

2018 – 2021

COLLECTIVE BARGAINING AGREEMENT

UNIT J
(CLASSIFIED MANAGERS)

LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

ASSOCIATED ADMINISTRATORS OF LOS ANGELES

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AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of March, 2019 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 Associated Administrators of Los Angeles, which together with its officers and representatives will be referred to in this Agreement as “AALA” or “the Union”.

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the parties’ recognition agreement dated August 12, 2011, the District acknowledges that it has recognized the Union as the exclusive representative of classified management personnel in a bargaining unit comprised of all regular employees in probationary and permanent status, including part-time employees, employed in the following classes:

4828	Applications Server Administrator	1184	Database Administrator
4829	Applications Server Specialist	1640	Deputy Chief Building/Construction Inspector
1890	Area Facilities Services Director	4805	Deputy Director of Data Center Operations
2360	Assistant Contract Administration Manager	<u>4811</u>	<u>Deputy Director of eLearning</u>
1410	Assistant Director, Design Standards and Technical Specifications	4806	Deputy Director of IT, Customer Support
5170	Assistant Stores Operations Manager	1995	Deputy Director of IT, Infrastructure Project Management
5716	Assistant Truck Operations Manager	1407	Design and Technical Specification Coordinator
<u>1203</u>	<u>Associate Strategic Planning Systems Engineer</u>	1948	Director of Community Outreach
1630	Chief Building/Construction Inspector	<u>4834</u>	<u>Director of IT, Asset and Software Compliance</u>
1505	Chief Boundary Coordinator	1994	Director of IT, Infrastructure Project Management
<u>1660</u>	<u>Chief Electrical Inspector</u>	1201	Director if IT, Network Operations Network Operations
1934	Chief Estimator	<u>4804</u>	<u>Director of IT, Project Management</u>
1902	Complex Project Manager		
<u>1160</u>	<u>Computer Applications Administrator</u>		
1055	Computer Applications Administrator SAP		
4832	Computer Applications Specialist		
<u>4320</u>	<u>Culinary and Events Manager</u>		

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1985	Director of Leasing & Asset Management	<u>1063</u>	<u>Manager of IT, Technical Support</u>
1952	Director of Master Planning & Demographics	1988	Medi-Cal Reimbursement and Cost Recovery Manager
5113	Director of Materiel Management and Purchasing*	<u>4888</u>	<u>MiSiS Manager</u>
1980	Director of Non-Academic Facilities Planning	<u>4843</u>	<u>Mobile Device Management Administrator</u>
2340	Director of Programming and Operations	4870	Network Operations Manager
<u>1512</u>	<u>Director of Property Management</u>	<u>3802</u>	<u>Open Data Officer</u>
<u>4878</u>	<u>Director, Student Information Systems</u>	4827	Operating Systems Administrator
2898	Director of Translations	1074	Operating Systems Specialist
<u>1577</u>	<u>District Property Administrator</u>	<u>1909</u>	<u>Operations Program Manager</u>
4871	E-Mail Administrator	<u>3800</u>	<u>Oracle Developer</u>
3013	Environmental Compliance Program Administrator	5107	Procurement Policy Officer
1793	Environmental Health Manager, Environmental Programs	<u>1430</u>	<u>Project Engineer</u>
1712	Environmental Health Manager, Safety and Industrial Hygiene	<u>1525</u>	<u>Property Manager</u>
<u>1969</u>	<u>Facilities Partnership and Development Manager</u>	<u>2200</u>	<u>Psychometrician</u>
1417	Facilities Project Manager I	2199	Purchasing Services Manager
1415	Facilities Project Manager II	<u>4290</u>	<u>Regional Food Services Manager</u>
1964	Facilities Support Services Financial Specialist	<u>5711</u>	<u>Regional Transportation Manager</u>
1115	Fiscal Services Manager	1620	Relocatable Housing Program Manager
5751	Fleet Maintenance Manager	4750	Reprographic Services Manager
4328	Food Production Manager	1628	Resident Construction Engineer
4310	Food Services Program Manager	<u>4890</u>	<u>SAP ABAP Developer</u>
<u>5904</u>	<u>Grants and Funding Program Manager</u>	4891	SAP Basis Administrator
1172	IT Infrastructure Project/Program Manager	4846	SAP Enterprise Portal Specialist
<u>4860</u>	<u>IT Warehouse Manager</u>	4836	SAP Functional Analyst (BN, BW, ESS, and Security)
<u>5110</u>	<u>Labor and Contract Compliance Administrator</u>	4837	SAP Functional Analyst (eRC, PR/OM)
<u>1240</u>	<u>Local District Support Coordinator</u>	4839	SAP Functional Analyst (FI/CO Budget)
<u>2202</u>	<u>Mail Operations Manager</u>	4838	SAP Functional Analyst (TM/PY)
1175	Manager of Customer Support Services	<u>4879</u>	<u>SAP Technical Test Coordinator</u>
1065	Manager of Data Center Operations	2028	School Business and Operations Manager
2108	Manager of <u>IT</u> , Communication <u>Systems</u>	2094	School Volunteer Program Director
		<u>4882</u>	<u>Senior Design Network Engineer</u>
		<u>1168</u>	<u>Senior Director, Information Systems</u>
		<u>1164</u>	<u>Senior Director, Information Technology</u>
		1413	Senior Facilities Project Manager
		4311	Senior Food Services Supervisor
		1173	Senior IT Infrastructure Project/Program Manager
		3021	Senior Maintenance Planner
		1087	Senior Systems Specialist

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4823	Senior Systems Specialist-FileNet	5717	Transportation Dispatch Manager
1202	Senior Technical Project Manager	5710	Transportation Services Manager
1956	Senior Technical Project Manager-Facilities	<u>1179</u>	<u>Technical Specialist</u>
3018	Site Assessment Program Administrator	1154	Treasury Manager*
2195	Small Business Manager	5713	Truck Operations Manager
<u>1153</u>	<u>Special Assistant to the Chief Academic Officer</u>		
1052	Systems and Programming Director		
1060	Systems and Programming Manager		
1075	Systems Science Specialist		
1054	System Standards Manager		
1190	Technical Project Manager		
1179	Technical Specialist		

*The individual in this classification will continue membership in Unit J until their promotion from the classification, separation, termination, or retirement from the District. Employees filling positions vacated by these incumbents will be assigned to the appropriate unit designation.

1.1 Excluded: All certificated employees (including but not limited to those in the AALA Certificated Supervisory Unit), and all classified employees in classifications other than those listed above.

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. When the Union contends that certain classifications should be accreted to the unit, it may submit a written request for determination of the classification to the Office of Labor Relations between November 1 and December 31 of each year. Decisions will be provided by March 1 the following year. 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, but 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

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employee has functioned in one of the foregoing classifications for the longest period of time based upon the date of regular assignment.

ARTICLE II

EFFECT OF AGREEMENT

1.0 Separability and Savings: 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.

1.1 In such event, the District and AALA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

2.0 Effect Upon Negotiations: 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.

3.0 Limited Reopeners: By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties except as expressly provided below. This Agreement completes negotiations between the District and AALA for the term hereof and embodies their entire agreement and understanding. However, there shall be negotiations during the term of this Agreement as follows:

- a. Limited reopener negotiations (per Article XXII) and negotiations for a successor agreement;
- b. Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement; and
- c. Any other subjects which AALA and the District may mutually agree to negotiate.

Article II – Effect of Agreement

4.0 Revisions to the Agreement: As a result of negotiations pursuant to Section 1.0 above, the District and AALA may change or supplement any provisions of this Agreement by mutual written agreement; accordingly, no employee shall be deemed to have a vested right to retain any provision of this Agreement.

5.0 Effect Upon Individual Contracts: Any individual contract between the District and an employee dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any terms inconsistent with this Agreement, then this Agreement shall be deemed controlling. However, this Agreement does not establish individual annual contracts.

6.0 Effect Upon District Policies and Rules: The District may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any District policies, rules, regulations or procedures, the terms of this Agreement shall prevail. To the extent any term of this Agreement conflicts with any valid provision of the California Education Code, the Education Code provision shall prevail.

7.0 Effect Upon Personnel Commission Rules: 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 that is specifically incorporated into 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.

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

Article III - District Rights

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

Article III - District Rights

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 above, 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

AALA RIGHTS

1.0 **Exclusivity:** AALA and its authorized representatives shall be the exclusive representative of the employees in the above-described classified management unit in contract negotiations and enforcement matters.

2.0 **Access to Facilities and Employees:** Any authorized AALA representative shall have the right of reasonable access to District facilities. Representatives not assigned at the site shall upon arrival check in at the work site. AALA representatives, whether they are visiting the site or regularly assigned to the site, may contact employees on union business, but only during duty-free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. In the case of an AALA representative assigned to the site, no such contacts shall interrupt the duties or assignments of either the employee being contacted or of the representative. AALA representatives' use of District email shall be subject to the limitations of the District's policies and rules.

3.0 **Bulletin Boards:** AALA shall have the right to post notices of AALA official matters on a bulletin board or section of a bulletin board established for AALA's exclusive use at each work site where AALA-represented employees are assigned.

4.0 **Released Time for Negotiations:** Up to four negotiating team employee representatives designated by AALA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District. AALA and the District may agree that additional employees shall receive such released time.

5.0 **Organizational Leave:** The President of AALA shall, upon request of both AALA and the employee, be placed on leave of absence for a period of one semester or more. Any pay for such leave shall be the responsibility of AALA.

6.0 **Committee Appointments:** When the District seeks to include representation from the various bargaining units on District-wide committees, AALA shall have the right to participate. The District shall notify AALA and specify the background and experience expected of the AALA represented employees participating on the committee. AALA may replace those it has appointed.

7.0 **AALA Meetings:** AALA may convene meetings as provided herein. Such meetings are to be separate from District-scheduled meetings, voluntary, and on non-duty time. AALA-convened meetings are to be completed before the usual hours of service of the participants, during the participants' duty-free lunch period, or after the usual hours of service of the participants. Also, if employees are present for a District-convened meeting, and if during such meeting there is a normal designated break time, AALA may convene a voluntary meeting

Article IV – AALA RIGHTS

during a reasonable portion of the break. AALA-convened meetings are not to cause non-duty periods during the business day to be extended beyond normal time.

ARTICLE V

GRIEVANCE PROCEDURE

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

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

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled either 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 employee, then one employee may, upon the District's agreement, process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

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

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

2.0 **Representation Rights in the Grievance Procedure:** If an administrator with the authority and responsibility to adjust a grievance is absent during

Article V - Grievance Procedure

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.

Article V - Grievance Procedure

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 Chief Deputy Superintendent or designee. If, at his or her discretion,

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the Chief Deputy Superintendent or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Chief Deputy Superintendent or designee shall reply in writing to the grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is 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
Joe Henderson
Carol Vendrillo
George Marshall

Guy Prihar
Michael Prihar
Kenneth Perea

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 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 member, who shall be an employee or an administrator of the District, to serve on the Board of Review, provided, however, that no employee may be selected by any grievant to serve on a Board of Review more than twice in any calendar year.

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.

Article V - Grievance Procedure

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

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

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.

15.0 Effect of Board of Review Award: The Board of Review's decision

Article V - Grievance Procedure

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

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

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

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

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

ARTICLE VI

WORK STOPPAGE

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

a. During the term of this Agreement, neither the Union nor its respective 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.

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

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

ARTICLE VII

NON-DISCRIMINATION

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

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

ARTICLE VIII

UNION SECURITY AND DUES DEDUCTION

1.0 **Voluntary Authorizations:** The District shall deduct the regular monthly membership dues of the Union dues from the salary of each employee who has submitted a written authorization to the Union. Such an authorization shall continue in effect unless revoked in writing by the employee to AALA Unit J within the time period commencing with the 60th day prior to the expiration of this Agreement and ending with the 30th day before such expiration. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. 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 AALA Unit J.

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for Union dues/fees or Union-sponsored insurance, the District shall make an appropriate adjustment on an immediate subsequent pay warrant. The Union agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 **Remitted to the 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.

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

4.0 **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 Administration by the deadline for filing time reports.

4.1 **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 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 any litigation arising under this Article. In no case shall District funds be involved in any remedy relating to dues deductions. Any underpayments to the Union resulting from the District's failure to make a required deduction

Article VIII – Union Security and Dues 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).

4.2 The District will furnish any information needed by the Union to fulfill the provisions of this Article. Likewise, AALA Unit J will furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE IX

HOURS OF WORK

1.0 General Provisions: 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 have the right to re-open negotiations concerning that subject.

2.0 Basic Workweek: The workweek of these employees shall normally be Monday through Friday; provided, however, that the District may establish a different workweek for particular employees, as required to meet the operational needs of the District. The work of these FLSA-exempt employees does not lend itself to a defined workday or workweek of rigidly established length though it should generally be based on the concept of approximately forty (40) hours per week. Each employee is expected to routinely be present and available during regular office hours and also to devote the time necessary to get the job done. The hours required will vary from day to day and week to week. The employee's work day shall be established at the discretion of the District to meet operational needs, in a manner consistent with applicable law, and with the hours required of the employee to be reasonable.

2.1 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 at least ten (10) business days' notice, when practicable.

2.2 When the work demands involve significant extended hours of work within a given pay period, flexible reduced hours in the same or following pay period may be taken with the prior approval of the immediate supervisor, in up two (2) subsequent pay periods and may be increased during an emergency at the discretion of the supervisor so long as such absence does not interfere with the continued operational obligations of the employee, work unit, or District. If such time can be accommodated it will be scheduled by the supervisor, in consultation with the employee. Granting and/or scheduling use of flexible reduced hours shall not be done on an arbitrary, capricious, or discriminatory basis, nor shall it be denied or limited for any of these reasons.

- a. Emergency call responses shall be subject to the provisions of Section 2.2.
- b. In instances where a Unit J member can demonstrate that they

Article IX – Hours of Work

performed 75% of the duties of their immediate supervisor who was absent for more than 5 days, flex time may be offered subject to the provisions of Section 2.2.

2.3 The District shall provide training twice a year to District management and/or supervisory staff with respect to the granting and/or scheduling use of flexible reduced hours in accordance with the collective bargaining agreement.

ARTICLE X

EVALUATION PROCEDURES

1.0 Purpose of the Evaluation System: The overall purpose of the employee evaluation system is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the District. Evaluations are therefore intended: (a) to provide the employee with information regarding the status of his/her performance and quality of work; (b) to provide the immediate administrator with current reports and permanent records on the performance of the employee; and (c) to provide focus upon performance improvement and enhance the quality of services to the public and to the schools. An evaluation shall not be used as discipline in and of itself; however an evaluation may be used as evidence of the quality of the employee's performance as observed by the evaluator, and that an employee was provided notice of performance deficiencies.

1.1 Frequency:

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 re-evaluated during the remainder of the probationary period, as deemed appropriate.

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

1.2 Procedures to be Followed:

a. Use of Forms: Performance evaluation reports, including annual evaluations and any interim evaluations, shall be made on forms prescribed by the District.

b. Goal-Setting: A meeting between the evaluator and the employee 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 (in consultation with the employee) may, at the initiation of either the employee or the evaluator, modify or change any performance goals originally set. Any such modifications or changes shall be reduced to writing, and attached to the evaluation form.

Article X - Evaluation Procedures

c. Limitations: 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.

d. Evaluation Meeting and Records: The evaluator (generally the immediate administrator) shall provide a copy of the performance evaluation to the employee and shall meet with and discuss it with the employee. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or within 30 days thereafter. The original evaluation shall be placed in the appropriate division, branch or school site file. Upon request, each employee shall be informed as to the file in which the original performance evaluation is kept.

e. Performance Deficiencies: 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.

f. Lower Than Overall "Meets Standards" Evaluations: 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 rating. If the employee was not previously so advised, then the evaluator shall note the reason.

g. Additional Evaluations: In addition to the above regular evaluation, 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.

Article X - Evaluation Procedures

1.3 Administrative Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local Educational Services Center Superintendent, or division head, or designee within ten (10) working days of receipt of the evaluation. A meeting to discuss the evaluation shall take place within five (5) working days from receipt of the appeal. The employee may upon request be represented at this meeting by the Union or any other person of the employee's choice so long as that person is not a representative of another employee organization. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting. The decision of the reviewer shall be final.

1.4 Grievances: 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.

2.0 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 1.3, 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 1.3 above have not been followed.

3.0 Right to Copy and Respond to Written Material Placed in Personnel File: 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. 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 1.2 d 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 the employee's 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 has been requested to sign.

4.0 Conference Memos and Reprimands: The purpose of a conference memo, or written reprimand is to inform the employee in writing about perceived deficiencies in work performance and/or conduct, and, where appropriate, to provide a warning and constructive assistance to the employee to improve, and to document the communication on a reasonably current basis. The above documents are written records about work performance issues issued after a face-to-face meeting, or a telephone discussion if the employee or supervisor is unable to meet personally. When

Article X - Evaluation Procedures

the District determines that a formal conference memo or written reprimand is to be issued, the following procedures shall apply:

a. Signatures: The document will be signed by the issuing administrator. A copy will be given to the employee. The administrator shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the document or a witness that the document was delivered.

b. Written Response: Any written response from the employee shall be attached to the document and retained with the file copy.

c. Uses of These Documents: Neither the District nor the employee shall consider such a document by itself to constitute discipline. Any use of such documents in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns and facts expressed in the document. The underlying facts which gave rise to the document (e.g., absence or tardiness record or the employee conduct at issue) may be presented in later disciplinary proceedings.

d. Document Retention: Any conference memo and/or written reprimand for which there is no repetition of the concern, event, conduct or incident which gave rise to the conference memo and/or written reprimand, except those relating to serious misconduct such as mistreatment of students, substance abuse or threatening/abusive behavior, shall be void after four (4) years and removed from the employee's files upon request of the employee.

5.0 Pre-Disciplinary Meeting: 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 union 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.

6.0 Formal Discipline: Formal discipline involving suspensions, demotions, or termination shall be appealed through the applicable Personnel

Article X - Evaluation Procedures

Commission Rules and procedures governing such matters for classified employees as the parties understand and agree are conferred upon and apply to members of this bargaining unit.

7.0 Re-Negotiation: Sections of this Article are subject to renegotiation by the parties at any time during the term of this Agreement upon written notice by either party to the other of its desire to commence negotiations. The parties will commence negotiations within fifteen (15) calendar days from the date the written notice is served on the receiving party.

ARTICLE XI

TRANSFER PROCEDURES

1.0 Definitions: 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 voluntary request of the employee, or by the District. For purposes of this Article, "work location" means any work site such as a school, area office, or administrative office or any employee reporting location. Changes to an employee's shift are not considered transfers under this article.

2.0 District-Initiated Transfers: Transfers may be initiated by the District, when deemed to be in the best interest of the educational program 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 a District-initiated transfer. Any employee who is so transferred shall, upon request, be informed in writing of the reason(s) for the transfer from the appropriate administrator. No employee shall be transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this agreement, except that this restriction 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 When it is deemed necessary to reduce the number of employees in a given classification at a given site and/or to fill a need at another site, the employees in that classification at the site will be notified and given the opportunity to volunteer for transfer to another identified location. If there are competing volunteers, or if there are no volunteers, the decision will be made based on consideration of any special skills and experience needed at the site and/or at the receiving site. If the employees under consideration are relatively equal in terms of the skills, experience, and personal characteristics, then District seniority in the classification shall control.

2.2 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 Employee-Initiated Transfers: When a permanent employee wishes to initiate a 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 administrator, the supervisor 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 administrator. The employee shall then file the approved request with the Personnel Commission.

Article XI - Transfer Procedures

Placement of the employee on the transfer eligibility list pursuant to Section a below is subject to the approval of the appropriate branch head or designee, which shall not be unreasonably withheld. Any deferral will not be based on punitive or discriminatory reasons and any employee whose transfer request is deferred shall be advised in writing as to the reasons, within three (3) working days.

a. 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.

b. Employees requesting transfer may be subject to interview by the appropriate administrator. If all other factors, such as operational needs, relative skills, experience, and other qualifications are essentially equal, preference shall be given to the applicant with the greater District seniority.

c. 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.

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

e. Employees must accept or decline a transfer offer within three (3) working days from the date the offer is made. The effective date of the transfer may be deferred for a period of up to ten (10) working days by the releasing supervisor (unless extended by joint agreement between the sending and receiving supervisors) to facilitate an orderly transition.

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

Article XIII - Leaves of Absence

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, of 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;
- g. Sister; and
- h. Any relative living in the employee's immediate household.

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

Article XIII - Leaves of Absence

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

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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 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

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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 pay periods.

d. When an authorized leave of absence continues into the next

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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 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.

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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 two (2) occasions 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;

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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,

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Section 20.0, Family Care and Medical Leave.

- o. To be sworn in as a Citizen of the United States.
- p. Up to two (2) days of paid personal necessity leave during a school year for the purpose of attending a professional development course that meets the criteria specified in Article XIX, Section 1.0 (a).

13.1 Limits and Conditions: 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, professional development 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

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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 Employment Services Branch and are subject to cancellation in the event of layoff.

15.0 Military Leave (Unpaid): 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;

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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 year with pay for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District.

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

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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.

19.5 Professional Development Leave: The District may grant up to one (1) paid day to employees in permanent status for the use of attendance in professional development activities, under the conditions specified below:

a.) The professional development activity shall be time reported as vacation (VA) or personal necessity (PN) at the time the course is taken. After employee has successfully completed course, submitted verification of successful completion and received tuition reimbursement, employees may request in writing to their supervisor that his/her vacation or personal necessity be restored to their respective benefited time bank and replaced with miscellaneous time (MS).

b.) Employees with insufficient balances in their vacation or personal necessity banks are ineligible.

c.) Employees must submit to their supervisor a one (1) paragraph statement describing:

1. How the professional development activity contributed to their own professional growth.
2. How the professional development activity will be beneficial to their department and the District.
3. Steps they will take to ensure that the skills they learned will be incorporated into their day to day work.

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

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

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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. The next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period.

Any leave an employee takes for the reasons specified in Section 20.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken 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.

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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

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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

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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. An employee 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

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

2.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, effective July 1, 2008, be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven.

3.0 Pay Differentials-General: An earned salary differential in addition to the regular rate of pay shall be paid to affected employees under the conditions approved by the Personnel Commission and the Agreement.

4.0 Salary Placement: Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the 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 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

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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 Supplemental Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment of at least 35% of their normal net pay because of problems involving assignment, time reporting, or payroll processing, may request a Supplemental Pay Warrant for hours reported and approved by the employee's work location.

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

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 if the warrant being replaced is still outstanding. The replacement of cashed warrants will depend upon the findings of the Warrant Investigation Unit of the Los Angeles County of Education. The investigation and replacement process usually takes 4-7 weeks.

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 to the employee will be provided when an overpayment exceeds one hundred dollars (\$100). Where in the judgment of the District the circumstances

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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.

- a. For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, a minimum of three hundred dollars (\$300) per pay period will be deducted. If the overpayment amount exceeds \$7,200, the recovery per pay period shall be the overpayment amount divided into 24 installments.
- b. The employee may request consideration of alternative methods for recovery of overpayments provided that the time frame for recovery does not exceed the period of time during which the overpayment occurred. If no request is made for an alternative method of recovery within ten (10) calendar days, the recovery shall commence effective with the next pay period using the method recommended by the District in its written notice to the employee.
- c. When the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recommended recovery payment will be as much as the entire amount. In such cases, however, the District will work out a suitable recovery payment schedule with the employee which may be as much as the entire amount within one pay period.

9.0 Other Salary Differentials, Pay and Practices: The provisions of Personnel Commission Rule 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.

10.0 Longevity Increment: Effective July 1, 2017, 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)

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day of July 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 Effective July 1, 2018, the longevity increment schedule for years of qualifying District service shall be:

\$40 per pay period after 10 years

\$55 per pay period after 15 years

\$70 per pay period after 20 years

ARTICLE XV

HEALTH AND WELFARE

1.0 District Contribution Obligations: (as to all eligible District personnel): the District's defined contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreement between the District and the Unions/Associations which represent District employees. Those agreements are attached hereto as Appendix B for informational purposes only.

2.0 Plan Revisions Through the District-wide Health Benefits Committee (HBC): Plan revisions and all other matter set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix B for informational purposes only. A District-wide Health Benefits Committee (HBC) shall be formed.

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

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

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

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

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

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b. For employees attaining eligibility under this paragraph, who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for eight hundred (800) or more hours as a result of any one assignment or any combination of assignments, 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 the Benefits Administration.

d. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partner 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 eight hundred (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 nine (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

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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 April 1, 2019, 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 thirty (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 day of the calendar month following the receipt of the completed application.

5.1 Eligibility of Dependents: Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided

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the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

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

a. Documentary Proof of Status Required for Dependents

Dependents	Documents Required (copy)
Legal Spouse	State or County issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP1.0), and at least two (2) 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 legally 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. Domestic Partnerships: 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

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past twelve (12) months immediately preceding the application for coverage with the LAUSD;

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

c. Disabled Children: 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 \$3,000 per coverage year to the dependent 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.

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

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

5.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD form "Request for Change of Dependent Status". This 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 may mutually agree to 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, and such children may also be covered more than once within the same plan.

5.4 Open Enrollment: 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

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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 the 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 (30) days following birth, provided that an application for dependent coverage is received by the 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 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.

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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 Employees Terminated From Enrollment by the Plan: 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 the Benefits Administration.

9.0 COBRA: Pursuant to the Consolidated Omnibus Budget

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

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

9.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section 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). In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

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

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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 Disputes With Carriers/Plans: 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 the Grievance Procedures of this Agreement.

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

13.0 457(b) Enrollment: All AALA Unit J bargaining unit members may enroll in the District's 457(b) Deferred Compensation Plan.

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 May Memorial Day*
July 4 Independence Day
That date declared by the Board Admission Day
First Monday in September Labor Day
November 11 Veterans Day*
That Thursday in November
proclaimed by the President Thanksgiving Day*
Day following Thanksgiving Day Thanksgiving Friday*
December 25 Christmas Day*
That date declared by the
Board Alternate Lincoln Day Observance

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

a. 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.

b. 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.

c. 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

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holidays which fall on a Sunday.

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

ARTICLE XVII

VACATION

1.0 Accrual Rate: 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. Active service means all of the time for which pay is received. Employees employed in classifications which are not entitled to receive overtime, i.e., 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 under the employee's regular assignment basis.

2.0 Vacation Cap: No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in eighteen (18) pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount." (See also Section 5.0 below.)

3.0 Vacation Scheduling: Consistent with the eighteen (18) pay period vacation cap amount set forth in Section 2.0 above, the following procedure for scheduling of vacation time shall be in effect:

a. Vacation Calendar: 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 any or 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. Employee's Proposed Vacation Schedule: 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.

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c. Approvals and Disapprovals: Within fifteen (15) calendar days of receipt of the employee's vacation usage schedule, the 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 vacation schedule would substantially interfere with the operation of the employee's work unit. If there are conflicting requests, and there is no operational need to select one requested schedule over the other, then District seniority shall be controlling.

d. Changes:

(1) 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.

(2) An employee whose previously-approved vacation has been changed due to a critical operational necessity shall have the right to meet with 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).

(3) Once an employee's vacation schedule is submitted and approved pursuant to the above, no change or additional requests can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested change or addition shall be subject to approval, and shall not normally cause reconsideration of any other employee's previously-approved vacation schedule. Scheduling decisions shall be based upon the employees' requests (including any special circumstances that the employee may wish to have considered), and the operational needs of the department and site.

(4) 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

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precluded pursuant to Section 3.0 c above, shall be entitled to submit an alternate vacation schedule, which shall not be unreasonably denied.

4.0 District-Initiated Vacation Scheduling: Notwithstanding the above vacation scheduling provisions, 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 3.0 b above;

b. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in Section 5.0 below;

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 the administrator, 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.

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

5.0 Vacation Cap Waivers: An employee who is prevented or prohibited from taking vacation previously approved by the employee's 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.

Article XVII - Vacation

6.0 Vacation Pay: Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), 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.

Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), upon separation from service the dollar value of the employee's current vacation accrual balance (up to the applicable cap) shall be paid as a lump sum at the employee's salary rate at the time of such separation.

7.0 1994 Accrual Bank: 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.

a. Should an employee utilize any vacation from their 1994 Accrual Bank while on active status (after exhaustion of their current vacation bank), vacation hours 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.

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.

ARTICLE XIX

TUITION REIMBURSEMENT

1.0 Tuition Reimbursement: The District may grant tuition and other reimbursement to employees in permanent status, 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. Tuition reimbursement shall be limited to a maximum of one thousand one hundred dollars (\$1,100) for any individual employee during any twelve (12) month period. 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.

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

d. 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.

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

f. 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 which itself is subject to discretionary approval.

1.1 Provisions of this Section shall not apply to any employee

Article XIX - Tuition Reimbursement

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 XX

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.

6.0 Grievances arising under this Article shall be limited to alleged violations of the procedural aspects of the above Sections. All substantive matters and decisions shall remain within the purview and applicable procedures of the Personnel Commission.

ARTICLE XXI

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

a. Represent an employee at that Education Service Center, upon request, in a grievance meeting as expressly provided for in Article V (Grievance Procedure), and Article X (Evaluation and Disciplinary Procedures). 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), 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.

ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations as follows:

2.0 Negotiations for Successor Agreement: Negotiations for the successor agreement to this Agreement shall commence at the request of either party any time after January 1, 2021.

APPENDIX A
Unit J
Salary Schedule July 1, 2018

Class Code	Class Title	Step 1	Step 2	Step 3	Step 4	Step 5
4828	Applications Server Administrator	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
4829	Applications Server Specialist			\$8,846.12	\$9,332.18	\$9,849.66
1890	Area Facilities Services Director	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
2360	Assistant Contract Administration Manager	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
1410	Assistant Director, Design Standards and Technical Specifications	\$9,349.37	\$9,856.99	\$10,401.83	\$10,973.99	\$11,574.70
5170	Assistant Stores Operations Manager	\$7,617.73	\$8,053.57	\$8,495.69	\$8,965.43	\$9,461.55
5716	Assistant Truck Operations Manager	\$7,617.73	\$8,053.57	\$8,495.69	\$8,965.43	\$9,461.55
1203	Associate Strategic Planning Systems Engineer	\$10,608.07	\$11,208.73	\$11,842.17	\$12,510.74	\$13,217.95
1505	Chief Boundary Coordinator	\$7,819.95	\$8,264.58	\$8,716.76	\$9,201.57	\$9,705.23
1630	Chief Building/Construction Inspector	\$10,444.16	\$11,027.24	\$11,644.29	\$12,295.31	\$12,986.11
1660	Chief Electrical Inspector	\$8,760.52	\$9,255.90	\$9,778.62	\$10,331.15	\$10,914.62
1934	Chief Estimator	\$10,045.65	\$10,614.06	\$11,216.02	\$11,847.74	\$12,516.70
1902	Complex Project Manager	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
1160	Computer Applications Administrator	\$9,631.09	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38
1055	Computer Applications Administrator SAP	\$9,631.09	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38
4832	Computer Applications Specialist	\$8,097.53	\$8,555.95	\$9,023.21	\$9,519.34	\$10,048.11
4320	Culinary and Events Manager	\$7,617.73	\$8,053.57	\$8,495.69	\$8,965.43	\$9,461.55
1184	Database Administrator	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
1640	Deputy Chief Building/Construction Inspector	\$9,475.85	\$10,010.93	\$10,576.46	\$11,173.59	\$11,804.71
4805	Deputy Director of Data Center Operations	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
4811	Deputy Director of eLearning	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
4808	Deputy Director of IT, Customer Support	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1995	Deputy Director of IT, Infrastructure Project Management	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1407	Design and Technical Specification Coordinator	\$8,514.08	\$8,977.03	\$9,477.22	\$9,998.47	\$10,544.57
1948	Director of Community Outreach	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
4834	Director of IT, Asset and Software Compliance	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
1994	Director of IT, Infrastructure Project Management	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
1201	Director of IT, Network Operations	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
4804	Director of IT, Project Management	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
1985	Director of Leasing and Asset Management	\$11,845.27	\$12,499.34	\$13,183.19	\$13,915.45	\$14,681.22
1952	Director of Masterplanning and Demographics	\$9,817.73	\$10,351.64	\$10,923.03	\$11,519.01	\$12,154.78
5113	Director of Materiel Management	\$11,017.43	\$11,624.33	\$12,287.10	\$12,979.65	\$13,711.92
1980	Director of Non-Academic Facilities Planning	\$11,963.16	\$12,624.68	\$13,315.98	\$14,055.70	\$14,827.68
2340	Director of Programming and Operations	\$8,464.45	\$8,975.79	\$9,477.22	\$9,994.75	\$10,543.32
1512	Director of Property Management	\$11,071.74	\$11,696.99	\$12,363.21	\$13,055.19	\$13,792.82
2898	Director of Translations	\$8,528.97	\$9,005.57	\$9,488.38	\$10,017.09	\$10,565.66
4878	Director, Student Information Systems	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38	\$12,584.98
1577	District Property Administrator	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
4871	E-Mail Administrator	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
1772	Energy and Sustainability Program Manager	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
3013	Environmental Compliance Program Administrator	\$7,254.07	\$7,667.62	\$8,096.54	\$8,555.13	\$9,037.37
1793	Environmental Health Manager, Environmental Programs	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1712	Environmental Health Manager, Safety & Industrial Hygiene	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1969	Facilities Partnership and Development Manager	\$8,514.08	\$8,993.17	\$9,503.26	\$10,038.18	\$10,606.61
1417	Facilities Project Manager I	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
1415	Facilities Project Manager II	\$8,514.08	\$8,977.03	\$9,477.22	\$9,998.47	\$10,544.57
1964	Facilities Support Services Financial Specialist	\$8,306.83	\$8,771.01	\$9,247.60	\$9,753.98	\$10,292.60
1115	Fiscal Services Manager	\$7,951.84	\$8,406.50	\$8,876.25	\$9,358.57	\$9,871.02
5751	Fleet Maintenance Manager	\$8,224.89	\$8,681.65	\$9,171.88	\$9,693.14	\$10,238.00
4328	Food Production Manager	\$7,212.03	\$7,617.73	\$8,053.57	\$8,495.69	\$8,965.43
4310	Food Services Program Manager	\$7,613.96	\$8,049.79	\$8,491.92	\$8,961.66	\$9,457.78

APPENDIX A
Unit J
Salary Schedule July 1, 2018

5904	Grants and Funding Program Manager	\$8,679.65	\$9,155.04	\$9,656.17	\$10,192.42	\$10,747.40
1172	IT Infrastructure Project/Program Manager	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
4869	IT Warehouse Manager	\$8,495.69	\$8,965.43	\$9,461.55	\$9,975.27	\$10,526.60
5110	Labor and Contract Compliance Administrator	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1240	Local District Support Coordinator	\$9,894.83	\$10,442.79	\$11,036.66	\$11,681.84	\$12,339.13
2202	Mail Operations Manager	\$6,140.65	\$6,489.82	\$6,857.84	\$7,245.95	\$7,657.92
1175	Manager of Customer Support Services	\$7,037.45	\$7,435.60	\$7,857.64	\$8,303.52	\$8,754.42
1065	Manager of Data Center Operations	\$7,037.45	\$7,435.60	\$7,857.64	\$8,303.52	\$8,754.42
2108	Manager of IT, Communication Systems	\$7,018.61	\$7,419.29	\$7,840.05	\$8,280.91	\$8,730.56
1063	Manager of IT, Technical Support	\$7,037.45	\$7,435.60	\$7,857.64	\$8,303.52	\$8,754.42
1988	Medi-Cal Reimbursement and Cost Recovery Manager	\$8,978.28	\$9,485.88	\$10,023.29	\$10,588.00	\$11,186.22
4888	MiSiS Manager	\$10,608.07	\$11,208.73	\$11,842.17	\$12,510.74	\$13,217.95
4843	Mobile Device Management Administrator	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
4870	Network Operations Manager	\$7,498.42	\$7,922.94	\$8,373.84	\$8,846.12	\$9,333.44
3802	Open Data Officer	\$8,772.58	\$9,268.02	\$9,792.11	\$10,345.90	\$10,930.11
4827	Operating Systems Administrator	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
1074	Operating Systems Specialist			\$9,023.21	\$9,519.34	\$10,048.11
1909	Operations Program Manager	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
3800	Oracle Developer	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
5107	Procurement Policy Officer	\$7,951.84	\$8,406.50	\$8,876.25	\$9,358.57	\$9,871.02
1430	Project Engineer	\$8,406.50	\$8,876.25	\$9,358.57	\$9,871.02	\$10,416.13
1525	Property Manager	\$9,475.85	\$10,010.93	\$10,576.46	\$11,173.59	\$11,804.71
2200	Psychometrician	\$8,783.81	\$9,264.89	\$9,772.03	\$10,314.73	\$10,876.38
2199	Purchasing Services Manager	\$8,394.94	\$8,859.13	\$9,349.37	\$9,856.99	\$10,401.83
4290	Regional Food Services Manager	\$7,617.73	\$8,053.57	\$8,495.69	\$8,965.43	\$9,461.55
1620	Relocatable Housing Program Manager	\$8,514.08	\$8,977.03	\$9,477.22	\$9,998.47	\$10,544.57
4750	Reprographic Services Manager	\$6,140.65	\$6,489.82	\$6,857.84	\$7,245.95	\$7,657.92
1628	Resident Construction Engineer	\$9,462.31	\$9,984.82	\$10,530.92	\$11,110.51	\$11,722.39
4890	SAP ABAP Developer	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4891	SAP Basis Administrator	\$9,836.38	\$10,381.13	\$10,939.53	\$11,547.03	\$12,176.36
4846	SAP Enterprise Portal Specialist	\$8,097.45	\$8,555.90	\$9,023.17	\$9,519.25	\$10,048.11
4836	SAP Functional Analyst (BN, BW, Security)	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4837	SAP Functional Analyst (eRC,ESS, MSS, PA/OM)	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4839	SAP Functional Analyst (FI/CO, Budget)	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4877	SAP Functional Analyst (Procurement)	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4838	SAP Functional Analyst (TM/PY)	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
4876	SAP Schema Architect (Payroll/Time)	\$9,836.38	\$10,381.13	\$10,939.53	\$11,547.03	\$12,176.36
4879	SAP Technical Test Coordinator	\$8,801.51	\$9,299.83	\$9,807.78	\$10,346.98	\$10,921.86
2028	School Business and Operations Manager	\$7,122.55	\$7,519.50	\$7,951.99	\$8,407.00	\$8,876.23
2094	School Volunteer Programs Director	\$6,116.80	\$6,462.20	\$6,827.69	\$7,212.03	\$7,617.73
4882	Senior Design Network Engineer	\$9,631.09	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38
1168	Senior Director, Information Systems	\$12,200.23	\$12,874.15	\$13,577.87	\$14,333.72	\$15,120.58
1164	Senior Director, Information Technology	\$12,200.23	\$12,874.15	\$13,577.87	\$14,333.72	\$15,120.58
1413	Senior Facilities Project Manager	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
1173	Senior IT Infrastructure Project/Program Manager	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
3021	Senior Maintenance Planner	\$8,157.83	\$8,616.26	\$9,084.75	\$9,590.93	\$10,118.45
1087	Senior Systems Specialist	\$8,942.27	\$9,437.49	\$9,945.10	\$10,497.40	\$11,069.56
4823	Senior Systems Specialist - FileNet	\$7,610.19	\$8,043.52	\$8,499.46	\$8,977.98	\$9,472.86
1202	Senior Technical Project Manager	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
1956	Senior Technical Project Manager - Facilities	\$9,005.57	\$9,508.23	\$10,023.29	\$10,573.13	\$11,152.73
3018	Site Assessment Program Administrator	\$7,819.95	\$8,264.58	\$8,716.76	\$9,201.57	\$9,705.23
2195	Small Business Manager	\$8,394.94	\$8,859.13	\$9,349.37	\$9,856.99	\$10,401.83
1153	Special Assistant to the Chief Academic Officer	\$9,349.37	\$9,856.99	\$10,401.83	\$10,970.27	\$11,574.70
1052	Systems and Programming Director	\$9,631.09	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38

APPENDIX A
Unit J
Salary Schedule July 1, 2019

1054	Systems Standards Manager	\$8,481.82	\$8,950.96	\$9,437.49	\$9,957.53	\$10,507.34
1190	Technical Project Manager	\$8,097.53	\$8,555.95	\$9,023.21	\$9,519.34	\$10,048.11
1179	Technical Specialist	\$9,631.09	\$10,159.83	\$10,720.80	\$11,304.14	\$11,933.38
5710	Transportation Services Manager	\$7,122.87	\$7,519.75	\$7,951.84	\$8,406.50	\$8,876.25
1154	Treasury Manager	\$7,951.84	\$8,406.50	\$8,876.25	\$9,358.57	\$9,871.02
5713	Truck Operations Manager	\$8,394.94	\$8,859.13	\$9,349.37	\$9,856.99	\$10,401.83

LOS ANGELES UNIFIED SCHOOL DISTRICT-ASSOCIATED ADMINISTRATORS LOS ANGELES – UNIT J
TENTATIVE AGREEMENT(S)
REOPENER AGREEMENT 2017-2018
SUCCESSOR AGREEMENT 2018-2021

These Tentative Agreements are made and entered into this 21st day of March, 2019 by and between the Board of Education of the Los Angeles Unified School District (“District”) and Associated Administrators Los Angeles Unit J – Classified Managers (“Unit J”). The District and Unit J have met and negotiated in good faith and have completed their reopener negotiations for 2017-2018 and successor negotiations for the 2018-2021 Agreement. This 2018-2021 Agreement is the successor to the parties’ 2015-2018 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties’ 2015-2018 Agreement are to be combined with the terms of these Agreements to form the 2018-2021 Agreement. This 2018-2021 Agreement completes and closes out the 2015-2018 Agreement and all reopeners contained therein. The parties’ will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

B. **2017-2018 Reopener Agreement**

For the 2017-2018 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

C. **Successor Agreement**

a. **COMPENSATION:**

For the 2018-2019 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J represented employees shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

b. **HEALTH AND WELFARE BENEFITS**

The District contribution rate for the current calendar year is funded in accordance with the 2018-2020 Health Benefits Agreement on Health and Welfare. The language of this article will be modified in accordance with employees hired on or after the successor coordinated Health Benefits Agreement.

The parties agree to amend the eligibility rules in Article XV, Section 4.0, Retirement Benefit Coverage, as follows: For employees hired on or after April 1, 2019, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for

LAUSD-UNIT J TENTATIVE AGREEMENT 2018-2021 – PAGE 2

retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

c. Additional agreements:

1. Article VIII – Dues Deduction
2. Article IX – Hours of Work
3. Article XIV – Wages and Salaries
4. Article XV - Health & Welfare
5. Article XIX – Tuition Reimbursement
6. Article XXII – Term of Agreement

- d. Term of Agreement: This Agreement shall be for a term of three (3) years (2018-2019 through 2020-2021). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2021 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2019-2020 and 2020-2021 school years as follows:

1. 2019-2020 Reopeners: Effective June 1, 2019, the parties may reopen three (3) articles each.
2. 2020-2021 Reopener: Effective March 1, 2020, the parties may reopen one (1) article each.

This Agreement is subject to ratification by the Unit J membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: 3-21-19

Los Angeles Unified School District

By: 
Robert A. Samples
Interim Director

Associated Administrators Los Angeles Unit J

By: 
Juan A. Flecha
President

Adopted by the Board of Education on _____, 2019.

By: _____
Monica Garcia
Board President

ARTICLE VIII

UNION SECURITY AND DUES DEDUCTION

1.0 Voluntary Authorizations: The District shall deduct the regular monthly membership dues of the Union dues from the salary of each employee who has submitted a written authorization to the Union. Such an authorization shall continue in effect unless revoked in writing by the employee to AALA Unit J within the time period commencing with the 60th day prior to the expiration of this Agreement and ending with the 30th day before such expiration. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. For payroll purposes, the District shall deduct on a regular monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to the District by AALA Unit J. ~~calculated to spread the annual dues/fees over the employee's annual payroll calendar.~~

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for Union dues/fees or Union-sponsored insurance, the District shall make an appropriate adjustment on an immediate subsequent pay warrant. The Union agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 Remitted to the 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.

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

~~4.0 Agency Fee Obligation: Upon thirty (30) days of an employee's initial assignment to a position covered by this Agreement (see Article I) and continuing, each employee is required as a condition of continued employment either (a) to be a member in good standing of the Union, or (b) to satisfy the agency fee financial obligations set forth in Section a. below, unless qualified for religious exemption as set forth in Section 4.1 below.~~

~~a. Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.1 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to the Union. The amount of agency fee to be charged shall be determined by the Union, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, and shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts~~

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ARTICLE IX

HOURS OF WORK

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2.2 When the work demands involve significant extended hours of work within a given pay period, flexible reduced hours in the same or following pay period may be taken with the prior approval of the immediate supervisor, in up to two (2) subsequent pay periods and may be increased during an emergency at the discretion of the supervisor so long as such absence does not interfere with the continued operational obligations of the employee, work unit, or District. If such time can be accommodated it will be scheduled by the supervisor, in consultation with the employee. Granting and/or scheduling use of flexible reduced hours shall not be done on an arbitrary, capricious, or discriminatory basis, nor shall it be denied or limited for any of these reasons.

- a. Emergency call responses shall be subject to the provisions of Section 2.2.
- b. In instances where a Unit J member can demonstrate that they performed 75% of the duties of their immediate supervisor who was absent for more than 5 days, flex time may be offered subject to the provisions of Section 2.2.

2.4 The District shall provide training twice a year to District management and/or supervisory staff with respect to the granting and/or scheduling use of flexible reduced hours in accordance with the collective bargaining agreement.

District Wages Proposal

The District offers to all members of Unit J a salary package consisting of:

- 1) Effective July 1, 2017, all Unit J bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 2) Effective July 1, 2018, all Unit J bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 3) For employees hired on or after April 1, 2019, years of qualifying service and age must total at least eight-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

Article XIV – WAGES AND SALARIES

10.3 Effective July 1, 2018, The longevity increment schedule for years of qualifying District service shall be:

~~\$25~~ \$40 per pay period after 10 years

~~\$40~~ \$55 per pay period after 15 years

\$70 per pay period after 20 years

District Proposal 2/7/19
Unit J Counter Proposal 3/7/19

District Counter Proposal 3/21/19

ARTICLE XV

Health and Welfare

...

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

...

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~~g.~~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.

~~h.~~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.

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13.0 457(b) Enrollment: All AALA Unit J bargaining unit members may enroll in the District's 457 (b) Deferred Compensation Plan.

ARTICLE XIX

TUITION REIMBURSEMENT

1.0 Tuition Reimbursement: The District may grant tuition and other reimbursement to employees in permanent status, under the conditions specified below:

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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. Tuition reimbursement shall be limited to a maximum of one thousand one hundred dollars (~~\$1000~~ 1,100) for any individual employee during any twelve (12) month period. 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.

...

LOS ANGELES UNIFIED SCHOOL DISTRICT-ASSOCIATED ADMINISTRATORS LOS ANGELES – UNIT J
TENTATIVE AGREEMENT(S)
REOPENER AGREEMENT 2017-2018
SUCCESSOR AGREEMENT 2018-2021

These Tentative Agreements are made and entered into this 21st day of March, 2019 by and between the Board of Education of the Los Angeles Unified School District (“District”) and Associated Administrators Los Angeles Unit J – Classified Managers (“Unit J”). The District and Unit J have met and negotiated in good faith and have completed their reopener negotiations for 2017-2018 and successor negotiations for the 2018-2021 Agreement. This 2018-2021 Agreement is the successor to the parties’ 2015-2018 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties’ 2015-2018 Agreement are to be combined with the terms of these Agreements to form the 2018-2021 Agreement. This 2018-2021 Agreement completes and closes out the 2015-2018 Agreement and all reopeners contained therein. The parties’ will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

B. **2017-2018 Reopener Agreement**

For the 2017-2018 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

C. **Successor Agreement**

a. **COMPENSATION:**

For the 2018-2019 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J represented employees shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

b. **HEALTH AND WELFARE BENEFITS**

The District contribution rate for the current calendar year is funded in accordance with the 2018-2020 Health Benefits Agreement on Health and Welfare. The language of this article will be modified in accordance with employees hired on or after the successor coordinated Health Benefits Agreement.

The parties agree to amend the eligibility rules in Article XV, Section 4.0, Retirement Benefit Coverage, as follows: For employees hired on or after April 1, 2019, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for

LAUSD-UNIT J TENTATIVE AGREEMENT 2018-2021 – PAGE 2

retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

c. Additional agreements:

1. Article VIII – Dues Deduction
2. Article IX – Hours of Work
3. Article XIV – Wages and Salaries
4. Article XV - Health & Welfare
5. Article XIX – Tuition Reimbursement
6. Article XXII – Term of Agreement

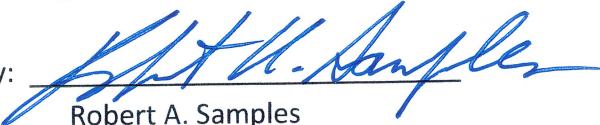
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...

**BARGAINING PROPOSAL
FOR A 2018-2020 HEALTH BENEFITS AGREEMENT
BETWEEN THE
LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE UNIONS/ASSOCIATIONS
REPRESENTING DISTRICT EMPLOYEES
January 18, 2018**

I. PURPOSE

The terms and conditions of this 2018-2020 Health Benefits Agreement (“Agreement”) constitute the successor agreement to the 2015-2017 Health Benefits Agreement. 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.

APPENDIX C

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 as of December 31, 2020 shall be returned to the District's General Fund or as a credit to the District's contribution amount for 2021. 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 2018-2020 PLAN YEARS

1. Base Contributions: The per-participant base contribution amounts for 2017 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. 2018 Contributions: The Parties acknowledge that, due to the work of the HBC, projections provide that if 2018 contribution levels remain at 2017 levels the HBC will have an annual surplus and that the current reserves will increase. Consequently, the 2018 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. 2019 Contributions: The Parties acknowledge that, due to the work of the HBC, projections provide that the HBC will have more than sufficient resources at its disposal to maintain offering the current options of health plans at the same level of coverage if 2019 contribution levels remain at 2018 levels. Consequently, the 2019 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.
4. 2020 Contributions: The Parties acknowledge that, due to the work of the HBC, projections provide that the HBC will have more than sufficient resources at its disposal to maintain offering the current options of health plans at the same level of coverage if 2020 contribution levels remain at 2019 levels. Consequently, the 2020 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.

5. Reserve Funds and Maintenance of/Limitations on Reserve Fund: The Plan Consultant's projections indicate that with these proposed terms, the HBC will continue to have a sizeable reserve balance on December 31, 2020. 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, 2020, the District Contribution for the 2020 Plan Year shall be increased to ensure unspent reserves of no less than \$100,000,000 at the beginning of the 2021 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 December 31, 2020 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 2021 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.

APPENDIX C

- 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 2018 would be subject to implementation (assuming that it is finalized) effective by January 1, 2020).

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 2018, 2019 and 2020, and expire December 31, 2020. The parties agree to begin bargaining for a successor healthcare agreement upon request by either party after March 15, 2020.

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 2018-2020, replacing and superseding all prior negotiations, proposals, and the 2015-2017 Health Benefits Agreement, except that it shall have no impact on the terms and conditions of the previous MOU for the 2017 calendar year. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for the 2018-2020 Health Benefits that are not explicitly stated in this Agreement. This Agreement may be amended or supplemented, but only by mutual written agreement.

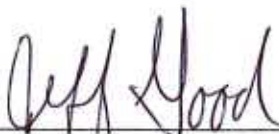
IT IS SO AGREED:



On behalf of Los Angeles Unified School District



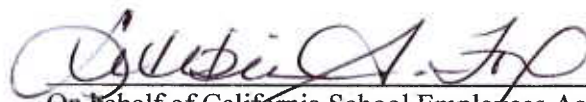
Date


 On behalf of United Teachers Los Angeles

1-18-18
 Date


 On behalf of Associated Administrators of Los Angeles

18 JAN 18
 Date


 On behalf of California School Employees Association

1/18/18
 Date


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

1-18-2018
 Date


 On behalf of Los Angeles School Police Association

1/18/18
 Date


 On behalf of Los Angeles School Police
 Management Association

01/18/2018
 Date


 On behalf of SEIU, Local 99

01/18/2018
 Date


 On behalf of Teamsters, Local 572

1/18/18
 Date

Adopted and approved by the Board of Education on: _____

Date

By: _____
 Monica Garcia, Board President