

# Los Angeles Unified School District

HUMAN RESOURCES DIVISION  
OFFICE OF STAFF RELATIONS

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John Bowes, Ed. D.  
Administrator

August 27, 2009

Bill Lloyd  
Service Employees' International Union, Local 99  
2724 West Eighth Street  
Los Angeles, California 90005

**RE: JOB STEWARD RELEASED TIME – UNIT B (Instructional Aides)**

Dear Mr. Lloyd:

This side letter of agreement is entered into between the Los Angeles Unified School District ("District") and the Los Angeles City and County School Employees Union, Local 99 ("Union") regarding the above referenced matter.

Job Stewards, as designated by the Union pursuant to Article IV, Section 5.0 of the collective bargaining Agreement for Unit B (Instructional Aides), will be provided no greater than thirty (30) minutes per month, per work location, for the sole purpose of resolving (not soliciting) grievances (as defined in Article V, Section 1.0) of other employees, subject to all of the conditions set forth below:

1. The Job Steward will provide no less than two (2) working days advance notice to his/her supervisor/administrator of a request to utilize such released time. In such request, the Job Steward will advise his/her supervisor/administrator of the nature of the grievance, the number of minutes of released time being requested and confirmation that the Job Steward has the permission of the employee whose grievance he/she is attempting to resolve.
2. The Job Steward will schedule the released time with his/her supervisor/administrator so as to minimize interference with the Job Steward's regular employee duties. The Job Steward will utilize this released time at his/her assigned work location only. The Job Steward will not enter any work area without the express permission of the immediate supervisor assigned to that work area and will comply with all safety and other rules applicable to that work area.
3. If, in the judgment of the supervisor/administrator, operational needs do not permit the Job Steward to be released, the released time request may be denied or, if initially granted, postponed.
4. During the Job Steward's released time, the Job Steward will not interrupt any other employee who is on working time. Nothing contained herein shall be interpreted to grant released time to any employee other than the Job Steward.

5. The Job Steward's name, classification and work location must appear on the most recent quarterly and/or updated list of Job Stewards provided to the Office of Staff Relations pursuant to Article IV, Section 5.0. If no quarterly list has been provided, this side letter shall not be in effect.
  - a. This Job Steward list must clearly state who the designated Job Steward is and who the alternate Job Steward is, if any.
  - b. The total released time for the designated Job Steward and the alternate Job Steward, if any, shall not exceed 30 minutes per month, combined.
  - c. To be valid, this list must meet the requirements of Article IV, Section 5.0.
  - d. For a Job Steward to be eligible for released time, the Union must designate on the list that the Job Steward has completed the Union's training on proper utilization of these procedures.
6. The Job Steward must have the permission of the employee whose grievance he/she is attempting to resolve before using released time with respect to that employee's grievance.
7. These procedures shall not be used for the resolution of disciplinary matters or for the purposes set forth in Article IV, Section 5b and 5c.
8. Nothing contained herein shall alter the provisions set forth in Article V, Grievance Procedure.

Job Stewards will be provided with training by the Union on the proper utilization of these procedures. Job Stewards will utilize these procedures in good faith, and will not request or use released time outside the parameters set forth herein. Abuse of these procedures may result in the District electing to terminate this side letter prior to the expiration date set forth herein.

Claimed violations of this side letter are not subject to Article V, Grievance Procedure.

This side letter shall expire on December 31, 2009 unless extended through mutual written agreement between the parties.

Sincerely,



John Bowes, Ed.D.  
Office of Staff Relations

SO AGREED:



Bill Lloyd

8-27-09  
Date

UNIT B

MEMORANDUM OF UNDERSTANDING  
2008-2011

This Memorandum of Understanding is made and entered into this 27<sup>th</sup> day of August 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, SEIU, Local 99 ("Local 99") for employees in Unit B (Instructional Aides).

Pursuant to Article XXI of the parties' 2005-2008 Agreement, the District and Local 99 have met and negotiated in good faith and have completed their negotiations for a 2007-2008 reopener agreement as well as a successor collective bargaining Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2005-2008 Agreement and the 2006-2007 Reopener 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 2007-2008 school year, the District and Local 99 agree to the following with respect to compensation:
  1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate for the 2007-2008 fiscal year is not described herein because that period has been completed and funded in accordance with the coordinated bargaining Agreement on Health and Welfare dated September 18, 2007.
- C. For the 2008-2009 school year, the District and Local 99 agree to the following with respect to compensation:
  1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate for the 2008-09 fiscal year is not described herein because that period has been completed and funded in accordance with the coordinated bargaining Agreements on Health and Welfare dated September 18, 2007 and February 10, 2009. As set forth in the Agreement dated February 10, 2009, for the 2008-2009 fiscal year, the District's total contribution to the health fund represents an approximate two percent (2%) on-going increase in total compensation.
- D. For the 2009-2010 school year, the District and Local 99 agree to the following:
  1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate will be in accordance with the coordinated bargaining Agreement on Health and Welfare dated February 10, 2009.
  2. Reopener: The parties have agreed to reopen on base salary rate. The parties have further agreed that each party may reopen on two contract articles.
  3. Cost savings: In light of the significant fiscal challenges facing the District, the parties have undertaken a substantive review and discussion of cost savings measures. The parties recognize that such cost savings measures with respect to the 2009-2010 fiscal year must be implemented promptly and the parties agree to continue to meet in good faith toward a

goal of reaching timely agreement on such cost savings measures.


- E. For the 2010-2011 school year, the District and Local 99 agree to the following:
1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate will be in accordance with the coordinated bargaining Agreement on Health and Welfare dated February 10, 2009.
  2. Reopener: The parties have agreed to reopen on base salary rate. The parties have further agreed that each party may reopen on two contract articles.
  3. Cost savings: Due to the anticipated ongoing fiscal challenges facing the District, with respect to the 2010-2011 fiscal year the parties will again review and discuss cost savings measures. These discussions will begin as soon as practicable following July 1, 2010. The parties agree to meet in good faith toward a goal of reaching timely agreement on such cost savings measures.
- F. The parties' 2005-2008 Agreement and 2006-2007 Reopener Agreement shall be further modified as follows:
1. Article IV, Union Rights, as attached.
  2. Article V, Grievance Procedure, as attached.
  3. Article IX, Hours and Overtime, as attached.
  4. Article X, Evaluation Procedures, as attached.
  5. Article XIII, Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices, as attached.
  6. Article XIV, Health and Welfare, to be attached.
  7. Article XVIII, Tuition Reimbursement, as attached.
  8. Article XIX, Career Ladder Implementation, as attached.
  9. Article XXI, Term of Agreement, as attached.

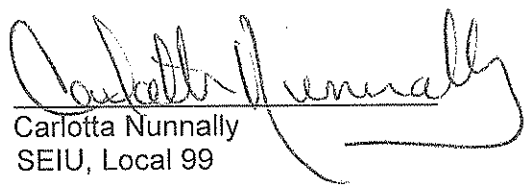
The above is subject to ratification by the Local 99 membership of Unit B and to final approval by the LAUSD Board of Education.

Date of agreement: August 27, 2009

Los Angeles Unified School District

Los Angeles City & County School  
Employees Union, SEIU, Local 99

By:   
John A. Bowes, Ed. D.  
Office of Staff Relations

By:   
Carlotta Nunnally  
SEIU, Local 99

Adopted and approved by the Board of Education on \_\_\_\_\_, 2009.

By: \_\_\_\_\_  
Monica Garcia, President  
Board of Education

## ARTICLE IV

### UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities including employee mailboxes for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty-free lunch periods, before and after employees' hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for the Union's exclusive use at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than six (6) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay and with mileage reimbursement for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 Employee List of Employees: The Union shall be provided ~~quarterly~~ via compact disc a current list ~~of names, employee numbers, classifications, addresses, home telephone numbers, work locations, hourly rate, status (regular, substitute, temporary) and social security numbers of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from the District during the preceding quarter.~~

5.0 Job Stewards: At each work location, the Union will have the ~~right~~ to designate, pursuant to its own procedures, one employee (and one alternate) to serve as the Job Steward. The Union shall ~~inform~~ provide the Office of Staff Relations ~~in writing a written quarterly list of each employee so designated by name, classification and work location. If, during a quarter, the Job Steward designation changes, the Union shall inform the Office of Staff Relations in writing of the changed information within fifteen (15) days of the change being made.~~ 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 2.1 (Grievance Procedure) and Article X, Section 3.0 (Evaluation Procedures); Upon request of a Job Steward serving as a representative as described above, the responsible supervisor/administrator shall, whenever operationally practical, reschedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance or appeal.

## Article IV - Union Rights

b. On his/her own time to coordinate Union meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

c. Post, initial, and date official Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes; and

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

e. There shall be no reprisals against the Job Steward for the performance of his/her steward responsibilities.

6.0 Copies of Agreement: A reasonable number of copies of this Agreement will be provided by the District to the Union for its ratification meeting.

7.0 Consultation: Prior to implementing any decision to lay off 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 the Union. Upon request, the District shall negotiate with Local 99 regarding the effects of such decision on Unit members represented by Local 99; however, any such pending negotiations shall not delay implementation of the District's decision.

8.0 School-based Management: No decision by a site council or any other District-sponsored committee to grant a School-based Management waiver request which conflicts with the express terms of the this Agreement shall be approved without the consent of the Union.

9.0 Special Committees: Separate committees, each comprised of five Unit B employees as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one such meeting per quarter in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated area.

The Special Education Committee's charter shall include exchange and discussion of information related to the Consent Decree. Any agreements reached or actions undertaken by the Special Education Committee shall be within limitations set forth by the Consent Decree.

The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation including, but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for the Unit B committees shall be:

#### Article IV - Union Rights

- (1) Special Education;
- (2) All other areas where Unit B employees are assigned.

This provision shall remain in effect only during the term of this Agreement and ~~will~~ expire on June 30, ~~2008~~ 11, unless expressly renewed by mutual agreement.

## ARTICLE V

### GRIEVANCE PROCEDURE

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

- a. An employee;
- b. The Union on behalf of an employee with written approval of the involved employee(s);
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement; or
- d. The Union concerning the investigation or processing by the Equal Opportunity Section of an official employee complaint filed under Section 1.1 of this Article which is within the Equal Opportunity Section's jurisdiction.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force, performance evaluations, disciplinary matters, complaints by one employee about another, and examination procedures, results and references. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled through the Equal Opportunity Section or the grievance procedure subject to Article VII. Employees also may be represented by the Union when claiming violations of Article VII (Non-Discrimination) through the Equal Opportunity Section.

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 is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

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

## Article V - Grievance Procedure

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

2.0 Representation Rights in the Grievance Procedure: If 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 to assume this responsibility. The grievant must be present at each step of the grievance procedures, unless excused by the District.

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

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

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Union, 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.

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

## Article V - Grievance Procedure

to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal (or school) holidays.

7.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor 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 utilize these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the District Grievance Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. A copy of the form shall be forwarded to the Office of Staff Relations by the employee or his/her representative. 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.

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

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

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant or his/her representative may, within five (5) days after the termination of Step Two, send a written request with a copy of the grievance form to the Deputy Superintendent or designee. 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 to the

## Article V - Grievance Procedure

grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a 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 (14th) day following the receipt of the grievance.

11.0 Request for Arbitration: If the Union is not satisfied with the decision at Step Three, the Union with the concurrence of the grievant, may submit the matter to the Office of Staff Relations for an Arbitrator. This request must be made within five (5) days after the termination of Step Three.

12.0 Arbitration: Within five (5) days from the date the request for an Arbitrator 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 an Arbitrator. The Arbitrator 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:

Howard S. Block	Joseph Gentile	<del>Thomas Roberts</del>
Thomas Christopher	Joe H. Henderson	William Rule
<del>Julius Draznin</del>	Geraldine Leshin	<u>Michael Prihar</u>
<u>Irene Ayala</u>		

The party who strikes the first name shall be determined by lot. If the Arbitrator 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 Arbitrator as indicated above.

12.1 The hearing shall be under the direction of the Arbitrator 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. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

12.2 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 Arbitrator in fulfilling his/her responsibilities.

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

12.4 Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

12.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the Arbitrator, but shall not be scheduled during the summer or off-track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this

## Article V - Grievance Procedure

deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

13.0 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 cause its claim to be heard and ruled upon by the Arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the Arbitrator. Immediately after selection of the Arbitrator for the preliminary hearing, either the Union or the District may require that a different Arbitrator 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 Arbitrator's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Limitations Upon The Arbitrator: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detracting) of the terms of this Agreement. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

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

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

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

16.0 Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and

## Article V - Grievance Procedure

transcription.

16.1 Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

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

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

## ARTICLE IX

### HOURS AND OVERTIME

#### 1.0 General Provisions:

1.1 The workyear of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. Employees assigned to "Flexible C Basis" shall have the same number of annual assigned days/hours as part of their basic assignment as their counterparts on regular C Basis. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District.

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District, provided, however, that employees shall not have a regular assignment for less than sixty (60) hours a pay period and that, except in cases of temporary emergency, employees shall not be assigned split shifts in regular assignments.

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

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.

1.6 For the purpose of computing hours worked, time during which an employee is excused from work because of holidays, vacation, or paid leaves of absence shall be considered as time worked by the employee.

1.7 Prior to any substantial change of a permanent nature that affects an employee's work week or daily hours of work, the employee shall, whenever practicable, be given five (5) work days' advance notification.

## Article IX - Hours and Overtime

1.8 Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned shifts.

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group will be kept for each work year and be made available upon written request by an employee.

2.1 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1½) times the regular rate of pay for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week.

2.2. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1½) times the regular rate of pay for any work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.3 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1½) times the regular rate of pay for any work authorized and performed on the seventh (7th) day following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.4 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 (1½) times the regular rate of pay for actual hours worked.

3.0 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the

## Article IX - Hours and Overtime

interruption and such time will count as time worked and compensated at the appropriate rate of pay.

3.1 Early Education Center Aides assigned to eat meals with children shall be given a free meal and this time will not be considered their normal meal period.

4.0 Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.

4.1 For purposes of scheduling rest periods pursuant to Section 4.0 above, the District shall include all assignments under the same site administrator which total four (4) or more hours of continuous employment, whether or not such assignments are in classifications covered by this Agreement or are assignments outside the classified service.

5.0 Temporary Additional Hours: Insofar as practical, temporary, additional non-overtime hours available at a site shall be distributed equitably among those qualified employees at the site who volunteer for such hours provided, however, that such increase in hours should not result in making part-time employees full-time or nonbenefitted employees benefitted. In the event that insufficient qualified employees volunteer, the assignment shall be made by the appropriate administrator. The administrator shall make reasonable efforts to distribute equitably such assignments. Assignments of additional hours in Early Education Centers shall be made in accordance with Child Development Division Bulletin No. 0318.

6.0 Yard Supervision: Except as provided in 6.1 below, all assignments to yard supervision shall be distributed equitably among all the classroom aides at the site.

6.1 While the parties recognize that the primary responsibility of Special Education Assistants/Trainees is to Special Education students, Special Education Assistants and/or Trainees at non-Special Education sites continue to have professional responsibility for student supervision in accordance with the December 1, 1988 policy of the Division of Special Education.

7.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses, CPR or first aid certificates) or in meeting employment requirements established at the time of initial entry into the job class.

## Article IX - Hours and Overtime

8.0 Use of Classroom Aides in the Absence of a Certificated Employee: It is recognized by the parties that classroom aides are to be assigned classroom duties in accordance with Education Code Section 45344 so that when the regular or substitute classroom teacher is not present in the classroom, it is the District's obligation to assign responsibility for classroom supervision and instruction to an employee who possesses a teaching credential. Employees will not be required to perform classroom duties in violation of Education Code Section 45344.

a. Community Based Instruction (CBI): Aides are to be assigned CBI duties in accordance with Education Code Section 45344 so that when a certificated person is not present, it is the District's obligation to assign responsibility for supervision and instruction to a certificated person.

b. Alleged violations of this Section shall be subject to the following special grievance procedure:

a. 1. Any grievances alleging violations of Section 8.0, above, must be filed with the immediate administrator with a copy to the Local District Superintendent /Division head within five days of the occurrence of the facts upon which the grievance is based. Within five days of receipt of the grievance, the immediate administrator shall hold a meeting to discuss the matter and following the meeting shall reply, in writing, within five days to the employee, representative (if any), and the Local District Superintendent/ Division head.

b. 2. If the employee wishes to obtain review of the above decision, a written request to the appropriate Local District Superintendent/ Division head shall be delivered within three (3) days of receipt of the immediate administrator's reply. Within five (5) days after receipt of the request, the Local District Superintendent/Division head or designee shall hold a meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative (if any).

c. 3. Within five (5) days after the above decision is announced, Local 99, with the concurrence of the employee, may request that the matter be submitted to arbitration by notifying the Office of Staff Relations of its intention in writing. Local 99 and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date. In any arbitration under this Section involving a grievance where the parties' dispute whether a violation has occurred, the fees of the arbitrator shall be paid by the losing party. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven (7) calendar days of the briefs (or of the close of the hearing if there are no briefs). These cases shall, in all ways not modified herein, conform to the provisions of Article V.

d. 4. It is understood that the sole issue for arbitration shall

## Article IX - Hours and Overtime

be the determination as to whether or not the alleged violation has occurred and that the arbitrator shall have no authority to grant any remedy other than declaratory relief.

## ARTICLE X

### EVALUATION PROCEDURES

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule. The District agrees to send a reminder to all supervisors of bargaining unit employees immediately before the time that annual evaluations are to be prepared stating that failure to follow provisions outlined in this Article can result in a grievance or appeal filed by the employee.

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

b. Permanent employees shall be given a performance evaluation at least once every school year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year-round schools and different work schedules, employees' assignment bases may end at different times. For example, A basis employees' assignment basis ends June 30 and B or C basis employees may have their assignment basis end sooner than June 30 if they are assigned to a year-round school.

Evaluations may be issued within the last twenty days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

c. Restricted employees shall be given a promotability rating as part of the examination process.

d. In addition to any other performance evaluation which may be issued, any employee who did not receive an annual performance evaluation from at least one supervisor who supervised the employee at least ninety (90) calendar days during the annual evaluation period may request that a performance evaluation be completed by his/her current immediate supervisor once the employee has worked for the supervisor at least ninety (90) calendar days.

2.0 Procedure to be Followed: Performance evaluation reports, including annual evaluations and any interim evaluations, shall be made on forms prescribed by the District.

## Article X - Evaluation Procedures

a. Evaluations shall be based on observations or knowledge 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 (generally the immediate supervisor) shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. Copies of the evaluation together with any attachments will then be distributed as follows: One (1) copy to the employee at the time the employee signs the evaluation; one (1) copy to the evaluator.

c. If any category on the performance report is rated lower than "meets standards," the following will be included in the evaluation:

1. statement of the problem or concern;
2. the desired improvement;
3. suggestions as to how to improve; and
4. provisions for assisting the employee.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent/Division head, or designated representative within ten (10) working days of receipt of the evaluation. 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 Union, if he/she so desires.

3.1 Formal grievances concerning evaluations filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article V (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal), including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission

## Article X - Evaluation Procedures

Rule 904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

5.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at the Classified Employment Transactions Service Branch.

5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during the normal office hours of the Classified Employment Branch without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect his/her personnel file. Employees will not be charged for the first five (5) pages of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee is requested to sign.

5.2 Conference Memos: The purpose of a conference memo is to inform the employee in writing about perceived deficiencies, where appropriate to provide constructive assistance to the employee to improve, and to document the communication on a reasonably current basis.

A conference memo is a written record about work performance issues issued after a face-to-face meeting or a telephone discussion if the employee or supervisor is unable to personally meet.

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

a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.

b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.

c. Any written response from the employee shall be attached to the memo and retained with the file copy.

Neither the District nor the employee shall consider the conference memo by itself to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo.

The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary proceeding.

With the exception described below, annual evaluations shall not be

## Article X - Evaluation Procedures

based on conference memos issued in prior annual evaluation periods, but such conference memos may only be referred to as establishing prior notice to the employee of the concerns set forth. Generally, in order to provide an opportunity for remediation of job-related deficiencies, administrators shall not refer to a conference memo issued for the first time within thirty (30) days of the employee's annual evaluation. However, if conduct arose during that period of time which was of significant nature, such reference is permissible. When a conference memo issued within the last thirty (30) days is not referenced in the current year's evaluation, it may be referenced in the next years' annual evaluation.

Any conference memo for which there is not repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as theft, substance abuse or violence, shall be void after three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Nonavailability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XIII, Section 9.0.

8.0 Discussions between a Unit employee and District supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

8.1 The District will take reasonable steps to inform ~~teachers~~ staff to avoid conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff a ~~teacher~~ concerning the member's unsatisfactory work performance or work-related problems has occurred, he/she may bring such concerns to the site administrator or designee.

## ARTICLE XIII

### WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS AND CERTAIN SALARY PRACTICES

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

2.0 Pay Allowances:

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

3.0 Pay Differentials - General:

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

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

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

3.4 Short-term salary differentials as designated in this Article shall be for the performance for less than twenty (20) consecutive working days 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.

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

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

4.0 Language Differential:

a. Certification: A regular employee, except as provided in Section 4.1 below, shall be paid a long-term salary differential for using language skills upon certification from the appropriate Local District Superintendent/ Division or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language, or to converse fluently in a non-English language or sign language.

b. Employees who have not received certification under this Section shall not be required on a recurrent basis to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications or to those classifications designated in paragraph 4.1, below.

c. Language Proficiency: In order to qualify for a language differential, the employee must meet English and non-English or sign language proficiency standards prescribed by the Personnel Commission. Such English and non-English or sign language proficiency standards shall include required communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

d. A regular employee assigned to a bilingual classification must meet the proficiency requirement in section b., above, but not the certification procedure in section a., above.

4.1 Employees in the following classifications shall not be eligible for a differential for sign language: Deaf and Hard of Hearing Instructional Aide, Deaf and Hard of Hearing Instructional Aide (Restricted), all classifications of Instructional Aide for Deaf and Hard of Hearing Students Signing, and Sign Language Interpreter I and II.

4.2 Eligible full-time employees shall be paid at the rate of forty-six (46) dollars per pay period (which is equivalent to \$.2875 per hour) if required to speak, read, and write a non-English language, or twenty-eight (28) dollars per pay period (which is equivalent to \$.175 per hour) if only required to converse in a non-English language.

4.3 Eligible full-time employees who have passed the District sign language test at Level I shall be paid at the rate of forty-six (46) dollars per pay period (which is equivalent to \$.2875 per hour) if required to converse in sign language. Eligible full-time employees who have passed the District sign language test at Level II shall be paid at the rate of twenty-eight (28) dollars per pay period (which is equivalent to \$.175 per hour) if required to converse in sign

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language.

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

4.5 An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 4.0, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

4.6 An employee shall be eligible for only one differential under this Section.

5.0 Night Work Differentials:

5.1 Except as provided in 5.2 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 assigned time between midnight and 7:00 a.m. shall receive a shift differential of two steps on the salary schedule for their class.

5.2 Non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight and who are on the fifth step of the salary schedule of their class, shall receive a shift differential of five and one-half (5½) percent. Such employees who work one-half or more of their assigned time between midnight and 7:00 a.m. and who are on the fourth or fifth step of the salary schedule for their class, shall receive a shift differential of eleven percent (11%).

5.3 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 five percent (5%). 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 ten percent (10%).

5.4 If such shifts are worked less frequently than five (5) days a week, a differential shall be paid only for those days on which such shifts are worked.

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

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7.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in 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. For purposes of this Section, 130 days shall be defined as 130 times the employees' average number of assigned hours per day.

7.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

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

8.0 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, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

9.0 Reimbursement for Mileage Expenses: Employees who are required to use their personal vehicles for District business shall, beginning July 1, 2009, be reimbursed at the Internal Revenue Service established standard business rate for such usage ~~at the rate of thirty-eight (38) cents per mile~~ for all miles driven in District service.

10.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

11.0 Payroll Errors:

~~11.1 A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) calendar days after it is reported to the Payroll Services Branch by the employee's time reporting person.~~

11.21 Emergency Pay Allowance Supplemental Pay Warrant:

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~~Notwithstanding Section 11.1 above, A permanent regular employee who does not receive a scheduled pay warrant or receives an substantial underpayment because of problems involving assignment, time reporting, or payroll processing, or key punching may request an Emergency Pay Allowance Supplemental Pay Warrant which shall be ninety-five (95) percent of the employee's normal net pay for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within 3 work days unless employee requests that the warrant be mailed. Such a request should be made to the time reporting person at the employee's work location who will then contact the Payroll Services Branch on any day of the week following payday. If the request to Payroll Services Branch is made by 12:00 noon, the Emergency Pay Allowance will be ready for pickup or mailing between 3:30 p.m. and 5:00 p.m. on the same day. The Payroll Services Branch will make every effort to resolve the salary payment problem and forward the remaining five (5) percent of net pay in the next weekly supplemental payroll. The issuance of an Emergency Pay Allowance will not cause the succeeding salary payment to be delayed if requested no later than the Friday after a regular payday. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within 1 work day unless employee requests that the warrant be mailed.~~

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

b. ~~In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.~~

c. ~~The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.~~

11.3 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such over-payment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with the Payroll Services Branch.

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12.0 The District shall make smocks available to employees assigned in classrooms for the developmentally handicapped.

13.0 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.

13.1 The longevity increment shall become effective on the first day of the second Special School Month following completion of the qualifying number of years of service.

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

13.3 The longevity increment shall be part of the employee's basic wage of 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.

13.4 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  
\$40 per pay period (equivalent to \$ .25000 per hour) after 25 years  
\$45 per pay period (equivalent to \$ .28125 per hour) after 30 years

## ARTICLE XVIII

### TUITION REIMBURSEMENT

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

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

b. Approval for reimbursement shall be obtained on the appropriate form signed by the Local District Superintendent/Division head or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to know the reasons(s) for the disapproval.

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~~ \$500, effective July 1, 2009, for any individual employee during any twelve (12) month period.

g. 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.

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

## Article XVIII - Tuition Reimbursement

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.

4.0 Any amount budgeted by the Board in any fiscal year for tuition reimbursement for Unit C but not expended during the fiscal year shall be available to Unit B in the same fiscal year when Unit B's tuition reimbursement budget has been expended for that year.

## ARTICLE XIX

### CAREER LADDER IMPLEMENTATION

1.0 Since September of 1993, the Los Angeles Unified School District (the "District") and the Union have been engaged in a joint collaborative effort to develop a paraprofessional career ladder for the District with the intent of developing a program to support paraprofessionals in the pursuit of teaching credentials. As part of that collaborative effort, on May 20, 1994, the District and the Union jointly issued a "Paraprofessional Career Ladder Working Group Report."

2.0 The District and the Union agree to establish a Career Ladder Oversight Committee (the "Committee"), with equal representation from the Union and the District.

2.1 The Committee shall be composed of eight (8) Union representatives (four [4] from Unit B and four [4] from Unit F), and eight (8) District representatives.

2.2 All recommendations by the Committee shall be reached by clear and substantial consensus prior to the recommendation's submission to the District's Superintendent or designee for approval.

2.3 The Committee shall be charged with the development of the overall procedures for implementation of a paraprofessional career ladder program, the overall monitoring of that program, and the making of recommendations to the District's Superintendent or designee regarding program components and continued implementation.

2.4 All Committee meetings shall, to the extent possible, be scheduled outside of employee duty time and the Union shall reimburse the District for any lost duty time for Committee meetings, or any tasks completed by Committee members on duty time pursuant to Committee direction.

3.0 The Career Ladder Program to be implemented by the District shall include the following components:

3.1 Only those eligible employees who complete a written application to participate in the Career Ladder Program shall participate in that program.

3.2 The Career Ladder Program shall be composed of five (5) levels. Participating employees shall be placed on the appropriate level according to the individual employee's education and level of performance skills. Education and skill requirements necessary for each level and a participating employee's initial placement and movement on the career ladder shall be determined and implemented in accordance with procedures developed by the Committee, subject to approval by the District's Superintendent or designee.

## Article XIX - Career Ladder Implementation

3.3 Career Ladder participants who are not making satisfactory progress toward the pursuit of a teaching credential may receive, as part of the Career Ladder program, counseling toward careers in other areas of District need.

4.0 The Committee shall, subject to District funding, establish an Educational Trust Fund to provide financial assistance to employees participating in the District's Career Ladder Program to improve paraprofessional education to assist paraprofessionals in pursuing a career as classroom teachers or otherwise improving their education. Participation in the paraprofessional career ladder shall be limited to employees in bargaining units B and F, unless otherwise determined by the committee, or by the Superintendent.

4.1 The criteria for participation in the Educational Trust Fund and the level of participation for each participating employee shall be determined by the Committee, subject to approval by the Superintendent or designee.

4.2 The Committee shall make recommendations to the Superintendent or designee as to eligibility, approved classes, and the amount of disbursement from the Educational Trust Fund.

4.3 The Committee shall develop and recommend to the Superintendent or designee a list of approved candidates for participation in the Educational Trust Fund. However, final approval for participation in the Educational Trust Fund shall be required from the Superintendent or designee. That approval shall be in the sole discretion of the District. However, if any such approval is denied, the District shall, upon written request, provide the applying employee with the stated reason for the disapproval.

4.4 All courses or programs shall be taken by the employee during non-assigned duty hours.

4.5 The Committee shall develop and implement a requirement for participating employees who have obtained their teaching credential, whereby, upon the request of the District, such employees shall be required to work as classroom teachers in the District for a minimum of two (2) years, if offered a District teaching position. Any participating employee who has completed their teaching credential but fails, upon request of the District, to fulfill his or her two (2) year teaching commitment will be required to repay to the Educational Trust Fund the amount of financial assistance which was contributed to the employee. The required amount shall be deducted from the employee's final pay warrant. In the event that the employee's financial obligation exceeds the amount of his or her last pay warrant, then the employee shall be liable for any remaining amount and be required to repay all amounts due in accordance with procedures established by the District. The requirement shall be waived in the event of the employee's death or a physical or mental disability which precludes the employee from returning to District employment.

## Article XIX - Career Ladder Implementation

4.6 Any employee who terminates employment with the District within six (6) months of receiving financial aid from the Educational Trust Fund shall refund the amount received to the District, or the amount shall be deducted from the employee's final pay warrant. In the event the employee's financial obligation exceeds the amount of the employee's last pay warrant, then the employee shall be liable for any amount remaining, and be required to repay all amounts due and owing in accordance with procedures established by the District. 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.

5.0 This program shall be subject to continued District funding.

5.1 Applications for participation in the Career Ladder program shall, to the extent practicable, be made available each year at the Career Ladder forums and annual conference.

5.2 An employee may use available Personal Necessity Leave, as provided for in Article XII, Section 13.0, for the purpose of delivering Career Ladder documents to the appropriate District Office upon providing three (3) working days advance notice to his/her supervisor.

ARTICLE XXI

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, 2011, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after May 15, 2011.

