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# AGREEMENT



**Los Angeles County  
Office of Education**  
Leading Educators • Supporting Students  
Serving Communities



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**Los Angeles County Office of Education  
and  
Local 99, SEIU  
(Clerical, Office Services and Technical Unit)**

**2012-2015**

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## **PREAMBLE**

It is the purpose of this Agreement to promote and provide for harmonious relations, cooperation and understanding between management and the employees covered by this Agreement; to provide an orderly means of resolving misunderstandings or differences that may arise under this Agreement; and to enable management and the employees to provide the highest level of services to the community we serve.

## **STATEMENT OF AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of March 2013, by and between the Los Angeles County Office of Education, hereinafter referred to as the "Office," jointly referred to as the "Office," and the SEIU Local 99, hereinafter referred to as the "Union." The Union is a local of the Service Employees International Union.

## ARTICLE I RECOGNITION

The Office confirms its recognition of the Union as the exclusive representative for all job classifications identified in the Salary Schedule S.

Any new classification created within the Office during the term of this Agreement shall be accreted to the bargaining unit unless excluded below. The Union shall be notified of such accretions and will have the opportunity to review the proposed new classifications prior to adoption by the Personnel Commission.

In the event the Office adds new programs and/or projects or renews existing programs and/or projects, this Agreement shall include employees in classifications accreted to the unit.

When accretions are approved by the Personnel Commission, the Office shall provide the Union with a list of such accretions within ten (10) working days after the end of every quarter in which accretions occur.

This Agreement will not supersede State or Federal law or regulation or funding source restrictions placed upon the Office.

### Excluded:

The unit shall exclude all classified employees in classifications not listed as inclusions above including, but not limited to, School Crossing Guard, Paraeducator classifications of any type; all non-classified, unclassified, and certificated personnel; all casual, temporary, or limited-term personnel; all restricted personnel; except as noted above; substitute personnel of any description; professional experts and any other persons excluded from the classified service, all management, supervisory, and confidential personnel as defined in Government Code Sections 3540.1(g), 3540.1(c), and 3540.1(m).

It is agreed that the above-described unit is the only appropriate unit, and neither party hereto shall seek by any means, including but not limited to, utilization of Public Employment Relations Board (PERB) administrative proceedings to revise or change said unit description in any way, except with respect to the appropriate placement of any newly created job classifications. However, nothing herein shall prohibit changes to the unit by mutual consent.

Disputes relating to this Article are not subject to the grievance provisions of Article V. Disputes regarding unit determination shall be resolved by petitioning PERB as provided by Government Code Section 3542.

## ARTICLE II DEFINITIONS

- A. BOARD - Shall mean the Los Angeles County Board of Education.
- B. DOMESTIC PARTNERSHIP - Shall mean a domestic partnership where both persons have filed a Declaration of Domestic partnership, which complies with requirements of California's Domestic Partner Rights and Responsibilities Act of 2003 (California Family Code 297 and 297.5) and all requirements therein. Existing domestic partner relationships acknowledged by the Los Angeles County Schools Joint Benefits Trust will continue to be recognized.
- C. EMPLOYEE - Shall mean any person employed by the Office in any capacity, including unit members.
- D. IMMEDIATE ADMINISTRATOR - Shall mean the administrator or manager who has direct responsibility for supervising the unit member in question. The immediate administrator shall not be a unit member.
- E. IMMEDIATE FAMILY - Shall mean:

### Bereavement Leave

Any relative living in the immediate household of the employee.

Brother (brother-in-law, half-brother, stepbrother)

Daughter (stepdaughter, daughter-in-law,)

Domestic Partner

Father (stepfather, father-in-law)

Granddaughter

Grandfather (including grandfather of spouse)

Grandmother (including grandmother of spouse)

Grandson

Mother (stepmother, mother-in-law)

Sister (sister-in-law, half-sister, stepsister)

Son (stepson, son-in-law)

Spouse

### Family and Medical Leave

Parent - Shall mean the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. The term "parent" excludes parent "in-law" and grandparents.

Son or daughter - Shall mean a biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing in loco parentis, who is:

- a. under 18 years of age, or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

Spouse - Shall mean a husband, wife or domestic partner; unmarried domestic partners are excluded from the definition of "spouse."

- F. JOINT BENEFITS COMMITTEE – Formerly the Joint Benefits Trust.
- G. OFFICE - Shall mean the Los Angeles County Board of Education and Superintendent of Schools jointly as the employer, together with their designated representatives.
- H. STEWARD’S COUNCIL - Shall mean the elected body of stewards that represent members of SEIU Local 99.
- I. SUPERINTENDENT - Shall mean the chief executive officer of the Office or his/her designee(s).
- J. TRUST - Shall mean the Los Angeles County Schools Joint Benefits Trust.
- K. UNION REPRESENTATIVE – Shall mean SEIU Local 99 Director of Special Districts and/or the Field Representative.
- L. UNIT MEMBER – Unless otherwise clearly indicated by the context, shall mean any person employed by the Office in a position or classification, which is included within the description of the negotiating unit described in Article I.
- M. WORKING DAY OR WORKDAY - Shall mean any regularly scheduled day which has not been declared a holiday by the State of California or the Office.



**ARTICLE III  
RETAINED RIGHTS**

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2, and all rights and powers not limited by the express terms of other Articles of this Agreement, are reserved to the Office. It is agreed that such reserved rights include, but are not limited to, the exclusive right to determine the following:
1. The legal, operational, geographical, and organizational structure of the Office, including all advisory commissions and committees;
  2. The financial structure of the Office, including all sources and amounts of financial support, funding, and debts, and all means or conditions necessary or incidental to securing the same, including full compliance with any and all federal, state, and/or local regulations, qualifications or requirements posed by law or funding sources as a condition to receiving funding, all budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  3. The acquisition, disposition, number, location, types, and utilization of all Office properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
  4. All services to be rendered to the public, to school districts, to the State Department of Education, and to the State Superintendent of Public Instruction; all services to be rendered to Office personnel in support of the aforementioned services; the nature, methods, and standards of services, and the personnel, facilities, vendors, materials, and equipment, to be used in connection with such services; and, subject to Educational Code restrictions, the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services, and staffing patterns, the types of personnel required, and contracting out of work. However, the parties agree that there shall be no reductions or layoffs of unit members as a result of any such contracting of services;
  5. The utilization of personnel not covered by this Agreement, including but not limited to substitute, temporaries and supervisory, confidential or managerial personnel, to do work which is normally done by personnel covered hereby;

6. The selection, classification, direction, promotion, demotion, discipline, termination, layoff, and retirement of all personnel of the Office subject only to limitations of law; the duties and standards of performance for all employees; affirmative action and equal employment policies and programs to improve the Office's utilization of women, handicapped, and other minorities; the assignment of any employees to any location (subject to Article X, Transfers), and also to any facilities, functions, activities, tasks or equipment; the number of employees, and the determination as to whether, when, and where there is a job opening;
  7. The dates, times, and hours of operation of any Office facility, function, service, or activity; the assignment of overtime (subject to Article IX, Compensation);
  8. Safety and security measures and rules for all personnel, the public, properties, facilities, vehicles, materials, and equipment.
- B. The right to "determine," as used above, includes the right to establish, change, discontinue, in whole or in part, permanently or temporarily, any of the above matters.
  - C. The above-mentioned rights and powers of the Office are also intended to include and preserve the rights and powers of the Personnel Commission as prescribed by law. In accordance with the provisions of Education Code Section 45261, this agreement supersedes rules of the Commission, in areas specified.
  - D. The exercise of any right herein reserved to the Office in a particular manner, or the nonexercise of any such right, shall not be deemed as a waiver of the Office's right nor preclude the Office from exercising the right in a different manner.
  - E. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the Office, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article V. However, nothing herein shall prohibit the filing or processing of a grievance alleging violation of an express term of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

## ARTICLE IV UNION RIGHTS

### A. Access

1. The Union representative in accordance with conditions noted herein, has the right of reasonable access to Office facilities for the purpose of contacting unit members to transact lawful Union business. The Union representative will make every effort to insure that his/her conduct of Union business results in nothing more than a minimal interruption or interference with the work activities of the Office.
2. Contacts with unit members by stewards and/or department representatives normally shall be limited to non-duty hours, such as breaks, duty-free lunch periods, and before and after the workday. Contacts with unit members may be at other times upon extenuating circumstances, with prior notification and concurrence of the unit member's immediate administrator, or the administrator in charge. In the event the immediate administrator or administrator in charge fails to concur, the Union may seek, from the Superintendent or designee, review and prompt disposition of the matter.
3. The Union may utilize Office facilities outside of duty hours for meeting purposes, and any such meetings and other utilization shall be subject to provisions of the Civic Center Act.

### B. Distribution and Posting of Material

The Union may distribute organizational literature on Office property subject to the following provisions:

1. No person shall distribute literature on Office property in a place or manner which interferes with unit members or employees who are performing their duties.
2. Literature may be distributed or left for pickup in staff rooms, break/lunch areas, unit member mail boxes, or in other appropriate site locations as designated by the site administrator.
3. The Division Director or the Office of Labor Relations shall be supplied with a complete copy of materials or literature that will be distributed or posted.
4. The Union shall have the right to post notices of Union concerns on bulletin boards regularly established for unit members as long as

such notices are consistent with the content responsibility stated herein.

5. The Office shall designate a portion of regularly established bulletin boards for Union use.

C. Use of Internal Mail and E-Mail System

1. The Union shall be allowed to continue lawful use of the internal school mail system and E-mail system to distribute materials to the bargaining unit provided (a) the materials distributed are not solely for the purpose of Union business, and (b) the Superintendent or designee is provided a complete copy at the time the materials are deposited and/or posted in the office mail system. Specific letters, notes and other communications to individuals, or materials solely for the purpose of Union business, shall not be distributed by the internal mail system unless correct postage is affixed. The Office will allow the Union to utilize the e-mail system to communicate with members to the extent permitted by law. Union stewards shall be allowed access to the Office internal e-mail system, where available, consistent with Office standards and the Acceptable Use of Technology Board Policy 3950 for use of e-mail and all criteria that apply to the use of the Office internal school mail system.
2. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system. For purposes of application to this section, "solely for the purpose of Union business" shall be defined as including, but not limited to, (a) internal organizational business or elections, (b) political or ideological activities as defined by law, (c) certification and decertification elections, or organizing for recognition purposes, and (d) information concerning the amount of an agency fee.
3. The Office will provide delivery and pickup for lawful materials to the Union office at such times as pickup and delivery is made to Office facilities in close proximity to the Union office.

D. Content Responsibility

Any literature to be distributed or posted must be dated and must signify the person and the Union responsible for its promulgation. The Union assumes full legal responsibility for the content of its literature and agrees to indemnify and hold the Office harmless against any claims and costs arising out of the promulgation and distribution of such literature.

E. Unit Member Lists

The Office shall furnish the Union monthly, without charge, a list of names and site locations of all unit members. Addresses and telephone numbers of unit members shall also be furnished to the Union upon request and upon prior authorization of the unit members. Change of addresses and telephone numbers of unit members who have authorized the release of same will be furnished to the Union quarterly. The Union agrees to use such information for internal organizational purposes only and agrees not to disclose this information to any third party.

F. Board Agenda and Minutes

The Union shall receive two copies of the complete agenda and minutes of all Board of Education meetings, with the exception of minutes of executive sessions or other confidential minutes, communications or materials. An authorized Union representative may address items on the Board of Education agenda in a manner and procedure provided for in Board of Education policy.

G. Organizational Security

1. Employee Rights

The Office and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Union shall not be compulsory.

A unit member has the right to choose either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 6.a., of this Section.

2. Payroll Dues Deduction

Salary warrants to unit members covered by this Agreement shall be reduced by the amount which has been voluntarily authorized in writing by the unit member for the purpose of paying monthly membership dues of the unit member of the Union and its affiliates. Such written dues authorization shall be revoked upon written notice to that effect from the unit member, and such revocation shall be effective commencing

with the next monthly pay period. The Office shall, on a monthly basis, draw its order upon funds of the Office in favor of the Union for the amount equal to the total of dues deductions made during that month and shall furnish a list of unit members affected, together with the amount deducted from each unit member's salary warrant.

3. Agency Fee (Fair Share)

The agency fee provisions are listed as follows:

- a. Any bargaining unit member who does not fall within the exempted category as set forth in Section G.6., of this Article, and who has not voluntarily made application for membership in the Union within thirty (30) days following the date upon which said employee has been formally hired by the Office as a bargaining unit member, must as a condition of continued employment in the Office as a bargaining unit member, pay to the Union a representation fee in the amount allowed by Government Code Section 3540.1(i)(2). The unit member may authorize payroll deduction for such fee in the same manner as required for the payment of membership dues. There shall be no charge to the Union for such mandatory agency fee deductions. Representation fees shall be for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Union.
- b. Prior to beginning such automatic payroll deduction, as set forth in Section G.2., of this Article and pursuant to Education Code Section 45168, the Union will certify to the Office in writing that:
  - 1) the employee whose pay is to be affected by the deduction has:
    - (a) refused to join the Union;
    - (b) refused to tender the amount of the service fee as defined herein; and
    - (c) not applied for an exemption under Section 6 herein; and
  - 2) the Union is complying with current Public Employment Relations Board requirements.

- c. The written certification in 3.b., of this Article, shall be a condition precedent to any collection of the service fee by the Office.
  - d. The Office and Union agree to furnish any information needed by the other to fulfill the provisions of this Article.
4. **Dispute Over Amount of Service Fee**
- Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.
5. **Annual Verification of Service Fee by Union**
- The Union will file in a timely manner with the Office a copy of the written notice required by the regulations of the Public Employment Relations Board.
6. **Unit Members Exempted from Obligation to Pay Service Fee**
- a. Any unit member shall be exempt from the requirements of a service fee as a condition of employment if such unit member is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.
  - b. Such exempt member shall, as an alternative to payment of a service fee to the Union, pay an amount equivalent to the representation fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
    - Special Education Division
    - Tribute Fund;
    - American Cancer Society;
    - American Heart Fund;
    - United Way;
    - Dollars for Scholars; or
    - Stewart and Lynda Resnick Fund
  - c. Proof of payment may be required in the form of receipt and/or cancelled check indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this cash contribution. The

Union shall have the right of inspection in order to review said proof of payment.

- d. As a condition of continuous exemption from the provisions of this Article, the unit member shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body specified in Section G.6.a., of this Article, on an annual basis to the Union. The Union shall notify the Office of the unit members who meet the above conditions for exemption and upon request will forward to the Office the above listed documents.
- e. Any unit member making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in her/his behalf, shall be responsible for paying to the Union the reasonable cost of pursuing said grievance and arbitration procedures.

#### 7. Office Obligations

The Office's obligations under this Article are:

- 1) to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment with the Office, such unit member must either become a Union member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and
- 2) deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the Office be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

#### 8. Hold Harmless Provisions

- a. The Union, as defined by this Agreement, shall hold the Office harmless and shall fully and promptly reimburse the Office for reasonable legal fees and legal costs incurred in responding to or defending against any legal claims or legal challenges, which are actually brought against the Office or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include legal costs and attorney's fees incurred by the Office.



- b. Upon notice that the Office is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the Office regarding the reasonableness and merit of any claim, demand, suit or action for which the Office seeks indemnification, and shall attempt to agree whether any such action listed in Section 3 of this Article, Agency Fee, shall be compromised, resisted, defended, tried or appealed.
- c. In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the Office will defer to the Union's interest if the Office does not have a distinct and separate legal interest in the matter in dispute.
- d. The Office shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the Office be entitled to any such reimbursement when the Office's efforts in defending against such action would be duplicative, or when the Office is defending a separate and distinct legal interest or when the Office is defending an activity which is arguably subject to criminal liability on the part of any Office administrator.

#### H. Personnel File Review

Upon request of a unit member, the Union shall be entitled to have one representative accompany the unit member to review the unit member's personnel or grievance file outside of duty hours. A Union representative, with the written consent of the unit member, may inspect that unit member's personnel or grievance file at any time during regular office hours. Stewards authorized to review a personnel file shall do so during office hours. Such time shall be charged to Union Leave. An employee within the bargaining unit shall be advised of, and entitled to read any statement by the employee's supervisor regarding work performance or conduct, if such statement is to be placed in the unit member's personnel file. The employee shall acknowledge having read such material by signing on the copy to be filed; such signature does not necessarily indicate agreement with its contents. If the employee refuses to sign, the supervisor shall note the unit member's refusal on the copy, and sign and date the copy to be filed.

## I. Stewards

The Office recognizes that the Union may appoint a reasonable number of unit members to serve as stewards to help carry out lawful Union activity.

The authority and limitations therein of a steward shall include:

1. Stewards may utilize Union Leave, pursuant to Article VII, Section B.10 of this Agreement, to perform the following duties. Prior approval will be necessary except for meetings with management scheduled by the Office of Labor Relations. Such approval will be granted under reasonable circumstances.
  - a. Investigation of grievances, including matters that may become grievances.
  - b. Transmission of Union written communication and messages to unit members.
  - c. Attendance by Union steward or designee unless attendance by more than one steward is requested by the Union at regularly scheduled Board meetings and Personnel Commission meetings.
  - d. Upon authorization of the unit member, to inspect the unit member's personnel file.
  - e. Other lawful Union business pertaining to LACOE business.
2. Reasonable release time will be provided as indicated below:
  - a. One (1) steward to represent unit member at actual grievance meeting (Level I and Level II) and Arbitration hearings, pursuant to Article V of this Agreement.
  - b. The appropriate number of stewards as determined by the Union and the Office of Labor Relations required to adequately negotiate matters within the scope of representation that may arise during the life of this Agreement, other than reopener negotiations as provided for in this Agreement.
  - c. Seven (7) stewards, which may include two alternatives, to negotiate a successor Agreement.

- d. Two unit members, appointed by the Union, to attend meetings of the Office Safety Committee, Budget Committee, and Central Shared Decision Making Council.
- e. Three unit members, including the Chief Steward, appointed by the Union, to attend meetings of the Los Angeles County Office of Education Joint Benefits Committee.

J. Newly Hired Employees

Upon finalization of the employment process, the Office will give each new unit member a letter/ brochure provided by the Union, together with a copy of the current Collective Bargaining Agreement.

K. Staff Orientation

The Union shall be permitted to have one (1) steward present information at any division level annual orientation meeting.

L. Shared Decision Making

The Union and the Office support shared decision making across the Office encouraging employees to participate in the critical decision making to assist the Office to better meet its goals.

Where Shared Decision Making/Diversity Councils exist throughout the Office, including central and site level councils, SEIU Local 99 shall have participation in those councils. The number of SEIU representatives in each shall be determined by the size of the council and the appropriate representation in proportion to the staff ratio in the unit.

SEIU Local 99 shall be included in any new shared decision making/diversity council created in the future in accordance with the above.

SEIU Local 99 recognizes that the councils shall refrain from making decisions on items pertaining to bargaining such as those found in the various collective bargaining agreements and determined by State and Federal law although not expressly included in the collective bargaining agreement.

Section L is not subject to the grievance provision of this Agreement.

**ARTICLE V  
GRIEVANCE PROCEDURES**

**A. General Provisions**

A grievance is an allegation by a unit member that the Office has violated an express provision of this Agreement and that, by reason of such violation, the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are other matters excluded as indicated elsewhere in this Agreement. The Office shall be the respondent in all cases. The Union may itself grieve only with respect to an alleged violation by the Office of the rights specifically reserved to the Union in this Agreement in Article IV. The filing or pendency of a grievance shall not delay or interfere with the implementation of any Office action during the processing thereof. If the same, or essentially the same, grievance is filed by more than one unit member, one grievant, subject to the concurrence of the other grievants, may process a grievance under this Article on behalf of himself/herself and the other involved grievants. The final determination shall apply to such concurring grievants.

If the grievant does not respond within the time periods specified in this Article, the grievance will be deemed settled on the basis of the decision last made by the Office. If the Office does not respond within the time periods specified in this Article, the grievance shall be deemed to be denied and grievant may pursue the matter to the next level. Any time limits or steps may be amended in a particular case by mutual written agreement.

**B. Informal Resolution**

Before filing a formal written grievance, the grievant is encouraged to resolve the matter by means of an informal conference with his or her immediate administrator. Although the informal resolution is generally conducted between the unit member and the supervisor, at the employee's request, a Union representative may attend the informal conference.

While the Union encourages informal resolution, it recognizes the unit member has a right to the formal process in the event resolution is not achieved at the informal step.

C. Level I

A Level I Grievance may be filed within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance. The grievant must present such grievance in writing to the immediate administrator. If neither the grievant nor the Union has actual or constructive knowledge of the occurrence of the grievance act or omission, or could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Union knew or could, with reasonable diligence, have known of the occurrence.

All grievances shall be written on the Office grievance form. The written statement shall be a clear, precise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference if such step was utilized, and the specific remedy sought.

Either party may request a personal conference with the other party. At the employee's request, a Union representative may attend the conference. The immediate administrator shall communicate a written decision to the unit member and the Union representative, if any, within ten (10) working days after receiving the grievance, and such action will terminate Level I.

D. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the next higher level administrator within ten (10) working days after termination of Level I.

The appeal shall include a copy of the original grievance and the decision rendered at Level I.

The next higher level administrator shall conduct an investigation into the allegations. The investigation shall include a personal conference with the grievant. This administrator shall communicate his/her decision within ten (10) working days after receiving the appeal, and such decision shall terminate Level II.

Upon the written request of the grievant, the Level II conference and investigation shall be conducted by an appropriate administrator, designated by the Superintendent, who is from a division other than the division of the grievant.

E. Arbitration

Grievances which are not settled at Level II, and which the grievant and the Union desire to contest further, shall be submitted to binding arbitration as provided herein, but only if the Union gives written notice to the Office within twenty (20) working days after the termination of Level II of its desire to arbitrate the grievance. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the Office shall not constitute a waiver by the Office of a defense that the dispute is not grievable.

F. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the Office receives the written notice of the Union's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days an arbitrator shall be selected from a list of arbitrators provided by PERB by alternative striking of names until one remains.

The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the list of arbitrators provided by PERB.

G. Motion to Dismiss

If the Office claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or the dispute has become moot, such a claim shall, at the option of the Office, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings that may be necessary. In the event the Office requires such a stay, and the decision of the arbitrator is that the matter goes forward on its merits, the Office will bear the cost of the arbitrator for that hearing. The Office may also, at its option and without prejudice, have such a claim heard along with the merits of the case. If the Office should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Union from seeking, through appropriate administrative or judicial proceedings, to compel the Office to proceed to advisory arbitration.

#### H. Submission of Statement to the Arbitrator

Prior to a hearing by an arbitrator, a representative of the Office and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event the parties are unable to jointly agree on a submission statement, each party shall present its own submission statement to the arbitrator at the hearing.

#### I. Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and upon arguments presented in briefs.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator are to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or not the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties interpreting or applying 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 addition, detracting, or revision) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

#### J. Arbitrator's Decision

The decision or award of the arbitrator within the limits herein prescribed shall be final and binding on all parties.

The grievance and arbitration procedures described above are to be the Union's and unit member's sole remedy for any claim to breach of this Agreement. This does not preclude appropriate judicial review.

K. Expenses

Fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be as provided in Section M of this Article.

L. Union Representation

The grievant shall be entitled, upon his/her request, to representation by the Union at all grievance meetings beyond the informal level. In situations where the Union has not been invited by the grievant to represent the grievant, the Office shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to state in writing its view on the matter.

M. Reasonable Released Time

Grievance meetings will be scheduled by the Office at mutually convenient times and places. When such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Union representative, if any.

N. No Reprisal

There shall be no reprisals against the unit member for processing a grievance at any level, or assisting a grievant in the above procedures. The Office will not include grievances in official documents nor include grievances in personnel files.

O. Grievance Files

The Office of Labor Relations shall coordinate the processing of grievances and maintain records dealing with the filing and processing of grievances, which are separate from the grievant's personnel file. Access to information about specific grievances, grievance files, or complaints shall be limited to the grievant, the designated representative and administrative personnel who have a legitimate need to have such information or access. Upon the conclusion of the grievance process, all grievance files or materials utilized during the process shall be collected by and returned to the Office of Labor Relations. No grievance files shall be kept except those maintained by the Office of Labor Relations, the Union, or the Grievant.



**ARTICLE VI  
HOURS OF EMPLOYMENT**

- A. For full-time unit members the normal workweek shall be forty hours (40). There shall be three types of consecutive workdays 5/40; 4/10; and 9/80. Five days, eight (8) hours, four days, 10 hours; nine days (8 days at 9 hours, 9th day at 8 hours with the tenth day off).

The scheduling of hours and workdays shall be at sole discretion of the Office, subject only to the limitations of this Article. A unit member may request and be granted by the immediate supervisor a regular earlier or later reporting time. Unit members will normally be assigned on regularly scheduled workdays and hours. Whenever possible, if any change in a unit member's regularly established workdays or shift change is to occur, the unit member shall be so notified in writing, at least five (5) workdays in advance. Existing unit members within the appropriate classifications who request a shift change when vacancies occur shall be given first priority in accordance with the criteria in Article X, Section E.

- B. Unit members who have been assigned for duty for at least six (6) hours shall be entitled to an unpaid, duty-free lunch period of thirty (30) minutes. Unit members shall be granted one paid rest period of fifteen (15) minutes during each complete four (4) hours of work not to be scheduled during the first and last hours of the assignment.
1. The combining of rest periods (breaks) will only be approved for extenuating circumstances by the division director as follows: If extenuating circumstances exist, the employee shall submit a written request to combine lunch and breaks, setting forth the reasons for the extenuating circumstances to the immediate supervisor, which shall be forwarded to the division director within five (5) working days. An extenuating circumstances request shall be approved or denied by the division director and shall not exceed six months unless the request is resubmitted in writing and approved. An extenuating circumstances request may only be denied for specific operational needs.
  2. The meal period may be extended and the work hours adjusted to accommodate more than a half hour lunch if it does not adversely impact specific operational needs. Requests to extend the meal period and to adjust the work hours shall be submitted in writing and approved or denied by the division director and shall not exceed one year unless the request is resubmitted in writing and approved.

Unit members who are scheduled to work eight (8) hours with a scheduled unpaid duty free lunch period of one (1) hour shall not be required to submit a request for a one (1) hour lunch.

The requests for combining lunch and breaks and/or adjusting work hours to extend lunch breaks shall be considered separately and on their respective merits.

C. Alternative Workweek

1. The Office shall continue to allow alternative workweeks pursuant to Education Code Section 45132 and 45133. Such alternative workweeks will be voluntary with the unit members, and will exist only upon the written approval of the site administrator and division director. Other workweek schedules not otherwise prohibited by law may be implemented by the Office.
2. Criteria used by the supervisor in approving an alternative workweek schedule, and/or allowing or removing an employee from alternative work-week shall include, but not be limited to the following business related reasons:
  - a. Adequacy of staff/supervision available to provide service to public and school site staff;
  - b. The safety of the personnel resulting from the modified workweek;
  - c. Mixing of duties and functions of various classifications; and
  - d. The productivity, efficiency and morale of the site staff.
3. The implementation, cancellation or temporary reversion of an alternative workweek schedule may be initiated by the Office. Prior to implementing any change to the work schedule, the Director of Labor Relations shall review the process to ensure the Office made every effort to obtain input from all affected unit members.
4. Any alternative workweek schedule issue including reversion back to a traditional workweek, at the request of the affected unit member, Union representative, or supervisor shall be submitted for review by the Director of Labor Relations to a joint Union-Management Committee consisting of two (2) unit members designated by the Union and two (2) managers designated by the Office. The committee shall meet and make a

recommendation within the five workday timeline provided under Article VI, Section A of this Agreement.

The committee's recommendation shall be provided to the appropriate Division Director or Assistant Superintendent who shall render a final decision based upon business related reasons. Failure of the committee to make a timely recommendation as provided in Section C.4., of this Article, shall not stay or suspend any change. Such decision shall be in writing and include the business related reasons upon which the decision is based.

5. The Office will continue the practice that all new or revised alternative work plans must meet with the approval of the Division Director or Assistant Superintendent before implementation.

**ARTICLE VII  
LEAVES OF ABSENCE, VACATIONS and HOLIDAYS**

**A. General Provisions**

A leave of absence is an authorization for a unit member to be absent from duty, for a specific period of time, and for an approved purpose specified below.

The leave protects the unit member by holding a place for such member in the Office until the leave expires, with the right to return to the Office at the conclusion of the leave in accordance with existing law, provided the position would have otherwise remained.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, insurance fringe benefits, retirement credit and other benefits required by existing law, the same as if they were not on leave. Unit members on unpaid leave, during any pay period, shall receive their insurance fringe benefit (health and welfare) coverage for the balance of that pay period. Thereafter, unit members shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan for one calendar year, provided they make advance payment of the premiums in a manner required by the Office. Apart from this benefit, the unit member shall receive no wages, fringe benefits, retirement service credit or other credits during the duration of any unpaid leave.

Part-time unit members shall be entitled to proportional leaves of absence in the same ratio that their amount of service, i.e., average number of hours per day of scheduled duties, bears to full-time service.

It is agreed that a unit member who is absent from work, other than for those days as authorized by state law or for leaves authorized by provisions of this Agreement, is taking an unauthorized absence in violation of this Agreement. The Office shall deduct a full daily salary amount for each day of absence.

Any unit member who is absent from work without being on an approved leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the Office. Such action by the Office shall not act to waive due process rights, if any, of the unit member.

Unit members with one (1) or more years of service who are on an unpaid leave of absence or paid vacation may convert such leave or

vacation to a paid leave of absence, subject to approval, provided leave to be converted is requested within sixty (60) days.

The Office may require reasonable proof for utilization of leave provisions contained in this Article.

Unit members shall inform their immediate administrator as soon as possible of an absence from service and the expected duration of such absence. Any deviation from the information provided to their immediate administrator about the duration of absence shall be reported as soon as possible and in enough time for appropriate action to readjust work schedules or cancel any scheduled substitutes.

Abuse or misuse of any leave privileges by a unit member shall be cause for disciplinary action.

## B. Compensated Leaves of Absence

### 1. Bereavement Leave

A unit member shall be allowed up to three (3) days of absence with pay upon the death of any member of the unit member's immediate family, irrespective of work schedule.

If travel out of state is required, or in the state north of the northern boundaries of Monterey, San Benito, Merced, Mariposa, Madera, Fresno and Inyo Counties, the length of leave may be extended up to a total of forty (40) hours.

The Office may require verification of the death, relationship and necessity of the absence and travel.

The use of the leave shall commence within thirty (30) calendar days after the death of the member of the immediate family. Upon request, this limitation may be waived for extenuating circumstances. At the sole discretion of the Office, additional days of absence beyond those described herein are permitted under Personal Necessity Leave upon written request; or vacation leave section E, 4.

The use of this leave shall be exclusive of any other leave pay, and no deduction shall be made from any accumulated leave of absence balance.

## 2. Illness, Accident, or Quarantine Leave

### a. Purpose

The purpose of illness, accident or quarantine leave, unless otherwise provided in this Article, shall be for an illness, injury or legally established quarantine, which makes it impossible for the unit member to perform normal duties on a scheduled workday.

### b. Allowance

A full time unit member on paid status eight (8) or more hours per day for twelve (12) months per year, shall be granted twelve (12) days (96 hours) leave of absence for illness leave each year. Unit members employed part-time and/or for less than a full year shall be granted proportional leaves of absence for illness leave in the same ratio that their employment bears to full-time, twelve (12) month employment.

At the beginning of each fiscal year, the amount of illness leave granted under this section shall be credited to each unit member. Credit for illness leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new unit member of the Office shall not be eligible to take more than 48 hours for illness until the first day of the calendar month after completion of six (6) months of active service with the Office. If the unit member terminates employment, having used more illness leave than has been accrued, an adjustment will be made on the final warrant.

If a unit member does not take the full amount of illness leave allowed in any fiscal year, the amount not taken shall be accumulated from year to year without limit.

In addition to the full-paid illness leave, each unit member shall, at the commencement of the fiscal year, be credited with a combined total of eight hundred (800) hours at fifty percent (50%) pay illness leave and all full-paid illness days accumulated and credited. Such leave shall run concurrently with illness leave. Full-paid illness is used first, and if exhausted, any remaining fifty (50%) percent leave is then used. Unit member's utilization of vacation, holidays and other full-paid leave shall not reduce the illness leave allowance. Vacation may be taken in lieu of illness leave and so recorded. For purposes of evaluation regarding attendance concerns, any

vacation taken in lieu of sick leave shall be considered as illness.

At the conclusion of all leaves of absence, paid or unpaid, the unit member may request an unpaid leave for up to twelve (12) workweeks during a twelve month period, if eligible, under the Office's Family and Medical Leave policy. Following such family medical leave, if the unit member is unable to assume the duties of his/her position, he/she shall be terminated from service and placed on a reemployment list for a period of thirty-nine (39) months.

If at any time during the prescribed thirty-nine (39) months the unit member is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The unit member's reemployment will take preference over all other applications except for those laid off for lack of work or funds under Education Code Section 45298 in which case he/she shall be ranked for reemployment according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

Any unit member who has been employed for a period of one (1) calendar year or more and whose employment is terminated for reasons other than action by the former employer for cause shall have accumulated illness or injury leave transferred to a subsequent employer if such employment occurs within one (1) year of termination. In cases where the unit member is terminated for cause, such a transfer may be made only if agreed to by the new district or county superintendent of schools.

c. Payoff of 100% Illness Leave Upon Termination

Upon termination from service, a classified unit member employed by the Office prior to the 20th day of February 1996, shall be considered an eligible employee for the purposes specified in the following and may elect to receive a lump sum payment for accumulated full-paid illness leave, subject to the conditions listed below, or have such accumulated full-paid illness leave certified to PERS for retirement credit.

- 1) Accumulated unused illness leave transferred to the Office from another public entity in accordance with Education Code Section 45202 shall be subject to a lump sum payoff award; however, years of service in the other agency

shall not be counted in calculating the lump sum payoff award.

- 2) A unit member's accumulated unused illness leave transferred to the Office from the County of Los Angeles on July 1, 1971, as a result of reorganization of functions pursuant to Education Code Sections 1310-1316, shall be subject to a lump payoff award and the number of years with the County of Los Angeles as a regular (probationary or permanent) employee shall count in calculating the lump sum payoff award.
- 3) The maximum amount of accumulated illness leave applicable to the lump sum payment shall be calculated as follows:
  - a) Not to exceed 48 hours of unused full-time leave days times the number of years of service
  - b) Total maximum of 720 hours of unused full-paid illness days
  - c) Payment shall be at the daily current salary rate of the unit member effective on the date of termination.
- 4) If the eligible unit member terminating elects the lump sum payment for unused illness leave, and joins another public entity to which unused accumulated illness leave may be transferred, the remaining balance of unused illness leave shall be transferred pursuant to Education Code Section 45202.
- 5) Permanent eligible part-time unit members shall be entitled to a lump sum payment for unused accumulated illness leave, subject to the conditions described above in the same ratio that their amount of service; i.e., average number of hours per day of scheduled duties, bears to full-time service.
- 6) An eligible unit member who becomes a certificated employee or non-classified employee with the Office shall retain all unused illness leave, except that only leave accumulated at the point of transition shall be subject to payoff upon later termination if still unused. Any subsequent earned leave shall be subject to conditions of the appropriate bargaining Agreement or Board Policy as may be applicable.



- 7) A certificated or non-classified employee of the Office who becomes a unit member shall not be eligible for the lump sum payment of unused illness leave as if the unit member was a classified employee the entire period of employment.
- 8) Classified unit members hired by the Office after February 20, 1996, shall not be eligible for lump sum payment for accumulated illness leave upon termination from service. Such member shall have any accumulated illness leave transferred to another school district in accordance with Education Code Section 45202. A unit member hired after February 20, 1996, who retires upon termination shall have unpaid illness leave accumulation credited for retirement.

At least fifteen (15) working days prior to the exhaustion of all leave for extended illness, the Office will send a written notice which will inform the unit member of the date leave will be exhausted, the option of utilizing any accumulated vacation time, the option of applying for non-compensated leave, the rights under COBRA to continue health benefits upon payment, and the potential placement on a reemployment list as set forth above.

d. Illness Verification

- 1) The Office will not normally require a designation of the nature of the illness. However, if at any time the Office has a reasonable basis to believe the unit member has abused the leave or has taken leave for improper purposes, then the Office may require a verification of the illness. Except for good cause, physicians' statements submitted by a unit member as verification of illness leave will be accepted if the general nature of the illness or injury is identified and the duration of necessary absence from work is specified.
- 2) If the Office has a reasonable basis to believe that the unit member's absence from work is chronic in nature, and the unit member has been informed in writing that attendance is a matter of concern, the Office may require verification of the unit member's medical condition, which may include a written statement from the unit member's physician for subsequent absences. This verification may also include a medical examination by the Office-appointed physician at the expense of the Office. For purposes of evaluation regarding attendance concerns

any vacation in lieu of sick leave shall be considered as illness. Upon return from any extended disability leave, the Office will routinely require the unit member to furnish written medical evidence from a physician releasing the unit member to return to service.

e. Light Duty

- 1) The Office will attempt to provide a suitable work assignment for a unit member who, due to temporary disability, is not able to perform all of his/her regular duties. Such assignment, termed "light duty," will be made by the Office if the following conditions are met:
  - a) The Office has suitable work available that the unit member is able to perform without concern for further disablement;
  - b) The Office is provided with a full and complete release from a physician as to the unit member's ability to perform the light duty assignment; and
  - c) The supervisor may consult with Human Resource Services and the unit member for placement in a vacant position in the unit member's classification that constitutes a reasonable effort to modify duties to meet the stated restrictions. The unit member shall be expected to perform the modified duties of the job.
- 2) Initially, a light duty assignment will be for no more than ninety (90) calendar days, but may be extended for an additional ninety (90) calendar days.
- 3) Light duty assignments are temporary and do not affect the classification or salary of the unit member. Whenever possible, light duty assignments will be made from within the unit member's work unit. And, whenever possible, the duties assigned will be within the unit member's classification.
- 4) In lieu of being on leave for an injury which qualifies for industrial accident leave, workers' compensation leave, or disability leave, the Office may assign a unit member to partial or light duties pursuant to Section B.2.e.1) of this Article. If the employee's physician does not provide a full release for light duty, the Office may require a medical examination by a physician selected by the Office at the Office's expense. In such instances, workers'

compensation may apply for any recurrence of the injury caused by the placement on light duty.

- 5) If a unit member who is on temporary disability becomes a qualified individual with a permanent disability, the Office shall make every attempt to comply with Americans with Disabilities Act pursuant to the provisions of Board Policy.
- 6) If the unit member is unable to perform the modified duties of his/her position as determined by the Office physician, and all available leaves of absence, paid or unpaid, have been exhausted, the unit member may request, if eligible, an unpaid leave for up to twelve (12) workweeks during a twelve (12) month period, if eligible, as provided by the Family Medical and Leave Act and Board Policy. Following leave, if the unit member is unable to assume the modified duties of his/her position, he/she will be terminated from service and placed on a reemployment list for a period of thirty-nine (39) months.

### 3. Industrial Accident/Illness Leave

#### a. Eligibility

Permanent unit members who are absent from active duty due to accident or illness resulting from duties within the scope of employment may request industrial accident/illness leave.

Accrued illness leave or vacation, if any, shall be used provisionally until the disposition has been made of the unit member's request by the Office and its workers' compensation carrier or administrator. If granted, industrial accident/illness leave shall be retroactive, and any provisionally used illness leave or vacation shall be restored.

If the Office does not contest that the illness results from duties within the scope of employment, and the workers' compensation administrator has not completed the processing of the claim, the unit member will be eligible to conditionally use industrial accident leave after exhaustion of all accrued vacation and "full-paid" illness leave.

#### b. Benefits

The allowable leave is 480 hours per fiscal year and is not cumulative. No more than 480 hours may be used for each accident or illness.

Should the leave extend into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for that particular accident or illness.

Salary received during this leave, when combined with any amount awarded for temporary disability indemnity (workers' compensation or any other Office benefit), shall not exceed the unit member's regular salary.

Upon the expiration of the industrial accident/illness leave, a unit member shall be entitled to utilize all accrued illness leave and vacation. Thereafter, the unit member may request in writing one extension of industrial accident/illness leave up to 160 hours. A medical verification of need shall accompany the written request. Upon written request and medical verification of need, two (2) additional such extensions of 160 hours may be approved by the Office, but in no event will the number of days approved for extended industrial accident/illness leave be more than one-half (1/2) of the accrued fulltime illness days used by the unit member. Denial of such extension of industrial accident/illness leave shall not be subject to the grievance procedure set forth in Article V, except upon grounds that the denial was based upon arbitrary or capricious grounds. Upon exhaustion of industrial leave, the unit member is entitled to any other leave pursuant to this Article. Thereafter, the unit member shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request unpaid leave, as is appropriate for his/her recovery, with medical verification, as provided by the Family and Medical Leave Act.

#### 4. Personal Necessity Leave

##### a. General

Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours. Such unit member may elect to use not more than 56 hours per year of unused sick leave for purposes of approved personal necessity leave. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of hours of personal necessity leave shall not exceed the number of hours of unused sick leave accumulated during the regular school year to which such member is entitled.

The unit member shall submit a request for personal necessity leave approval on an approved form to the immediate administrator not less than five (5) workdays prior to the beginning date of the leave, except as noted herein. The immediate administrator shall inform the unit member of denial or approval of the leave request two (2) days prior to the requested beginning date of the leave. Grounds for denial shall not be arbitrary or capricious.

b. Emergency

The prior approval requirement shall not apply to the following reasons:

- 1) Death or serious illness of a member of the immediate family. Requests granted under this section shall be in addition to those provided under Bereavement Leave of this Article.
- 2) Accident or imminent danger of accident involving the unit member or his/her property, or the person or property of a member of the immediate family, or other unforeseen problems affecting the unit member's person or property which would necessitate the unit member's immediate attention during working hours.
- 3) Attendance at a funeral of a close friend or a member of the unit member's family other than the immediate family. Only time necessary to attend the funeral is allowable, with a maximum of one (1) day, irrespective of work schedule, for this purpose.
- 4) A maximum of forty (40) hours may be used in connection with the birth or adoption of a child of a parent who is a unit member.

When prior approval is not required, the unit member shall make every reasonable effort to comply with procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence.

- 5) Subpoena to appear in court or before another duly constituted body as a witness, if required within five (5) days of issuance. The unit member shall reimburse to the Office any witness fees received but not witness expenses.

6) The unit member shall use only that amount of time necessary to adequately attend to the matter of the necessity.

c. Non-Emergency

Examples of personal necessity leave advance approval are: Subpoena to appear in court or before another duly constituted body as a witness, if required with five (5) or more days of issuance. The unit member shall reimburse to the Office any witness fees received but not witness expenses.

Medical or dental appointments which are preventive in nature and cannot be scheduled during other than working hours.

Participation in lawful activities or observances which are during work hours in which the unit member conscientiously believes he or she must participate.

Marriage or graduation from high school or college of a member of the unit member's immediate family.

Matters affecting the person or property of the unit member or unit member's immediate family which are serious in nature and necessitate the attention of the unit member and can be dealt with only during duty hours.

d. Prohibited Personal Necessity

Examples of reasons for which approval shall not be granted are:

Political activities or demonstrations.

Holiday, vacation, recreation or social activities.

A convention or meeting related to the unit member's avocation or profession.

Civic or organizational activities. Unit member's Union activities.

Activities related to spouse's business, profession or avocation.

Pursuit of professional degree or academic course work, or pursuit of business interests or other employment.

Processing grievances or personal lawsuits or appealing traffic tickets.

Court appearances as the moving party or as a defendant in a criminal suit.

Activities which may be scheduled or conducted during other than working hours and which could be reasonably scheduled on weekends or during vacations.

Absence due to violation of Article XII, Work Stoppage.

e. Verification

Upon return to active service the unit member shall complete the Absence Claim report and submit it to the immediate administrator and shall provide such additional verification of the use of these leave provisions as may be requested by the immediate administrator.

f. Discretionary Personal Necessity Leave

Sixteen (16) hours of personal necessity leave may be used by a unit member at his/her discretion to attend to matters which require the attention of the unit member and which the unit member determines must be taken care of during the assigned workday. No more than 10% of any staff in the working unit per shift may be granted such leave for the same day. The unit member shall submit notification for Discretionary Personal Necessity Leave to the immediate Administrator at least two days prior to the beginning date of the leave.

Personal Necessity Leave may not be utilized due to any work stoppage, work slowdown, strike, or any "job action" activity.

The Office reserves the right to review each request and to verify such request by any appropriate means. The Superintendent or designee shall be responsible for

granting or denying the request. Requests shall not be arbitrarily or capriciously denied.

5. Jury Duty Leave

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in a local, state or federal court. The leave shall be granted for the period of the jury service not to exceed ten (10) days per fiscal year. The Office may exercise its rights to limit the number of unit members on approved jury duty leave to no more than two percent (2%) in order to not materially disrupt operations.

The unit member shall receive full pay while on leave, provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed with, the Office. Unit members on approved jury duty leave shall return to their worksite if excused from jury service for all or a portion of the workday.

Unit members who are assigned to jury duty in a Federal Court shall be entitled to keep that part of the jury service fee which the unit member was required to pay for parking. The unit member must submit receipts in order to claim this expense.

Requests for jury service shall be made by presenting the official court summons for jury service to Human Resource Services within three (3) working days after receipt.

6. Military Leave

a. Authorization

Military leaves shall be approved by the Office for periods of active military duty specified in orders received by unit members who have been in the continuous service of the Office for a minimum of one (1) calendar year. Such unit members shall continue to receive salaries they would have earned for the paid days within the first thirty (30) calendar days of active military duty. These calendar days shall commence the first day of active duty, including travel. Military leave shall not exceed four (4) years for permanent or probationary unit members, or six (6) months for part-time unit members.

Reserve or inactive military duty may be approved as non-compensated leave. Vacation, if available, may be used upon approval of the immediate administrator.



b. Other Benefits and Reinstatement

A unit member who leaves active Office employment to be on an active military leave of thirty (30) calendar days or less shall continue to receive rights and benefits, including salary, as though he/she had remained in employment.

A unit member discharged from the service under conditions other than dishonorable shall be restored to a position comparable to his/her former position at the salary schedule placement he/she would have received had he/she remained in the service of the Office.

7. Maternity Disability Leave

Maternity disability shall be considered as any other illness.

The Office shall grant maternity leaves of absence to female unit members for the period of actual disability (physical condition causing inability to perform regular duties) resulting from pregnancy, miscarriage, childbirth or childbirth convalescence, provided the unit member is on paid status before and after the period of disability and would have worked had the unit member not been disabled.

As soon as the unit member determines she is pregnant, she shall promptly notify her immediate administrator in writing to enable the Office to make advance preparation for a substitute or temporary replacement.

No later than thirty (30) calendar days prior to the date maternity leave is to begin, the unit member shall submit a maternity leave request to Human Resource Services. On the request form the attending physician shall attest to and certify 1) the date on which the unit member can no longer assume her normal duties due to physical disability, 2) expected date of delivery, and 3) earliest expected date on which the unit member can resume her normal duties. Upon verification of the attending physician these dates can be reasonably changed.

If the period of maternity-related disability is more than ten (10) weeks or less than two (2) weeks, the unit member will submit a physician's verification as to the unusual duration of the disability leave.

Pregnant unit members shall perform all regular and normal employment duties when on active status.

8. Family Medical Leave Related to Childcare

Family and medical leave (unpaid) may be taken for childcare for up to twelve (12) workweeks, in addition to maternity disability leave, provided such leave is taken within one year of the birth of the child, the employee meets eligibility, and in accordance with Board Policy. (Appendix E)

9. Study or Retraining Leave

A unit member who has rendered service to the Office for at least seven (7) consecutive years may be granted a leave of absence not to exceed one (1) year for study or retraining to meet changing conditions of his/her job category.

Any such leave must be upon the recommendation of the Superintendent after the unit member has submitted his/her proposed program of study or retraining in writing.

- a. The Superintendent may recommend compensation of up to one-half (1/2) of the amount of the unit member's pay.
- b. Any leave of absence granted for the purpose of study or retraining shall not be deemed a break in service.
- c. The provisions of the leave may include that it be taken in separate six (6) month periods rather than a continuous one (1) year period. Separate periods of such leaves of absence shall be commenced and completed within a three (3) year time span.

10. Union Leave

- a. The Union representative (the unit member designated by SEIU staff) shall be allowed an aggregate total of 240 hours in the fiscal year of full-paid leave of absence for the purpose of investigating (as indicated in Article IV, Union Rights) grievances and conducting other lawful Union business pertaining to LACOE business.
- b. The representative (SEIU staff) or designee shall request Union Leave by indicating to the Office, the unit member authorized by the Union to utilize such leave and the amount of time to be absent. In addition to the compensated Union leave in the aggregate of 240 hours per fiscal year, the Union may request reimbursable leave of up to 160 hours in the aggregate for the Union representative (the unit member designated by SEIU staff). Such a request must be submitted

in writing at least five (5) days prior to the leave. The Union representative (the unit member designated by SEIU staff) shall receive regular salary and the Union shall reimburse the Office for substitute salary, whether or not a substitute is utilized. The Office and the Union shall each retain the right to modify the date of this reimbursable Union leave for good cause through written notification.

#### 11. Catastrophic Leave Donation Program

##### a. Philosophy

When a unit member becomes critically or terminally ill, co-workers seek ways to help the ill employee. The Office and the Union believe that adoption of a Catastrophic Leave Donation Program as authorized by Education Code Section 4403.5 may provide a significant benefit to unit members who experience hardship from a catastrophic illness or injury.

##### b. Intent of the Catastrophic Leave Donation Program

The intent of the Catastrophic Leave Donation Program is to permit unit members to donate accrued illness or vacation leave to a unit member who has exhausted all paid leave and is experiencing a financial hardship because of a catastrophic illness or injury to themselves or members of their immediate family. Such donation of leave credit shall be on a voluntary basis.

##### c. Definitions

For the purposes of the Catastrophic Leave Donation Program, the following definitions apply:

- 1) Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's immediate family. The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for that family member. Such time off may create a financial hardship for the unit member because he/she has exhausted all eligible leave credits.
- 2) Eligible leave credit means vacation leave and illness leave accrued by the donating employee under authority of Education Code Section 45191.

- 3) Eligible employee means any employee covered by this agreement who:
  - a) Has exhausted all accrued leave,
  - b) Is experiencing a catastrophic illness or injury or who has a member of his/her immediate family experiencing a catastrophic illness or injury, and
  - c) Is unable to return to duty due to the catastrophic illness or injury.
- 4) Immediate family means spouse, domestic partner, or a child, or parent when the unit member has the responsibility to care for them.
- 5) Catastrophic Leave Committee means a committee comprised of three (3) representatives appointed by the Union whose purpose shall be to make decisions concerning requests for donation of accrued paid leave credits. The Superintendent's designee(s) will participate in this committee as explained in number 6 below.
- 6) Superintendent's designee(s) shall be resource person(s) appointed by the Superintendent to assist the Catastrophic Leave Committee in carrying out its role. The Superintendent's designee(s) shall assist in auditing and monitoring audits and reports, and provide documentation to the Catastrophic Leave Committee, but shall not participate in decisions concerning actions on requests for donation of accrued paid leave credits.
- 7) Superintendent means the County Superintendent of Schools.
- 8) Workday shall mean the number of duty hours provided on a weekday assignment during the duty calendar year for both unit members donating and requesting leave credits.
- 9) Contribution rate shall mean the number of days of accrued paid leave donated by a unit member. The minimum contribution rate shall be one workday for the donating unit member. Unit members electing to contribute accrued illness leave shall be required to retain a minimum of ten (10) days of illness leave in their own bank.

10) Recipient rate shall mean the number of days of accrued paid leave granted by the Catastrophic Leave Committee to an applicant for leave credits. The recipient of the leave credits will be compensated based on the donating employee's workday, but will not exceed the recipient's usual workday.

d. Eligibility for Receipt of Donated Leave Credit

A unit member may be eligible to receive donated leave credit when financial hardship exists and provided the following conditions are met:

- 1) The unit member is a permanent employee
- 2) The unit member is unable to work due to the employee's or immediate family member's catastrophic illness or injury
- 3) The unit member has exhausted all accrued paid leave credits
- 4) A unit member who is receiving additional income from Worker's Compensation is not eligible to apply for catastrophic leave until their funding source has ended. The unit member must also have a need to continue their leave and must provide verification of the need for catastrophic leave to the satisfaction of the SEIU Catastrophic Leave Committee.
- 5) A unit member who has applied for PERS disability but has not yet received the benefits.

Catastrophic Leave may not be used for:

- a) Elective surgery
- b) Personal necessity leave; Section B, 4 of this Article governs the use of personnel necessity leave
- c) Normal pregnancy

e. Procedures for Implementation of Catastrophic Leave

The Office and the Union will provide notification to unit members about the availability of Catastrophic Leave. Such information will be referenced to the Agreement and will provide the following:

- 1) Requirements for eligibility and limitations

- 2) Procedures for requesting the Catastrophic Leave donation
- 3) Procedures for donating leave credits

Unit members requesting donated leave credit shall submit an application to Human Resource Services using the form contained in Appendix E of this Agreement, or forms available at PAU's and/or the Office of Human Resource Services.

f. Verification of Eligibility for Donated Leave Credit

Applicants for donated leave credits shall be required to provide appropriate verification of eligibility. Such verification may include, but not be limited to any of the following documents:

- 1) Doctor statement verifying catastrophic illness or injury
- 2) Payroll verification of the exhaustion of all accrued paid leave
- 3) Appropriate relationship verification which may include, birth certificate, marriage certificate or baptismal record

g. Notification to Unit Members of the Need for Donated Leave

The notification to unit members of the need for donated leave credits shall include the following forms of communication:

- 1) A newsletter prepared by the Union distributed to each PAU via Office mail.
- 2) E-mail notification to the PAUs provided from the Central Office
- 3) Phone trees established by the Union
- 4) Site representative

In addition to the above forms of communication, a copy of the letter from Human Resource Services notifying a unit member of the exhaustion of all paid leave will be made available to the Catastrophic Leave Committee Chairperson for confidential use.

h. Procedure to Process Donations

To permit the Catastrophic Leave Committee to process donations of leave credits, Payroll shall verify/confirm the donor's available leave credit and that the donor retains ten (10) days of illness leave credit. The committee shall be

notified of the length of the workday for the unit member donating the leave credit.

i. Role of the Catastrophic Leave Program Committee

The Union will appoint three members and three alternates to serve as the Catastrophic Leave Committee. Assisting the Committee, as resources, will be the Superintendent's designee(s). The Committee shall elect a chair and develop specific procedures for receiving and processing requests.

C. Non-Compensated Leaves of Absence

1. Personal Leave

The Office may, at its sole discretion, and upon the written request of the unit member, grant a leave without pay for any reason, such as child rearing, continuing education, family responsibilities, and the like, satisfactory to the Office.

2. Personal Business Leave

A leave of absence without compensation may be approved at the discretion of the immediate administrator for a period not to exceed five (5) working days.

3. Child Rearing Leave

As provided by Section B.8., of this Article, a unit member may request an unpaid leave for up to twelve (12) workweeks during a twelve month period, if eligible, under the Office's Family and Medical Leave Policy. Unit members will be eligible for non-compensated leave for child rearing provided: (1) the child involved is under five years of age; (2) the leave is granted one year at a time, up to a maximum of two (2) years; and (3) the immediate supervisor and the Coordinator of Human Resource Services certify in writing that a suitable replacement is available and that there is not substantial hardship to the Office.

Any unit member on Child Rearing Leave has a right to: (1) return to the same classification with no loss of pay; (2) continue with participation in health insurance, provided the unit member pays for the entire cost of such benefits; and (3) have the period of leave count as continuation of service.

#### D. Holidays

1. Unit members employed during the time period a holiday occurs and who are on paid status during any portion of their working day immediately preceding or succeeding the holiday shall be entitled to the following days off with regular pay (see calendars page 96, Appendix B.)
2. Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1, and December 24 and December 31, where applicable, shall be for those four holidays, provided they were on paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
3. If a legal holiday listed in this Article falls on a Sunday, the following Monday shall be a holiday, unless it already is a legal holiday, in which case the preceding Friday shall become the declared holiday. If a legal holiday falls on a Saturday, the preceding Friday shall be a holiday.
4. Any unit member who is required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) times his/her regular rate of pay, in addition to the regular pay received for the holiday. The total amount of pay equals double time and one-half (2-1/2).
5. If a unit member works at a site where the pupil calendar and holidays conflict with the Office calendar, then upon written waiver by the Office, the unit member will follow the local site calendar, provided that the total number of work days and holidays is the same as the Office work calendar. In such circumstances, the unit member will not be eligible to receive holiday pay when working on an Office designated holiday, provided an alternative holiday is made available.

#### E. Vacation

1. A full-time unit member shall earn vacation at the rate specified in paragraph 10 of this section for each calendar month of continuous service. A part-time unit member shall earn vacation leave, subject to all conditions in this section, on a pro-rata basis, of full-time employment which is 40 hours per week for twelve months.
2. A calendar month shall count in the computation for accumulation of earned vacation under this policy when the employee is on a paid status for any reason during one-half (1/2) or more of the working days in the month.



3. Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two (2) fiscal years.
4. Unit members who wish to take more than one (1) day of vacation shall submit requests for utilization to their immediate administrator at least two (2) weeks prior to the time such vacation is to start. The time limits of this provision may be waived upon mutual agreement of the unit member and immediate administrator.

Unit members who wish to take only one day or less of vacation may do so without prior approval. However, if the Office has a reasonable basis to believe that the unit member's absence from work due to this provision is chronic in nature, the Office will inform the unit member that his/her utilization of one day or less of vacation without prior approval is a matter of concern. If the unit member continues to utilize the one day or less vacation without prior approval in the same manner, the Office may require such unit member to obtain prior approval to be paid for one day or less vacation for a period not to exceed one year.

Vacation time requested by the unit member and approved by the immediate administrator shall not be cancelled or changed without at least a two (2) week prior notification to the affected unit member.

Vacation requests will be approved, unless the required workload would be adversely affected by the unit member's absence at that time. The immediate administrator shall respond to a vacation request within a reasonable period of time.

A unit member who has not been permitted to utilize accrued vacation within the previous two (2) months shall be granted, if so requested, at least five (5) days vacation.

5. Upon approval of the appropriate Assistant Superintendent, vacation may be taken in advance of accrual, but may not exceed the amount to be earned during the current fiscal year. Upon termination, the amount of any advanced vacation, used but not earned, shall be rebated to the Office through deduction from the last pay warrant unless the unit member has otherwise rebated the amount to the Office.
6. Subject to approval, accrued vacation may be utilized by the unit member in lieu of or in addition to any approved paid leave of absence.

7. Unit members assigned to positions for which the regular work year does not include July and August must utilize their vacation leave during the ten (10) month school year unless otherwise approved by the Office. This provision shall not affect vacation credit accumulation as provided for in paragraph E.3 of this Section.
8. Upon an approved leave of absence exceeding six (6) months, if requested, the amount of vacation earned and allowed for accumulation, but not used shall be paid in a lump sum to the unit member at the current salary rate.
9. Probationary unit members shall not have vested interest in accrued vacation leave until completion of six (6) months of employment.
10. The following chart shall determine the rate upon which full-time unit members earn vacation days for each calendar month of continuous service. Each year indicated on the chart shall begin with the first month of service for that year.

Commencing With Year Of Service	Hours Per Monthly Accrual Rate	Hours Per Year (12 Month)
0-3	8	96
4	10	120
5	10.67	128
6-7	11.33	136
8-9	12	144
10	12.67	152
11-12	13.33	160
13-16	14	168
17-19	14.67	176
20	16	192

**ARTICLE VIII  
EVALUATION OF PERFORMANCE**

**A. Purpose**

The purpose of a performance evaluation, whether it is a regular (annual) or special evaluation, is to encourage open and honest supervisor-unit member relationships through appraisal, and maintain dialogue that contributes to coaching, training, and counseling of unit members while improving the quality, productivity and responsiveness of the workforce.

The purpose of a performance improvement plan (PIP) is to serve as a means of improving a unit member's performance and/or behavior to achieve acceptable standards of competence or higher. The supervisor, with input from the affected unit member, shall develop an improvement plan that is fair, measureable, and which outlines work efforts through established timeline, which evaluate progress. A PIP is a model designed to facilitate constructive discussion between supervisors and unit members.

Performance evaluations and PIP's are a fundamental component of each unit member's documented employment history and are not, in and of themselves, disciplinary in nature.

**B. Definition and Process**

1. The performance evaluation process deals with the appraisal and development of a unit member on a continuous basis. It involves ongoing dialogue between supervisors and their subordinates in communicating work goals, giving and receiving work instructions, assigning work, as well as observing and evaluating work progress within the job classification. It is a management tool for understanding individual strengths and weaknesses of performance and behavior, a means of determining training and development needs, and may be used as a basis of personnel action to transfer, promote and improve performance.

A performance evaluation is a written document that reflects, on a regular or special basis, the varying degrees of success the unit member has achieved and/or the areas where performance improvement is required.

- a. Every permanent unit member shall receive a formal written evaluation on an Office form between March 1 and May 15 of each year.

- b. Written evaluations for permanent and probationary unit members shall be on the Office form. The Union shall have the right to consult with the Office concerning any revisions the Office intends to make to the evaluation form.
- c. A unit member may receive a special evaluation at any other time during the year, such as during or upon completion of temporary assignments, exemplary performance, or less than satisfactory performance. All special evaluations shall be subject to prior authorization by the division director or designee, shall be clearly noted as a special evaluation, and shall be subject to all other provisions of this Article.

When an overall evaluation rating of "Improvement Needed" is given to a unit member on a regular performance evaluation, a PIP may be issued in concurrence within thirty (30) days to clarify expectations, and improve performance and/or behavior for a specific period of time. If a PIP is not issued in concurrence with an evaluation, then notice must be presented to the unit member before a PIP may be issued. Such notice shall be within thirty (30) days of the issuance of a PIP.

A PIP may be issued any time during the annual evaluation period, and may be no less than thirty (30) but not more than ninety (90) days in duration. All PIP's shall be subject to prior authorization by the division director or designee, shall be clearly noted as a PIP, and shall be subject to all other provisions of this Article.

- d. Unit members determined to be in need of improving any areas of performance will be provided with a Performance Improvement Plan (PIP), or documentation following the progressive discipline model which may include but not be limited to the following:
  - i. A description of the areas for which improvement is needed;
  - ii. An improvement plan for the unit member to achieve satisfactory performance;
  - iii. Resources to support and assist in achieving satisfactory performance;
  - iv. The criteria, standards or objectives necessary to be met by the unit member to achieve satisfactory performance.
- f. Reasonable release time from duty hours shall be provided the unit member to review a PIP. The content of individual unit

members' PIPs shall not be subject to the grievance procedure.

2. Every probationary unit member shall be evaluated twice during the probationary period. The first (1st) evaluation shall be completed on or before the end of the third (3rd) month of service. The second (2nd) evaluation shall be completed on or before the end of the fifth (5th) month of service.
3. At the time he/she provides the unit member with the written evaluation, the immediate administrator shall schedule a conference with the unit member to discuss the evaluation.
4. The immediate administrator's signature shall be entered on the evaluation form. The unit member's signature should be entered on the evaluation form, but if the unit member elects not to sign, that fact shall be noted on all copies of the evaluation form prior to filing. The unit member's signature does not necessarily indicate agreement, but indicates that the unit member has read the evaluation. Reasonable release time from duty hours shall be provided to the unit member to review evaluations. The unit member has the right to attach a written rebuttal within ten (10) working days of the time the unit member has received the evaluation. Preparation of the written rebuttal shall be accomplished outside duty hours.
5. Upon submission of a written rebuttal as provided above, the unit member may request an appeal to the division director or designee for an objective review. Both the division director or designee and unit member shall have the right to one (1) representative at the appeal conference. Upon completion of the review, the division director or designee shall make a final written determination in the matter within ten (10) working days. If the unit member is not satisfied with this final determination, s/he may submit written comments within ten (10) working days. Such comments shall be attached to the performance evaluation and included in the unit member's office personnel file. The final content of individual unit members' performance evaluations shall not be subject to the grievance procedure.

C. Criteria/Notice

Evaluations shall be based on standards and criteria appropriate for the classification and assignment of the unit member, along with standards established by the division and the Office. Unit members shall be assigned one evaluator, and be informed in writing of the name of his/her evaluator within thirty (30) working days at the

beginning of the fiscal/school year. Unit members shall be notified in writing if their evaluator changes within thirty (30) working days.

D. Methods of Assessment

The evaluator shall utilize, but is not limited to, the following methods of assessing performance:

1. Personal observations and knowledge, and/or
2. Review of work product, and/or
3. Appropriate, documented and/or pertinent input from recipients of services and activities of the Office, where applicable, and/or
4. Other documented input related to the unit member's job performance.

E. Personnel File

1. Unit members shall have the right to inspect the contents of their personnel files. Such inspection shall be made only during non-duty hours for the unit members and during normal Office hours (8:00 a.m. to 5:00 p.m.). In the event a unit member cannot schedule such inspection during normal Office hours a reasonable attempt will be made to accommodate the unit member outside of normal Office hours.
2. Upon request of the unit member, the Union shall be entitled to have one (1) representative accompany the unit member to review the unit member's personnel file outside of duty hours. A Union representative (SEIU staff) with the written consent of the unit member may inspect that unit member's personnel file at any time during regular Office hours. A steward authorized to inspect a unit member's personnel file shall do so during normal work hours utilizing Union Leave.

3. Inclusion of Derogatory Materials in Personnel File.

Information of a derogatory nature shall not be placed in the unit member's personnel file or utilized in disciplinary proceedings unless the following procedures have been followed:

- a. Reasonable released time from duty hours shall be provided the unit member to review the derogatory material;
- b. The unit member has the right to attach a written rebuttal within ten (10) working days of the time the unit member has received the derogatory material. The actual preparation of the written rebuttal shall be accomplished outside of duty hours;

- c. If the derogatory information is received by the immediate administrator from a non-LACOE external third party, the unit member shall first be provided written or oral notice of the same.

**ARTICLE IX  
COMPENSATION**

**A. Salary**

The Office and the Union agree that unit members shall receive salaries in accordance with the salary schedule and position classification allocation lists in Appendix A.

**1. a. 2013-2014 Salary Improvement**

Effective July 1, 2013, the 2013-2014 salary schedule for all active unit members shall reflect a three percent (3.0%) increase.

**b. CDPA Reallocation**

All CDPA's shall receive the CDPA Salary Reallocation which was approved by the Personnel Commission on April 21, 2011. Reallocation shall be implemented within 30-45 calendar days after ratification of this agreement.

**2. Comparability/Equity Adjustment**

- a. Comparability/Equity Pay Studies ("studies" or "study") should be conducted upon expiration of the collective bargaining agreement and commencement of negotiations of a successor agreement, beginning June 2015.
- b. At any time, either or both parties may recommend to the Personnel Commission changes to a benchmark for a job family group.
- c. From time to time and as reasonably needed, the agency/employer list shall be reviewed based on the following criteria:
  - i. The public education agency receives Prop. 98 funding, excluding the California State University and University of California systems;
  - ii. All county offices of education;
  - iii. Public educational agencies located in Los Angeles County and adjoining counties, including San Bernardino;
  - iv. Public educational agencies that have more than 500 classified employees, excluding paraeducator and/or instructional assistants;
  - v. Whether the agency actively participated in the study in the last three (3) years.
- d. Human Resource Services will cause a study to be conducted such that the report of the study will be available in March.
- e. The study should include total compensation defined as base salary as determined by the salary schedule; and health and



welfare benefits as determined by the maximum employer contributions to medical, dental, life, and vision insurance; and mental health services such as EASE and/or an Employee Assistance Program (EAP).

- f. It is agreed and understood that a preliminary study be conducted in 2012-13 and that there is no obligation imposed on either LACOE or SEIU to meet and confer on the results of the study.
- g. Results of the studies commencing in 2015 are subject to negotiations.

### 3. Salary on Employment

All unit members shall be appointed at the hiring rate for the class which shall be the first step of the schedule, unless an accelerated hiring rate is established by the Office to aid recruitment. The Union shall be notified prior to establishing an accelerated rate. If either party requests negotiations, the parties will meet to negotiate the impact of said accelerated rate and related matters. Such negotiations shall not delay the implementation of the accelerated rate.

Nothing shall preclude placement at any other step, if agreed to in writing between the Union business representative and the Assistant Superintendent of Human Resource Services.

### 4. Salary Step Advancement

- a. Unit members shall receive a step advancement to Step Two (2) at the successful conclusion of their six (6) month probationary period or 130 working days, whichever is longer. Successful conclusion of this probationary period means that the unit member:
  - 1) Has actually provided service during some portion of each workday for ninety (90%) percent of the working days, and
  - 2) Has been evaluated as performing satisfactorily.

Step advancement to Step Two (2) shall be on the first (1st) of the month closest to the conclusion of the probationary period. If this falls between the first (1st) and including the fifteenth (15th) of the month, step advancement shall be on the first (1st) of the month. If the conclusion of the probationary period falls between the sixteenth (16th) and the end of the month, step advancement shall be on the first (1st) of the succeeding work month of the unit members' calendar

year assignment. This step advancement date shall be deemed to be the anniversary date.

- b. Unit members shall advance one (1) step on the salary schedule for the class for each subsequent full year of service until the fifth (5th) step is reached, subject to satisfactory performance evaluations. Unit members with evaluations that are not satisfactory will not receive their anniversary step advancement until the first (1st) of the month following a satisfactory evaluation.
- c. Beginning July 1, 1997, full-time unit members who have completed ten (10) or more years of service with the Office shall receive five hundred dollars (\$500.00) per year as a longevity stipend effective on each anniversary date; eight hundred dollars (\$800.00) per year effective on each anniversary date after completing fifteen (15) or more years of service; fifteen hundred dollars (\$1,500.00) per year effective on each anniversary date after completing twenty (20) or more years of service; two thousand dollars (\$2,000.00) per year effective on each anniversary date after completing twenty-five (25) years, and two thousand five hundred dollars (\$2,500.00) per year effective on each anniversary date after completing thirty (30) or more years of service.

This pay shall be prorated for less than a full-time assignment based on a percent of daily assignment. The listed amounts are not cumulative, but are progressive replacements for the earlier stipend. The listed amounts will be paid on a monthly basis.

#### 5. Salary Placement after Leave of Absence

Upon return to work, unit members on non-compensated leaves shall resume the step placement and advancement on the salary schedule as if the leave had not been taken. However, non-compensated leave time for a major part of the month will not be counted toward step advancement and a new anniversary date shall be established correcting to the closest first (1st) of the month utilizing the procedure described in Section A.6.a., of this Article. Unit members on paid leaves of absence, whether the pay is full or partial, shall not have their anniversary dates adjusted.

#### 6. Salary on Reemployment

A permanent unit member in good standing who is reemployed in the same classification in a regular position within thirty-nine (39) months from the date employee last held permanent status, shall

be appointed at the same salary step which he/she held at the time of his/her resignation. The first (1st) of the month closest to the reemployment date shall be established as the new anniversary date.

7. Salary on Promotion

- a. A unit member who is promoted shall be placed on the salary schedule of the new classification at the lowest step which provides no less than a 5.5% percent increase in dollar amount. When it is to the employee's financial advantage to retain an anniversary date, it shall be retained. When it is a disadvantage, the effective date of the promotion shall become the new anniversary date. If the promotion occurs on the anniversary date of the unit member, the unit member shall first receive his/her anniversary salary step increment and then shall be placed at the lowest step of the new salary schedule which provides no less than five and one-half (5.5%) percent increase in dollar amount.
- b. Any unit member who has gained permanency in a class and who fails to complete a probationary period in a class to which that employee has been promoted will have the right to retain permanent status in the class held to promotion.
- c. If a newly hired unit member is promoted to another class before attaining permanency in a class, the Office will notify the employee that failure to attain permanency in the promotional class will constitute failure to gain permanency in the classified service. Therefore, the employee will have no right to return to his/her original position held prior to promotion.

8. Salary on Demotion

- a. A unit member displaced by staff reduction and exercising displacement rights to a lower class in lieu of layoff and with prior regular service in the class shall be "Y" rated at the unit member's current hourly rate. Salary or step increases shall not be provided while unit member is "Y" rated. "Y" rating will sunset for all unit members June 30, 2015.
- b. Effective July 1, 2015, a unit member displaced by staff reduction and exercising displacement rights to a lower classification in lieu of layoff and with prior regular service in the class shall be credited with the number of years served in the current classification and the years previously served in the lesser compensated classification.

- c. A unit member voluntarily or administratively demoted shall receive the salary indicated at the schedule of the lesser compensated classification, but at least at the same step as the former/higher classification.

9. Salary on Reclassification

A unit member who is reclassified to a position on a higher salary schedule shall receive salary as determined by the procedure for Salary on Promotion, in Section A.7., of this Article. A unit member who is reclassified to a position on a lower salary schedule shall receive salary as determined by the procedure for demotions due to staff reduction (see Section A.9 of this Article).

10. Salary on Shift Differential

A full-time unit member whose regular shift begins before 5:00 a.m. or after 1:00 p.m. shall receive a salary differential of five and one-half percent (5.5%). A unit member whose regular shift begins on or after 12:00 a.m. and ends on or before 8:00 a.m. shall receive an additional three and a half percent (3.5%). A unit member temporarily assigned to such a shift shall receive the shift differential for the entire period of such assignment.

When the Office intends to reassign a unit member's hours in a manner that will eliminate the shift differential currently received for a period of more than twenty (20) workdays, the Office shall, prior to such action, notify the Union.

If the Union requests negotiations regarding the impact of the Office's decision, such shall commence at a mutually agreeable time. Negotiations shall not exceed twenty (20) workdays from the day of the first session. Such negotiations shall not delay the reassignment.

11. Salary – Overtime

- a. Eight (8) hour day unit members, or greater

The workweek for any full-time unit member shall be forty (40) hours and the workday shall be eight (8) hours. The Office will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for actual hours worked, for unit members who are authorized and required to perform scheduled overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any workweek. In the case of an alternative workweek

schedule, (provided the workday does not exceed 10 hours) hours worked in excess of the scheduled day (for example, above 9 hours in the case of a 9-80, or above 10 hours for 4-40) are overtime.

b. Seven (7) hour day unit members

The workweek for any part-time unit member having a regular workday of more than seven (7) hours, but less than eight (8) hours, shall consist of no more than five (5) consecutive days. Such an employee shall be compensated or provided compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.

c. Six (6) hour day or less unit members

The workweek for any part-time unit member having a regular workday of more than four (4) hours, but less than seven (7) hours, shall consist of no more than five (5) consecutive days. Such an employee shall be compensated or provided compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.

d. Four (4) hour unit members

Any part-time unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek, be compensated or provided compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay.

e. Compensatory Time-Off

Overtime provisions in this agreement shall conform to all applicable federal and state laws. (Appendix C).

f. Overtime – Computing hours worked

For purposes of computing hours worked, time during which the unit member is excused from work because of holidays, vacation, or fully paid leaves of absence shall be considered as time worked by the unit member.

The designation, authorization, approval, and allocation of any overtime shall rest solely with the Office.

The Office will make every effort to assign overtime as equitably as possible among unit members in the same classification and work unit.

g. Holiday Pay

When a unit member works at a site in a program where the pupil calendar and holidays conflict with the Office calendar, then upon the initiation of a written waiver by the Office for the unit member(s), the unit member(s) will follow the local district calendar, provided that the total number of workdays and holidays is the same as the Office work calendar. In such circumstances, the unit member(s) will not be eligible to receive holiday pay when working on an Office designated holiday, provided a mutually agreeable alternative holiday is made available. This language shall not prohibit the practice which allows a unit member who is scheduled to work an Office holiday to trade workdays with another unit member, provided a suitable replacement employee volunteers for service. The replacement employee then be eligible for another holiday in lieu of Office holiday.

12. Call Back

The Office, at its sole discretion, may call back to work a unit member either after eight (8) working hours or on a day not normally worked by the unit member.

Any unit member called back to work, either after normal working hours or on a day not worked (or alternative workday), shall receive not less than four (4) hours of at the overtime pay rate, irrespective of the actual time if less than four (4) hours.

13. Bilingual Pay

Unit members authorized and required as a regular part of their assignment of duties to converse and/or write in a language other than English shall receive additional compensation subject to the following conditions:

- a. The unit member shall pass a test, either oral or written, in the foreign language required in the assignment.
- b. Required and authorized use of oral or written language other than English shall be compensated at an additional 2.75 percent of base salary, or thirty-five dollars (\$35), whichever is greater.
- c. Required and authorized use of oral and written language other than English shall be compensated at an additional 5.5% percent of base salary, or seventy dollars (\$70), whichever is greater.
- d. Sign language(s) of general usage for with hearing impaired persons shall be considered as a foreign language for purposes of this section.

#### 14. Salary on Temporary Assignment

A unit member required and authorized by prior division director approval to perform duties related to but inconsistent with those assigned to the position for a period which exceeds more than five (5) working days within a fifteen (15) workday period shall have his/her salary adjusted upward for the entire period in such amounts as will reasonably reflect the duties required to be performed outside of his/her normal assigned duties. Reasonable amounts of additional compensation shall be as follows:

- a. If the inconsistent duties assigned are substantial in amount, constituting more than half of the unit member's duties at a significantly higher level of responsibilities as determined by the division director, the unit member shall be compensated beginning the first day of the assignment. Salary placement shall be at the first step of the appropriate salary range schedule which is next higher in dollar amount above that of the employee's current salary, but not less than one full step, or the maximum of the salary range for the assigned class.

If the higher level duties assigned to the employee are determined to more appropriately compare with those of an intermediary classification, rather than the classification of the employee being replaced, the employee will be compensated according to the salary range of that classification.

- b. If the inconsistent duties assigned are substantial in amount, constituting half or less of the unit member's duties at a significantly higher level of responsibilities as determined by the division director, the unit member shall be compensated at a rate of 50% percent of the amount of additional salary a promotion to this higher compensated class would provide, for the entire period so worked, but not to exceed 4% percent of additional salary.
- c. Supervisors shall refrain from distributing the work of an absent employee to two or more employees solely to keep an employee from meeting the five-day qualification for temporary pay.

15. Dictation Salary Differential

A unit member in a position required by the Office to utilize dictation skills as a part of his/her regular duties and who can successfully complete the regular qualifying dictation test shall receive an additional salary differential of two and three-quarter (2.75%) percent. This salary differential shall be withdrawn at any time the Office no longer requires such skill or the unit member cannot successfully complete the regular qualifying examination.

16. On Call Pay

Unit members assigned to be On Call during off-duty hours, which restricts their freedom of movement or activities, shall be compensated at the rate of one dollar (\$1.00) per hour for each hour during the period he/she is required to be On Call.

In the event reasonable attempts to reach the unit member have been made and he or she is not available, no compensation shall be paid.

17. Direct Deposit of Pay

The Office will continue to make direct deposit of pay available to unit members.

B. Insurance Fringe Benefits

Insurance Fringe Benefits Effective November 13, 2012

- 1. The Office shall provide or make available to each unit member medical and health insurance benefits.



- a. The benefits plan established pursuant to the bargaining agreement shall be for the purpose of providing for the medical, dental, vision, and life benefits for unit members, dependents, and domestic partners as defined in Article II Definitions and retirees and their dependents.

The Associations and Union have formed a Joint Benefits Committee, comprised of three (3) members from each bargaining unit and management (to be determined by each group), to negotiate with the Office changing carriers, Office contribution, eligibility, the amount of The LACOE Employee Health and Welfare Account balance, benefit coverage in the various plans, enrollment and termination rules and procedures. The procedures to be followed regarding voting, tie vote, and deadlock are set forth in the "Joint Benefits Committee Appendix" attached to this Agreement, which is incorporated herein by reference.

By way of a (FIRST) Amendment to Memorandum of Understanding (MOU), the parties agreed to, and did create "The LACOE Employee Health and Welfare Account." A copy of the MOU is attached to this Agreement, and incorporated herein by reference.

- b. The LACOE Employee Health and Welfare Account (formerly the "Trust Surplus Fund Balance")
  - i. The parties agree to designate The LACOE Employee Health and Welfare Account funds and interest (hereinafter "Health & Welfare Account") in excess of the actuarially appropriate resources for run-out costs as restricted funds to be used for medical, dental, vision and life for active employees and dependents, and medical, dental, and vision for retirees and spouse or domestic partner.
  - ii. The parties agree to allot 2 million dollars to be designated for retiree benefits which shall cover the contribution to California Public Employees' Retirement System (hereinafter "PERS") only referenced in ¶2.f.i, with the excess Health & Welfare Account funds to be negotiated to what is in the best interest of the active employees including but not limited to retiree benefits. Effective January 1, 2007, the 2 million dollars allotted for retiree benefits shall be used for retirees who are not eligible or no longer eligible for Years of Service Benefits, and shall be billed to the Joint Benefits Committee quarterly.

- iii. Starting with the quarter of October 1, 2007 through December 31, 2007, the Office will provide the Joint Benefits Committee with an accounting and invoice that shows the Office and employee health and welfare contributions, and the payments to the health care vendors, which shall reflect the retrospective actual payouts starting with that quarter. For calendar year January 1, 2011 through December 31, 2011, the Health & Welfare Account funds shall be used to cover rate increases in the 2011 insurance premiums for the medical, HMO dental, vision, and life, plus claims and administrative fees for the PPO dental plan and the vision plan for unit members, dependents, domestic partners as defined in Article II, Definitions, excluding the PERS 2011 rate increase for retirees and their spouses or domestic partners (i.e., ¶2.f.i) whose rate increases shall be paid from the "\$2 million dollar fund" allotted for retiree benefits.
  - iv. The Joint Benefits Committee shall monitor the Health & Welfare Account balance to ensure that funds are only used for health and welfare benefits and will be provided with an itemized written statement by the Office or the financial institution in which the Health & Welfare Account is held as frequently as the financial institution distributes such statement.
2. Effective with this Agreement, the Office will make the following annual contributions to health and welfare benefits for unit members:
- a. LACOE agrees to assume twenty percent (20%) of the run-out/unreimbursed costs of employee health and welfare benefits through September 2011. CSEA, LACEA, SEIU and LACOE (Joint Benefits Committee) agree to contribute 100% of the remaining Health and Welfare Account Funds, \$637,448 available for active employees to pay the 2013 calendar year employee health and welfare benefit increases effective January 1, 2013 through December 31, 2013 and LACOE will contribute no less than \$637,448. If the Office's health and welfare benefits costs increases are less than an amount of \$1,274,896.00 compared to calendar year 2012, the Office will provide the remaining amount through a rebate to all employees in the 2014 calendar year towards health and welfare benefits costs.
  - b. The Joint Benefits Committee agrees to assume eighty percent (80%) of the run-out/unreimbursed costs of employee health and welfare benefits through September 2011, paid from the

Health and Welfare Account. Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction. LACOE agrees to maintain as a hard cap the annual employee contribution to employee health and welfare benefits for LACEA effective January 1, 2013 through December 31, 2013, as follows:

One party	-	\$ 6,700.00
Two party	-	\$11,000.00
Three party	-	\$13,200.00

- c. LACOE agrees to maintain as a hard cap the annual employee contribution to employee health and welfare benefits for CSEA, SEIU, Management and Confidential effective January 1, 2013 through December 31, 2013, as follows:

One party	-	\$ 7,500.00
Two party	-	\$10,500.00
Three party	-	\$13,000.00

- d. CSEA, LACEA, SEIU and LACOE (Joint Benefits Committee) agree that active employees will contribute no more to his/her health and welfare benefits than the 2012 Employee Contributions Benefits Options (see attachment). The parties agree after open enrollment closes to sign a Memorandum of Understanding (MOU) similar to the 2011-2012 MOU. The language in the MOU will reflect the new numbers for 2012-2013. This LACOE contribution expires December 31, 2013.
- e. LACOE agrees to assume \$178,946 of the run-out/unreimbursed costs of employee health and welfare benefits for the health and welfare benefit calendar year ending December 2012.
- f. If the amount of the Office's contribution that is required by state or federal law is increased, the amount of the Supplemental Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties. LACOE agrees to comply with the conditions of the Affordable Care Act, and to examine ways to offset future premium cost increases with the Joint Benefits Committee.
- g. The Supplemental Benefit under Section 2 above is contingent upon the unit members' participation in the Office's benefits programs.
- h. Unless expressly modified by this agreement, the provisions of Article IX, Compensation, Section B, Insurance Fringe Benefits, of the respective collective bargaining agreement between the Office and the exclusive representatives herein remain in full

force and effect. The exclusive representatives hereby acknowledge that Article IX, Compensation, Section B, Insurance Fringe Benefits, (¶2.b) provides in pertinent part: "Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction."

- i. The parties agree that the total annual Office contribution for medical benefits for fulltime current unit members, including the PERS minimum base rate and the Office Supplemental Benefit, shall not exceed the dollar figures above. Any premium costs in excess of the above Office contribution and Supplemental Benefit in Sections 1 and 2 above, shall be paid by the unit member through tenthly payroll deduction, and paid by the retiree through the California State Teachers' Retirement System (hereinafter "STRS")/PERS payroll system deduction.
- j. Effective July 2010, the parties agree to reimburse the Office for PERS administrative fee, which is calculated on the total retired health premiums each month, pursuant to Government Code section 22901. Payment hereunder will be borne fifty (50%) from the Office and fifty (50%) from the Associations and the Union until such time as the \$2 million allotted (¶1.b.ii) above is exhausted. Thereafter, the Office will bear all costs.
- k. Payments to the Office hereinafter shall be made on a quarterly basis from the \$2 million allotted (January 1, 2007) for retiree benefits under Article IX, 1, b, ii, herein.
- l. Retiree Fringe Benefits-Unequal Contribution Method:
  - i. Unit members who retire from active service under the STRS/PERS shall be entitled to receive the basic Office retiree medical contribution of \$21.60 per month twelfthly (\$259.20 annually), or as adjusted by law, toward the purchase of a PERS medical benefit so long as the Office continues to participate in the PERS retirement plan, pursuant to Government Code Section 22892(c). Upon termination of the Office's participation in the PERS medical insurance plan or its successor, the Office shall have no further obligation for payment of the retiree's medical contribution, but will offer the retiree the option to continue, at his/her own expense, in the subsequent medical insurance plan. Termination of the Office's participation in the PERS medical insurance plan or its successor shall not affect the ability of eligible retirees to elect to participate in the retiree Years of Service Benefit

Program as set forth below.

- ii. In addition, the Office shall annually provide a Years of Service Benefit for eligible retirees based upon years of service. The Benefit may be used for additional benefits coverage. The maximum period of coverage for the Years of Service Benefit shall be for five (5) years. Coverage shall terminate at the end of five (5) years or when the retiree attains age sixty-five (65) or when the retiree becomes eligible for Medicare coverage, whichever occurs first.
- iii. Amount of Years of Service Benefit:
  - Retirees, ages 55 to 65 with ten (10) years of service with the Office—\$2,744.80
  - Retirees, ages 55 to 65 with twenty (20) years of service with the Office—\$5,740.80
- iv. For individuals who retire after the dates specified in the collective bargaining agreements or LACOE Board Regulations, the amount of \$3,004.00 for ten years of service or \$6,000.00 for 20 years of service, may be paid directly to a certified medical insurer, other than PERS, selected by the retiree. If the medical insurance premium is less than the eligible amount, the Office will pay no more than the total cost of the premium.
- v. If the amount of the Office contribution that is required by state or federal law is increased, the amount of the Years of Service Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.
- m. It is agreed that all of the above provisions are subject to the approval of the PERS, which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plans.
- n. In the event the legality of the above provisions or similar provisions existing in other county offices or school districts are challenged or are found to be invalid by a court of law, the Associations/Union and the Office agree to reopen negotiations on health benefits.
- o. The current Supplemental Benefit and Years of Service Benefits amounts stated in B.2 will continue until the parties agree to

different amounts.

- p. The parties agree that they will begin negotiations on a successor benefits agreement on or before November 15 of each fiscal year.

### 3. Benefits on Non-Compensated Leave

Bargaining unit members on an approved non-compensated leave of absence may continue in the medical insurance benefit program for one (1) calendar year if the unit member reimburses the Office for the full cost of coverage in a timely manner. Bargaining unit members on an approved leave or absent without approval shall have their insurance fringe benefits cancelled for the period of the unapproved leave of absence.

### 4. Extended Medical Benefits for Long-Term Illness

In instances of serious long-term illness, the Office shall provide an extension of medical insurance for the duration of the serious long-term illness, not to exceed one (1) calendar year from the date of exhaustion of all sick leave pay. The Office may extend the leave up to an additional calendar year. This extension of medical benefits shall be available only if the employee is not eligible for workers' compensation, disability retirement or spousal medical coverage comparable to that which was previously enjoyed by the employee.

- 5. Nothing within the provisions of this Agreement shall preclude the collective bargaining process.

### 6. Child Care

The Office will reimburse a unit member for the registration and insurance fee at a licensed child care facility up to a total of \$80 per year per unit member for care of a child of a unit member. The unit member must submit the name and license number of the facility prior to any reimbursement.

#### Child Care Facility at Education Center

The parties agree to establish a joint Union/Office Committee to assess the feasibility of establishing an on-site care facility for non-school age children of Office employees.

7. Internal Revenue Code (IRC) Section 125 Benefit

The Office will establish an IRC Section 125 system for purposes of child care benefits, elder care benefits, and health insurance deductibles. The participating employees shall pay for all administrative and handling fees.

C. Reimbursed Expenses

A unit member required to, and approved for, travel or required to utilize his/her private automobile on Office business shall be eligible for mileage and expense reimbursement subject to the current applicable Office policies and regulations.

**ARTICLE X  
TRANSFER PROCEDURES**

A. Definition

A transfer is a change of assignment from one site location or division to another within the same. No new probationary period shall be required within the same classification. Seniority for transfer purposes is seniority within classification. Excluded from the definition of transfer are: (1) a demotion (whether voluntary or involuntary) or a promotion, (2) a change of assignment within a classification that does not involve a change of site location or division, (3) a change in site location administered by the same immediate administrator. At the request of a unit member and with concurrence of the Office, the unit member may change assignment to another class with the same or lower salary level for which he or she is qualified.

- B. Transfers may be initiated by either written request of unit member (voluntary transfers) or administratively by the Office (involuntary transfers). Decisions regarding voluntary transfers shall be made by the Office, utilizing criteria indicated in Section E of this Article.
- C. A unit member desiring a voluntary transfer shall file a written request with the Personnel Commission on the Office form. The Personnel Commission shall maintain and file such requests until withdrawn by the employee in writing or until June 30 of each year, at which time the entire transfer list shall be purged, whichever occurs first.
- D. When a new position is created or an existing position becomes vacant and is not filled by an administrative transfer, the Personnel Commission shall provide the appropriate administrator with all pertinent transfer request information from the file, together with the eligibility and/or reemployment lists for the classification of the position to be filled. Unit members being considered for transfer to a specific vacancy shall be notified.

All unit vacancies will be listed on the Personnel Commission web site each Monday morning. Transfer requests to such positions must be received in the Personnel Commission no later than 4:00 p.m. on Thursday of the same week.

- E. The immediate administrator shall interview no less than three transfer requests (when three are available and none has been interviewed twice by the same supervisor within the year) along with applicants from the eligibility list(s) in formulating the recommendation to the Personnel Commission for filling the position and shall utilize the following criteria in priority.



- a. Requirements of the particular vacant position as related to the skills, knowledge and experience of the unit member or applicants
- b. References and evaluations
- c. Seniority within classification

Before vacancies involving shift changes are submitted to the Personnel Commission for posting, existing unit members within the appropriate classifications who request shift change when a vacancy occurs shall be given first priority in accordance with the criteria stated above.

- F. Any unit member who has requested and been denied a transfer, or who is being transferred administratively, (involuntarily) shall be entitled to a consultation with the immediate administrator and/or the Director of Labor Relations, in order to discuss the reasons for the transfer or denial of the transfer request.
- G. In the case of an administrative (involuntary) transfer, the final determination of the employee to be reassigned shall be based upon the needs of the Office. However, if no special circumstances are present, the determination of the employee to be reassigned shall be by inverse seniority (the employee in the site, division, or section, with least Office seniority.)
- H. Upon an administrative (involuntary) transfer, the unit member shall be reimbursed for excess mileage at the mileage rates established by the Office. Such excess mileage compensation shall continue for ninety (90) working days only.

Excess mileage is defined as the product of the round trip mileage from the unit member's residence to and from the new location, reduced by the round trip mileage from the unit member's residence to and from the original location.

Example:

Residence to and from the new location 50 miles round trip

Minus residence to and from original location -20 miles round trip

Equals 30 miles

Thirty (30) miles per day reimbursement up to ninety (90) working days.

**ARTICLE XI  
SAFETY**

- A. The Office shall provide a reasonably safe working environment and correct unhealthy working conditions as they relate to facilities and equipment under the direct control of the Office, and establish safety procedures for employees, and shall provide administrative monitoring of these working conditions.

The Office shall furnish, promote, and provide the use of safety devices and safeguards, and promote the use of methods and processes which are adequate to create safe and healthful working conditions. The Office will comply with code required notifications and/or postings regarding hazardous materials.

Both parties agree that the responsibility for providing safe working conditions is that of the Office and the responsibility for complying with safe procedures and practices is that of unit members. The unit member shall be responsible for reporting to the immediate supervisor as soon as possible any unsafe or unhealthy working condition. There shall be no reprisal against the unit member for reporting violations to the appropriate authorities. Unit members shall not be required to perform tasks which violate Occupational Safety and Health Standards.

The regularly established Office Safety Committee shall include two unit members selected by SEIU. The members shall have the right to place items on the committee agenda to be considered by the committee as a whole.

- B. Video Display Terminal (VDT) Standards

1. Policy

The Office agrees to develop standards for workstation equipment and furniture, and to provide information and education to employees with the intention of reducing injuries and improving health and safety.

2. Adoption of Standards

The parties agree that the Office Safety Committee will develop and recommend VDT standards to the Superintendent that comply with all applicable federal and state laws and/or regulations.

- C. Damage or Theft of Personal Automobiles

When a unit member suffers damage to a personal automobile due to vandalism or theft while on an Office assignment, the unit member shall

be reimbursed for deductibles up to \$300 per incident (excluding ornamental loss); provided the damage or theft can be verified by the site administrator as damage or theft occurring while parked at the site, and the amount of deductible on vehicle insurance can be verified. Unit members may decline to use their insurance, but the amount paid by the Office shall equal the amount paid as if the insurance claim had been made.

**ARTICLE XII  
WORK STOPPAGE**

- A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Union agrees to the following:
1. Neither the Union nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, or other concerted work stoppage during the term of this Agreement. In the event of any actual or threatened strike, or other concerted work stoppage, the Union and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and
  2. A unit member engaging in any strike, or other concerted work stoppage during the term of this Agreement shall be considered to be unlawfully absent and shall forfeit salary, fringe benefits (insurance), utilization of leave privileges, etc., for each day or portion thereof such unlawful absence occurs.

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

**ARTICLE XIII  
CAREER DEVELOPMENT AND TRAINING**

Unit members may make application for tuition reimbursement or release time to attend educational or training courses through outside educational institutions for the purpose of improving job skills in their current position, or to prepare them for other positions within the Office.

Tuition reimbursement of 50% percent of actual tuition cost up to a maximum of \$500.00 per year, \$125.00 per quarter, \$250.00 per semester or release time up two hours per week, for a semester will be provided, within budgetary limits, for approved applications.

Requests for tuition reimbursement or release time shall be submitted through line management to the Director of Labor Relations. In order to minimize financial risk to the unit member and to permit review, approval or denial, the request shall be submitted in advance of registration, but no request, shall be submitted later than thirty (30) calendar days after the start of the class. In addition, upon request, applicants shall submit a description of the course(s) content and its applicability to their current position or other positions in the Office. Reimbursement will be made upon verification of completion of the course(s) with a grade of "C" or better.

Each request shall be evaluated on the relevancy of the training to the needs of the Office, either as related to the applicant's present position, or other positions and job families within the Office. Questions concerning this program may be directed to the Director of Labor Relations.

The Director of Labor Relations shall evaluate each application and sufficiency of funding and approve or deny.

There shall be a fund of \$10,000 available for 2003-06. Unused funds will be carried over subject to the Superintendent's approval. Should this \$10,000 be exhausted, the funding of this program shall be considered for the following fiscal year's negotiations.

For those employees who receive a reduction in force (RIF) notice and will no longer be employed by LACOE, internal outplacement services, for example, resume writing, interview techniques, etc. will be offered by LACOE staff in order to assist employees in their efforts to find other employment. The employee will give reasonable advance notice to his/her supervisor of any workshop employee desires to attend.

**ARTICLE XIV  
EFFECT OF AGREEMENT**

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Section B of this Article.

- B. It is understood and agreed that the provisions of this section are intended to apply only to matters which are specifically covered in this Agreement.

It is recognized that during the term of this Agreement it may be necessary for the Office to make changes in rules or procedures affecting the employees in the unit.

Where the Office finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation. Where such change would affect the working conditions of employees in the unit, where the subject matter of the change is subject to negotiations pursuant to Government Code Sections 3540-3549.3, and where the Union requests to negotiate with the Office, the parties shall undertake negotiations, not later than fifteen (15) working days from the date of the written request, regarding the effect the change would have on the employees in the unit.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Public Employees Relations Board for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Public Employees Relations Board.

- C. Where the Office makes changes in working conditions because of the requirements of law, the Office shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law. If such compliance is not specified,

the parties shall meet and negotiate the matter or manner of compliance.

D. Separability and Savings

If any part or provision of this Agreement should be held invalid, or unenforceable by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such part or provision shall be suspended and superseded by such applicable law; however, the remainder of this Agreement and 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.

E. Effect Upon Office Policies

The Office reserves the right to 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 Office policies, rules, regulations or procedures, the terms of this Agreement shall prevail.

F. Emergency Situations

It is the mutual intention of the parties hereto that the Office retain its ability to function and serve the public and to respond to emergencies at all times, and that this Agreement should not delay or unduly burden the delivery of such services. Accordingly, it is agreed that when it is reasonably necessary for the Office to suspend or disregard any portion of Articles VI, VII or X in order to function effectively in an emergency situation, it may do so. It is understood (1) that the nature and extent of the emergency will determine and limit the Office's rights under this provision; (2) that the Office must be reasonable in its application of this provision; and (3) the Office's use of such emergency powers is subject to review pursuant to the grievance procedures of Article V. The Office shall notify the Union of such changes as soon as practical. Such emergency assignments shall not extend beyond the period of emergency "Emergency" is defined as an unforeseen and related circumstance, natural disaster, or civil unrest that threatens life and limb requiring immediate implementation of change.

G. The parties agree to comply with all applicable federal, state and local laws and regulations. The waiver or non-conformance of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement.

**ARTICLE XV  
DURATION AND RENEGOTIATIONS**

This agreement shall become effective upon the Union ratification, adoption by the Superintendent and shall remain in effect up to and including June 30, 2015.

Neither party shall be obligated to meet and negotiate on any Article that has not been reopened unless it meets the provisions described in Article XIV Effect of the Agreement. Two Articles may be reopened during the term of this agreement by mutual agreement in writing by both parties to this agreement.



**ARTICLE XVI**  
**SENIORITY FOR LAYOFF PURPOSES**

- A. Pursuant to Education Code Section 45308, seniority for purposes of layoff shall be length of service in the class, plus higher classes. Length of service means all hours in paid status.
1. The Assistant Superintendent of Human Resource Services shall prepare a seniority list for classes affected by layoff based upon hours in paid status in class plus higher classes. Copies of these lists shall be provided to the Union and posted in Human Resource Services to provide employees an opportunity to view them.
  2. The unit members shall be able to appeal the seniority listing in writing to Human Resource Services through an SEIU representative within ten (10) working days of the posting in Human Resource Services. An appeal committee, comprised of one (1), and no more than two (2), Human Resource Services employees appointed by the Office and two (2) employees appointed by SEIU, shall, at the request of the Union, review all appeals and make recommendations to the Assistant Superintendent of Human Resource Services and the Business Agent of SEIU. Due to the time constraints imposed by the Education Code , the layoff notifications will proceed during the appeal process, with adjustments being made if an Employee prevails on their appeal.
  3. Upon completion of the appeal process, the parties may, at the request of the Union, meet to discuss revisions in the lists, and any general rules of application, if necessary. After such revisions, the parties may, at the request of the Union or Human Resource Services, execute a written verification of the list.
  4. A break in service, due to lay off (Reduction In Force [RIF]), will not cause the employee to lose his/her seniority earned up to the date of layoff for a period of 39 months. For any break in service which is followed by reemployment under Education Code Section 45298, the seniority for layoff purposes will be adjusted by the time of absence during the service break.

**ARTICLE XVII  
NON-DISCRIMINATION**

The parties mutually recognize and agree that the provisions of this contract shall be applied equally to all employees in the unit without discrimination on the basis of disability, race, color, gender, sexual preference, age, religion, national origin or political affiliation. Unit members and leadership shall not be discriminated against for lawful union activity. Claims arising under this Article shall be handled under appropriate County policies and statutory procedures. The Article is not subject to procedures in the Grievance Article.

IN WITNESS WHEREOF, the Parties have executed and entered into a Successor Agreement for July 1, 2012 – June 30, 2013. The parties have executed and entered into the following tentative agreements as of 03/28/2013:

- Statement of Agreement
- Article I Recognition (attached)
- Article II Definitions (attached)
- Article IV Union Rights (attached)
- Article VII Leaves of Absence, Vacations and Holidays (attached)
- Article IX Compensation (attached)
- Article XVIII Duration and Renegotiations (attached)

**SERVICE EMPLOYEES INTERNATIONAL UNION**

DATED: 3/28/2013 By: [Signature]  
Beverly Carter  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION**

DATED: 3/28/13 By: [Signature]  
Felicia Whitney  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 3-28-13 By: [Signature]  
Darren M. Duffie  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 3-28-2013 By: [Signature]  
Jonathan H. Crotty  
(Print Name)



**Los Angeles County Office of Education**

Leading Educators ▪ Supporting Students ▪ Serving Communities

**2013-14 Clerical, Office Services and Technical Unit (SEIU) Salary Schedule S**

Family AA	Job Code	Classification	Range	1	2	Step 3	4	5
H G	478	Accounting Clerk	21	2,916	3,078	3,249	3,430	3,620
D G	473	Accounting Specialist	39	3,720	3,927	4,145	4,376	4,619
D A	773	Administrative Aide	47	4,145	4,376	4,619	4,876	5,147
D A	342	Administrative Assistant	47	4,145	4,376	4,619	4,876	5,147
D A	772	Assistant Administrative Analyst	59	4,876	5,147	5,434	5,736	6,055
H G	684	Assistant Buyer	38	3,670	3,874	4,089	4,317	4,557
D H	344	Assistant Human Resources Analyst	60	4,943	5,218	5,508	5,814	6,138
D D	399	Assistant Network Engineer	55	4,619	4,876	5,147	5,434	5,736
D A	740	AVID Outreach Assistant	44	3,980	4,202	4,435	4,682	4,943
G B	705	Braille Transcriber	22	2,955	3,120	3,293	3,476	3,670
D G	315	Budget Technician	48	4,202	4,435	4,682	4,943	5,218
D G	683	Buyer	54	4,557	4,811	5,078	5,361	5,659
H H	748	Career Development Program Assistant	19	2,838	2,996	3,162	3,338	3,524
D H	849	Career Development Program Specialist	56	4,682	4,943	5,218	5,508	5,814
H I	545	Clerk	08	2,445	2,581	2,725	2,876	3,036
H I	546	Clerk (Restricted)	08	2,445	2,581	2,725	2,876	3,036
D A	747	Community Outreach Assistant	47	4,145	4,376	4,619	4,876	5,147
G D	365	Computer Operator	37	3,620	3,822	4,035	4,259	4,496
H I	7441	Counselor Assistant	22	2,955	3,120	3,293	3,476	3,670
I C	813	Custodian	15	2,688	2,838	2,996	3,162	3,338
I C	814	Custodian Special	15	2,688	2,838	2,996	3,162	3,338
H I	382	Data Control Clerk	33	3,430	3,620	3,822	4,035	4,259
H D	396	Data Processing Assistant	31	3,338	3,524	3,720	3,927	4,145
D D	776	Data Processing Specialist	46	4,089	4,317	4,557	4,811	5,078
I C	611	Delivery Driver	19	2,838	2,996	3,162	3,338	3,524
H I	501	Department Assistant Dance	22	2,955	3,120	3,293	3,476	3,670
H I	502	Department Assistant Music	22	2,955	3,120	3,293	3,476	3,670
H I	503	Department Assistant Theatre	22	2,955	3,120	3,293	3,476	3,670
H I	504	Department Assistant Visual Arts	22	2,955	3,120	3,293	3,476	3,670
D B	686	Desktop/Web Publisher	44	3,980	4,202	4,435	4,682	4,943
F E	560	Division Secretary	34	3,476	3,670	3,874	4,089	4,317
F E	5604	Division Secretary - Bilingual Spanish	38	3,670	3,874	4,089	4,317	4,557
H A	741	Educational Community Worker	15	2,688	2,838	2,996	3,162	3,338
H I	854	Event Coordination Specialist	30	3,293	3,476	3,670	3,874	4,089
F E	551	Executive Assistant	46	4,089	4,317	4,557	4,811	5,078
F E	548	Executive Legal Secretary	46	4,089	4,317	4,557	4,811	5,078
D A	774	Facilities Analyst	60	4,943	5,218	5,508	5,814	6,138
H A	789	Forms Technician	36	3,572	3,771	3,980	4,202	4,435
D A	544	Grant Writer	55	4,619	4,876	5,147	5,434	5,736
D B	621	Graphic Artist	46	4,089	4,317	4,557	4,811	5,078
D A	695	Head Start Governance Assistant	59	4,876	5,147	5,434	5,736	6,055
D A	578	Head Start Program Development Assistant	59	4,876	5,147	5,434	5,736	6,055
D H	423	Human Resources Aide	48	4,202	4,435	4,682	4,943	5,218
H H	424	Human Resources Assistant	22	2,955	3,120	3,293	3,476	3,670
H H	420	Human Resources Specialist	35	3,524	3,720	3,927	4,145	4,376
G B	667	Imaging Specialist	24	3,036	3,205	3,384	3,572	3,771
D I	786	Information Resources Specialist	41	3,822	4,035	4,259	4,496	4,746
G B	737	Instructional Media Specialist	40	3,771	3,980	4,202	4,435	4,682
H G	470	Intermediate Accounting Clerk	47	3,162	3,338	3,524	3,720	3,927
H I	543	Intermediate Clerk	18	2,800	2,955	3,120	3,293	3,476
H I	536	Intermediate Typist Clerk	19	2,838	2,996	3,162	3,338	3,524
H I	8122	Inventory Control Clerk	20	2,876	3,036	3,205	3,384	3,572

Approved by Superintendent 04/18/13

Rates effective 07/01/13

Page 1 of 3



APPENDIX A (2)

**Los Angeles County Office of Education**

Leading Educators • Supporting Students • Serving Communities

**2013-14 Clerical, Office Services and Technical Unit (SEIU) Salary Schedule S**

Family AA	Job Job	Job Code	Classification	Range	1	2	Step 3	4	5
D	A	704	Language Interpreter/Translator	47	4,145	4,376	4,619	4,876	5,147
I	C	824	Lead Maintenance Worker	32	3,384	3,572	3,771	3,980	4,202
F	E	549	Legal Secretary	34	3,476	3,670	3,874	4,089	4,317
D	A	6905	Legal Technician	47	4,145	4,376	4,619	4,876	5,147
D	A	5465	Legislative Assistant	47	4,145	4,376	4,619	4,876	5,147
I	C	825	Maintenance Worker	26	3,120	3,293	3,476	3,670	3,874
G	B	729	Media Assistant	14	2,652	2,800	2,955	3,120	3,293
H	I	606	Media Dispatching Clerk	24	3,036	3,205	3,384	3,572	3,771
D	B	640	Media Production Specialist	57	4,746	5,010	5,289	5,583	5,893
G	B	723	Media Specialist/Braille	22	2,955	3,120	3,293	3,476	3,670
G	B	724	Media Specialist/Deaf	22	2,955	3,120	3,293	3,476	3,670
D	D	290	Microcomputer Support Technician I	47	4,145	4,376	4,619	4,876	5,147
D	D	294	Microcomputer Support Technician II	55	4,619	4,876	5,147	5,434	5,736
H	I	7822	Migrant Education Assistant	27	3,162	3,338	3,524	3,720	3,927
D	A	822	Migrant Education Regional Recruiter	45	4,035	4,259	4,496	4,746	5,010
H	A	7821	Migrant Education Specialist	35	3,524	3,720	3,927	4,145	4,376
H	D	397	Network Support Clerk	34	3,476	3,670	3,874	4,089	4,317
G	B	655	Offset Press Operator	26	3,120	3,293	3,476	3,670	3,874
D	G	7311	Payroll Specialist	46	4,089	4,317	4,557	4,811	5,078
G	B	433	Phototypesetter	28	3,205	3,384	3,572	3,771	3,980
G	B	339	Production Assistant	25	3,078	3,249	3,430	3,620	3,822
G	B	338	Production Asst Bilingual/Biliterate(Spanish)	25	3,078	3,249	3,430	3,620	3,822
D	D	355	Programmer Analyst I	57	4,746	5,010	5,289	5,583	5,893
D	D	354	Programmer Analyst II	70	5,659	5,974	6,306	6,657	7,027
D	A	539	Proofreader/Copy Editor	37	3,620	3,822	4,035	4,259	4,496
D	A	538	Publications Assistant	47	4,145	4,376	4,619	4,876	5,147
H	I	846	Reader	08	2,445	2,581	2,725	2,876	3,036
H	I	430	Receptionist	19	2,838	2,996	3,162	3,338	3,524
I	B	658	Reprographics Worker	14	2,652	2,800	2,955	3,120	3,293
D	A	765	Research Technician	47	4,145	4,376	4,619	4,876	5,147
F	E	571	School Administrative Secretary	30	3,293	3,476	3,670	3,874	4,089
H	I	564	School Clerk	12	2,581	2,725	2,876	3,036	3,205
D	A	591	School to Career Transition Specialist	47	4,145	4,376	4,619	4,876	5,147
F	E	561	Secretary	30	3,293	3,476	3,670	3,874	4,089
F	E	5603	Secretary-Bilingual Spanish	34	3,476	3,670	3,874	4,089	4,317
H	G	460	Senior Accounting Clerk	33	3,430	3,620	3,822	4,035	4,259
G	B	7035	Senior Braille Transcriber	30	3,293	3,476	3,670	3,874	4,089
D	H	742	Senior Career Development Program Specialist	63	5,147	5,434	5,736	6,055	6,392
H	I	542	Senior Clerk	28	3,205	3,384	3,572	3,771	3,980
G	D	364	Senior Computer Operator	48	4,202	4,435	4,682	4,943	5,218
D	A	785	Senior Contracts Specialist	43	3,927	4,145	4,376	4,619	4,876
I	C	812	Senior Custodian	20	2,876	3,036	3,205	3,384	3,572
H	I	381	Senior Data Control Clerk	37	3,620	3,822	4,035	4,259	4,496
D	D	775	Senior Data Processing Specialist	53	4,496	4,746	5,010	5,289	5,583
F	E	559	Senior Division Secretary	40	3,771	3,980	4,202	4,435	4,682
F	E	550	Senior Executive Assistant	52	4,435	4,682	4,943	5,218	5,508
D	B	620	Senior Graphic Artist	50	4,317	4,557	4,811	5,078	5,361
H	H	422	Senior Human Resources Assistant	28	3,205	3,384	3,572	3,771	3,980
D	H	421	Senior Human Resources Specialist	43	3,927	4,145	4,376	4,619	4,876
D	H	410	Senior Human Resources Specialist - Credentials	43	3,927	4,145	4,376	4,619	4,876
D	H	4105	Senior Human Resources Specialist - Merit System	43	3,927	4,145	4,376	4,619	4,876
G	B	736	Senior Instructional Media Specialist	47	4,145	4,376	4,619	4,876	5,147

Approved by Superintendent 04/18/13

Rates effective 07/01/13

Page 2 of 3



**Los Angeles County Office of Education**

Leading Educators ▪ Supporting Students ▪ Serving Communities

**2013-14 Clerical, Office Services and Technical Unit (SEIU) Salary Schedule S**

Family	Job	Classification	Range	1	2	Step	4	5	
AA	Job	Code				3			
H	D	398	Senior Network Support Clerk	38	3,670	3,874	4,089	4,317	4,557
G	B	653	Senior Offset Press Operator	37	3,620	3,822	4,035	4,259	4,496
D	G	732	Senior Payroll Specialist	53	4,496	4,746	5,010	5,289	5,583
I	B	657	Senior Reprographics Worker	26	3,120	3,293	3,476	3,670	3,874
H	I	565	Senior School Clerk	22	2,955	3,120	3,293	3,476	3,670
D	A	787	Senior Special Programs Assistant	47	4,145	4,376	4,619	4,876	5,147
D	D	801	Senior Systems Specialist	53	4,496	4,746	5,010	5,289	5,583
H	I	535	Senior Typist Clerk	29	3,249	3,430	3,620	3,822	4,035
H	I	3822	Senior Typist Clerk-Bilingual Spanish	33	3,430	3,620	3,822	4,035	4,259
H	A	782	Special Programs Assistant	27	3,162	3,338	3,524	3,720	3,927
G	B	685	Studio & Utility Engineer	42	3,874	4,089	4,317	4,557	4,811
D	D	800	Systems Specialist	46	4,089	4,317	4,557	4,811	5,078
D	A	788	Technical Writer	45	4,035	4,259	4,496	4,746	5,010
G	A	363	Telecommunications Assistant	34	3,476	3,670	3,874	4,089	4,317
D	D	816	Telecommunications Technician	60	4,943	5,218	5,508	5,814	6,138
D	A	754	Training Coordinator	54	4,557	4,811	5,078	5,361	5,659
D	A	810	Training Coordinator-Nonviolent Crisis Intervention	54	4,557	4,811	5,078	5,361	5,659
D	A	833	Transportation Scheduler	55	4,619	4,876	5,147	5,434	5,736
H	I	537	Typist Clerk	12	2,581	2,725	2,876	3,036	3,205
I	C	820	Utility Worker	08	2,445	2,581	2,725	2,876	3,036
H	A	368	Video Service Specialist	30	3,293	3,476	3,670	3,874	4,089
I	C	805	Warehouse Worker	24	3,036	3,205	3,384	3,572	3,771
H	H	4205	Workers' Compensation Assistant	35	3,524	3,720	3,927	4,145	4,376

**Compensation Differentials**

**Night Shift:** Second (Swing) Shift - 5.50%  
Third (Graveyard) Shift - 9.00%

**Bilingual Pay:** Oral & Written - The greater of 5.50% or \$70 per month  
Oral or Written - The greater of 2.75% or \$35 per month

**Dictation:** 2.75% - All Secretarial Positions Which Require Dictation

**On Call Pay:** \$1.00 per hour

Anniversary Increments - Years of Service Completed with the Office:	10th-14th Year	15th-19th Year	20th-24th Year	25th-29th Year	30th+ Year
10-Month Monthly Rate	50.00	80.00	150.00	200.00	250.00
12-Month Monthly Rate	41.67	66.67	125.00	166.67	208.33



**Los Angeles County Office of Education**

Leading Educators • Supporting Students • Serving Communities

**2013-14 12-MONTH CLASSIFIED EMPLOYEES' \*\* CALENDAR**

Work Year Begins July 1, 2013 and Ends June 30, 2014

<b>JULY 2013</b>			
1 2 3 4 5			
8 9 10 11 12	22	22	
15 16 17 18 19	Service	Service	
22 23 24 25 26	Days	Days	
29 30 31			
<b>SEPTEMBER 2013</b>			
2 3 4 5 6			
9 10 11 12 13	20	23	
16 17 18 19 20	Service	Service	
23 24 25 26 27	Days	Days	
30			
<b>NOVEMBER 2013</b>			
4 5 6 7 8 1			
11 12 13 14 15	17	19	
18 19 20 21 22	Service	Service	
25 26 27 28 29	Days	Days	
<b>JANUARY 2014</b>			
6 7 8 9 10 1			
13 14 15 16 17	21	18	
20 21 22 23 24	Service	Service	
27 28 29 30 31	Days	Days	
<b>MARCH 2014</b>			
3 4 5 6 7			
10 11 12 13 14	21	22	
17 18 19 20 21	Service	Service	
24 25 26 27 28	Days	Days	
31			
<b>MAY 2014</b>			
5 6 7 8 9 1 2			
12 13 14 15 16	21	21	
19 20 21 22 23	Service	Service	
26 27 28 29 30	Days	Days	
<b>AUGUST 2013</b>			
5 6 7 8 9 1 2			
12 13 14 15 16			
19 20 21 22 23			
26 27 28 29 30			
<b>OCTOBER 2013</b>			
7 8 9 10 11 1 2 3 4			
14 15 16 17 18			
21 22 23 24 25			
28 29 30 31			
<b>DECEMBER 2013</b>			
9 10 11 12 13 2 3 4 5 6			
16 17 18 19 20			
23 24 25 26 27			
30 31			
<b>FEBRUARY 2014</b>			
10 11 12 13 14 3 4 5 6 7			
17 18 19 20 21			
24 25 26 27 28			
<b>APRIL 2014</b>			
14 15 16 17 18 1 2 3 4			
21 22 23 24 25			
28 29 30			
<b>JUNE 2014</b>			
16 17 18 19 20 2 3 4 5 6			
23 24 25 26 27			
30			

Calendar Realignment Requests must have Division Director Approval, with notification to affected staff no later than October 31, 2013.

Designated Holidays (14)

247 Total Work Days

APPENDIX B (2)



**Los Angeles County Office of Education**

Leading Educators ▪ Supporting Students ▪ Serving Communities

**LEGAL HOLIDAYS PER EDUCATION CODE SECTIONS 37220/45205**

<b>Holiday</b>	<b>2013-14 Date</b>	<b>Day of Week</b>	<b>Day/Date Each Year</b>
Independence Day	July 4	Thursday	July 4
Labor Day	September 2	Monday	1st Monday in September
Veteran's Day	November 11	Monday	November 11 <sup>1</sup>
Thanksgiving Day	November 28	Thursday	4th Thursday in November
Christmas Day	December 25	Wednesday	December 25
New Year's Day	January 1	Wednesday	January 1
Martin Luther King, Jr. Day	January 20	Monday	3rd Monday in January <sup>2</sup>
Lincoln Day	February 14	Friday	In Week of February 12 <sup>3</sup>
Washington Day	February 17	Monday	3rd Monday in February
Memorial Day	May 26	Monday	Last Monday in May

<sup>1</sup>The day of the week on which November 11<sup>th</sup> falls. If November 11<sup>th</sup> falls on a Saturday, the school holiday will be the preceding Friday. If November 11<sup>th</sup> falls on a Sunday, the school holiday will be on the Monday after.

<sup>2</sup>Either the third Monday in January, or the Monday or Friday in the week in which January 15 occurs.

<sup>3</sup>Monday or Friday of the week in which February 12 falls.

**BOARD HOLIDAYS PER EDUCATION CODE 37200/45205**

November 27, 2013	In lieu of Admission Day
November 29, 2013	The day after Thanksgiving Day
December 24, 2013	Christmas Eve
December 31, 2013	New Year's Eve

**Workyear:** 12-Month SEIU, Confidential, or Classified Management Employees — 247 days, plus 14 holidays (Vacation accrued in accordance with applicable collective bargaining agreement or LACOE Board Regulation.)

**HUMAN RESOURCE ADVISORY AND SUPPORT SERVICES**  
(562) 803-8377



## APPENDIX C

### GUIDELINES FOR COMPENSATORY TIME

1. The employer reaches an agreement with the employee to accept compensatory time off in lieu of overtime pay prior to the performance of the overtime being worked.
2. The employee knowingly and voluntarily agrees to accept compensatory time.
3. Compensatory time is at the rate of one and one-half hours off for each hour of overtime worked.
4. Once an employee has accrued 120 hours of compensatory time (80 hours x 1.5) the employee can request payment in lieu of compensatory time off and any time in excess of the 120 hours will be paid.
5. Employees who have requested the use of compensatory time will be permitted to use such time within a reasonable period after making the request if used of the time does not unduly disrupt the operations of the unit. Mere inconvenience is insufficient reason to deny an employee's request to use compensatory time.
6. Each employee who has accrued compensatory time off may be required to use the compensatory time within a reasonable period after receiving notice to do so. The notice will include the length of time in which a specified number of hours of compensatory time are to be used. A division may opt to pay out all or any portion of compensatory time due an employee.
7. If an employee separates, promotes, demotes or transfers, unused compensatory time must be paid out. Additionally, if a non-exempt employee's status changes to exempt, compensatory time must be used or paid out prior to the effective date.

From the Fair Labor Standard Act  
\*Applicable to Public Entities

## APPENDIX D

### NON-DISCRIMINATION and EQUAL OPPORTUNITY EMPLOYMENT

ALL PERSONNEL

4004

#### Nondiscrimination and Equal Opportunity Employment

Every effort shall be made to realize full, equal employment, in practice and results, for all people. No employee or applicant for employment shall suffer discrimination prohibited under any state or federal law. To this end, no person, because of race, color, religion, national origin, marital status, sexual orientation, disability, ancestry, age (over 40), sex, or medical condition, shall be discriminated against in employment, promotion, training, transfer, application of policy or regulation, or in any other way be excluded from or denied the benefits of programs or activities.

It shall be a goal of the Board and Superintendent to provide leadership and assistance in building an environment in which opportunity for employment is equalized. LACOE's Diversity Initiative, is an important step towards establishment of LACOE as an inclusive, positive workplace where all cultures and differences are valued.

LEGAL REFERENCES: California State Constitution Article I, Section 31

Executive Order 11246, 41C.F.R. Parts 60-1, 60-2

Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) Title VI and Title VII

California Fair Employment and Housing Act Government Code Section 12900 et seq.

Americans with Disabilities Act 42 U.S.C. Section 12101 et seq.

The Rehabilitation Act of 1973, as amended 29 U.S.C. Section 791 et. seq.

## **APPENDIX E**

### **FAMILY and MEDICAL LEAVE**

**ALL PERSONNEL**

**4054**

#### Family and Medical Leave

In accordance with state and federal law the Office will grant family and medical leave to eligible employees to care for a parent, child or spouse who has a serious medical condition, to care for the employee's newly born or adopted child, or because the employee's own serious health condition makes the employee unable to perform the functions of his or her position.

LEGAL REFERENCES: Family and Medical Leave Act of 1993 29 U.S.C.  
Section 2601 et seq. 29 C.F.R. Part 825

California Family Rights Act of 1991,  
Government Code 12945.2

California Code of Regulations, Title 2,  
Section 7297.0

APPENDIX F (1) FINAL

**Tentative Agreement  
Between  
Los Angeles County Office of Education  
and  
California School Employees Association  
and  
Los Angeles County Education Association  
and  
Service Employees International Union, Local 660**

APPENDIX TO AGREEMENT

**JOINT BENEFITS COMMITTEE**

1. This Appendix sets forth the procedures to be followed by the Joint Benefits Committee referred to in Article IX of the bargaining agreement.
2. **Quorum.** A quorum shall consist of at least two-thirds (2/3) of the Committee members, provided that at least one (1) Office member and two (2) Union members, one each from any two (2) Unions, are present.
3. **Voting.** The Committee shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Agreement except upon the vote of each group of the Committee at a meeting of the Committee duly and regularly called or except by the signed concurrence of all Committee members without a meeting.
4. **Proxies.** A member may designate any other member as a proxy to vote and take action in the same manner and with the same effect as if the designating member were present; provided that proxies may not be counted to determine the presence of a quorum and provided that Office members may not designate Union members or Union personnel and Union members may not designate Office members or Office personnel.
5. **Unit Vote.** The Office members and the Union members shall act jointly in the administration of this Agreement, it being the intent of the Agreement that there be equal representation in the administration of the Agreement. All actions shall be decided by a unit vote, the Office members being entitled to one (1) vote, and the Union members being entitled to one (1) vote, respectively; provided, however, that in order to cast a vote at any particular meeting, no less than two (2) Office members and two (2) Union members as the case may be, are present at the meeting.

APPENDIX F (2)

The unit vote of the Union members shall be determined first by attempting to reach a consensus among Union members present at the meeting. If consensus is not reached by the Union members, the Union unit vote will be determined by a majority vote of the Union members present at any meeting.


The unit vote of the Office members shall be determined first by attempting to reach a consensus among the Office members. If consensus is not reached by the Office members, the Office unit vote will be determined by a majority vote of the Office members present at any meeting.

If the vote among either Union members or among Office members to determine the respective unit vote ends in a tie vote, such tie shall constitute a vote in opposition to the question for purposes of the subsequent unit vote. A tie vote between Union members and Office members shall be controlled by the provisions of this Appendix concerning tie votes and deadlocks.

6. **Location of Meetings.** Meetings of the Joint Benefits Committee shall be held quarterly or as needed at a place agreed upon by the members.
7. **Action Without a Meeting.** Upon any matter that may properly come before the Committee, the members may act without a meeting, provided such action has the written concurrence of all the members.
8. **Deadlock.** In the event of a deadlock of the Office members and the Union members on any matter within their power, the dispute may proceed with the rules governing Impasse pursuant to the Educational Employment Relations Act (EERA).
9. **Tie Vote as Deadlock.** Subject to paragraph 10 below, a deadlock of the Committee members may occur only upon a tie vote.
10. **Procedural Requirements for Deadlock.** A deadlock of the Office members and the Union members shall not be deemed to have occurred unless and until a vote has been taken on a matter at each of two (2) meetings of the Committee, with the second meeting occurring no later than ninety (90) calendar days after the first meeting, unless the members vote to extend this time period for up to an additional ninety (90) calendar days. If information deemed germane to a matter by the Union members or the Office members is not available within the initial ninety (90) calendar day period, then that period shall be automatically extended until the information is presented to the members at a Committee meeting, except that in no event shall the extension be greater than ninety (90) calendar days.

APPENDIX F (3)

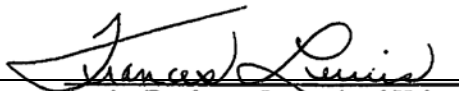
11. **Impasse.** If a deadlock occurs pursuant to the provisions above, the parties may execute a joint declaration of inability to reach agreement or, alternatively, each union may choose to execute its own declaration of inability to reach agreement, and the matter shall thereafter proceed in accordance with the provisions of the EERA governing impasse procedures. This provision shall not be construed to force the unions to resolve the deadlock with a joint impasse.

  
Annette L. Anderson, Director  
Labor Relations, LACOE


June 26, 2006  
Date

  
Los Angeles County Education Association  
Mark Lewis, President

JUNE 26, 2006  
Date

  
Service Employees International Union  
Frances Lewis, Field Representative

June 26, 2006  
Date

  
California School Employees Association  
Norma Kinder, President

June 26, 2006  
Date

**APPENDIX G (1)**  
**(FIRST) AMENDMENT**  
**TO**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR CREATION AND MANAGEMENT OF A**  
**JOINT BENEFITS BANK ACCOUNT<sup>1</sup>**

The Los Angeles County Office of Education ("LACOE"), the California School Employees Association, Chapter 624 ("CSEA"), the Los Angeles County Education Association ("LACEA"), and the Service Employees International Union, Local 99 ("SEIU") (collectively referred to as the "Parties") hereby enter into this Memorandum of Understanding ("MOU") on this 14<sup>th</sup> day of April, 2008, as amended on July 20, 2011, for the following purposes and with reference to the following facts:

WHEREAS, the Parties created the Los Angeles County Schools Joint Benefits Trust ("the Trust") for the purpose of receiving and managing employer and employee contributions for health and welfare benefits, subject to bargaining between LACOE and the Unions; and

WHEREAS, the Parties agreed, effective January 1, 2007, to change from the Trust health plan to LACOE, for the purpose of providing for employee health and welfare benefits; and

WHEREAS, the Parties have determined that because of the change from the Trust health plan to LACOE, the purpose for the Trust no longer exists; and

WHEREAS, the Parties wish to dissolve the Trust while maintaining the monies held by the Trust in a separate designated account, to be expended only for health and welfare benefits as agreed upon by the Parties through collective bargaining negotiations.

NOW, THEREFORE, it is hereby agreed by and between LACOE, CSEA, LACEA, and SEIU as follows:

1. On or before July 1, 2008, LACOE shall open an interest bearing bank account, designated by LACOE to be a depository solely for the monies formally held by the Trust and to include and not be limited to related interest and/or dividend earnings for employee health and welfare benefits (hereinafter referred to "The LACOE Employee Health and Welfare Account"). Withdrawal, expenditures, renewals of certificate of deposit, or transfer of monies from the LACOE Employee Health and Welfare Account shall be in accordance with paragraph 6 below.

---

<sup>1</sup> The intent of the Amendment is merely to clarify certain provisions of the Memorandum of Understanding (MOU), including but not necessarily limited to ¶¶ 1 and 6 relating to account transactions that require approval; and ¶¶ 4, 5, 6, and 7 relating Article IX, Compensation which is amended on a yearly basis. The Amendment herein does not affect or modify any of the substantive provisions of the MOU or their implementation thereof.

APPENDIX G (2)

2. Expenses incurred by the Trust prior to June 30, 2008, such as expenses for outside consultants, shall be paid by the Trust before Trust funds are transferred to The LACOE Employee Health and Welfare Account. Expenses incurred by the Trust on or after June 30, 2008, if any, shall be paid from the LACOE Employee Health and Welfare Account, in accordance with paragraph 6 below.

3. The monies held by the Trust shall be transferred to The LACOE Employee Health and Welfare Account on or before June 30, 2008.

4. The Joint Benefits Committee shall continue to operate under the same terms and conditions as provided in the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

5. LACOE shall comply with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

6. Withdrawals, expenditures, renewals of certificate of deposit, or transfers of monies from The LACOE Employee Health and Welfare Account shall be made only as approved by the Joint Benefits Committee and in accordance with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference. The Assistant Superintendent of Business Services (or if he/she is unavailable, the Assistant Superintendent of Human Resource Services) and a LACOE employee of the member groups shall have signature responsibilities for the account. The member group shall be selected annually, effective July 1, 2008, in alphabetical order and in the following order of rotation: CSEA 2011-12; LACEA 2012-13; and SEIU 2013-14. It is the responsibility of each member group to put someone forward to meet the obligation for the group's year, including a primary and secondary person.

7. This MOU shall not be construed as adding to or altering the terms of the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, except as specifically provided herein, and as amended from time to time which is incorporated herein by reference.

8. If for any reason any paragraph or provision of the MOU, or the application thereof, to any person, entity, or circumstance shall be held to be invalid, unenforceable, or contrary to any law, then the remainder of the MOU, or the application of such paragraph or provision to persons, entities, or circumstances other than those to



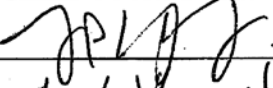
APPENDIX G (3)

which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

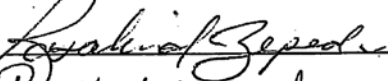
The MOU constitutes the entire agreement between the Parties and in executing the MOU, each party hereto does so freely, knowingly, and voluntarily and is fully aware of the contents and effects thereof, and such execution is not the result of any fraud, duress, mistake, or undue influence whatsoever.

IN WITNESS WHEREOF, the Parties have executed and entered into the MOU as of the date first written above.

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 7/20/11 By:   
Joseph Ybarra Jr.  
(Print Name)


**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624**

DATED: 7/20/2011 By:   
Rosalind Zepeda  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 7/20/2011 By: Michaela O'Neill  
Michaela O'Neill  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

DATED: 7/20/2011 By:   
Beverly E. CARTER  
(Print Name)

Appendix H (1)

**2011  
Tentative Agreement  
Between  
Los Angeles County Office of Education  
and  
California School Employees Association, Chapter 624  
and  
Los Angeles County Education Association  
and  
Service Employees International Union, Local 99**

**ARTICLE IX  
COMPENSATION**

**Insurance Fringe Benefits**

1. The Office shall provide or make available to each unit member medical and health insurance benefits.
  - a. The benefits plan established pursuant to the collective bargaining agreement shall be for the purpose of providing for the medical, dental, vision, and life benefits for unit members, dependents, and domestic partners as defined in Article II Definitions and retirees and their dependents.

The Associations and Union have formed a Joint Benefits Committee, comprised of three (3) members from each bargaining unit and management (to be determined by each group), to negotiate with the Office changing carriers, Office contribution, eligibility, the amount of The LACOE Employee Health and Welfare Account balance, benefit coverage in the various plans, enrollment and termination rules and procedures. The procedures to be followed regarding voting, tie vote, and deadlock are set forth in the "Joint Benefits Committee Appendix" attached to this Agreement, which is incorporated herein by reference.

By way of a Memorandum of Understanding (MOU), the parties agreed to, and did create "The LACOE Employee Health and Welfare Account." A copy of the MOU is attached to this Agreement, which is incorporated herein by reference.

- b. The LACOE Employee Health and Welfare Account (formerly the "Trust Surplus Fund Balance")
  - i. The parties agree to designate The LACOE Employee Health and Welfare Account funds and interest ( hereinafter "Health & Welfare

Appendix H (2)

Account") in excess of the actuarially appropriate resources for run-out costs as restricted funds to be used for medical, dental, vision and life for active employees and dependents, and medical, dental, and vision for retirees and spouse or domestic partner.

- ii. The parties agree to allot \$2 million dollars to be designated for retiree benefits which shall cover the contribution to California Public Employees' Retirement System (hereinafter "PERS") only referenced in ¶2.f.(i.), with the excess Health & Welfare Account funds to be negotiated to what is in the best interest of the active employees including but not be limited to retiree benefits. Effective January 1, 2007, the \$2 million dollars allotted for retiree benefits shall be used for retirees who are not eligible or no longer eligible for Years of Service Benefits, and shall be billed to the Joint Benefits Committee quarterly.
  - iii. Starting with the quarter of October 1, 2007, through December 31, 2007, the Office will provide the Joint Benefits Committee with an accounting and invoice that shows the Office and employee health and welfare contributions, and the payments to the health care vendors, which shall reflect the retrospective actual payouts starting with that quarter. For calendar year January 1, 2011, through December 31, 2011, the Health & Welfare Account funds shall be used to cover rate increases in the 2011 insurance premiums for the medical, HMO dental, and life, plus claims and administrative fees for the PPO dental plan and the vision plan for unit members, dependents, and domestic partners as defined in Article II, Definitions, excluding the PERS 2011 rate increase for retirees and their spouses or domestic partners (i.e., ¶2.f.i) whose rate increases shall be paid from the "\$2 million dollar fund" allotted for retiree benefits.
  - iv. The Joint Benefits Committee shall monitor the Health & Welfare Account balance to ensure that funds are only used for health and welfare benefits and will be provided with an itemized written statement by the Office or the financial institution in which the Health & Welfare Account is held as frequently as the financial institution distributes such statement.
2. Effective with this Agreement, the Office will make the following annual contributions to health and welfare benefits for unit members:
- a. Beginning January 1, 2011, the Office will contribute \$108.00 per month (twelfthly \$1,296.00 per calendar year) to eligible unit members for approved PERS Health plan options. This amount shall be the Office's basic employee-only medical benefits contribution.

Appendix H (3)

- b. Effective January 1, 2011, the Office shall annually provide a Supplemental Benefit for eligible unit members to be used for additional benefit coverage. The Office will provide the following annual Supplemental Benefit (paid tenthly) towards the premiums for eligible unit members' medical, dental, vision, and life insurance coverage: \$7,934.00. Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction.
- c. If the amount of the Office's contribution that is required by state or federal law is increased, the amount of the Supplemental Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.
- d. The Supplemental Benefit under Section 2 above is contingent upon the unit members' participation in the Office's benefits programs.
- e. The parties agree that the total annual Office contribution for medical benefits for fulltime current unit members, including the PERS minimum base rate and the Office Supplemental Benefit, shall not exceed the dollar figures in Section 2 above. Any premium costs in excess of the above Office contribution and Supplemental Benefit in Sections 1 and 2 above, shall be paid by the unit member through tenthly payroll deduction, and paid by the retiree through the California State Teachers' Retirement System (hereinafter "STRS")/PERS payroll system deduction.
- f. Effective July 2010, the parties agree to reimburse the Office for PERS administrative fee, which is calculated on the total retired health premiums each month, pursuant to Government Code section 22901. Payment hereunder will be borne fifty percent (50%) from the Office and fifty percent (50%) from the Associations and the Union until such time as the \$2 million allotted (§1 b ii above) is exhausted. Thereafter, the Office will bear all the costs.
- g. Payments to the Office hereinabove shall be made on a quarterly basis from the \$2 million allotted (January 1, 2007) for retiree benefits under Article IX, 1, b, ii, herein.
- h. Retiree Fringe Benefits—Unequal Contribution Method:
  - i. Unit members who retire from active service under the STRS/PERS shall be entitled to receive the basic Office retiree medical contribution of \$21.60 per month twelfthly (\$259.20 annually), or as adjusted by law, toward the purchase of a PERS medical benefit so long as the Office continues to participate in the PERS retirement plan, pursuant to Government Code Section 22892(c). Upon termination of the

Appendix H (4)

Office's participation in the PERS medical insurance plan or its successor, the Office shall have no further obligation for payment of the retiree's medical contribution, but will offer the retiree the option to continue, at his/her own expense, in the subsequent medical insurance plan. Termination of the Office's participation in the PERS medical insurance plan or its successor shall not affect the ability of eligible retirees to elect to participate in the retiree Years of Service Benefit Program as set forth below.

- ii. In addition, the Office shall annually provide a Years of Service Benefit for eligible retirees based upon years of service. The Benefit may be used for additional benefits coverage. The maximum period of coverage for the Years of Service Benefit shall be for five (5) years. Coverage shall terminate at the end of five (5) years or when the retiree attains age sixty-five (65) or when the retiree becomes eligible for Medicare coverage, whichever occurs first.
- iii. Amount of Years of Service Benefit:
  - Retirees, ages 55 to 65 with ten (10) years of service with the Office—\$2,744.80
  - Retirees, ages 55 to 65 with twenty (20) years of service with the Office—\$5,740.80
- iv. For individuals who retire after the dates specified in the collective bargaining agreements or LACOE Board Regulations, the amount of \$3,004.00 for ten years of service or \$6,000.00 for 20 years of service, may be paid directly to a certified medical insurer, other than PERS, selected by the retiree. If the medical insurance premium is less than the eligible amount, the Office will pay no more than the total cost of the premium.
- v. If the amount of the Office contribution that is required by state or federal law is increased, the amount of the Years of Service Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.
- i. It is agreed that all of the above provisions are subject to the approval of the PERS, which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plans.
- j. In the event the legality of the above provisions or similar provisions existing in other county offices or school districts are challenged or are found to be invalid by a court of law, the Associations/Union and the Office agree to reopen negotiations on health benefits.

Appendix H (5)

- k. The current Supplemental Benefit and Years of Service Benefits amounts stated in B.2 will continue until the parties agree to different amounts.
  - l. The parties agree that they will begin negotiations on a successor benefits agreement on or before November 15 of each fiscal year.
5. Benefits on Noncompensated Leave ( Paragraph 4 of the LACEA Agreement)
- Bargaining unit members on an approved noncompensated leave of absence may continue in the medical insurance benefit program for one (1) calendar year if the bargaining unit member reimburses the Office for the full cost of coverage in a timely manner. Bargaining unit members on an approved leave or absent without approval shall have their insurance fringe benefits cancelled for the period of the unapproved leave of absence.
6. Extended Medical Benefits for Long-Term Illness
- In instances of serious long-term illness, the Office shall provide an extension of medical insurance for the duration of the serious long-term illness, not to exceed one (1) calendar year from the date of exhaustion of all sick leave pay. The Office may extend the leave up to an additional calendar year. This extension of medical benefits shall be available only if the employee is not eligible for workers' compensation, disability retirement or spousal medical coverage comparable to that which was previously enjoyed by the employee.
7. Nothing within the provisions of this Agreement shall preclude the collective bargaining process.

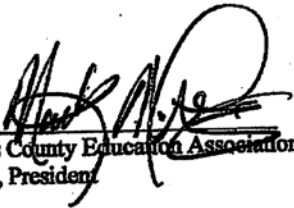
Fernando Acosta  
Los Angeles County Office of Education  
Fernando Acosta, Coordinator, Labor Relations

3/22/11  
Date


Norma Kinder  
California School Employees Association, Chapter 624  
Norma Kinder, President

3/22/11  
Date

Appendix H (6)

  
Los Angeles County Education Association  
Mark Lewis, President

3/22/2011  
Date

  
Service Employees International Union, Local 99  
Beverly Carter, President  
Michael Haberberger, Project Director

3/31/11  
Date

APPENDIX I (1)

TENTATIVE AGREEMENT  
JOINT BENEFITS COMMITTEE

LOS ANGELES COUNTY OFFICE OF EDUCATION  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

11/02/2012

1. CSEA, LACEA, SEIU and LACOE (Joint Benefits Committee) agree to contribute 100% of the remaining Health and Welfare Account funds, \$637,448, available for active employees to pay the 2013 calendar year employee health and welfare benefit increases effective January 1, 2013 through December 31, 2013 and LACOE will contribute no less than \$637,448. If the Office's health and welfare benefits costs increases are less than an amount of \$1,274,896.00 compared to calendar year 2012, the Office will provide the remaining amount through a rebate to all employees in the 2014 calendar year towards health and welfare benefits costs.
2. LACOE agrees to maintain as a hard cap the annual employer contribution to employee health and welfare benefits for LACEA effective January 1, 2013 through December 31, 2013, as follows:
  - One party - \$6,700.00
  - Two party - \$11,000.00
  - Family - \$13,200.00
3. LACOE agrees to maintain as a hard cap the annual employer contribution to employee health and welfare benefits for CSEA, SEIU, Management and Confidential effective January 1, 2013 through December 31, 2013, as follows:
  - One party - \$7,500.00
  - Two party - \$10,500.00
  - Family - \$13,000.00
4. CSEA, LACEA, SEIU and LACOE (Joint Benefits Committee) agree that active employees will contribute no more to his/her health and welfare benefits than the 2012 Employee Contribution Benefits Options (see attachment). The parties will agree after open enrollment closes to sign a Memorandum of Understanding (MOU) similar to the 2011-2012 MOU. The language in the MOU will reflect the new numbers for 2012-13. This LACOE contribution expires December 31, 2013.
5. LACOE agrees to assume \$178,946 of the run-out/unreimbursed costs of employee health and welfare benefits for the health and welfare benefit calendar year ending December 31, 2012.
6. LACOE agrees to comply with the conditions of the Affordable Care Act, and to examine ways to offset future premium cost increases with the Joint Benefits Committee.
7. Unless expressly modified by this agreement, the provisions of Article IX, Compensation, Section B, Insurance Fringe Benefits, of the respective collective bargaining agreement between the Office and the exclusive representatives herein remain in full force and effect. The exclusive representatives hereby acknowledge that Article IX, Compensation, Section B, Insurance Fringe Benefits, ¶2 b, provides in pertinent part: "Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction."



APPENDIX I (2)

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

DATED: 11/2/12 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624  
By: Norma Kinder  
Norma Kinder  
(Print Name)

DATED: 11/13/12 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624  
By: Michael Patterson  
MICHAEL PATTERSON  
(Print Name)

DATED: 11/02/12 LOS ANGELES COUNTY EDUCATION ASSOCIATION  
By: Brian Christian  
Brian Christian  
(Print Name)

DATED: 11-2-2012 LOS ANGELES COUNTY OFFICE OF EDUCATION  
By: Darren McJiffie  
Darren McJiffie  
(Print Name)

DATED: 11/02/2012 SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99  
By: Ramon-Bernardo Capiral  
RAMON-BERNARDO CAPIRAL  
(Print Name)

DATED: 11/2/12 SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99  
By: Felicia Whitney  
Felicia Whitney  
(Print Name)

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