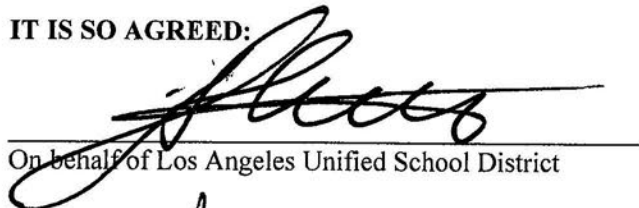
X. EXPIRATION OF AGREEMENT

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

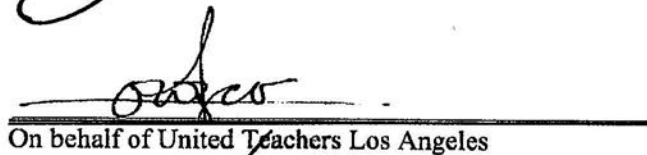
XI. ENTIRE AGREEMENT

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

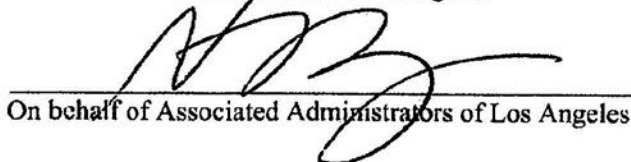
IT IS SO AGREED:


On behalf of Los Angeles Unified School District

8/30/22
Date


On behalf of United Teachers Los Angeles

6/27/2022
Date


On behalf of Associated Administrators of Los Angeles

6/22/2022
Date


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

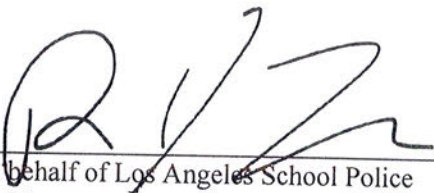
7/7/2022
Date


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

6/28/2022
Date


On behalf of Los Angeles School Police Association

6/28/2022
Date


On behalf of Los Angeles School Police
Management Association

6/28/22
Date

Pamela Stevenson
On behalf of SEIU, Local 99

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

Adriana Salazar Avila
On behalf of Teamsters, Local 572

6/28/22
Date

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

Date

By: 
Kelly Gonez, Board President