

ARTICLE XII-A

ATTENDANCE INCENTIVE PLAN

~~1.0 General: This Attendance Incentive Plan is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. It is understood that any absences for illness or personal necessity, including those beyond the control of the employee, will adversely affect an employee's entitlements under this Plan. This Attendance Incentive Plan provides incentive payments which are intended to reduce employees' use of illness and personal necessity leave; however the Plan's incentive payments for annual unused illness leave do not reduce or otherwise affect the employee's accumulations of unused illness days or retirement service credit for unused illness days and have no impact upon vacation benefits. While this Plan is described in terms of "days", in its implementation and computation of payments the District will utilize the current payroll system of accounting for illness accrual and absence by "hours."~~

~~2.0 Eligibility: Any active district employee who earns illness leave benefits during the school year (from July 1 through June 30) and is paid for at least 400 hours during the school year, shall participate in the Plan. No employee shall be permitted to participate in both this plan and the Substitute Pay Pool Reserve Program.~~

~~3.0 Computation of Annual Incentive Payments: The maximum possible number of days subject to the Plan's annual incentive payments shall be equal to the number of illness days (hours) actually earned by the employee during the school year or ten (10) days, whichever is less. This maximum of ten days per year is applicable to all assignment bases, including bases which earn more than ten days annually. Each hour of illness or personal necessity used at any time during that year, whether for illness or personal necessity, shall be subtracted from the above-stated maximum number of days (hours), and for each resulting unused hour of illness leave the employee will receive a payment which varies according to (1) the employee's career accrued full time equivalent illness days as of the close of the applicable school year and (2) the net balance remaining in the day to day substitute accounts as of the close of the school year pursuant to Section 9.0 below. The funds remaining in the substitute accounts for each of the following school years: 2004-05 and 2005-06 shall be allocated as an incentive payment subject to negotiations which shall commence with in ten working days from the date the substitute account balance for the above year is determined. The following charts display examples* of estimated incentive payments which would be made if use of illness leave by all employees is reduced by 10%, 20%, or 50% for any school year:~~

~~* These examples are based upon projections limited to employees on the Preparation Salary Schedule; actual results would vary from this because of payments to employees on the other salary schedules (Adult Education, Special Services, Children's Centers)~~

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~~Career Accrual as of _____ Payment for any Incentive Day _____ Annual
Close of School Year _____ for Current Year _____ Maximum
Illness leave use reduced 10% for all employees:~~

Less than 50 days: _____	\$25 _____	\$250 _____
50 to 99 days: _____	30 _____	300 _____
100 to 149 days: _____	40 _____	400 _____
150 + days: _____	50 _____	500 _____

~~Illness leave use reduced 20% for all employees:~~

Less than 50 days: _____	\$40 _____	\$400 _____
50 to 99 days: _____	60 _____	600 _____
100 to 149 days: _____	70 _____	700 _____
150 + days: _____	80 _____	800 _____

~~Illness leave use reduced 50% for all employees:~~

Less than 50 days: _____	\$ 80 _____	\$ 800 _____
50 to 99 days: _____	100 _____	1,000 _____
100 to 149 days: _____	130 _____	1,300 _____
150 + days: _____	150 _____	1,500 _____

~~Those employees whose full time assignment is less than six hours per day shall receive a pro-rata portion of the above incentive payments.~~

~~The above schedule is applicable to employees whose regular pay period rate of pay is at least equal to the rate set forth at schedule 20, Step 1 of the Preparation Salary Table. Those whose regular rate is lower will have a lesser proportionate payment formula.~~

~~_____ 4.0 Annual Cash Payment to Employee: Half of the annual incentive payment resulting from the above calculations shall be paid to the employee as a cash payment (subject to legally required deductions) following the end of the school year that the payment relates to.~~

~~_____ 5.0 Annual Payment to Attendance Incentive Reserve Fund: Half of the annual incentive payment will be placed in an account established for the employee in the Attendance Incentive Reserve Fund ("the Reserve Fund"). Each employee's account will be credited with a pro-rata share of net annual earnings from the investments in the Reserve Fund, less administrative costs. Each employee will receive an annual statement showing the status of his or her account, including accumulated incentive payments and accumulated annual earnings. All incentive payments and accumulated net earnings will be retained in the Reserve Fund and reinvested pending final distribution and deductions as provided in Section 6.0 and 7.0 below.~~

~~6.0 — Eventual Distribution of Reserve Fund Payments and Earnings: Following retirement or separation from District employment, the employee's accumulated share of the Reserve Fund shall be distributed to the employee, subject to legally required deductions and the deduction provisions of Section 7.0 below.~~

~~7.0 — Deductions from Employee's Reserve Fund Account: Prior to distribution of an employee's accumulated share of the Reserve Fund following retirement or separation from District employment, the District Reserve Fund shall deduct from the employee's account balance an amount calculated as follows: For each of the employee's final three years of active District employment (including paid leaves but excluding unpaid leaves) there shall be a deduction made for each day utilized that year for illness and personal necessity in excess of the employee's individual annual maximum as described in 3.0 above. The amount deducted for each such day shall be based on the number of career illness days accrued by each employee at the close of each of the final three years pursuant to 3.0 above. This deduction is intended to provide a strong incentive for employees to maintain a high level of attendance throughout their final years of employment. Any such deductions will be returned to the District.~~

~~7.1 — Attendance Incentive Plan Penalty Clause: All participants who have a separation date of July 1, 1997 and thereafter, may be subject to AIP penalty. Before the attendance incentive reserve fund portion is distributed, the penalty amount will be deducted from the employee's balance for each illness day used more than the employee's actual illness days earned or more than the 10 allowable illness days earnings under the plan in each of the employee's final three years of active District employment. It is further agreed that the penalty rate will be equal to the rate paid to the maximum incentive of ten days from the prior school year the illness day(s) was overused, corresponding to the career illness days balance accrued by the employee at the close of each of the final three years.~~

~~8.0 — Fund Administration: The Plan and Fund, as it applies to all District employees, shall be administered by the District Controller, and audited annually by the District's contract auditors. An Investment Advisory Committee shall offer advice and recommendations to the Controller regarding Fund investments, which are limited by Code to interest bearing non-equity investments. The assets of the Fund shall be subject to the customary controls and procedures of the Los Angeles County Treasurer's office. UTLA shall have representation on the Advisory Committee, which will meet with the Controller's designated representative on a regular periodic basis.~~

~~8.1 — Claimed errors in payments, or in other Plan or Fund records, shall be handled pursuant to the usual payroll error resolution provisions of this Agreement (see Article XIV, Section 30.0).~~

~~8.2~~ The parties agree that a goal of this Plan is to avoid an employee's being taxed on any incentive payments or its earnings until he or she receives the payment. The parties agree that the Plan is subject to modification to achieve this goal, and that, if necessary, the District may substitute for Section 5.0's requirement of placing funds in an investment pool, a requirement that deferred incentive payments be subject to a growth factor without a requirement that the payments be set aside for the employee in any particular manner.

~~9.0~~ Contingency: The above plan shall be implemented for the 2000-01, 2001-02, and 2002-03 school years. It is the parties' intent that this plan also be operative for the subsequent year. This plan shall be funded from within funds currently budgeted for day-to-day substitute/replacement services in the following major appropriations: 0538, 0875, 1024, 1040, 1151, 1517, 2001, 2002, 2005, 2082 and 7716. Provided, that such fund total does not reflect any applicable legal limitations upon use of categorical or restricted funds (such as categorical prohibitions on expenditures outside of a designated program, or the lack of authority to use state integration funds for incentive payments). The ending balances in the above referenced accounts for each of the following school years: 1995-96, 1996-97 and 1997-98 shall be used to fund the incentive payments described in Section 3.0 above.

~~9.1~~ No employee shall have a vested right to continuance of the Plan in the above form or at all. Any vesting shall be limited to previously accumulated incentive payments and previously accumulated investment income, and is also limited by the Plan's provisions (such as Section 7.0) as they may be revised from time to time. If the Plan is discontinued, the District may either distribute the Reserve Fund assets to participating employees at the time of discontinuance (in which case the distribution amounts shall be calculated as though all participants had retired at the time), or the District may retain the Reserve Fund assets for subsequent distribution upon the employees' actual separation pursuant to the Plan's regular requirements.

~~10.0~~ Reciprocal Coverage: Employees may voluntarily participate in a reciprocal coverage arrangement with one another. However, such days will be counted as absences for the purpose of computing Attendance Incentive Plan payment incentives. Reciprocal coverage is subject to the following conditions:

a. In order to meet the need for continuity and familiarity: (1) in multi-track schools both participants must be from the same school unless no such person is available; (2) in single track schools, one of the participants may be from another school; (3) in elementary and special education programs both participants must have the appropriate credential; and (4) in secondary programs both participants must have the appropriate secondary subject matter experience unless no such person is available.

b. Coverage must be performed while the covering teacher is either off track or during preparation period so that it does not result in

~~classes being combined, or otherwise interfere with regular duties of the person performing the coverage.~~

~~c. The following provisions apply to single track elementary schools:~~

- ~~(1) The faculty of each school shall develop a list of employees available to substitute including employees from other sites.~~
- ~~(2) A reasonable effort shall be made to arrange reciprocal coverage with individuals from the above list. If this Incentive Plan attempt to arrange coverage is not successful the teacher requesting such coverage may have their class divided for assignment according to the following plan.~~
- ~~(3) Each school faculty shall develop a plan to share both reciprocal and non-reciprocal coverage taking into consideration such factors as grade level, safety, available space and work stations. The absent teacher's students will be assigned to other classrooms with no teacher receiving any more than ten children. After all reciprocal coverage is provided for, and if replacement service is also needed, then the provisions of Article XIV, Section 28.0 shall apply but only as to replacement service and not as to reciprocal coverage of students. A plan showing the proposed division of children as determined by the regular teacher shall be placed in the substitute folder.~~
- ~~(4) In emergency situations the 10 student limitations may be exceeded.~~

~~d. The coverage must be reported to the school in advance so that the school is aware of the nature and duration of the absence and of the coverage arrangement. However, the school and District have no responsibility either to enforce the reciprocal service or to keep track of the service obligations of the employees.~~

~~e. It is agreed that reciprocal coverage is not intended to cause or result in any increased absenteeism. Accordingly, any absence covered by reciprocal service, including the later absence of the teacher who performed the initial coverage service, must be justified by actual illness/personal necessity (as opposed to a desire to receive reciprocal~~

~~days owed). As such, no reciprocal arrangement shall include an advance schedule or deadline for performing the reciprocal service.~~

~~_____ f. _____ Because reciprocal coverage is intended to deal with occasional short duration absences, and because it is not desirable for employees to owe one another large amounts of reciprocal service time, it is agreed that reciprocal service shall not exceed ten days per year for any employee.~~

~~_____ g. _____ There are no payroll or time reporting consequences to the arrangement; the absent employee remains in paid status and the covering employee is not paid for the coverage service.~~