

TENTATIVE AGREEMENT

Between

LOS ANGELES COUNTY OFFICE OF EDUCATION

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

May 7, 2024

ARTICLE VII - LEAVES OF ABSENCE, VACATIONS and HOLIDAYS

A. General Provisions

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

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

B. Compensated Leaves of Absence

2. Illness, Accident, or Quarantine Leave

d. Illness Verification

1) The Office will not normally require a designation of the nature of the illness. However, **if the unit member is absent for ~~(35) three four (4) five (5) consecutive days~~ or** at any time the Office has a reasonable basis to believe the unit member has abused the leave or has taken leave for improper purposes, then the Office **may shall** require a verification of the illness. Except for good cause, physicians' statements submitted by a unit member as verification of illness leave will be accepted if the general nature of the illness or injury is identified and the duration of necessary absence from work is specified.

2) If the Office has a reasonable basis to believe that the unit member's absence from work is chronic in nature, and the unit member has been informed in writing that attendance is a matter of concern, the Office may require verification of the unit member's medical condition, which may include a written statement from the unit member's physician for subsequent absences. This verification may also include a medical examination by the Office-appointed physician at the expense of the Office. For

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

e. Light Duty

~~1) The Office will attempt to provide a suitable work assignment for a unit member who, due to temporary disability, is not able to perform all of his/her regular duties. Such assignment, termed "light duty," will be made by the Office if the following conditions are met:~~

~~a) The Office has suitable work available that the unit member is able to perform without concern for further disablement;~~

~~b) The Office is provided with a full and complete release from a physician as to the unit member's ability to perform the light duty assignment; and~~

~~c) The supervisor may consult with Human Resource Services and the unit member for placement in a vacant position in the unit member's classification that constitutes a reasonable effort to modify duties to meet the stated restrictions. The unit member shall be expected to perform the modified duties of the job.~~

2) Initially, a light duty assignment will be for no more than ninety (90) calendar days, but may be extended for an additional ninety (90) calendar days.

3) Light duty assignments are temporary and do not affect the classification or salary of the unit member. Whenever possible, light duty assignments will be made from within the unit member's work unit. And, whenever possible, the duties assigned will be within the unit member's classification.

The Office will attempt to provide a suitable work assignment for a unit member who, due to temporary disability, is not able to perform all of his/her regular duties. Such assignment, termed "light duty," will be made by the Office if the following conditions are met:

a) The Office has suitable work available that the unit member is able to perform without concern for further disablement;

b) The Office is provided with a full and complete release from a physician as to the unit member's ability to perform the light duty assignment; and

c) The supervisor may consult with Human Resource Services and the unit member for placement in a vacant position in the unit member's classification that constitutes a reasonable effort to modify duties to meet

the stated restrictions. The unit member shall be expected to perform the modified duties of the job.

4) In lieu of being on leave for an injury which qualifies for industrial accident leave, workers' compensation leave, or disability leave, the Office may assign a unit member to partial or light duties pursuant to Section B.2.e.1) of this Article. If the employee's physician does not provide a full release for light duty, the Office may require a medical examination by a physician selected by the Office at the Office's expense. 27 In such instances, workers' compensation may apply for any recurrence of the injury caused by the placement on light duty.

5) If a unit member who is on temporary disability becomes a qualified individual with a permanent disability, the Office shall make every attempt to comply with Americans with Disabilities Act pursuant to the provisions of Board Policy.

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

E. Vacation

4. Unit members who wish to take more than eight (8) hours of vacation shall submit requests for utilization to their immediate administrator at least two (2) weeks 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 ~~may who wish to~~ take only eight (8) hours or less of vacation ~~may do so~~ without prior approval ~~once in any three (3) calendar month period up to eight (8) hours once every three months effective July 1st~~. 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 unit member utilizes the eight hours or less vacation without prior approval once per month in a three consecutive month period, if the Office will has have a reasonable basis to believe that the unit member's absence from work due to this provision is chronic. As such, the Office shall require the unit member to obtain prior approval to be paid for~~ will inform the unit member that his/her utilization of ~~eight hours or less of vacation~~ without prior approval is a matter of concern. ~~If the unit member continues to utilize the eight hours or less vacation without prior approval, in the same manner, the Office may require such unit member to obtain prior approval to be paid for eight hours or less vacation for a period not to exceed one year six months.~~

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


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

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

IN WITNESS WHEREOF, the Parties have executed and entered into a Reopener Agreement for 2023-2024. The Parties have executed and entered into a tentative agreement as of May 7, 2024:

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: 05/07/2024

By: 
Dr. Kanika D. White
Chief Human Resource Officer

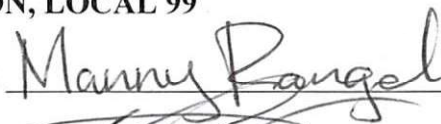
DATED: _____

By: _____

Chief Financial Officer

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

DATED: 5/7/24

By: 
Manny Rangel
Special Projects Director

DATED: _____

By: _____

Senior Lead Internal Supervisor

DATED: 5/7/24

By: Damita Carey-Smith
Damita Carey-Smith
SEIU Chief Steward

DATED: 5/7/24

By: Kelvin Brown
[Signature]

Member

DATED: 5/7/24

By: Maria Tamaro
[Signature]

Member

DATED: 5/7/24

By: CARLOS SANTOS
[Signature]

Member

DATED: 5/7/24

By: Steven Donini
[Signature]

Member

DATED: 5/7/24

By: Jeremy Vinluan
[Signature]

Member

DATED: 5/7/24

By: Lakay Page
[Signature]

Member

DATED: 5/7/24

By: Glenda Sharp
[Signature]

Member

DATED: 5/7/24

By: JOHN PARAGIO
[Signature]

Member

DATED: _____

By: _____

Member

DATED: _____

By: _____

Member