

2012-13 JOBS AND SERVICES RESTORATION AGREEMENT
LOS ANGELES UNIFIED SCHOOL DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 99 FOR UNIT C

24th This 2012-13 Jobs and Services Restoration Agreement ("this Agreement") is made and entered into this ___ day of May, 2012 by and between the Board of Education of the Los Angeles Unified School District ("the District") and Service Employees International Union Local 99 ("SEIU Local 99" or "Unit C").

1. **Purpose:** This Agreement is entered into (a) in response to the critical financial need to reduce costs and save jobs and related services; (b) to assist in the saving, restoration and stabilization of various District staffing levels and facilitate proper school planning for the 2012-13 school year; and (c) to direct the savings from all furloughs in both the 2011-12 and 2012-13 school years to be devoted exclusively to the restoration of jobs and services for the 2012-13 school year.

2. **2011-12 Furloughs:**
 - a. **Background:** The 2011-12 Agreement required that the cost savings from any 2011-12 furlough days must be used solely to support job restorations for 2011-12, and also that if the District received certain described types of additional or reduced funding the total number of furlough days would be adjusted accordingly. But in the meantime, the State budget forecast for 2012-13 has become so negative, and the resulting number of 2012-13 layoff notices so significant, that the parties have agreed that their highest mutual priority must be to save as many jobs for 2012-13 as reasonably possible. They have therefore agreed to the following furlough provisions.

 - b. **Re-Direct 2011-12 Furlough Savings to Save 2012-13 Jobs:** Rather than the furlough salary savings being applied to the 2011-12 budget as was required under the 2011-12 Agreement, it is agreed that the full amount represented by such 2011-12 furlough savings shall instead be carried forward into the 2012-13 beginning balance and dedicated exclusively to job restorations and reduction of layoffs or basis reductions for 2012-13, as provided in section 4 below.

 - c. **Definition of Furlough Day:** Furlough days, as the term is used throughout this Agreement, are days that would normally be a paid part of the assignment/paid year basis, but as furlough days will become unpaid days. Such furlough treatment shall reduce annual salary, but shall not affect the current regular salary schedules or step advancement. The 2008-09 salary schedules shall be retained and the daily rates and hourly rates shall not be reduced. (For the 2012-13 year, bus drivers shall utilize assigned time rather than Average Paid Time (APT) for the calculation of a furlough day).

3. **2012-13 Furlough Days:**
 - a. **Number and Nature of Days:** For 2012-13, there shall be ten furlough days scheduled, in addition to those previously required in 2011-12 per section 2 above.

 - b. **Furlough Day Scheduling:** The District will attempt to ensure furlough days will be taken at the rate of one day per month starting in July 2012 and concluding by the end of June 2013. However, Unit C employees shall not be scheduled for more than one day per month in the months of November or December. The District shall designate for each employee which day within the month is to be furloughed.

- c. **Reopener re November Elections:** In the event that the Governor's Initiative fails at the polls in November, or that other reductions are made to the district's base revenue limit, the resulting financial crisis that will affect the District, and the limited options available to re-balance the 2012-13 budget that late in the school year shall cause the parties to re-open their negotiations as to the number of additional furlough days to be required.

Also, in the event that the Governor's Initiative and/or any of the other school revenue measures, including the proposed local parcel tax, fails at the polls in November, and either the implementing statutes or initiative terms associated with defeat of the initiative authorize or effectively mandate additional furlough days, (either directly or indirectly, such as by curtailing the number of State-funded instructional days), as the method for balancing California school district budgets, the furlough days in section 3a above shall not be credited toward such State-initiated furloughs.

In any event, the parties shall meet immediately after the November 2012 election to review and negotiate revisions of this Agreement to reflect the nature and amount of the financial impacts of the election upon the District, including but not limited to the possibility of adjustments to the number of furlough days and other compensation-related terms.

4. **2012-13 General Fund Program and Position Restorations:**


As part of the above-described furlough program, the District will restore various selected 2012-13 position reductions and basis reductions previously adopted as part of the February 15, 2012 Budget Balance Plan to address the 2012-2013 General Fund Deficit. Such restorations will be determined by the District in its discretion.

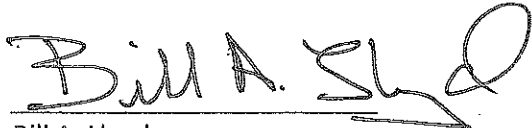
Such restorations, as with all positions that were not part of the February 15, 2012 Budget Balance Plan, will remain subject to reduction based upon (a) those caused by a school's change of instructional calendar from year-round to traditional; (b) normed or enrollment-driven reductions pursuant to the restored norm/enrollment tables; (c) those determined by categorical program/funding changes; (d) those driven by school reorganizations, consolidations or closures; and (e) school program or service delivery changes or reorganizations.

5. **Condition Precedent:** Various of the job restorations arise within programs that are dependent upon a coordinated job-saving effort among various bargaining units and thus are financially and operationally dependent upon job restorations funded by furloughs or other cost-saving measures being contributed by such other bargaining units. In the event that such support does not materialize in a timely manner, the District may cancel the program restoration in question, but in such event shall meet and discuss the situation and options with Unit C, and if the cancellation goes forward the parties will agree upon an alternative restoration so that the overall purposes of this Agreement are not lost.
6. **Parity:** If, for the 2012-13 contract year, the District enters into a furlough agreement with any other bargaining unit which provides for furlough-related language and terms that are more favorable to employees than this Agreement, including but not limited to the provisions of section 3 c above, Unit C may reopen this Agreement for purposes of negotiating parity matters. For this purpose, the total number of furlough days in the Unit C Agreement and any other Agreement shall be regarded as the same whether the furlough involves what would otherwise be a working day or what would otherwise be a paid, non-working day.

The above is subject to ratification by the SEIU Local 99 Unit C membership and to final adoption by the District Board of Education.

Dated: May 24, 2012

By: 
Dr. John Bowes
Assistant Chief Human Resources Officer
Office of Staff Relations

By: 
Bill A. Lloyd
Executive Director
Service Employees International Union Local 99

Adopted and approved by the Board of Education on _____, 2012.

By: _____
Monica Garcia,
Board President