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Title: **Los Angeles Unified School District Board of Education and Los Angeles/Orange Counties Building and Construction Trades Council (2002) (MOA)**

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11-19-02
F:DATA:CONTRACT:2002-05 UNIT E:AGREEMENT 1
AGREEMENT THIS AGREEMENT is made and entered into this 19th day of November, 2002 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the ADistrict,@ and the Los Angeles/Orange Counties Building and Construction Trades Council, which together with its officers and representatives will be referred to in this Agreement as the ACouncil". ARTICLE I RECOGNITION 1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1, the Council has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District. 1.1 Included: All regular employees in probationary and permanent status, including restricted and part-time employees, employed in the following classes: 8702 Apprentice Carpenter 8726 Apprentice Electrician 8745 Apprentice Heating and Air Conditioning Fitter 8737 Apprentice Painter 8744 Apprentice Plumber 8722 Apprentice Sheet Metal Worker 1446 Architectural Designer 1451 Architectural Drafting Technician 3792 Asbestos Abatement Assistant 3790 Asbestos Surveyor 1781 Assistant Environmental Health and Safety Officer 1766 Assistant Mechanical Engineer 1841 Assistant Structural Engineer 1588 Engineering Aide (Restricted) 4607 Audiovisual Media Technician 3194 Building Mover 3197 Building Mover Assistant 1809 Building Specification Writer 3436 Carpenter 3163 Central Shops Senior 1556 Civil Engineering Designer 1571 Civil Engineering Drafting Technician 3734 Compressor and Pneumatic Tool Operator 1681 Earthwork and Paving Inspector 1721 Electrical Engineering Designer 1666 Electrical Inspector 3321 Electrician 3530 Electronics Inspector 3546 Electronics Technician 1668 Elevator Inspector 1581 Engineering Aide 1783 Environmental Health and Safety Officer 3649 Equipment Mechanic
Article I - Recognition
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11-19-02
F:DATA:CONTRACT:2002-05 UNIT E:AGREEMENT 2
Article I - Recognition
1.2 Employees with more than one job assignment who function for a majority of the work period in any of the classifications listed in Section 1.1 of this Article shall be considered in the unit. Should an employee=s job involve an equal number of hours in different assignments he/she shall be considered as included in the unit only if he/she has functioned in one of the foregoing classifications for the longest period of time based upon his/her date of regular assignment. 1.3 Excluded: All other personnel designated as management, supervisory, or confidential within the meaning of Government Code, Section 3540.1 and those classes and positions excluded in the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1. 2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when

the District creates new classifications or when the Council contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement. 3.0 AEmployee@ Defined: Unless the context clearly indicates otherwise, the terms Aemployee@ or Aemployees@ will normally be used in this Agreement to indicate persons who are included within the above unit, and the term Apersonnel@ will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services. 11-19-02

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ARTICLE II SEPARABILITY AND SAVINGS 1.0 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. 11-19-02

ARTICLE III DISTRICT RIGHTS 1.0 All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, and also all powers and rights which are not limited by the express terms of other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following: a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees; b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; and all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement; c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, services, and activity functions assigned to such properties; d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; and the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same; e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions designated as "Excluded" in Article I (Recognition), to do work which is

normally done by employees covered hereby; and the methods of selection and assignment of such personnel; f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-

curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters; g. The selection, classification, direction, promotion, demotion, discipline, termination and retirement of all personnel of the District subject only to applicable law; equal employment policies and programs to improve the utilization of women and minorities; the assignment of employees to any locations subject only to Article XI (Transfer Procedures) and also to any facilities, classrooms, functions, activities, departments, tasks, or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening; h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement; i. The duties and standards of performance for all employees and whether any employee adequately performs such duties and meets such standards, subject only to Article X (Evaluation Procedures); j. The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime, subject only to Article IX (Hours and Overtime) and Article XV (Holidays); k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to Article XVII (Safety Conditions); and l. The rules, regulations and policies for all employees, students, and the public, subject only to the express limitations contained in this Agreement. 1.1 All other rights of the District not expressly limited by the language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise

of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. 1.2 It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Council or of the employees as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail. 1.3 It is understood that several of the above-mentioned reserved rights are exercised in conjunction with, or subject to, Personnel Commission powers, functions and obligations, and where that occurs the above-mentioned rights of the District are intended to include the rights of the Commission. 1.4 It is agreed that the contractual rights of the Council and of the employees are set forth in other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article V; provided, however, that nothing contained herein shall be construed to prevent the filing of grievances pursuant to Article V contending that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

ARTICLE IV COUNCIL RIGHTS 1.0 Access: Any authorized Council representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and expected length of visit. The representative shall not interrupt any employee's duties or assignments. 1.1 If an authorized Council representative wishes to observe the working and/or safety conditions at a particular site, he/she shall make prior arrangements to do so through the appropriate Maintenance and Operations office. 2.0 Bulletin Boards: The Council shall have the right to post notices of official Council matters on a designated bulletin board or a section of a bulletin board at each work site where employees are assigned. 3.0 Released Time for Negotiations: No more than five (5) negotiating team employee representatives designated by the Council shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement.

The Council and the District may agree that additional employees shall receive such released time. 4.0 Consultation: District management will meet with the Council and/or its appropriate credentialed representative for the sole purpose of consultation prior to the District making any significant changes in the assigned duties traditionally performed by the various crafts. Changes or revisions in class descriptions will be accomplished in accordance with Personnel Commission rules and procedures. The District shall also meet with the Council to consult prior to modifying any Board action which would remove Federal Social Security coverage for Unit members. Prior to implementing any decision to layoff Unit members as a result of the District subcontracting to third parties or agencies the functions historically performed by Unit members, the District shall first notify and upon request consult with the Council regarding the effects of such decision on Unit members represented by the Council. 5.0 List of Employees: The Council shall be provided twice yearly a current list of names, classifications, addresses and work locations of all employees covered by this Agreement. Hire date information for all Unit employees shall be provided on the same list or on a separate list which is periodically updated.

Article IV – Council Rights

6.0 Job Stewards: At each work location, the Council will have the right to designate, pursuant to its own procedures, one employee per each craft to serve as the Job Steward. The Council shall have the right to designate one Job Steward per Craft as a Craft's Chief Steward. The Chief Steward shall not be entitled to any additional privileges or rights under this agreement. The Council shall inform the Office of Staff Relations in writing of each employee so designated. The Job Steward shall have the right to: a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 3.1 (Grievance Procedure), Article X, Section 3.0 and Section 5.0 (Evaluation Procedures). In the absence of a designated Job Steward in a specific Area, upon request of the employee, the Area Facilities Services Director shall arrange for a Job Steward of the employee's choice from another craft in that Area to represent the employee. b. On his/her own time to coordinate Council meetings, which may be held at the work site during unpaid time for any Unit employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events; c. Post, initial, and date official Council notices on officially designated bulletin boards; and d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site. 7.0 The Council may use District facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available, and to the extent that such use of the facility will not interfere with normal District operations. Participating Unit employees will attend said meetings on their own time. Approval for use of the facility may be granted by mutual agreement between a representative of the Council and the individual who has control of the facility. If an agreement is not reached, the Council representative may appeal to the appropriate management administrator. Article V (Grievance Procedure) shall not be applicable to this paragraph. 8.0 Scope of Representation: The Council shall represent employees of this Unit as to wages, hours and other terms and conditions of employment as defined by and to the level consistent with Government Code Section 3543.2. 11-19-02

9.0 Committee Participation: When the Council is requested by the District to designate an employee to sit on a District-sponsored committee, that employee shall be given reasonable released time to attend meetings which are scheduled during their shift. Employees are expected to report to work before or after attendance, if practical.

10.0 Contracting-out and Use of Volunteers: The parties agree to the value of local school flexibility. However, in the exercise of its rights to contract-out for services and to utilize volunteers, neither the District nor any local school shall enter into any agreements or arrangements which directly cause the layoff by the District of permanent or probationary Unit E employees. 10.1 Once each school year, upon the Council's request and at the Council's cost, the District shall provide to the Council copies of all contracts for that school year entered into by the District with outside contractors for services which would otherwise be provided by employees of this Unit. 11.0 Limited Term Employees: The District shall not employ limited term employees (as defined in Personnel Commission Rule 500) in classifications in this Unit, when to do so would directly cause the layoff of regular employees in this Unit. 12.0 The District

agrees to provide to new regular employees, at the time of their orientation, any written materials furnished by the Council which explain the role of the exclusive representative. The District Office of Staff Relations reserves the right to review and approve the materials submitted by the Council, but said approval shall not be unreasonably withheld.

ARTICLE V GRIEVANCE PROCEDURE 1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by: a. An employee; b. the Council on behalf of an identified employee(s); or c. the Council on its own behalf as to alleged violations of rights granted to the Council in this Agreement. 1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, included but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force, examination results and references, performance evaluations (except as set forth in Article X, Section 3.1), disciplinary matters, and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled under appropriate statutory procedures rather than under this grievance procedure. 1.2 The respondent in any grievance shall be the District itself rather than any individual supervisor or administrator. 1.3 If the same grievance or essentially the same grievance as determined by mutual agreement is filed by more than one employee, only one employee may process the grievance under this Article. The final determination of that grievance shall apply to the other pending grievances. 1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. 1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is neither grievable nor subject to consideration by the Board of Review or that the grievance should be denied for other reasons which do not go to the merits of the grievance such as the untimely filing of the grievance. 2.0 When filing a grievance pursuant to Section 1.0 b and c above, the Council may attach to a completed grievance form a letter which provides additional information not requested or contained in the grievance form.

3.0 Representation Right in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the District shall designate a representative from the Maintenance and Operations Branch, having practical knowledge of and familiarity with the building trades crafts and classes to assume this responsibility. The grievant must be present at each step of the grievance procedure unless excused by the District with notice to the Council. 3.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Council-designated representative. A grievant shall also be entitled to represent himself or herself. In the event an employee elects to represent himself or herself, and/or has become involved in the procedural "steps" without consulting with or formally, in writing, requesting representation by the Council (or its representatives) with respect to the grievance issue(s) wherein the Council has not had reasonable opportunity to determine the merits of the grievance issues(s), the Council is thereby relieved of any obligation to represent the employee with respect to the grievance issue(s). Further, the Council shall not be obligated, after investigation and consideration of the facts pertaining to a grievance, if the Council deems it to have insufficient merit. The supervisor and/or administrator shall have the right to be accompanied by a District representative or another Maintenance and Operations Branch supervisor and/or administrator having practical knowledge of and familiarity with the building trades crafts and classes. No respondent from a prior step meeting shall attend a subsequent step meeting. By mutual agreement other persons such as witnesses may also attend grievance meetings. 3.2 When a grievant is not represented by the Council, in processing a grievance, the District shall not agree to a final resolution of the grievance until the Council has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure. Notwithstanding the above, the pursuit of a grievance by a grievant not represented by the Council, and any resulting resolution

of the grievance by settlement or withdrawal of the grievance shall not necessarily constitute a precedent as to the intent and understanding of this Agreement. 4.0 Release Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings or hearings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time with mileage

reimbursement, will be provided to the grievant, Job Steward, Board of Review members, and to any witness required to attend. 5.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Council, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing. 6.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement. 7.0 “Day” Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays. 8.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant is encouraged to make a reasonable attempt to resolve the dispute by presenting the grievance orally to the craft supervisor or equivalent and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor. 9.0 Step One: Within fifteen (15) days, as defined in Section 7.0, after the grievant or Council knew or reasonably should have known of the concurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate administrator, on a form provided by the District, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting. 9.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority. 10.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the

written grievance to the grievant's division head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting. 11.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Deputy Superintendent. If, at his or her discretion, the Deputy Superintendent or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Deputy Superintendent or designee shall reply in writing within five (5) after receipt of the grievance. Unless there is mutual written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14) day following receipt of the grievance. 12.0 Request for Board Review: If the Council is not satisfied with the decision at Step Three, the Council, with the concurrence of the grievant, may submit the matter to the Office of Staff Relations for a Board of Review. This request must be made within five (5) days after the termination of Step Three. 13.0 Board of Review: The Board of Review shall be composed of a chairman and two members. The Council and the District shall each appoint one member, who shall be an employee or an administrator of the District, to serve on the Board of Review, provided,

however, that no employee may be selected by any grievant to serve on a Board of Review more than twice in any calendar year. Within five (5) days from the date the request for a Board of Review is received by the Office of Staff Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of the chairman of the Board of Review. The chairman may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains. Lester Bergeson Robert Meiners Howard S. Block William Levin E. Chester Brisco Thomas Fair Neblett Thomas Christopher Thomas T. Roberts Joseph Gentile Marshall Ross John Kagel William Rule George Marshall The party who strikes the first name shall be determined by lot. If the chairman indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days, the parties shall proceed to select another

chairman as indicated above. The District and the Council shall each pay one-half of the fees of the chairman of the Board of Review. Each party shall bear the expense of the presentation of its own case. All decisions and rulings shall be made by majority decision of the Board of Review. 13.1 The hearing shall be under the direction of the chairman who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Sessions of the Board of Review shall be private with attendance limited to the members of the Board of Review, the parties to the grievance and their representatives, if any, and witnesses while testifying. 13.2 The Office of Staff Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other services required by the chairman to assist the Board of Review in fulfilling its responsibilities. 13.3 Either party to the grievance may request that the proceedings be recorded at its own expense. If both parties desire a transcript, the costs of both reporter and transcript shall be equally shared. 13.4 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing. 13.5 Neither party shall communicate with the chairman without first contacting the other party to explain the purpose of the intended communication. 14.0 Optional Preliminary Hearing on Issues That Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons that do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions), the District may use its claim to be heard and ruled upon by the Board of Review prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Council prior to the selection of the chairman. If the optional preliminary hearing is held, the District shall pay the fee of the chairman. Immediately after selection of the chairman for the preliminary hearing, either the Council or the District may require that a different chairman be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Board of Review's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District, and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Council ten (10) days' notice of its intention to do so. Moreover, both the Council and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

15.0 Limitations Upon the Board of Review : The Board of Review shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement or of this Article, but shall determine only whether or not there has been a violation of an express term of the Agreement as alleged in the grievance. The decision of the Board of Review shall be based solely upon the evidence and arguments presented to it by the respective parties in the presence of each other. Such written decision shall be prepared by the Board of Review and presented in writing to all parties within twenty (20) days after the conclusion of the hearing. 15.1 The decision shall contain written findings of fact and conclusions based on the findings. Such decision of the Board of Review shall not exceed the remedy sought by the grievant if otherwise appropriate. Minority reports, if any, shall use the same format and shall be submitted at the same time. 16.0 Effect of Board of Review Award: The Board of Review decision shall be final and binding upon the grievant(s), the District and the Council. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision. 16.1 Except as provided above, a final and binding award which determines the merits of a

dispute shall be conclusive on the grievant(s), the District and the Council in any subsequent proceedings, including disciplinary and termination proceedings. 17.0 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and the Council's sole and final remedy for any claimed breach of this Agreement. 18.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and Communications separate from the personnel files of the grievant(s). Grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so and notice thereof is given to the employee and the Council. 19.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE VI WORK STOPPAGE 1.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Council agrees to the following: a. Neither the Council nor its officers or business agents, nor its constituent unions signatory to this memorandum, their respective officers, agents or representatives shall cause, encourage, condone or participate in any strike, walk-out, slowdown or other work stoppage by employees of the District during the term of this agreement. In the event of an actual or threatened strike, slowdown or other work stoppage, the Council and its officers, representatives and business agents and its constituent unions signatory to this memorandum, their respective officers, agents or representatives will take all reasonable steps within their control to avert the same. b. Any employee engaging in any strike, slowdown or other work stoppage during the term of this agreement shall be subject to discipline or termination under applicable law. 1.1 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of Article V.

ARTICLE VII NON-DISCRIMINATION 1.0 Pursuant to applicable Federal and State laws, the District and Council agree not to discriminate against any employee based upon race, color, creed, national origin, sex, age, physical handicap, marital sARTICLE VIII DUES DEDUCTION/AGENCY FEE 1.0 The District shall deduct and make appropriate remittance to the Council all dues and/or agency fees as required by the dues structure of the Council within thirty (30) days of the deduction, in accordance with the following: a. Dues: The District shall deduct union dues for those Unit members who have the appropriate dues deduction card on file with the Payroll Services Branch of the Accounting and Disbursements Division. b. Agency Fee: If a member of the Unit does not wish to join the Union, the District agrees to process a mandatory payroll deduction for agency fee upon receipt of a completed deduction authorization card from the Council. The agency fee deduction shall not exceed twice (two times) the individual employee's regular hourly rate. c. Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or any Unit member whose personal belief system includes a sincere conscientious objection to joining or financially supporting employee organizations shall not be required to join or financially support the Council. Such employee shall, in lieu of a required agency fee, pay a sum equal to the agency fee to a non-religious, non-labor charitable fund exempt from taxation under Section 50 (c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Council. Any funds deducted pursuant to this sub-section shall be remitted to the Council for distribution to the appropriate non-religious, non-labor charitable fund(s). d. The District shall not be liable to the Council by reason of the requirements of this Article for the remittance of payment other than that constituting the actual deduction made from the wages earned by the employee. The Council agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article. The Council, in addition, agrees to refund promptly to the District any sum paid to it in error. e. The District agrees that during the term of the Agreement as provided in this Article, the District will deduct for each employee twelve

(12) times per year, the dues or agency fees, in the amounts specified by the Council. f. Changes in the method or formula for determining the agency fees payable to the Council shall be determined pursuant to procedures established by the Council. However, any such change in method or formula for determining the agency fee which results in any increase in the amount of the agency fee shall be made only upon a two-thirds vote of the affected Unit members before becoming effective. Completed payroll deduction authorization cards reflecting changes in the amount of dues or agency fees must be delivered to the District by the Council at least thirty (30) calendar days prior to the beginning of the pay period the change is to take effect. g. Employees who are hired into the Unit must commence paying the agency fee six months after hire. The District shall notify all new Unit members that they are required to pay dues or an agency fee, and that failure to pay dues or an agency fee will result in an automatic payroll deduction. The cost of the communication to Unit members and the responsibility for its distribution shall be borne by the District. 2.0 Use of Agency Fee: The Council agrees that the agency fee has been calculated based upon the Council's expenditures for collective bargaining, grievances and arbitrations, contract administration and represen- tation, as these criteria have been approved by the courts. The Council shall provide the District with its calculations as to the determination of the amount of the agency fee. The Council further agrees that the agency fee shall not include any expenses, either direct or indirect, for the following activities: a. Training and voter registration, get-out-the-vote, and political campaigns. b. Supporting and contributing to political organizations and/or candidates for public office. c. Supporting and contributing to ideological causes and committees, including but not limited to ballot measures and foreign policy issues. d. Supporting and contributing to charitable organizations. e. Members-only benefits. f. Litigation not related to bargaining unit matters, collective bargaining and representation of Unit E employees.

3.0 Notice to Agency Fee Payers: The Council agrees to comply with applicable law and to adopt appropriate procedures for implementing the agency fee agreement. If requested in writing, the Council shall establish a procedure with each local Union to give each agency fee payer a notice setting forth the following: a. The amount the Council has determined constitutes the agency fee in relationship to the regular dues paid by a member. b. How the Council determined the amount of the agency fee, including the basic financial data and specification of the expenditures that are considered as chargeable and non-chargeable activities. c. A procedure for the agency fee payer to challenge the Council's calculations and receive a prompt decision by P.E.R.B. or an impartial third party selected by the Council. 4.0 Exclusive to Council: Payroll deductions for membership dues or agency fees, as the case may be, from employees shall be exclusive on behalf of the Council and no membership dues or agency fee deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d). 5.0 Missed Deductions: In instances where a dues or agency fee deduction is not taken from an employee who has a valid deduction authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Council. No such payroll adjustment shall exceed one (1) month's dues or agency fee.

ARTICLE IX HOURS AND OVERTIME 1.0 General Provisions: Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be assigned as required to meet the operational needs of the District. 1.1 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District. 1.2 Work Shifts: Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except in case of emergencies, employees' work shifts shall not be changed without written notice to the employee at least seven (7) calendar days prior to the date the change is to be effective. An employee's written request to their immediate administrator for up to seven (7) additional days of notice shall be granted. 1.3 Emergencies: Nothing herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. Emergencies shall be defined as Acts of God, flood, fire, power failure, other circumstances beyond the control of the District or an official emergency declared by the Board of Education. Emergency assignments shall not extend beyond the period of such emergency. 1.4 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40)

hours per week, four (4) consecutive-day schedule for classifications or for employees within certain classifications, or any other similar flexible workweek, provided, however, that certain benefits such as holidays and bereavement leave, shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to others assigned the same number of hours per week. Such a schedule change, however, will not occur without the concurrence of the employees as ascertained through the Council. 1.5 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week. 2.0 Overtime: An employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the employee's classification, or shall be provided compensatory time off in a manner consistent

with applicable State and Federal laws at the rate of one and one-half (1 ½) times the hours worked for the following work authorized and performed: a. Hours worked in excess of eight (8) in any workday (or if applicable, beyond ten (10) if a 4-10 schedule, nine (9) if a 9-80 schedule, etc.). b. Hours worked in excess of forty (40) in any workweek. 2.1 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked. 2.2 There shall be a system established that will ensure that scheduled overtime is equitably distributed among qualified craft employees who are in the same classification and organizational work location and who volunteer to be on the call-back list. Upon request, employees shall have access to the scheduled overtime rotation list. 2.3 To the extent provided by applicable law, for the purpose of computing hours worked in a workweek, holiday, vacation, or paid leaves of absence shall be considered as time worked by the employee. Notwithstanding any other provision of this Agreement, in assigning overtime, the District retains the rights to assign overtime. 2.4 Compensation for Scheduled Overtime: Any employee required to perform work on a scheduled overtime basis on the employees's scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate. 3.0 Shift Differential: 3.1 The District agrees to continue its practice of paying flat-rated employees as follows: Employees who work one half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of 5 and one-half (5 ½%) percent; flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of eleven (11%) percent. 3.2 Except as provided in 3.3 below, non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half or more of their

ARTICLE X EVALUATION PROCEDURES 1.0 Schedule: Employees shall be evaluated in accordance with the following schedule: a. Probationary employees shall be given performance evaluations at least once during their probationary period. b. Permanent employees shall be given a performance evaluation at least once every year. 2.0 Procedure to be Followed: Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum. a. Evaluations shall be based on observations or knowledges and in accord with the facts and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials. b. The evaluator shall be at a supervisory level or higher. The evaluator, who normally will be the employee's immediate supervisor, shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at his/her option at the time of the conference or at a later date. Copies of the evaluation together with any attachments will then be distributed as follows: One (1) copy to the employee; one (1) copy to the personnel file; and one (l) copy to the evaluator. c. If any category on the performance report is rated lower than "meets standards," the following will be included in the evaluation: 1. statement of the problem or concern; 2. the desired improvement; 3. suggestions as to how to improve; and 4. provisions for assisting the employee.

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3.0 Appeal: If a permanent employee disagrees with the evaluation, the employee shall have the right to appeal the evaluation in writing to the appropriate division head or designated representative within ten (10) working days of receipt of the evaluation. (The designated representative shall not be the individual who issued the performance evaluation or Notice of Unsatisfactory Service or Act). The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this appeal by the Council if the employee so desires. 3.1 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations shall be limited to a claim that the procedures of this Article have not been followed. 4.0 Notice of Unsatisfactory Service or Act: An employee given a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action shall have the same appeal rights as outlined in Section 3.0, above. A formal grievance concerning such a Notice of Unsatisfactory Service or Act filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Paragraphs a. and b. of Section 2.0, above, have not been followed. 5.0 Prior to taking disciplinary action (suspension, demotion, or dismissal) against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. Upon request, the employee shall be entitled to be accompanied at this meeting by a Council representative. Nonavailability of the employee or the Council representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals. 6.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall do so with no loss of pay and shall be paid appropriate mileage.

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ARTICLE XI TRANSFER PROCEDURES 1.0 For the purposes of this Article, "transfer" means a permanent change of location of an employee without a change of classification or a change of location of an employee without a change of classification which is intended at the time it is made to last ninety (90) calendar days or longer. 2.0 For the purposes of this Article, "location" means one of the following District-recognized Maintenance and Operations areas: District A, B, C, D, E, F, G, H, I, J, or K; Central Shops; and Area 19. It shall also mean any new area designated as a Maintenance and Operations area by the District. 2.1 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at any time at the discretion of the District, provided, however, that no employee shall be transferred as a disciplinary measure and provided further that a voluntary transfer under paragraph 2.2 is not practicable under the circumstances. Involuntary transfers shall be made in order of reverse seniority of the employees at the location from which the transfer is made. For purposes of this paragraph, "seniority" shall be an employee's District seniority in the classification at the time of transfer; except that any Job Steward designated pursuant to Article IV, Section 6.0, shall be deemed the most senior employee in the classification for purposes of involuntary transfer only. 2.2 Voluntary Transfer: The voluntary transfer procedure of this Section 2.2 shall be exhausted prior to the District filling a vacant position with a new employee from an eligibility list. An employee must have been assigned to the work location from which a transfer is sought for at least six (6) months prior to requesting a transfer. When an employee desires to transfer, the employee must fill out the appropriate District form and submit it to his Area Facilities Services Director for approval. Such approval shall not be deferred for more than three (3) months. Within five (5) days of receiving a request for transfer (change of work location) the District will provide the employee with an acknowledgement of receipt of such request. When a vacancy occurs at a location, the requesting employee with the highest seniority within the classification will be submitted to the Area Facilities Services Director at the location where the vacancy exists. The Area Facilities Services Director at the vacancy location may, within his discretion, either approve or reject the transfer. Upon written request within five (5) days by the employee rejected, the Area Facilities Services Director shall state the specific reasons for the rejection in writing and give a copy to the Branch Director and employee. Upon written request by the employee to the Branch Director, which must be made within five (5) days of the receipt of the Area Facilities Services Director's statement of reasons, the Branch Director or designee

shall meet with the employee and, if desired, a Council representative to review the rejection. The decision of the

Branch Director or designee shall be final. When an employee's request for a transfer is rejected, the next most senior employee requesting a transfer shall be considered in accordance with the foregoing procedures. An employee's transfer request shall remain on file until he accepts a transfer, changes classification, rejects a transfer to his priority location or terminates employment. The District may fill the vacancy for which an employee seeking transfer has been rejected with another employee seeking transfer during the appeal process. 2.3 Cross-Area Transfers: When two Unit E employees request cross-area transfers of their positions, such transfers shall be granted when the following conditions are met: a. The employees are in the same classification. b. The employees' craft skills meet the needs of the area where each would transfer. c. No other employee has requested transfer under Section 2.2 of this Article. d. The Directors of both areas approve the cross-area transfers. 3.0 Probationary employees shall not be transferred during their probationary period unless as a result of a decision of the Branch Director. 4.0 Change of Location: An employee who is notified of a change in his/her work location which is not intended to exceed ninety (90) calendar days shall, upon request within three (3) working days of such notification, be entitled to a consultation with the appropriate administrator. The purpose of the consultation shall be to discuss the reasons for transfer and to provide an opportunity for the administrator to hear and consider the employee's views on matter. The employee may be represented by the Council in this consultation.

ARTICLE XII LEAVES OF ABSENCE 1.0 “Leave of Absence” Defined: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves of absence. A leave is an authorized absence from a job classification granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would otherwise have been terminated. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the District retains discretion as to whether they are to be granted and as to the starting and ending dates of the leave. As to mandatory leaves, the term "shall" is used and the District has no discretion as to whether the leave is to be granted to a qualified employee. 2.0 Rights Upon Return: Any employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken except that the employee may be transferred pursuant to Article XI (Transfer Procedures) if such a transfer would have been made if the employee had been on duty. An employee returning from a leave of more than ninety (90) days will have return rights to a position in his/her class. 3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.0 of this Article. 4.0 Application: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made at the sole discretion of the District. 5.0 Notification Requirements: 5.1 Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the employee's first working hour of the first day of absence. Unless such notice is given, failure to return to work after the fifth consecutive working day of absence may be considered resignation from service. 5.2 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one (1) hour before the end of the regular working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day. 6.0 Cancellation or Early Return from Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless another employee

has been assigned to fill the employee's position at the site. Exceptions may be made at the sole discretion of the District. 7.0 Expiration of Leave: Except in the case of illness leave or industrial injury/illness leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) days but less than ninety (90) days, the employee should make every effort to notify the Personnel Office of his or her intention to return, or request an extension of leave, if eligible. Failure to give such notice shall be considered resignation from service. 8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested and the leave of absence commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-State travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the parent, grandparent, or grandchild of the employee or of the employee's spouse, and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. For purposes of this Section, immediate family as defined above, shall also include step and foster relationships. 9.0 Pregnancy and Related Disability Leave (Paid and Unpaid): 9.1 Paid Disability Leave: For that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave pursuant to Section 11.0 of this Article. 9.2 Physician Certification: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. 9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability, and still qualify for paid illness absence during the actual disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

10.0 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three years of age. Proper written application must be submitted to the Personnel Office at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration. 11.0 Illness Leave (Paid): An eligible employee shall be granted a leave of absence because of illness, injury, or quarantine of the employee. Employees shall also be granted a leave of absence for consultation or treatment with a recognized health care provider because of an existing illness or injury when the employee is unable to schedule such consultation or treatment outside of duty time. 11.1 Each employee shall accrue 0.05 hours of full-pay illness absence credit for each hour for which salary is received, excluding overtime. 11.2 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee in paid status who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days, equals the equivalent of 100 days of full and half-pay illness absence days. 11.3 At the beginning of the first pay period of each fiscal year upon initial regular employment, reemployment or reinstatement, each employee in paid status shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed less than a full year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional leave until the negative balance has been restored. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment. 11.4 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year. 11.5 Subject to the provisions of Sections 11.6 and 11.7 below, when a permanent employee is absent under this Section, the employee will receive his or

her full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of any

accrued vacation which he or she may have. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.3. A restricted or initial probationary employee must render service and shall not be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time. 11.6 An employee who is absent shall be required to certify the reason for absence on the appropriate form. Also, the District may verify any questionable illness, injury, or disability under this Section before authorizing any compensation. The District shall make known to the employee the reason why an absence is being questioned prior to the employee being required to verify an illness, injury or disability. 11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed attending physician's statement or appropriate health form to the immediate administrator, and may be referred by the District for health approval prior to readmission. 11.8 If a permanent employee resigns and returns within thirty-nine (39) months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless the employee's illness balance had been transferred to another agency or used in computation of retirement allowance. 11.9 A permanent employee who has exhausted all accumulated illness leave privileges, vacation, and other available paid leaves may be granted additional unpaid illness leave for a period not to exceed six (6) months. Such leave may, upon request, be renewed for two (2) additional six (6) month periods. The total of all unpaid illness leave shall not exceed eighteen (18) months. Until notified to the contrary, the employee may properly assume the leave has been granted. 11.10 When all paid and unpaid leaves of absence and vacation benefits have been exhausted, a regular employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of thirty-nine (39) months as if he/she were being laid off. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds. 2.0 Industrial Injury/Illness Leave (Paid): An employee who is absent from District service because of an injury or illness that arose out of and in the course of employment, and for which temporary disability benefits are

received under the worker's compensation laws, shall be entitled to a paid leave of absence under the following conditions: a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness; b. Allowable paid leave of absence shall not be accumulated from year to year; c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness. d. When an authorized leave of absence continues into the next fiscal year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and e. Each employee who received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury or illness on a form to be provided by the District. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee’s report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Emergency Medical Panel. 12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional sixty (60) days. In order to qualify for such an extension the employee must have: (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able

to do so; (2) completed the employee's written report and reported for treatment as required in "e.", above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a District-approved physical examination and received approval as a result of such examination; and, (4) applied in writing to the District for such an extension using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was

related to and during the performance of duties (but not whether it is compensable under worker's compensation laws), shall be made by the immediate administrator. Determination whether the injury is disabling beyond the sixty (60) day period shall be made by the District. An employee may be required during the extended period to be evaluated by the District. 12.2 Upon exhaustion of the above-authorized industrial injury/ illness leave benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary. 12.3 An employee absent under this Section shall remain within the State of California unless the District authorizes travel outside the State. 13.0 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service: a. Death or serious illness of a member of the employee's immediate family. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse and the spouse, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. For purposes of this Section, the immediate family as defined above, shall also include step and foster relationships or a domestic partner; b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family; c. Birth of an employee's child; d. Religious holiday of the employee's faith; e. Imminent danger to a member of the employee's immediate family or to the home of the employee either of which is occasioned by a disaster such as a flood, fire, or earthquake; f. An appearance of the employee in court as a litigant or as a witness under an official governmental order for which salary is not otherwise permitted, provided that: (1) Each day of necessary attendance as a litigant or as a witness under such an official governmental order

must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction; (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and (3) The employee must return to work in cases where it is not necessary to be absent the entire day. If, when the employee is excused by the court, less than two (2) hours remain in the employee's shift, the employee shall contact the craft supervisor who shall determine whether the employee may be excused for the remainder of the shift or must report back to work. g. Up to four hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee. h. An employee shall be allowed up to six (6) additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent or spouse of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well. Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under Article XII, Section 22.0, Family Care and Medical Leave. i. On a maximum of two (2) occasions during a school year (up to a cumulative total of eight (8) hours in a school year), to attend the funeral of a close friend or relative not included in the definition of immediate family (immediate family as defined in Section 8.0 of this Article).

Denials of leave under this Section shall be in writing. 13.1 The following limits and conditions are placed upon allowing a personal necessity leave of absence:

a. The total number of days allowed in one school year for such leave shall not exceed six (6) days per fiscal year; b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled; c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage involving the Council; d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday or court appearance; and e. The employee shall be required to verify the reason for absence in enough detail to enable the District to determine if the leave is within the parameters of this Section. 14.0 Personal Leave (Unpaid): An unpaid leave may, at the discretion of the District, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to the District, including but not limited to the following: a. To be with a member of the immediate family who is ill; b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District; c. To rest, subject to the approval by the District; d. To remain with spouse if a change of residence is required; e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education; f. To serve as a State Legislator -- such leave shall be renewed annually during tenure of office, the above limitation notwithstanding; or g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. 14.1 Applications must be filed with the Personnel Office and are subject to cancellation in the event of layoff.

15.0 Military Leave: An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code. 16.0 Court Subpoena Leave (Paid): A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave shall be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned working day or week when his/her presence is not required pursuant to said subpoena. 17.0 Jury Duty Leave (Paid): A paid leave shall be granted to any employee required to render jury service in any court within the State. All jury fees received shall be remitted to the Accounting and Disbursements Division except mileage fees, jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings. Employees whose regular assignment is to other than the day shift will be reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of his/her assigned working day or week when his/her presence is not required for jury duty. 18.0 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the District and upon the recommendation of the appropriate division head, be granted annually for attendance at conferences and conventions sponsored by professional organizations approved by the appropriate administrator under all of the conditions noted below: a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division; b. The attendance does not result in unnecessary duplication of participation by District personnel; and c. The attendance does not necessitate the reimbursement of any expenses by the District to the employee.

18.1 A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to utilize personal necessity leave under Section 13.0 of this Article. 19.0 Peace Corps, Red Cross and Merchant Marine Leaves: Permanent employees covered by this Agreement shall be granted an unpaid leave of absence not to exceed twenty-five (25) months to serve in the Peace Corps. During any period of war or national emergency, unpaid Red Cross Leave or unpaid Merchant Marine Leave shall be granted to any employee who enters the full-time paid service of the American Red Cross or the U.S. Merchant Marine in accordance with the provisions of the Military and Veterans Code and the Education Code. 20.0 Miscellaneous Leaves: 20.1 Employment Examination: Upon giving his immediate supervisor advance notice of not less than two (2) working days, an employee shall be permitted a paid absence to take an examination or participate in other District employment procedures during working hours. If less than two (2) days' notice is given by an employee, permission to participate without loss of pay is subject to approval by his/her immediate supervisor. 20.2 Annual Physical Examination: A permanent employee shall be granted up to one day per year with pay for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District. 20.3 Witness: An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the Worker's Compensation Appeals Board arranged by the District's Insurance Section may attend without loss of salary. 20.4 Epidemics and Emergencies: An employee with regular status shall be paid his/her regular salary for any period during which he/she is unable to work at his/her regular place of employment because it is closed by the District due to quarantine, epidemic, or other conditions involving the health or safety of students or employees To be eligible for such pay the employee must be ready, able and willing to perform his/her customary or other reasonable and suitable duties at different work locations as designated by the District. Nothing contained herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. 20.5 Maintenance Procedure No. G-R-14, "Repair of Personal Vehicle" dated January 24, 1992 shall remain in effect for the duration of this Agreement provided, however, that when extenuating circumstances exist, the

two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their supervisor of such circumstances and obtain appropriate approval. 21.0 Leave of Absence for Union Business: Any employee serving as an elected officer of the Council or its affiliates shall be granted a paid leave of absence subject to the following conditions: a. The Council or its affiliates shall first make a written request to the Office of Staff Relations, identifying the specific employee(s) involved, their work location and the length of leave requested. If the leave requested is anticipated to exceed twenty (20) working days, the employee shall also complete a formal leave request form. b. The Council or its requesting affiliates shall reimburse the District for all salary and benefit costs paid during the employees' period of absence from duties. 22.0 Family Care and Medical Leave: An unpaid Family Care and Medical Leave shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the twelve (12) months immediately preceding the effective date of the leave. For purposes of this Section, furlough days and days worked during off-basis time shall count as "workdays". Family Care and Medical Leave absences of twenty (20) consecutive working days or less can be granted by the immediate administrator or designee. Leaves of twenty-one (21) or more consecutive working days can be granted only by submission of a formal leave application to the Classified Personnel Assignments Branch. 22.1 Definitions: For purposes of Family Care and Medical Leave, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of an employee standing "in loco parentis," such child being either under eighteen (18) years of age or an adult dependent who is incapable of self care due to a mental or physical disability. (2) "Spouse" means a husband or wife of an employee; (3) "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law. (4) "Family member" means "child", "spouse", or "parent" as defined above. (5) "Serious health condition" means an illness, injury, impairment, or other condition that involves either “in-patient care” or “continuing treatment”. (6) “Inpatient care” means a stay in a hospital or other medical facility and includes

any subsequent treatment in connection with inpatient care. (7) “Continuing treatment” means treatment by a “health care provider” that involves one or more of the following: (a) a period of incapacity of more than three (3) consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that

also involves either two or more treatments by a “health care provider”, or treatment by a “health care provider” on at least one occasion that results in a regimen of continuing treatment under the supervision of a “health care provider”. (b) any period of incapacity due to pregnancy (including morning sickness); (c) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches); (d) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and (e) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three days if not treated. (8) "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4 of Chapter 5 of Division 2 of the California Business and Professions Code, or any other individual duly licensed to practice medicine in another state or jurisdiction who directly treats or supervises the treatment of the serious health condition, or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners. 22.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within twelve (12) months of the birth, the adoption, or the foster care placement of the child. In addition, leave may be granted because of, the serious health condition of a child of the employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition. 22.3 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled workweeks in a fiscal year. Any leave an employee takes for the reasons specified in Section 22.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be counted

against the employee’s annual leave entitlement under the federal Family and Medical Leave Act of 1993. 22.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for reason of the birth, adoption, or foster care placement of a child of the employee, the basic minimum duration of the leave shall be two weeks; however, the District shall grant the employee leave of less than (2) two weeks’ duration on two (2) occasions. If the leave is taken for a serious health condition of the employee or of the employee’s family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short a time as one hour (can be less than one hour, if necessary). If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee’s family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates to recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent

duties. The alternative position may include the altering of the employee's current job. The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits. Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had when the leave started. 22.5 Notification: If the need for the Family Care and Medical Leave is foreseeable more than thirty (30) calendar days prior to the employee's need for leave, the employee shall give at least thirty (30) days notice. If less than thirty (30) days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within two (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment or supervision to avoid disruption to the District's operations. In giving notice, the employee must include the qualifying event for which the leave is needed, e.g., birth of a child, serious health condition of parent, etc. 22.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes: (1)

the date, if known on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and (4) a statement that the serious health condition warrants the participation of the employee to provide care. If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the leave application, medical certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than fifteen (15) calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken Family Care and Medical Leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, Family Care and Medical Leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Article. In the case of leave due to a serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. The third health care provider, if necessary, shall be jointly approved by the District and the employee and this provider's opinion shall be binding. If the employee's leave has already begun during this medical review process, the employee will be considered to have taken Family Care and Medical Leave, pending the result of the examinations by the second and, if necessary, third health care provider. If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider. 22.7 Restrictions: In the event that parents who are both District employees each wish to take Family Care and Medical Leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be twelve (12) workweeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 workweek allotment for Family Care and Medical Leave for a purpose other than the birth, adoption or foster care placement of a child. 22.8 Compensation: The Family Care and Medical Leave shall be an unpaid leave. An employee who takes Family Care and Medical Leave and who has accrued vacation may elect, or the District may require, the employee to utilize vacation for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition may

elect, or the District may require, the employee to utilize accrued illness days for the leave. During the leave, the District will continue to provide the health benefits package, and maintain the District contribution obligation pursuant to Article XIV, Health and Welfare, during the Family Care and Medical Leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than thirty (30) days after returning from the leave (unless the employee retires within thirty (30) days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve (12) workweeks. Accordingly, if an employee combines pregnancy leave with a Family Care and Medical Leave, the employee will only be entitled to continued health benefits for the first twelve (12) workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence. 22.9 Seniority: Accrual of seniority credit for the period of Family Care and Medical Leave shall be in accordance with Personnel Commission Rule 740. 22.10 Certification to Return to Work: The provisions of Section 11.6 and 11.7 shall apply to employees returning to work from a Family Care and Medical Leave (absence) due to the employee's own serious health condition. 22.11 Early Return From Leave: If the amount of leave needed is actually less than initially requested, the employee must notify the District of such an occurrence. Once the employee provides such notification, the District must reinstate the employee to the same or equivalent position within two days.

ARTICLE XIII WAGES AND SALARIES 1.0 The Council and the District agree that the wages and salaries negotiated in good faith and specified in Appendices A & B of this Agreement meet the prevailing wage obligations of the District for the term of this Agreement.

ARTICLE XIV HEALTH AND WELFARE 1.0 District Contribution Obligations: (as to all eligible District personnel): (a) For the 2002-2003 school year, the District's Health and Welfare benefit plan payment obligation shall not exceed $573 million (the $495 million obligation for 2001-2002 school year plus the additional $78 million for all District personnel). The plan shall be amended as recommended by the Health Benefit Committee and approved by the Board of Education on September 3, 2002. (b) The District shall place $10 million and additional saving from the health plan generated during this fiscal year in the Health and Welfare Prudent Reserve account to be used solely to fund future increases in the plan. (Inadvertently deleted from the 2000-2002 Unit E Agreement) 1.1 Benefit Augmentations Funded by Reserve: In 1997, the Districtwide Health and Welfare Benefits Committee recommended and the Board of Education approved certain augmentations to the District's health and medical programs. These augmentations included the addition of: coverage for domestic partners effective January 1, 1998; birth control benefits (Blue Cross only) effective March 1, 1997, and hearing aids effective March 1, 1997. The cost of these augmentations will continue to be funded from the Districtwide Health and Welfare Benefits Reserve without regard to each unit's pro rata share thereof. 2.0 Plan Revisions Through the District-wide Health and Welfare Committee: A District-wide Health and Welfare Committee shall be formed. a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District. b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the unions present and voting. c. Authority--Subject to the terms of subsection g. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process. (See 1.0 above for the 2002-2003 cost parameters).

d. Proposed changes in the existing kinds and levels of benefits shall be submitted as recommendations to the Board of Education. The Board of Education shall have the limited authority to either: (1) approve the Committee recommendations as submitted, or (2) reject the Committee recommendations as submitted and

refer them back to the Committee. e. The Committee may investigate the creation during the term of this agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval. f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below). g. The Council shall have the option of informing the District of its intent to remove its pro rata share of District health benefit expenditures and assume the responsibility of providing a benefit program for its members, or having the District design and administer a health benefit program for its members. However, any removal of its pro rata share of District health benefit expenditures shall be subject to the precondition of nine months' written notice to the District regarding the Council's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date. 3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows: a. Every employee who is assigned half-time or more of a full- time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December. b. Employees who do not qualify under the preceding paragraph, but who in the previous school year were in paid status for 800 or more hours as a result of any one assignment or any combination of assignments. For employees attaining eligibility under this paragraph, the enrollment year shall be October through September.

c. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the District for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed. To obtain such reimbursement, the employee shall file application therefore with the District's Health Insurance Section. d. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partnership or upon the retirement or death of the spouse/domestic partner, lose any rights the employee would otherwise have had as an eligible employee or retired employee. 4.0 Retirement Benefit Coverage: Employees who retire from the District receiving a PERS/STRS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 800 hours and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within 39 months of the last day of paid service. The employee must meet the following requirements: a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree. b. For employees hired on or after March 11, 1984, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree. c. For employees hired on or after July 1, 1987, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree. d. For employees hired on or after June 1, 1992, consecutive years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. e. In order to maintain coverage, the retiree must continue to

receive a PERS/STRS allowance and must enroll in those parts of Medicare for which eligible. f. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving a PERS/STRS retirement allowance. 5.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time.

However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon reenroll- ment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. 5.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a Adependent add form@ and proof of eligible status as described below. Newborn children of the employee are automatically covered for the first thirty (30) days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the thirty (30) day period. a. Documentary Proof of Status Required for Dependents Dependents Documents Required (copy) Legal Spouse State- or County-issued Marriage Certificate Domestic Partner Notarized ADeclaration of Domestic Partnership@ (LAUSD Form DP 1.0) At least two of the documents listed in Section 5.1. (9) below Listed in Section 5.1, b (9) below. Child, to age 19 Birth Certificate (in case of newborn, evidence of birth available) Stepchild, to age 19 Birth Certificate and income

tax return showing dependent Adopted Child, to age 19 Adoption papers Child who is a Legal Ward, Court order establishing to age 19 legal guardianship Child over 19, to age 25 In addition to the appropriate documents listed above, proof of full-time student status is required at least annually Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided. b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner: (1) have shared a regular and permanent residence for the past 12 months immediately preceding the application for coverage with the LAUSD; (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely; (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal); (4) are not currently married to another person (5) have not signed a declaration of a domestic partnership with another individual in the previous 12 month period (6) are at least 18 years of age (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence.

(8) are mentally competent to consent to a contract (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits. c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age 19 or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond 19. 5.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, AStatement of Disenrollment or Termination of Domestic Partnership.@ The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage. 5.3 For the District-paid basic life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit. 5.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability, provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Applications for employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules. Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage.

Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances: • An application for such coverage is made simultaneously with the employee=s initial enrollment. • The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).

• Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period. 5.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan. 5.6 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans, dental plans and/or vision care plans. The District's Health Insurance Section shall establish and announce the date of said open enrollment period. 6.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.) 6.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. 6.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section. 6.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. 7.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid; b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted; c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective; except for District paid life insurance in which case coverage shall terminate on the date the employee ceases to be employed. d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed. 7.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section. 8.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination

of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan. 9.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a

dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage. 9.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time. 9.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District. 9.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure). 10.0 Miscellaneous Provisions 10.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan. 10.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

11.0 Employee Assistance Program a. General: An Employee Assistance Program (EAP) shall be established for employees and dependents eligible for other benefits pursuant to Section 3.0 of this Article. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters. The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law. b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP

assistance, referrals or follow-up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal: (1) The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP. (2) The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation. The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP. c. Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action. 12.0 The IRS 125 Flexible Spending Account program currently available to certain certificated employees shall be expanded to enable eligible Unit E employees to enroll.

ARTICLE XV HOLIDAYS 1.0 Holidays: An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Sections 1.1 through 1.3: January 1 ..... New Year's Day That date in January declared by the Board ..... Martin Luther King, Jr. Day Third Monday in February ..... Presidents Day Last Monday in May ..... Memorial Day July 4 ..... Independence Day That date declared by the Board..... Admission Day First Monday in September ..... Labor Day November 11 ..... Veterans Day That Thursday in November proclaimed by the President ..... Thanksgiving Day Friday following Thanksgiving ..... Thanksgiving Friday December 25 ..... Christmas Day That date declared by the Board ..... Alternate Lincoln Day Observance 1.1 The employee must have been in paid status for a portion of the working day of his/her assignment immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XII (Leaves of Absence) shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law. 1.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off. 1.3 An employee who is not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that he/she was in a paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the holiday period. 2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday. 3.0 If a holiday occurs while an employee is on vacation or other paid leave, that day will be credited and paid as a holiday.

ARTICLE XVI VACATION 1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with Section 1.1 "Active service" means all of the time for which pay is received, excluding overtime. 1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table: Vacation Accrual Employee's Factor Based on Years of Service 40 Hour Workweek Less than 4 years .03846 4 or more years but less than 15 .05770 15 years but less Employee's than 16 .06155 Hours of Employee's 16 years but less x Paid Status = Hours of than 17 .06539 Exclusive of Accrued 17 years but less Overtime Vacation than 18 . .06923 18 years but less than 19 .07308 19 years or more .07693 For example, a full-time twelve (12) month employee will accrue vacation annually as follows: 1 through 4 years ..... 10 days 5 through 15 years ..... 15 days 16 years ..... 16 days 17 years ..... 17 days 18 years ..... 18 days 19 years ..... 19 days 20 years or more ..... 20 days 1.2 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be: 37.5 hours but less than 40 hours ..... .04087 35 hours but less than 37.5 ..... .04379 less than 35 hours ..... .03846

During subsequent years of service vacation accrual shall be at the rate of the forty (40) hour workweek above. 1.3 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit. 1.4 No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in eighteen (18) pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount (except that the employee shall continue to be credited with vacation during the year at the usual rate, but shall not carry forward into any subsequent year any unused vacation beyond the vacation cap amount). All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount." 1.5 Consistent with the 18 pay period vacation cap amount set forth in 1.4 above, the following procedure for scheduling of vacation time shall be in effect: By April 15 of each school year each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation for the school year in amount necessary to assure the employee will not exceed the vacation cap amount. The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of 1.6 through 1.9 below. For those employees with vacation accrued from prior years, unless otherwise directed by the employee's appropriate administrator, the proposed vacation schedule shall include up to four (4) days of any District closure during the winter recess. 1.6 a. Within fifteen (15) calendar days of receipt of the employee's vacation usage schedule, the appropriate administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following school year, or disapproving the submitted schedule and providing a basis in writing for that denial. Timely submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed schedule for

vacation would substantially interfere with the operation of the employee's work unit. Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency. Except as provided in Section 1.8, any scheduling conflict(s) between or among employees working in the same unit or office as to when vacation can be taken shall be decided by site or work unit seniority within classification. In the event of a tie, the scheduling conflict shall be determined by lot. b. An employee whose previously approved vacation has been changed due to a critical operational necessity shall have the right, prior to filing a formal grievance pursuant to the grievance procedure, to meet with the employee's appropriate administrator and the appropriate Division Head or designee to attempt to informly resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the Division Head or designee shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the 15-day time limit for filing a written grievance as required by Article V, Grievance Procedure. 1.7 Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested modification(s) shall not be unreasonably denied. 1.8 An employee that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee. 1.9 The District shall be permitted (but not required) to schedule

and require any employee with vacation accrued from prior years to take vacation under the following circumstances: a. On up to four (4) days designated by the District during the employee's assignment period; b. When the employee fails to provide an annual vacation schedule per 1.5 above; c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in 1.8 above.

1.10 Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave. 1.11 Except as set forth in 1.12 below, in computing pay for vacation, all applicable salary differentials shall be included and vacation shall be paid at the base salary rate in effect at the time the vacation is taken. 1.12 a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995. b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District including vacation hours used during 1994-95, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank annually at the end of the fiscal year. c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. This limitation shall include vacation used in lieu of half-pay illness days pursuant to Article XII, Section 11.5. Exceptions may be made at the sole discretion of the District, but must be pre-approved in writing by the Superintendent or designee. 1.13 Except as set forth in 1.12 above with respect to employees' 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as a lump sum at the employee's salary rate at the time of such separation (pursuant to 1.11 above). 1.14 Attendance Incentive Plan a. A vacation-earning employee who accumulates a total of fifty (50) days or more days of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee whose full-pay illness absence credit earned subsequent to June 30, 1995, thereafter

drops below 50 or more days shall not be entitled to additional vacation under this section, except pursuant to subparagraph (b). b. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days and earned subsequent to June 30, 1995 shall entitle the employee to one (1) additional vacation day.

ARTICLE XVII SAFETY CONDITIONS 1.0 The District shall be responsible for providing working conditions which conform to applicable law. Employees shall be responsible for complying with safety procedures and practices and for reporting to the immediate supervisor as soon as possible any unsafe condition, facility, or equipment. At each Maintenance and Operations Area and major work site, there shall be posted the name of an individual designated by the District to receive employee reports of unsafe conditions. There shall be no reprisal against an employee for reporting an unsafe condition, facility or equipment.

ARTICLE XVIII TOOL REPLACEMENT 1.0 Subject to 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) employees' tools which are broken or damaged in District service or lost through verified theft from District property not the result of the employee's negligence. Such tools must be those of the employee and must be listed on approved inventory lists. Broken or damaged tools

will become the property of the District. The newly replaced tools will become the property of the employee. The District shall not require any employee to provide any power-operated tools. 2.0 It is understood that employees will be responsible for taking good care of their tools and that they will be held responsible for carelessness, neglect, and misuse. The District reserves the right to review cases where there are repeated or high frequency claims for tools. 3.0 If employees' tools are damaged beyond repair or stolen, the replacement value of the tools, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a $100 deductible. Claims of less than $100 shall not be processed. The maximum payment for any one loss shall not exceed $500. Losses in excess of $500 but not to exceed $2500 may be reimbursed only with the prior approval of the Branch Head. A written request for reimbursement for damage to or theft of tools shall be filed by the employee with the Insurance Services Section, Attention: Employee Reimbursement Program, within sixty (60) calendar days of the date of loss and shall be signed by the employee's immediate supervisor and the Area Facilities Services Director. The Insurance Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval of the use of tools was given before the tools were brought to the school or office or other District property and only when the value of the tools was agreed upon by the employee and the supervisor and approved by the Area Facilities Services Director. 4.0 Where the claim involves a theft, the employee must submit a police report and include the DR number in the claim. 5.0 The employee must assign to the District the right of subrogation to the extent of any payment made by the District.

ARTICLE XIX REIMBURSEMENT FOR MILEAGE EXPENSES 1.0 Employees shall be reimbursed for mileage expenses in accordance with the District established procedures except as set forth below. 2.0 Mileage Rate: Employees who use their personal vehicle for District business shall be reimbursed at the rate of 32.5 cents per mile for all miles driven in District service. 3.0 Daily Flat Rate: In recognition of the fact that many unit employees regularly use their own vehicle to haul District materials, tools, supplies and equipment, employees assigned to one of the classes below shall be eligible for "flat rate" mileage in addition to the per mile reimbursement specified in 2.0 above. Flat rate mileage shall be authorized for eligible field assigned employees for each day or part of a day of such use of their personal vehicle. Those eligible employees regularly assigned to shops shall receive flat rate mileage each day their personal vehicle is driven in District service. Effective July 1, 2000, the rates shall be $5.00 per day for a passenger car or station wagon, and $7.00 per day for a pick-up truck or van. Asbestos Abatement Assistant Asbestos Surveyor Carpenter Earthwork and Paving Inspector Electrical Inspector Electrician Electronics Inspector Electronics Technician Elevator Inspector Equipment Mechanic Fire Equipment Servicer Floor Covering Installer Glazier Gym/Playground Equip. Installed Hand Grader Hardware Inspector Hardwood Floor Worker Heating & Air Conditioning Fitter Heating and Air Conditioning Inspector HVAC Test Technician Insulator/Asbestos Abatement Worker Lawn Sprinkler Fitter Locksmith Machinist Maintenance Worker Painter Painting Inspector Plasterer and Cement Finisher Plumber Plumbing Inspector Pressure Vessel Welder Projector Technician Radio Communication Technician Refrigeration Fitter Roofer Roofing Inspector Senior Carpenter Senior Floor Covering Installer Senior Electrician Senior Heating and Air Conditioning Fitter Senior HVAC Test Technician Senior Insulator/Asbestos Abatement Worker Senior Locksmith Senior Metal Worker Senior Painter Senior Plumber Senior Roofer Sheet Metal Worker Sign Painter Steel Inspector

Steeplejack Telephone Systems Technician Tile Layer Tile Layer Helper Toolsharpener Upholsterer Welder 3.1 Employees in the following apprentice classifications shall become eligible for "flat rate" mileage during the last six months of indenture: Apprentice Carpenter Apprentice Machinist Apprentice Electrician Apprentice Painter Apprentice Electronics Technician Apprentice Plumber Apprentice Heating and Air Apprentice Sheet Metal Conditioning Fitter Worker 3.2 Unit employees in a classification not specified above may also qualify for flat rate mileage on occasion based upon a special assignment as authorized by the Division head or designee.

ARTICLE XX TUITION AND REIMBURSEMENT 1.0 The District shall, subject to the conditions set forth below and within the budgeted amounts for this Unit, grant to permanent Unit employees tuition reimbursement and/or reimbursement for books or consumable materials specifically identified in writing in the course description as required for course completion under the conditions identified below: a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change. b. Approval for reimbursement shall be obtained on the appropriate form signed by the division head or designee before the commencement of the course or program. Approval shall be at the sole discretion of the District. c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District. d. The course(s) or program shall not be taken during the employee's assigned duty hours. e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing. f. Tuition reimbursement shall be limited to a maximum of $600 for any individual employee during any twelve (12) month period. g. At the District's discretion, all books or unused materials for which the District provides reimbursement shall be returned by the employee to the District for reuse by other employees prior to the District providing any reimbursement therefore. h. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.
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Article XX – Tuition and Reimbursement
2.0 Provisions of this Article shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association. 3.0 An employee who terminates employment with the District within six (6) months of receiving tuition reimbursement pursuant to this Article, shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment. 11-19-02

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

ARTICLE XXII TERM OF AGREEMENT 1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2005. 2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Council at any time after May 1,

APPENDIX A WAGES AND SALARIES 1.0 Salary Determination for Flat-Rated Classes: Wage rates for flat-rated building trades classes shall be determined on the basis of the mathematical formula in 1.1 below that compares total annual employer costs for a construction industry craft employee to a District employee. a. Construction industry employer costs shall include the basic wage rate plus health and welfare, pension, vacation/holiday and other contract costs which accrue a benefit to the employee. Employer costs for an apprenticeship program and industry promotion shall not be included. b. District employer costs shall include all time-off with pay benefits and the costs of medical, vision care and dental insurance (not including retired employees), life insurance, and District-paid retirement contributions. c.

The hours worked per year by a District craft employee shall be reduced by a 75 hour annualized salary factory in the calculation of the salary formula. d. Current annual wage cost shall be based on the 13th pay period and shall include regular and limited-term employees. 1.1 The mathematical formula used to calculate the District's pay period rate (DPPR) shall be, as follows: PR = PPH [(HW - ASF) CP - DI] HP + RE FPI = PR - CDR CDR CAW = CDR x APP x EC FAW = CAW + (CAW x FPI) FUA = TFAW - TCAW TCAW WSF = DIP FUA DCPI = FPI x WSF 11-19-02

DPPR = (CDR X DCPI) + CDR PR = Prevailing Rate. HW = Hours worked, as calculated by subtracting from the total annual paid hours the vacation earnable, holidays, and illness and other leaves taken (except industrial accident/illness leave). ASF = Annualized salary factor. CP = Contract Package of construction industry employer costs, including basic wage rate and applicable fringe benefits. DI = District Insurance costs for medical, dental, life, and vision care coverage. HP = Total annual hours paid. RE = District-paid retirement contributions to Public Employees Retirement System. CDR = Current District pay period rate. FPI = Formula Percentage Increase. CAW = Current annual wage cost for all employees in a class. WCI = Wage cost increase for all employees in a class. FAW = Formula Annual Wage cost for all employees in a class. TFAW = Total unadjusted annual wage cost for all employees in all classes subject to the mathematical formula. TCAW = Total current annual wage cost for all employees in all classes subject to the mathematical formula. FUA = Percentage difference between the total Formula Annual Wage cost and the total current annual wage cost. DIP = The percentage factor by which the District and Council agree to increase the total UNIT E wage cost. WSF = Wage Stabilization Factor.

DCPI = District Crafts Percentage Increase. DPPR = District Pay Period Rate. APP = Annual Pay Periods (13.05). PPH = Pay Period Hours (160). EC = Number of employees in craft. 2.0 The salary for non-flat rated classes shall be as set forth in Appendix B. 3.0 Salary Differentials: An earned salary differential in addition to the regular rate of pay specified in Appendix B shall be paid to affected employees under the conditions and in the amounts specified in this Article. a. Assignment to duties for which a salary differential is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment. b. Long-term Salary Differentials as designated in this Article shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent and for which payment shall be continued during paid absences of the employee. c. Short-term Salary Differentials as designated in this Article shall be for the performance of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee. 3.1 Shift Differentials shall be granted as described in Article IX, Section 3.0, Hours and Overtime, and shall be considered long-term differentials. An employee regularly assigned to a work shift for which a salary differential is paid shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to a work shift not entitled to such compensation. 3.2 Spray Painting Differential: Employees in the Painter class performing four (4) or more hours of spray painting work in one day shall be granted a short-term salary differential for which compensation shall be at that rate specified for Spray Painter in Appendix B of this Agreement. Excluded from qualifying for this salary differential shall be spray painting work for furniture finishing and refinishing; game lines on playground surfaces; parking, traffic, or similar lines; and mastic on bleacher seats, sandboxes, porches, steps, and similar facilities.

3.3 Leader Differential: A short-term salary differential of three and one-half percent above the regular rate of pay shall be paid to an employee temporarily assigned supervisory responsibility over a crew of three (3) or more other employees who work in the leader's immediate presence at one site and in the absence of another supervisory employee, subject to the following: a. A leader differential shall not be granted if supervision is exercised over other employees in those classes for which the leader's class normally has

supervisory responsibility. b. Leaders may be assigned only in classes approved by the division head. c. Whenever practicable, leaders shall be selected from the appropriate eligibility list as determined by the division head or his/her designee. d. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration. 3.4 Senior/Supervisory Differential in Job Cost Payroll Classes: A salary differential shall be paid to employees assigned during a temporary absence of a senior or supervisor from a position on the Job Cost Payroll, subject to the following: a. Assignments under this Section will be made at the district's discretion. However, if at the time the assignment is made, the assignment is anticipated to last more than twenty (20) consecutive working days, the assignment may be made at the District's discretion only upon District certification that (1) there is no appropriate senior or supervisor eligibility list or, (2) employees on the appropriate senior or supervisor eligibility list are not available. b. The employee must perform the higher-level duties for at least five (5) working days in a pay period or at least five (5) consecutive working days. c. The discretionary assignment of any one employee to perform the higher level duties shall not exceed ninety (90) consecutive working days in duration. Payment of the differential authorized under this Section shall be continued during paid absences of the employee, if any, whenever the assignment is for more than twenty (20) consecutive working days. d. The amount of the salary differential shall be five (5%) percent for an employee assigned as a senior in a directly related higher class; fifteen (15%) percent for an employee regularly assigned in a

qualified journey-level class who is assigned as a supervisor in a directly related class. For an employee regularly assigned in a senior class who is assigned as a supervisor or craft technical supervisor in a directly related class, the employee shall be paid the lesser of a nine and one-half (9½ %) percent differential OR the regular rate for the supervisor or craft technical supervisor classes to be expressed as a percentage above the employee's current salary rounded to the nearest tenth (1/10) of a percent. The "regular rate" shall be either the flat rate for the supervisory/craft technical supervisor class or the step which is next highest to the employee's rate in the senior class. Regular vacancies for senior/supervisory positions shall be filled pursuant to Personnel Commission Rules. 4.0 Salary Placement: Entry level placement on the salary schedule shall be the lowest step of the schedule authorized by the District for the classification or at the hourly rate established for the classification. 5.0 Step Advancement on the Salary Schedule: a. A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years as of the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. b. A day in paid status for purposes of this section shall be defined as the employee's average number of assigned hours per day, including: 1) Limited term assignments in the same, equal or higher class. 2) In the event of demotion following promotion to a regular position time spent in a higher class. 3) Time spent on leave resulting from an industrial accident or illness leave. 6.0 Salary Placement Upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class,

exclusive of overtime. A new cycle for subsequent step advancement will thus be established. 7.0 All employees shall receive biweekly payment of wages and salaries under the District's Earned Salary Allowance procedures. 8.0 Longevity Increment: All unit members who have completed the required years of District service, as defined below, shall be eligible to receive a longevity increment. 8.1 For all unit members who attain the required number of years to qualify or to advance to the next increment, the following procedures shall apply: a. Unit members should apply for their longevity increment to the Classified Personnel Assignments Office on a form provided by the District immediately prior to completion of the qualifying number of years of District service. However, failure to do so will not constitute a waiver of the Unit member's right to receive benefits provided for in Section 8.1, up to a three (3) year right of recovery. b. The Classified Personnel Assignments Office will verify eligibility for the

requested increment and notify Payroll of the effective date of such increment. c. The longevity increment shall become effective on the first day of the pay period following completion of the qualifying number of years of service. 8.2 For purposes of computing years of District service, only time paid in regular status in the classified service shall be counted. Employees must have been paid for at least 75% of assigned time in order to be credited with a year of service. (For example, and without limiting the application of the previous sentence, in a year where A Basis employees are assigned for 260 days, a year of service shall be 195 days in paid status; for a C Basis employee assigned for 204 days, a year of service shall be 153 days in paid status.) Prior service in regular status shall be counted following any break in service in the event of reinstatement or reemployment from layoff. 8.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment. 8.4 The longevity increment schedule for years of qualifying District service shall be:

$25 per pay period (equivalent to $.15625 per hour) after 10 years $30 per pay period (equivalent to $.18750 per hour) after 15 years $35 per pay period (equivalent to $.21875 per hour) after 20 years $45 per pay period (equivalent to $.28125 per hour) after 25 years $50 per pay period (equivalent to $.31250 per hour) after 30 years $55 per pay period (equivalent to $.34375 per hour) after 35 years There shall be an additional $5.00 per pay period increment for each additional five (5) years of qualifying District service. 9.0 Commuting Incentive: a. District-approved rideshare participants shall be guaranteed a ride home by the District should a family emergency develop or the District require that they work beyond their normal shift. b. District-approved rideshare participants who are required to use a vehicle in the performance of their job shall receive priority for use of a Board vehicle.

APPENDIX C MEMORANDUM OF UNDERSTANDING 2002-2005 This Memorandum of Understanding is made and entered into this 19th day of November 2002, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") for employees in Unit E (Skilled Crafts). Pursuant to Article XXII of the parties' 2000-2002 Agreement, the District and the Council have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The parties hereby agree as follows: A. All articles and provisions of the parties' 2000-2002 Agreement are incorporated as part of the parties' successor Agreement except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. B. For the 2002-2003 school year, the District and Council agree to the following compensation changes effective July 1, 2002. 1. Health and Welfare Benefits (as to all eligible District personnel): (a) For the 2002-2003 school year, the District's Health and Welfare benefit plan payment obligation shall not exceed $573 million (the $495 million obligation for the 2001-2002 school year plus the additional $78 million for all District personnel). The plan shall be amended as recommended by the Health Benefits Committee and approved by the Board of Education on September 3, 2002. (b) The District shall place $10 million and additional savings from the health plan generated during this fiscal year in the Health and Welfare Prudent Reserve account to be used solely to fund future increases in the Plan. 2. Salaries: Effective July 1, 2002, all Unit E bargaining unit base salary rates shall be increased by 3%. For 2002-2003, if the District voluntarily enters into a collective bargaining agreement with any other classified bargaining unit which provides for a general percentage increase on the salary schedule in the 2002-2003 contract year which is greater than the general percentage increase on the salary schedule provided herein for Unit E employees in the 2002-2003 contract year, the general percentage increase on the salary schedule for Unit E employees will be increased to equal such greater general percentage amount.