

**2014-2017 TENTATIVE AGREEMENT
BETWEEN
LOS ANGELES COMMUNITY COLLEGE DISTRICT AND
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL (rev 11-17-14)**

ARTICLE	CHANGES
Cover	Change term as follows: July 1, 2011 – June 30, 2014 July 1, 2014 – June 30, 2017
Article 2 Agreement	<u>Paragraph C</u> : Change expiration date as follows: June 30, 2014 2017
Article 8 Council Rights	<u>Paragraph G</u> : Change first sentence as follows to limit copying expense: Subsequent to mutual consent on the format, fifty (50) copies of this Agreement shall be printed at shared expense and a copy distributed to each Unit member now employed provided to the Council for distribution to the Crafts unions. District shall also provide to the Council an electronic version of the Agreement.
Article 10 Hours and Overtime (Council #8)	<u>Paragraph A (“Workweek and Workday”)</u> : Reference new Memorandum of Understanding (MOU) No. 1 expressing mutual desire to negotiate rest periods between variable daily work assignments for stage classifications. Insert new MOU No. 1 (attached) in new Appendix H.
Article 10 Hours and Overtime (Council #1)	<u>Paragraph B (“Overtime”), subparagraph 1</u> : Reference new MOU No. 2 expressing mutual desire to permit compensatory time off quotas to be carried over past June 30 for use in July-August, subject to further consultation and programming of District’s payroll system to accommodate this change. Insert MOU No. 2 (attached) in new Appendix H.
Article 13 Leaves and Absences (Council #4)	<u>Paragraph C (“Casual Absences”), subparagraph 1</u> : Add the following to prohibit automatic denials of casual absence requests (imported from 1521A contract): <u>It is not the intention of the District that casual absence be denied on a blanket basis by a unit supervisor.</u>
Article 16 Health and Welfare (Council #3)	Replace in its entirety with Master Benefits Agreement (MBA) for 2014-2017. Major changes from 2011-2014 MBA: <ul style="list-style-type: none"> • Renewal of health reimbursement arrangement (HRA) benefit for 2015 and 2016. • Increases in District contributions to premiums for part-time faculty.
Article 17 Wages and Salaries (Council #5)	<p><u>Paragraphs D (“For 2011-2012”), E (“For 2012-2013”) and F (“For 2013-2014”)</u>: Delete in their entirety and insert the following:</p> <p>D. For 2011-2012 2014-2017</p> <p><u>District and Council agree to a three-year salary agreement: 2014-2015, 2015-2016 and 2016-2017. Effective July 1 of each year (2014, 2015, and 2016), the augmentation of all elements of the Council’s salary schedule will be determined using the following three-part formula:</u></p> <p><u>Part I: The State-approved COLA applied to all of the elements of the Council salary schedule, plus</u></p> <p><u>Part II: A 2% salary increase, plus</u></p> <p><u>Part III: A proportionate share¹ of 30% of any new and ongoing computed State General Revenue² above the state funded base revenue and COLA as stated in the State Budget signed by the Governor as of July 1, 2014, 2015 and 2016.</u></p> <p>For 2014-2015, this formula would produce a salary increase of approximately 4%.</p> <p><u>District and Council agree that before the salary augmentation formula is implemented, a 10% reserve must be identified by June 30 of each year (2014, 2015 and 2016).</u></p>

<p>Article 17 Wages and Salaries (Council #5) (continued)</p>	<p><u>Appendix G describes the process the parties agree to use to determine the 10% reserve.</u></p> <p>¹<u>For the purpose of this Agreement, the phrase, “proportionate share” is defined as that portion of the unrestricted general fund total salaries applied to the Council’s salaries.</u></p> <p>²<u>Excludes all Restricted Funds, categorical funds and all other one-time funds.</u></p> <p>E. 2012-2013 <u>(empty)</u></p> <p>F. 2013-2014 <u>(empty)</u></p> <p>Paragraphs I,J,K,L,M,N: Increase all differential pay rates by approximately 3% to reflect rates as of <u>7-1-13</u>.</p>
<p>Article 19 Consultation for Job Specifications (Council #2)</p>	<p>Add the following as the second paragraph to clarify the process for adding certification or licensing requirements to position classifications:</p> <p><u>When revised or new certification or licensing requirements are proposed by the District, the District agrees to meet and confer with representatives from the appropriate crafts union and Council on the implementation timeline and details, costs associated with obtaining required training and/or certification/licensing fees, and possible additional compensation for the skill or service to be newly rendered to the District.</u></p>
<p>Article 21 Safety (District #1)</p>	<p>Add the following as new Paragraph E to require safety footwear for positions exposed to slip and drop hazards and establish a cost-reimbursement process:</p> <p><u>Employees who are exposed to foot-injury or slip hazards in the course of their work shall wear safety shoes or boots at all times on the job. District shall reimburse each such employee, up to \$100 once per year, for the cost of such footwear, provided the employee submits a receipt for the purchase of the footwear within sixty (60) days of the purchase. A safety shoe is defined as any closed-toe, non-slip shoe or boot designated as safety footwear by its manufacturer.</u></p>
<p>Article 24 Layoff and Furlough (Council #6)</p>	<p>Paragraph A (“Effects of Layoff”), subparagraph 4: Change as follows to increase the severance pay benefit:</p> <p><u>Severance Pay. Every employee laid off and not reemployed by the District in a regular capacity shall receive a severance grant equal to fifty dollars (\$50) per total years of regular service with the District one week’s pay per year of service, up to 10 weeks’ pay.</u></p>
<p>Memorandum of Understanding (Apprenticeship Program) (Council #7)</p>	<p>Replace in its entirety with updated MOU (attached) and reference as MOU No. 3 in new Appendix H.</p>
<p>Appendix D Salary Rates as of July 1, 2011</p>	<p>Title: Change date as follows: July 1, 2011 <u>2014</u></p> <p>Increase all pay rates by approximately 3% to reflect rates as of <u>7-1-13</u>.</p>
<p>Appendix G Wages and Salaries</p>	<p>Insert new Appendix G, as referenced in change to Article 17, describing process for determining salary augmentation.</p>
<p>Appendix H MOUs</p>	<p>Insert new Appendix H to collect all Memoranda of Understanding referenced above.</p>

Legend:

- Unhighlighted or underscored = Existing contract language or instructions
- Strikeout = Deleted language
- AND underscored** = Added language

APPENDIX G PROCESS FOR DETERMINING SALARY AUGMENTATION

A. Representatives from the District and the Council will meet on or about June 30th of each year (2014, 2015 and 2016) to agree on the projected dollar amount necessary to secure a 10% reserve. Based on the Governor's final budget, the total projected dollar amount necessary to secure a 10% reserve will be the result of the total projected revenue (2015, 2016, 2017) multiplied by 10%.

B. If the projected ending balance calculated is equal to or greater than the projected level of reserve, the three-part salary augmentation formula will be implemented without adjustment to the elements of the formula.

For each year of the agreement:

- 1. State funded COLA will be a pass-through for all elements on the Council's salary schedule. Elements on the union salary schedule will be adjusted retroactively effective July 1st to reflect this increase.**
- 2. The District will identify funds to allocate an additional 2% increase to all elements of the Council's salary schedule.**
- 3. The District will set aside the Council's proportionate share¹ of 30% of any new and ongoing computed State General Revenue² above the state funded base revenue and COLA. This amount will be applied to all elements of the Council's salary schedule. These increases will be adjusted retroactively effective July 1st to reflect this increase.**

C. If the projected ending balance in the current year is less than 10% of the projected revenue of the next year, the salary augmentation will be calculated based on the Council's proportionate share as follows:

1. If there is new and ongoing computed State General Revenue above the state funded base revenue and COLA, it will be used to bring the District reserve up to 10% of the projected total revenue (2014-15, 2015-16, 2016-17). Thirty percent (30%) of the remainder of the new and ongoing computed State General Revenue above the state funded base revenue will be distributed according to the formula in Article 17.

2. If there is no new and ongoing computed State General Revenue above the state funded base revenue and COLA, then monies from the District's 2% contribution will be used to bring the reserve up to 10% of the projected total revenue (2014-15, 2015-16, 2016-17). Any remaining monies from the District's 2% contribution will be distributed according to the formula in Article 17.

3. In the event that the 10% of total revenue is not attained in Steps C1 and C2 then COLA will be used to bring the general fund ending balance up to 10% of the projected total revenue (2014-15, 2015-16, 2016-17). Any monies remaining from state funded COLA will be distributed according to the formula in Article 17.

¹For the purpose of this Agreement, the phrase, "proportionate share" is defined as that portion of the unrestricted general fund total salaries applied to the Council's salaries.

²Excludes all Restricted Funds, categorical funds and all other one-time funds.

APPENDIX H MEMORANDA OF UNDERSTANDING (MOUs)

MOU No. 1

Rest Periods Between Variable Daily Work Assignments

As part of the 2014-2017 Agreement between the Los Angeles Community College District and the Los Angeles/Orange Counties Building and Construction Trades Council, the parties agree to meet to discuss implementing the following change to Article 10, paragraph A of the Agreement:

Any LACCD stage classification employee represented by the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO who is required to work a variable shift shall be allowed at least twelve (12) hours of rest between the completion of any one (1) day assignment (including any overtime hours) and the beginning of the next day's assignment. Any person receiving less than 12 hours rest will be compensated at the rate of time-and-one-half for each hour or fraction of an hour by which such 12-hour rest period is reduced. The payments will be made by compensated time off or cash to a maximum of eight (8) hours.

The parties agree to form a task force, composed of an equal number of members appointed by the District and the Council, to discuss the implementation of the change described in this MOU, with the goal of implementation by June 30, 2017.

Date

For the Council: _____

For the District: _____

Jim Adams, Business Representative

Francisco C. Rodriguez, Chancellor

APPENDIX H MEMORANDA OF UNDERSTANDING (MOUs)

MOU No. 2

Use of Compensatory Time Off

As part of the 2014-2017 Agreement between the Los Angeles Community College District and the Los Angeles/Orange Counties Building and Construction Trades Council, the parties agree to meet to discuss implementing the following change to Article 10, paragraph B of the Agreement:

Regarding the requirement that compensatory time off (CTO) be taken by the employee before the end of the fiscal year in which the overtime was worked, the District and the Council mutually desire to change this requirement as follows:

If an employee and his/her supervisor agree that the employee cannot fully exhaust his/her CTO balance by the end of the fiscal year, then they may agree to the following alternative procedure:

- 1. An employee's CTO balance not to exceed 240 hours may be carried forward beyond the fiscal year close of June 30, but not beyond the following August 31 or first day of fall semester, whichever date is earlier. Any balance carried forward must be used by that date or it will be paid to the employee in cash within the four subsequent payroll periods.**
- 2. All other provisions of Article 10, paragraph B, subparagraph 1, shall remain applicable to CTO balances carried forward past June 30.**

The District and the Council agree, during the term of this Agreement, to work in good faith towards implementing this alternative procedure, including, but not limited to, consulting the change through appropriate administrative, governance and bargaining channels and modifying the District's enterprise HR/payroll system to permit the carryover of CTO balances as described above. For that purpose, the parties agree to form a task force, composed of an equal number of members appointed by the District and the Council, to discuss the implementation of the change described in this MOU, with the goal of implementation by June 30, 2017.

Date

For the Council:

For the District:

Jim Adams, Business Representative

Francisco C. Rodriguez, Chancellor

APPENDIX H MEMORANDA OF UNDERSTANDING (MOUs)

MOU No. 3

**Formation of a Joint Labor/Management Task Force
To discuss Apprenticeship Programs for
Building and Construction Trades Employees of the LACCD**

As part of the ~~2011-2014~~ 2014-2017 ~~Tentative~~ Agreement between the Los Angeles Community College District and the Los Angeles/Orange Counties Building and Construction Trades Council, the parties agree to form a Joint Labor/Management Task Force for the purpose of exploring a **building and construction trades Joint Labor/Management** apprenticeship programs for ~~building and construction trades~~ employees of the District.

The task force will be convened by June ~~2012~~ 2015, with a goal of implementing an apprenticeship program by June ~~2014~~ 2017.

The task force shall be comprised of:

- Members appointed by the Council
- Members appointed by the District

The task force shall meet monthly or as needed to explore the parameters of apprenticeship programs, how they operate, how employees are enrolled, expected outcomes, **and** expected costs to the District and the Council.

The task force shall make a joint recommendation to the Board and the Chancellor.

Date

For the Council:

For the District:

Jim Adams, Business Representative

~~Daniel J. LaVista,~~ **Francisco C. Rodriguez**
Chancellor