

TENTATIVE AGREEMENT

Between and Among

LOS ANGELES COUNTY OFFICE OF EDUCATION

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

April 30, 2021

Except as noted below, all other 2020-2021 reopener negotiations proposals are withdrawn without prejudice, and all collective bargaining language not otherwise modified will remain in full force and effect.

[Table of Contents](#)

ARTICLE VII LEAVES of ABSENCE, VACATIONS, and HOLIDAYS .....	1
ARTICLE IX COMPENSATION .....	3
ARTICLE XI SAFETY .....	5

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

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B.

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11. Catastrophic Leave Donation Program

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a. Definitions

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2) Eligible leave credit means ~~vacation and illness~~ and vacation leave accrued by the donating employee under authority of Education Code Sections 45191 and 45197.

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b. Procedures

1) Participating employees shall donate a minimum of eight (8) hours each fiscal year. Employees may initially join the bank upon hire or during the months of July or August. Participating employees shall be required to retain a minimum of ten (10) total days of 100% illness and/or vacation leave in their own banks, exclusive of the donated hours.

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h. Procedure to Process Donations

To permit the Catastrophic Leave Committee to process donations of leave credits, Payroll shall verify/confirm the donor's available leave credit and that the donor retains ten (10) total days of 100% illness and/or vacation leave credit. The committee shall be notified of the length of the workday for the unit member donating the leave credit.

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D. Holidays

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6. If LACOE designates Cesar Chavez Day as a paid holiday, SEIU unit members will receive this day as a paid holiday.

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E. Vacation

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4. Unit members who wish to take more than ~~one (1) day~~ eight (8) hours of vacation shall submit requests for utilization to their immediate administrator at least two (2) weeks ~~prior to~~ before the time such vacation is to start. The time limits of this provision may be waived upon mutual agreement of the unit member and immediate administrator.

Unit members who wish to take only ~~one (1) day~~ eight (8) hours or less of vacation may do so without prior approval. The purpose of granting the use of accrued vacation without prior approval is to encourage unit members to inform the Office of the need to use this privilege as soon as they know their need to be off work for whatever reason thus assuring the work goals of the unit are completed with the most minimum of disruptions. However, if the Office has a reasonable basis to believe that the unit member's absence from work due to this provision is chronic ~~in nature~~, the Office will ~~may~~ inform the unit member that his/her utilization of ~~one day~~ eight hours or less of vacation without prior approval is a matter of concern. If the unit member continues to utilize the ~~one day~~ eight hours or less vacation without prior approval, in the same manner, the Office may require such unit member to obtain prior approval ~~in order~~ to be paid for ~~one day~~ eight hours or less vacation for a period not to exceed one year.

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**ARTICLE IX  
COMPENSATION**

A. Salary

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1. ~~2018-2020~~2022 Salary Improvement

All active unit members at the time of ratification shall receive an on-schedule salary increment increase of three percent (3%) for ~~2018-2019~~ 2020-2021 school year effective and retroactive to July 1, 2018~~20~~, and Effective July 1, 2021, unit members shall receive an on-schedule salary increase of a three percent (3%) increment for the ~~2019-2020~~ 2021-2022 school year.

In the event that another bargaining unit receives an across-the-board general salary improvement for ~~2018-2020~~ 2020-2021 and/or 2021-2022 school years that is higher than these percentages, SEIU unit members shall receive the same comparable increase for the same period as reflected by the total dollar amounts in rows 1 and 2 of the AB 1200 document divided by the number of employees in a bargaining unit, and compared with the average salary of employees in that bargaining unit.

This shall close Article IX, Compensation, for 2021-2022 reopener negotiations for the purposes of negotiating general salary improvements.

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B. Insurance Fringe Benefits

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7. 2022 Health and Welfare Benefits

Unit members shall pay for any portion of the premium in excess of the Office's contribution, which shall be paid by tenths payroll deduction. LACOE agrees to maintain as a maximum the annual Office contribution to employee health and welfare benefits for SEIU effective January 1, 2022 to December 31, 2022, as follows:

Single – \$9,455 plus the dollar amount to align this cap equal to the weighted average of the overall increase for all premium costs for plans with unit members in this tier.

Two Party – \$18,000 plus dollar amount to align this cap equal to the weighted average increase for all premium costs for plans with unit members in this tier.

Family – \$23,000 plus dollar amount to raise align this cap equal to the weighted average increase for all premium costs for plans with unit members in this tier.

If the employee out of pocket cost for one or more plans increase by more than 10% or \$100 tenthly, the parties agree to meet and confer. The intent of the meet and confer meeting includes but not limited to determining out of pocket employee costs provided that the average Office contribution per employee does not exceed total maximum contribution set for that tier.

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## ARTICLE XI SAFETY

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

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

When a unit member has a special need for storage or preparation of medication (e.g. refrigeration, sharps disposal), he/she may request an interactive accommodation meeting.

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

Security will be assigned to each unsecured lobby open to the public with a receptionist present. Security will be able to leave the immediate lobby area so long as they can respond to the lobby as needed.

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

IN WITNESS WHEREOF, the Parties have executed and entered into a Reopener Agreement for July 1, 2020 – June 30, 2021. The Parties have executed and entered into the following tentative agreements as of April 28, 2021:

- Article VII Leaves of Absence, Vacations, and Holidays
- Article IX Compensation
- Article XI Safety

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: May 5, 2021

By:   
Nick Stephany (May 5, 2021 15:47 PDT)

Nick Stephany

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 99**

DATED: May 5, 2021

By:   
Richard L. Lowe (May 5, 2021 15:53 PDT)

Richard Lowe

(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 99**

DATED: May 5, 2021

By:   
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Michael Haberberger

(Print Name)