

TENTATIVE AGREEMENT

Between and Among

LOS ANGELES COUNTY OFFICE OF EDUCATION

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

On December 6, 2019

Includes all Tentative Agreements (TA's) to date. Except as noted below, all other proposals are withdrawn, and all collective bargaining language not otherwise modified to date will remain status quo.

Table of Contents

ARTICLE IV UNION RIGHTS .....	1
ARTICLE VI HOURS OF EMPLOYMENT.....	11
ARTICLE VII LEAVES OF ABSENCE, VACATIONS and HOLIDAYS.....	12
ARTICLE VIII PROCEDURES FOR EVALUATION OF PERFORMANCE .....	18
ARTICLE X TRANSFER PROCEDURES.....	24
ARTICLE XV DURATION AND RENEGOTIATION.....	27
ARTICLE XVI LAYOFF AND DISPLACEMENT PROCEDURES.....	28

## Tentative Agreement

Between the Los Angeles County Office of Education

And the Service Employees International Union, Local 99

November 14, 2019

### ARTICLE IV UNION RIGHTS

#### A. Access

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

#### B. Distribution and Posting of Material

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

1. No person shall distribute literature on Office property in a place or manner which interferes with unit members or employees who are performing their duties.

2. Literature may be distributed or left for pickup in staff rooms, break/lunch areas, unit member mail boxes, or in other appropriate site locations as designated by the site administrator.
3. The Division Director or the Office of Labor Relations shall be supplied with a complete copy of materials or literature that will be distributed or posted.
4. The Union shall have the right to post notices of Union concerns on bulletin boards regularly established for unit members as long as such notices are consistent with the content responsibility stated herein.
5. The Office shall designate a portion of regularly established bulletin boards for Union use.

#### C. Use of Internal Mail and E-Mail System

The Union shall be allowed to continue lawful use of the internal school mail system and E-mail system to distribute materials to the bargaining unit provided (a) the materials distributed are not solely for the purpose of Union business, and (b) the Superintendent or designee is provided a complete copy at the time the materials are deposited and/or posted in the office mail system. Specific letters, notes and other communications to individuals, or materials solely for the purpose of Union business, shall not be distributed by the internal mail system unless correct postage is affixed. The Office will allow the Union to utilize the e-mail system to communicate with members to the extent permitted by law. Union stewards shall be allowed access to the Office internal e-mail system, where available, consistent with Office standards and the Acceptable Use of Technology Board Policy 3950 for use of e-mail and all criteria that apply to the use of the Office internal school mail system.

1. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system. For purposes of application to this section, "solely for the purpose of Union business" shall be defined as including, but not limited to, (a) internal organizational business or elections, (b) political or ideological activities as defined by law, (c) certification and decertification elections, or organizing for recognition purposes, and (d) information concerning the amount of an agency fee.
2. The Office will provide delivery and pickup for lawful materials to the Union office at such times as pickup and delivery is made to Office facilities in close proximity to the Union office.

#### D. Content Responsibility

Any literature to be distributed or posted must be dated and must signify the person and the Union responsible for its promulgation. The Union assumes full legal responsibility for the

content of its literature and agrees to indemnify and hold the Office harmless against any claims and costs arising out of the promulgation and distribution of such literature.

E. Unit Member Lists

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

F. Addressing the Board of Education Agenda and Minutes

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

G. Organizational Security

1. Employee Rights

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

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

2. Payroll Dues Deduction

Salary warrants to unit members covered by this Agreement shall be reduced by the amount which has been voluntarily authorized in writing by the unit member for the purpose of paying monthly membership dues of the unit member of the Union and its affiliates. Such written dues authorization shall be revoked upon written notice to that effect from the unit member, and such revocation shall be effective commencing with the next monthly pay period. The Office shall, on a monthly basis, draw its order upon funds of the Office in favor of the Union for

the amount equal to the total of dues deductions made during that month and shall furnish a list of unit members affected, together with the amount deducted from each unit member's salary warrant.

The Office shall rely on information provided by the Union regarding whether deductions are authorized, canceled, or changed. The Union shall inform the Office within five (5) days when a new employee chooses to become a member of the Union and authorizes a payroll deduction for payment of unified Union dues, initiation fees and general assessments. Likewise, the Union shall inform the Office within five (5) days when a Union member cancels or modifies previously authorized payroll deductions.

3. ~~Agency Fee (Fair Share)~~

~~The agency fee provisions are listed as follows:~~

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

~~(2) — the Union is complying with current Public Employment Relations Board requirements.~~

~~c. — The written certification in 3.b., of this Article, shall be a condition precedent to any collection of the service fee by the Office.~~

~~d. — The Office and Union agree to furnish any information needed by the other to fulfill the provisions of this Article.~~

~~4. — Dispute Over Amount of Service Fee~~

~~Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.~~

~~5. — Annual Verification of Service Fee by Union~~

~~The Union will file in a timely manner with the Office a copy of the written notice required by the regulations of the Public Employment Relations Board.~~

~~6. — Unit Members Exempted from Obligation to Pay Service Fee~~

~~a. — Any unit member shall be exempt from the requirements of a service fee as a condition of employment if such unit member is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.~~

~~b. — Such exempt member shall, as an alternative to payment of a service fee to the Union, pay an amount equivalent to the representation fee to one of the following non religious, non labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

~~Special Education Division  
Tribute Fund;  
American Cancer Society;  
American Heart Fund;  
United Way;  
Dollars for Scholars; or  
Stewart and Lynda Resnick Fund~~

~~e. — Proof of payment may be required in the form of receipt and/or cancelled check indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in kind services or benefits may be received by the unit member in exchange~~

for this cash contribution. The Union shall have the right of inspection in order to review said proof of payment.

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

### 3 7. Office Obligations

The Office's obligations under this Article is to are:

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

### 8. ~~Hold Harmless Provisions~~

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

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

#### H. Personnel File Review

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

#### G. Stewards

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

The authority and limitations therein of a steward shall include:

1. Stewards may utilize Union Leave, pursuant to Article VII, Section B.10 of this Agreement, to perform the following duties. Prior approval will be necessary



except for meetings with management scheduled by the Office of Labor Relations. Such approval will be granted under reasonable circumstances.

- a. Investigation of grievances, including matters that may become grievances.
  - b. Transmission of Union written communication and messages to unit members.
  - c. Attendance by Union steward or designee unless attendance by more than one steward is requested by the Union at regularly scheduled Board meetings and Personnel Commission meetings.
  - d. Upon authorization of the unit member, to inspect the unit member's personnel file.
  - e. Other lawful Union business pertaining to LACOE business.
2. Reasonable release time will be provided as indicated below:
- a. One (1) steward to represent unit member at actual grievance meeting (Level I and Level II) and Arbitration hearings, pursuant to Article V of this Agreement.
  - b. The appropriate number of stewards as determined by the Union and the Office of Labor Relations required to adequately negotiate matters within the scope of representation that may arise during the life of this Agreement, other than reopener negotiations as provided for in this Agreement.
  - c. Seven (7) stewards, which may include two alternatives, to negotiate a successor Agreement.
  - d. The committees listed below, or those established for the purpose of taking action on issues within the scope of bargaining as determined by the Educational Employment Relations Act (EERA), shall have two (2) SEIU appointed representatives: Two unit members, appointed by the Union, to attend meetings of the Office Safety Committee, Budget Committee, Local Control Accountability Plan (LCAP) Committee, and Central Shared Decision Making Council.
  - e. Three unit members, including the Chief Steward, appointed by the Union, to attend meetings of the Los Angeles County Office of Education Joint Benefits Committee.

I. Newly Hired Employees

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

J. Staff Orientation

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

1. The Union will be given the opportunity to meet new classified bargaining unit employees during the new employee orientation meetings conducted by the Office.
2. The office will provide ten (10) working days' notice of the orientation unless there is an urgent need to schedule an orientation in less than 10 days.
3. The Office will strive to schedule the new classified employee orientations on regularly scheduled dates and times during the week to facilitate the Union's opportunity to meet new employees.
4. The Union agrees to meet the new employees in the middle of the orientation. Up to twenty (20) minutes will be allocated to the Union for this purpose.
5. Employees will be advised that the Union orientation is a necessary part of the overall orientation.
6. The Union agrees to provide the Office with a list of the materials to be provided to the new employee. The Union agrees to use this opportunity for the purpose of discussing the classified member's employment status, rights, benefits, duties, and responsibilities as a member of Local 99.
7. Within thirty (30) days of hiring, the Office agrees to provide the Union with the new employee's name, job title, department, work location and address, home address, and personal email address if used for employment purposes. The Office will continue to provide comprehensive monthly reports to the Union with information regarding all of its members.
8. In the event that format modifications by the Office are made to the current orientation process, the Parties to this Agreement will negotiate Union access under the modified process pursuant to the California Government Code.

K. Shared Decision Making

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

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

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

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

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

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

Date: Nov 14, 2019

By: \_\_\_\_\_

Richard L. Lowe

(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

Date: Nov 14, 2019

By: \_\_\_\_\_

NICK STEPHANY

(Print Name)

Proposal to SEIU from LACOE

December 6, 2019

Time: \_\_\_\_\_

ARTICLE VI  
HOURS OF EMPLOYMENT

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

The scheduling of hours and workdays shall be at sole discretion of the Office, subject only to the limitations of this Article. A unit member may request and be granted by the immediate supervisor a regular earlier or later reporting time. Unit members will normally be assigned on regularly scheduled workdays and hours. Whenever possible, if any change in a unit member's regularly established workdays or shift change is to occur, the unit member shall be so notified in writing, at least five (5) workdays in advance. Existing unit members within the appropriate classifications who request a shift change when vacancies occur shall be given first priority in accordance with the criteria in Article X, Section E B.3.

...

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

Date: 12/6/19

By: 

Richard L. Lowe

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: 12/6/19

By: 

Nick Stearns

(Print Name)

Tentative Agreement

Between the Los Angeles County Office of Education  
And the Service Employees International Union, Local 99

December 6, 2019

ARTICLE VII  
LEAVES OF ABSENCE, VACATIONS and HOLIDAYS

E. Vacation

...

9. Probationary unit members shall be permitted to use, but shall not have vested interest in accrued vacation leave until completion of six (6) months of employment.

...

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

Date: 12/6/19

By: 

Richard L. Lowe

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: 12/10/19

By: 

Nick Stephany

(Print Name)

Tentative Agreement

Between the Los Angeles County Office of Education

And the Service Employees International Union, Local 99

November 22, 2019

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

...  
**11. Catastrophic Leave ~~Donation Program Bank~~**

**a. Philosophy**

~~When a unit member becomes critically or terminally ill, co-workers seek ways to help the ill employee.~~ The Office and the Union believe that adoption of a Catastrophic Leave Donation Program as authorized by Education Code Section 44043.5 may provide a significant benefit to unit members who experience hardship from a catastrophic illness or injury.

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

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

**a-e. Definitions**

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

1) Catastrophic illness or injury means an illness or injury that is expected to incapacitate the ~~unit member~~ employee for an extended period of time, or that ~~incapacitates a member of the unit member~~ employee's immediate family. The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for ~~themselves or that~~ family member. Such time off may create a financial hardship for the ~~unit member~~ employee because he/she has exhausted all eligible leave credits.

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

3) Eligible employee means any employee covered by this agreement who has:  
a) Has exhausted all accrued leave,

~~b) Is experiencing a catastrophic illness or injury or who has a member of his/her immediate family experiencing a catastrophic illness or injury, and contributed to the Catastrophic Leave Bank during the current fiscal year, and~~

~~c) Is unable to return to duty due to the catastrophic illness or injury, been verified to receive leave credits from the bank by the Catastrophic Leave Committee pursuant to subsection c, Verification of Eligibility for Donated Leave Credit, below.~~

4) Immediate Family member means spouse, domestic partner, or a child, or parent when the unit member employee has the responsibility to care for them. The Catastrophic Leave Committee may consider requests for leave to care for other family members as defined in Article II.E upon receipt of such request.

5) Catastrophic Leave Committee means a committee comprised of three (3) representatives appointed by the Union whose purpose shall be to make decisions concerning requests for donation of accrued paid leave credits. The Superintendent's designee(s) will participate in this committee as explained in number 6 below.

6) Superintendent's designee(s) shall be resource person(s) appointed by the Superintendent to assist the Catastrophic Leave Committee in carrying out its role. The Superintendent's designee(s) shall assist in auditing and monitoring audits and reports, and provide documentation to the Catastrophic Leave Committee, but shall not participate in decisions concerning actions on requests for donation of accrued paid leave credits.

~~7) Superintendent means the County Superintendent of Schools.~~

~~8) Workday shall mean the number of duty hours provided on a weekday assignment during the duty calendar year for both unit members donating and requesting leave credits.~~

~~9) Contribution rate shall mean the number of days of accrued paid leave donated by a unit member. The minimum contribution rate shall be one workday for the donating unit member. Unit members electing to contribute accrued illness leave shall be required to retain a minimum of ten (10) days of illness leave in their own bank.~~

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

~~d. Eligibility for Receipt of Donated Leave Credit.~~

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

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

~~Catastrophic Leave may not be used for:~~

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

b e. Procedures for Implementation of Catastrophic Leave

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

- 1) 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) days of illness leave in their own banks, exclusive of the donated hours.
- 2) Participation shall continue each year until withdrawn by the employee's written request, which must be done during the months of May or June.
- 3) Employees may make additional one-time donations of eight (8) hours or more when necessitated by the lack of available Catastrophic Leave Bank hours.
- 4) An employee shall become eligible to receive hours from the bank when



- a) He or she suffers a catastrophic illness or injury, and the Office's provision of one hundred (100) days of sick leave at half pay begins;  
or
- b) A family member has suffered a catastrophic illness or injury, and the employee has exhausted all accrued fully paid sick leave and vacation.

5) The bank may provide:

- a) Up to one hundred (100) days of half-pay sick leave when the employee submits a request based on his or her own catastrophic illness or injury. These credits which will coincide with and supplement the Office's provision of one hundred (100) days of half-pay sick leave per fiscal year, less any days of fully paid sick leave or vacation utilized during the fiscal year; or
- b) Up to In addition, the bank may provide up to an additional twenty (20) days of full-pay sick leave when the employee submits a request based on the catastrophic illness or injury of a family member.

1) ~~Requirements for eligibility and limitations~~

2) ~~Procedures for requesting the Catastrophic Leave donation~~

3) ~~Procedures for donating leave credits~~

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

c-f. Verification of Eligibility for Donated Leave Credit

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

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

d-g. Notification to ~~Unit Members~~ employees of the Need for Donated Leave

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

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

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

h. Procedure to Process Donations

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

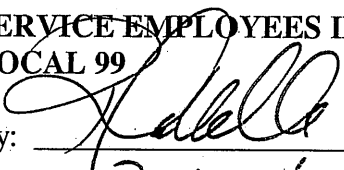
i. Role of the Catastrophic Leave Program Committee

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

...


Date: 11/22/19

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

By:   
Richard L. Lowe  
(Print Name)

Date: 11/22/19

LOS ANGELES COUNTY OFFICE OF EDUCATION

By:   
NICK STEPHANY  
(Print Name)

## Tentative Agreement

Between the Los Angeles County Office of Education  
And the Service Employees International Union, Local 99

November 14, 2019

### ARTICLE VIII PROCEDURES FOR EVALUATION OF PERFORMANCE

#### A. Definition and Purpose

##### 1. Performance Evaluation

{A performance evaluation is a ~~written~~ document that reflects, on a regular or special basis, ~~the varying degrees of success the unit member has achieved and/or the areas where performance improvement is required~~ whether the unit member has met or not met specified competencies and goals.}

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

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

##### 2. Performance Improvement Plan

{Unit members determined to be in need of improving any areas of performance will be provided with a Performance Improvement Plan (PIP), or documentation following the progressive discipline model.}

The purpose of a performance improvement plan (PIP) is to serve as a means of improving a unit member's performance and/or behavior to achieve acceptable standards of competence or higher. The evaluator, with input from the affected unit member, shall develop an improvement plan that is fair, measureable, and

which outlines work efforts through established timeline, which evaluate progress. A PIP is a model designed to facilitate constructive discussion between supervisors and unit members.

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

B. Process

1. Performance Evaluation

- a. Every permanent unit member shall receive a formal, final written evaluation on ~~an the Office form~~ evaluation tool completed between March 1 and May 15 of each year.
- b. Every probationary unit member shall be evaluated twice during the probationary period. The first (1st) evaluation shall be completed on or before the end of the third (3rd) month of service. The second (2nd) evaluation shall be completed on or before the end of the fifth (5th) month of service.
- c. A unit member may receive a special evaluation at any other time during the year, such as during or upon completion of temporary assignments, when a unit member or an evaluator exits an assignment, exemplary performance, or less than satisfactory performance. All special evaluations shall be subject to prior authorization by the division director or designee, shall be clearly noted as a special evaluation, and shall be subject to all other provisions of this Article.
- d. ~~Written e~~ Evaluations for permanent and probationary unit members shall be ~~on~~ completed utilizing the Office form ~~evaluation tool~~. The Union shall have the right to consult with the Office concerning any revisions the Office intends to make to the evaluation ~~form~~ tool.
- e. ~~At the time he/she provides the unit member with the written evaluation, the immediate administrator shall schedule a conference with the unit member to discuss the evaluation.~~

Permanent employee evaluation procedures shall consist of a series of three (3) meetings between the unit member and the evaluator. Each meeting will allow both the unit member and evaluator to discuss performance and progress towards goals to date, and to make formal comments recorded on the evaluation tool. The timing and purpose of these three meetings is as follows:

- 1) The initial meeting between the unit member and evaluator shall be held between July 1 and August 15 each year. During

this meeting, relevant competencies and goals are established for evaluation purposes and recorded in the evaluation tool.

- 2) The mid-year evaluation meeting shall be held between November 1 and December 15 each year. During this meeting, unit member progress towards competencies and goals will be discussed and recorded on the evaluation tool.
- 3) The final evaluation meeting shall be held between March 1 and May 15. During this meeting, a final determination of whether unit members have met or not met competencies and goals will be made and communicated to the unit member, and recorded on the evaluation tool. If an evaluator is unable to meet with the unit member due to the unit member's absence during this period, the evaluator shall complete the final evaluation and meet with the unit member upon his or her return to work.

If a unit member is in a limited term, out of class, or provisional assignment during the evaluative period, it shall be noted on the final evaluation.

If a unit member transfers into a new assignment, or passes probation between August 16 and December 31, the evaluator shall hold an initial meeting with the unit member prior to December 31, and a final evaluation meeting between March 1 and May 15.

- f. ~~The evaluator's signature shall be entered on the evaluation form. The unit member's signature should be entered on the evaluation form, but if the unit member elects not to sign, that fact shall be noted on all copies of the evaluation form prior to filing. The unit member's signature does not necessarily indicate agreement, but indicates that the unit member has read the evaluation. Reasonable release time from duty hours shall be provided to the unit member to review evaluations.~~
- g. ~~The unit member has the right to attach a written rebuttal within ten (10) working days of the time the unit member has received the evaluation. Preparation of the written rebuttal shall be accomplished outside duty hours.~~

Following each meeting, the unit member and evaluator will acknowledge the meeting was held by e-signing in the evaluation tool. The unit member will then have ten (10) working days to respond to the evaluator's assessment by recording comments in the evaluation tool. Once the response is entered, the unit member will e-sign the evaluation. If the evaluation is not signed within ten (10) days, that portion of the evaluation is considered finalized.

## 2. Performance Improvement Plan

- a. ~~When an overall evaluation rating of "Improvement Needed" is given to a unit member on a regular performance evaluation, a PIP may be issued in concurrence within thirty (30) calendar days of the evaluation conference to clarify expectations, and improve performance and/or behavior for a specific period of time.~~
- b. ~~If a PIP is not issued in concurrence with an evaluation, then~~
- a. ~~Notice must be presented to the unit member before a PIP may be issued. Such notice shall be within thirty (30) calendar days of the issuance of a PIP.~~
- be. A PIP may be issued any time during the annual evaluation period, and may be no less than thirty (30) calendar days but not more than ninety (90) calendar days in duration. All PIP's shall be subject to prior authorization by the division director or designee, shall be clearly noted as a PIP, and shall be subject to all other provisions of this Article.
- cd. A PIP must include measurable and attainable goals. A PIP may include but is not limited to the following:
  - i. A description of the areas for which improvement is needed;
  - ii. An improvement plan for the unit member to achieve satisfactory performance;
  - iii. Resources to support and assist in achieving satisfactory performance;
  - iv. The criteria, standards or objectives necessary to be met by the unit member to achieve satisfactory performance.
- de. Reasonable release time from duty hours shall be provided the unit member to review a PIP. The content of individual unit members' PIPs shall not be subject to the grievance procedure.

## 3. Evaluation Appeal

Upon submission of a written rebuttal ~~as provided in Section B.1.g,~~ the unit member may request an appeal to the division director or designee for an objective review. Both the division director or designee and unit member shall have the right to one (1) representative at the appeal conference. Upon completion of the review, the division director or designee shall make a final written determination in the matter within ten (10) working days. If the unit member is not satisfied with this final determination, s/he may submit written comments within ten (10) working days. Such comments shall be attached to the performance evaluation and included in the unit member's office personnel file.

The final content of individual unit members' performance evaluations shall not be subject to the grievance procedure.

C. Notice

Unit members shall be assigned one evaluator, and be informed in writing of the name of his/her evaluator within thirty (30) working days at the beginning of the fiscal/school year. Unit members shall be notified in writing within thirty (30) working days if their evaluator changes.

D. Methods of Assessment

Evaluations shall be based on standards and criteria appropriate for the classification and assignment of the unit member, along with standards established by the division and the Office.

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

1. Personal observations and knowledge, and/or
2. Review of work product, and/or
3. Appropriate, documented and/or pertinent input from the unit member's supervisor(s) and/or individuals who receive services from the unit member, where applicable, and/or
4. Other documented input related to the unit member's job performance.

E. Personnel File

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

3. Inclusion of Derogatory Materials in Personnel File.

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

- a. Reasonable released time from duty hours shall be provided the unit member to review the derogatory material;
- b. The unit member has the right to attach a written rebuttal within ten (10) working days of the time the unit member has received the derogatory material. If the material is identified as a reprimand, the unit member shall have five (5) additional days to attach a rebuttal. The actual preparation of the written rebuttal shall be accomplished outside of duty hours;
- c. If the derogatory information is received by the immediate administrator from a non-LACOE external third party, the unit member shall first be provided written or oral notice of the same.

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

Date: Nov. 14, 2019

By: \_\_\_\_\_

Richard L. Lowe

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: Nov 14, 2019

By: \_\_\_\_\_

Nick STEPHANY

(Print Name)



Proposal to SEIU from LACOE

December 6, 2019

Time: \_\_\_\_\_

ARTICLE X  
TRANSFER PROCEDURES

...

C. Administrative Transfer

1. Determination and Criteria

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4. Notice

Absent extenuating circumstances, unit members shall be provided a minimum of ten (10) working days' notice prior to the effective date of any administrative transfer.

...

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

Date: 12/6/19

By: 

Richard L. Lowe

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: 12/6/19

By: 

Nick STEPHANY

(Print Name)

Tentative Agreement

Between the Los Angeles County Office of Education  
And the Service Employees International Union, Local 99

November 14, 2019

**ARTICLE X  
TRANSFER PROCEDURES**

...

**B. Voluntary Transfers**

...

**2. Procedures for Voluntary Transfer**

- a. When a new position is created or an existing position becomes vacant and does not have a pending re-employment list, the Personnel Commission shall provide the appropriate administrator with all pertinent transfer request information from the file, ~~prior to forwarding together with the~~ eligibility list for the classification of the position to be filled. Unit members being considered for transfer to a specific vacancy shall be notified.
- b. All unit vacancies will be listed on the Personnel Commission web site each Monday morning. Transfer requests to such positions must be received in the Personnel Commission no later than 4:00 p.m. on Thursday of the same week.
- c. The immediate administrator shall interview each unit member listed on the transfer list, unless the unit member has been interviewed twice by the same immediate administrator within the last twelve (12) months, along with applicants from the eligibility list(s).

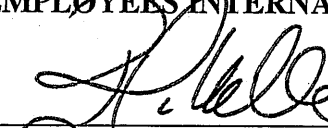
- d. ~~If the immediate administrator does not select a candidate from the transfer list, the Personnel Commission shall provide the administrator with the eligibility list. The immediate administrator may interview and select applicants from the eligibility list.~~

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**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

Date: Nov. 14, 2019

By: \_\_\_\_\_


  
Richard L. Lowe

(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

Date: Nov 14, 2019

By: \_\_\_\_\_

  
Nick Stearns

(Print Name)

Proposal to SEIU from LACOE

December 6, 2019

Time: \_\_\_\_\_

ARTICLE XV  
DURATION AND RENEGOTIATIONS

This agreement shall become effective upon the Superintendent's adoption and shall remain in full force and effect up to and including June 30, ~~2020~~ 2022, and thereafter shall continue in effect year by year unless one of the parties has been notified the other in writing of intention to reopen as specified in this Article no later than April 30 of each year of the agreement.

~~The parties agree to reopen negotiations on any Article of the agreement except Article IX Compensation, Sec. A.1. Salary for 2019-2020.~~

Neither party shall be obligated to meet and negotiate on any Article that has not been reopened unless it meets the provisions described in Article XIV Effect of the Agreement.

The parties agree to reopen negotiations for 2020-2021 on Article IX Compensation, two (2) other Articles at the choice of the Union, and two (2) other Articles at the choice of the Office. Additional Articles may be reopened during the term of this Agreement by mutual agreement in writing by both parties to this Agreement.

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99

Date: 12/6/19

By: \_\_\_\_\_

Richard L. Lowe

(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

Date: 12/6/19

By: \_\_\_\_\_

Nick STEPHAN

(Print Name)

Proposal to SEIU from LACOE

December 6, 2019

Time: \_\_\_\_\_

**ARTICLE XVI - ~~SENIORITY FOR LAYOFF AND DISPLACEMENT~~  
PROCEDURES ~~PURPOSES~~**

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


**B. Displacement Procedures for the Purposes of Layoffs**

1. For purposes of unit member displacement in a layoff process, the Office will act in accordance with Personnel Commission Rules 4245.8 or its successor

...

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**


Date: 12/6/19

By:   
Richard L. Lowe

(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

Date: 12/6/19

By:   
Nick Steinhorn

(Print Name)