

Tentative Agreement  
Between  
Elk Grove Unified School District  
And  
Elk Grove Education Association  
May 20, 2016

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to resolve negotiations for the 2016-2017 school year with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

2016-2017

1. a. Salary Schedule

Effective July 1, 2016, the 2015-2016 Certificated Salary Schedules, titled #10 and #9 (Adult Education), shall be increased by 2.5% percent.

b. Hourly Rate

Effective January 1, 2017, the hourly rate for supplemental voluntary services shall be increased from \$35.00 to \$40.00.

c. Substitute Rate

Effective July 1, 2016, the parties agree to increase the substitute rate for EGEA unit members from \$175 a day to \$200 a day. (\$100 a day for half day substitute work.) This section shall not apply to extended school year special education, summer school, and/or intersession substitutes.

2. Elementary Collaboration Time Pilot-2 Year Pilot Extension

The parties agree to Attachment B regarding an extension to the Early Out/Late Start Elementary Collaboration Time Pilot. Attachment A is incorporated by reference into this TA and shall expire on June 30, 2018.

3. Secondary Student Contacts

The parties agree that they have a common interest in secondary class sizes/student contacts, and agree to continue to discuss and review secondary contact data during the 2016-2017 school year. The parties will continue to meet and discuss the allocation and impact of non-instructional FTE.

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4. School Nurse

The parties agree that for the 2016-2017 school year, the District will add a 1.0 FTE School Nurse to provide special education growth support.

#### 5. School Nurses Travel

Beginning July 1, 2016 and at the beginning of each school year, the parties agree that School Nurses shall have the option to receive either (1) a per mile reimbursement for travel consistent with the Internal Revenue Code (I.R.C.) mileage reimbursement rate; or (2) in lieu of the I.R.C. mileage reimbursement rate, an one hundred dollar a month travel expense stipend.

School Nurses will continue to receive the one hundred dollar a month travel expense stipend, unless the School Nurse completes an opt-out form to elect to receive the IRC mileage reimbursement rate by submitting monthly mileage reimbursement forms. Any changes to the above School Nurse travel option shall be submitted in writing to the District by July 1<sup>st</sup> of each school year thereafter.

#### 6. School Counselor (Roving)

The parties agree that for the 2016-2017 school year, the District shall add a 1.0 FTE School Counselor to provide additional student guidance and support services at various school sites throughout the District on an as-needed basis. This School Counselor's primary duties include substitute coverage for school counselors, who have been absent for five days or more, when the School Counselor has capacity to provide such substitute coverage. This Counselor also may provide support to the District head counselor.

#### 7. Counselor Substitutes

The parties agree to continue to meet to discuss strategies for establishing a counselor substitute pool for counselors who are utilizing five days or more of leave.

#### 8. Adult Education

The parties agree to establish a committee during the 2016-2017 school year to identify the parties' interests and options related to the Adult Education program and to develop recommendations for the bargaining teams to consider for future negotiations.

#### 9. Special Education

The parties agree to establish a committee during the 2016-2017 school year to identify the parties' interests and options related to the special education program and to develop recommendations for the bargaining teams to consider for future negotiations.

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#### 10. Elementary Stipends

The parties agree that the District shall provide each elementary school in the District with \$6,000 for elementary stipends. A stipend committee will develop the criteria and parameters for elementary stipends to be allocated.

11. Contract Updates

The parties agree to revise Section 19.901 and replace Section 19.902 to update the Special Stipend Rules as follows:

**Special Stipend Rules**

- 19.901 Special assignment stipend in the amount of \$500 shall be awarded to self-contained classroom teachers providing support and services to students identified as Moderate/Severe, Educable Mentally Retarded and Trainable Mentally Retarded pupils.
  
- 19.902 Each elementary school in the District shall receive \$6,000 for Elementary Stipends. Elementary stipends shall be allocated based upon the criteria and parameters developed by the Elementary Stipend Committee.
  
- ~~19.902 BILINGUAL STIPEND: The intent is to recognize teachers who have obtained the Language Development Certificate or the Bilingual Credential by paying them a stipend based on Class I or Class II of the Adjunct Duty Schedule. The stipend would be applicable only to classrooms designated as bilingual or ESL.~~

~~Class I Stipend for Language Development Certificate \$680-783~~

~~Class II Stipend for Bilingual Credential \$1088 — 1248~~

12. Stipends

Effective July 1, 2016, the parties agree to increase stipend amounts listed on EGEA Schedule 17 by 5%. The parties agree to establish a committee to discuss and review criteria and structure for stipends under Article 20, titled Additional Compensation, of the parties' collective bargaining agreement. The committee will make recommendations to the bargaining teams for negotiations for the 2017-2018 school year.

13. Article 18 Leaves

Effective July 1, 2016, the parties agree to revisions to Article 18 regarding Leaves. Attachment B is incorporated by reference into this TA.

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14. Health Benefits

Consistent with parties' collective bargaining agreement, the District is responsible for its share of the increased costs for health benefits. It is noted that for the 2016-2017 school year the cost to the District of its increased share was equivalent to .59% in compensation.

15. 2016 Experience Placement Side Letter

Pursuant to the 2016 Side Letter of Agreement regarding experience placement on the salary schedule, the 2016 Side Letter is incorporated by reference into the terms of this Tentative Agreement. (See Attachment C.)

16. Transfer Pilot Side Letter of Agreement

The parties agree to extend the Transfer Pilot Side Letter of Agreement and all terms in this Agreement by one year. This extended Transfer Pilot Side Letter of Agreement shall expire on August 30, 2017. The parties agree that the dates will change due to calendar logistics. The parties agree to meet and review the implementation of the 2016-2017 school year transfer process prior to the beginning of the 2017-2018 school year transfer process (See Attachment D.)


17. EGBERT

Effective beginning in the 2016-2017 school year, the District shall contribute an additional one hundred thousand dollars (\$100,000) each school year to the Elk Grove Benefits Employment Retirement Trust (EGBERT).

18. Article 28 Duration

The parties agree to extend the term of the collective bargaining agreement between the parties from July 1, 2016 to June 30, 2017. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For EGEA

  
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Maggie R. Edwards  
Lee Franklin  
Maura Jackson  
A. Cooper  
Scott Fisher

For EGUSD

Rich [unclear]  
\_\_\_\_\_  
B. Grewal  
Paul Jensen  
Janet Anderson  
Christina C. Perna  
Brad M. Cherry

Dated: 5/20/16

Dated: MAY 20, 2016

Attachment A

Pilot Agreement-Extension

Between

Elk Grove Unified School District

And

Elk Grove Education Association

**Late Start or Early Out Elementary Collaboration Time**

**Pilot EXTENSION: 7/1/2016 to 6/30/2018**

(May 20, 2016)

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and agree to extend this Pilot Agreement (Agreement) regarding Late Start or Early Out Elementary Collaboration Time for the 2016-2017 and 2017-2018 school years in accordance with the following terms and conditions:

1. The parties agree that Elementary collaboration time shall take place at each elementary school one day per week through the implementation of a Late Start or Early Out schedule as defined in this Agreement.
2. The parties agree that the purpose of Late Start or Early Out Elementary collaboration time is for teachers and certificated staff to plan, adapt, and evaluate curriculum and instructional strategies, and analyze data collaboratively with colleagues.
3. The parties agree that this Late Start or Early Out Collaboration Time shall be used for elementary grade level or cross grade level teams to meet in groups. Late Start or Early Out Collaboration Time is to be used for the purposes described in this section. This time is not to be supplanted with trainings, staff meetings, non-instructional items, or administrative assignments.

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4. The parties agree that all elementary teachers and certificated staff participating in Late Start or Early Out Elementary Collaboration Time, in collaboration with their administrator, will determine agendas, and the reporting out of tasks accomplished during elementary planning time.

## 5. Transitional Kindergarten and Kindergarten Collaboration Time

A. EGEA and EGUSD are committed to continuing to explore opportunities to provide collaboration time for Transitional Kindergarten (TK) and Kindergarten (K) teachers along with their grades 1-6 colleagues.

B. School site administrators will facilitate a process for deciding which of the following options best meets the needs of the school and team. If the TK/K teams are unable to reach consensus on an option, then the 2015-2016 school year practice shall apply.

C. Options:

(1) TK and K AM/PM teachers will collaborate with other teachers on their schedule one day a week for 40-50 minutes. This will be during the time that is historically considered TK and K partner time; or

(2) A one-half ( $\frac{1}{2}$ ) day substitute will be provided once a month during which both the AM and PM teachers will be able to collaborate together for the half day work day. An alternating rotation of AM/PM collaboration time will be determined by the TK and K teams; or

(3) For sites that have an approved TK/K collaboration time schedule during the 2015-2016 school year, such sites shall continue to have the option to continue their 2015-2016 TK/K collaboration schedule.

(4) The TK/K teams may choose not to select one of the above options, and as a result shall continue with the school site's TK/K 2015-2016 schedule.

## 6. Special Education Collaboration Time

The parties agree that Special Education teachers assigned to self-contained special education classes will determine, collaboratively with their administrator, the feasibility of participating in Late Start or Early Out Elementary collaboration planning time. Should a special education teacher assigned to a self-contained class not be able to participate, his/her schedule of instructional minutes will not exceed the number of instructional minutes taught during the 2014-2015 school year.

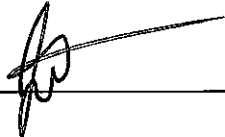
7. The parties agree that during elementary collaboration planning time, in order to provide student supervision at minimal additional cost to the District, each school site will use existing non-certificated staff to provide student supervision to the extent possible. The parties agree that if it is necessary to use certificated staff to provide student supervision during Early Out or Late Start Elementary collaboration planning time, the sites will develop an equitable rotation schedule, so that an individual teacher or grade level is not regularly excluded from elementary collaboration planning time.

8. The parties agree that this Agreement regarding Early Out or Late Start Elementary collaboration planning time is an extended pilot program for the 2016-2017 and 2017-2018 school years, and that this Agreement shall expire on June 30, 2018.

9. The parties agree that representatives from the District and EGEA will meet to evaluate the benefits and related impacts of Early Out or Late Start Elementary collaboration planning time, the Late Start or Early Out schedule; and to determine if any changes are necessary. This pilot evaluation will occur prior to the end of March 2018. At that time, recommendations will be made to the negotiations teams regarding the conditions for future implementation of elementary collaboration planning time.

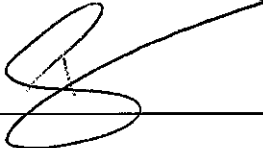
For EGEA

For EGUSD

  
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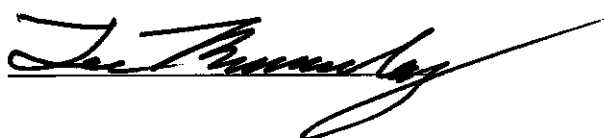
Richard  
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Maggie K. Ellis  
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Scott Smith  
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B. Guevarra  
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Max Jasser  
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Maria Jackson  
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Janet Anderson  
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A. Condon  
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Christina C. Reese  
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Diana McClary  
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Dated: 5/20/16  
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Dated: MAY 20, 2016  
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ATTACHMENT B

5/20/16

ARTICLE 18: LEAVES PROPOSAL  
FROM  
ELK GROVE UNIFIED SCHOOL DISTRICT  
TO  
ELK GROVE EDUCATION ASSOCIATION

1. The parties agree to include gender-neutral pronouns as appropriate during the contract clean up process.
2. AB 375 shall be implemented retroactively to January 1, 2016.

ARTICLE 18

Leaves

18.1 Definitions

- 18.101 Paid leave is a leave in which a unit member receives his/her full salary. Unit members on paid leave will receive, during his/her absence, the benefits included in Article ~~2221~~.
- 18.102 Partially paid leave is a leave in which a unit member receives part of his/her full salary. Unit members on partially paid leave will receive, during his/her absence, the benefits included in Article ~~2221~~.
- 18.103 Unpaid leave is a leave in which a unit member receives no salary. A unit member on unpaid leave may participate at his/her own expense in the benefits included in Article ~~2221~~.
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- 18.104 Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling;



~~mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother in law, father in law, son in law, daughter in law, brother in law, sister in law, foster child/parent, registered domestic partner,~~ or any relative living in the immediate household of the employee.

## **18.2 General Provisions**

- 18.201 Prior approval by the Board of Education or its designee is required for the following leaves: extended illness, imminence of death, long-term, child rearing, foreign educational employment, sabbatical, and legislative.
- 18.202 Prior approval is not required for the following leaves: sick leave, personal necessity leave, bereavement, jury and legal, industrial accident and illness, maternity, Association.
- 18.203 The district may require written verification and/or documentation by a unit member that the leave taken was for the purpose described in this article.
- 18.204 A unit member on leave of absence shall be entitled upon his/her return to a position for which he/she is properly credentialed and trained and every effort will be made to return the employee to a position of his/her choice.
- 18.205 A unit member's leave may be extended. A written request for such extension shall be made no later than eight (8) weeks preceding the expiration of the original leave.
- 18.206 No later than November 1 of each year, each unit member shall be provided with a written statement of his/her accumulated sick leave including entitlement for the current year.
- 18.207 The Parties agree that the deadlines in the collective bargaining agreement to submit requests for full or partial leaves specifically including personal leaves and extensions of personal leaves, shared contracts and extension of shared contracts, sabbaticals, and Foreign Educational Employment leaves shall be February 1st of each school year for the following school year. The parties agree that it is within the District's discretion to approve leaves that are submitted after February 1st. If February 1st falls on a non-work day, this deadline shall be on the workday preceding February 1st.
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## **18.3 Sick Leave**

- 18.301 Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury, or if they are victims of domestic

violence, sexual assault, or stalking at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.

- 18.302 Part-time unit members under contract shall be entitled to sick leave in the ratio that their service bears to full-time service.
- 18.303 Summer school, extended school year special education and intersession unit members, can earn non-accumulative sick leave at the rate of one (1) day per month. Sick leave earned shall apply only to teaching summer session and may not be used during the regular school year, nor shall sick leave earned during the regular year or through adult teaching be used during summer session teaching.
- 18.304 A unit member who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 18.305 While on paid or unpaid leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.
- 18.306 Partial days leaves including Sick Leave and Personal Necessity Leave shall be docked based on a half (0.5) hourly basis and not by half day/full day. Any Sick Leave docking shall be in increments of 30 minutes.

(Note: For example, if a certificated employee misses three (3) hours of the day, they will be docked three (3) hours of Sick Leave. If a certificated employee misses 3 hours 10 minutes, they will be docked 3.5 hours Sick Leave.

#### **18.4 Extended Illness Leave**

- 18.401 A partially paid leave shall be granted, after all earned sick leave days at full pay have been used and additional absence from his/her duties due to illness or accident is necessary for a period of five (5) school months or less, whether or not the absence rises out of or in the course of the employment of the unit member.
- 18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. A doctor's certification of the necessity of this leave may be required.
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#### **18.5 Personal Necessity Leave**

- 18.501 Up to ten (10) days of leave of absence for illness or injury may be used for personal necessity.
- 18.502 Advance permission shall not be required for any of the following purposes: (1) death or serious illness of a member of his or her immediate family. (2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family. (3) The birth, or adoption, or initiation of foster care of his/her child. (4) Death involving close friends or relatives other than immediate family. (5) Accident involving relatives other than members of the immediate family. (6) Illness involving relatives other than members of the immediate family. (7) Attendance at religious observances, weddings, or observances honoring a unit member or members of employees of the unit member's immediate family. (8) Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday. (9) Unexpected personal or family situation which require immediate attention. (10) Appearance in court as a litigant.
- 18.503 The days may not be taken to vacation, to extend holidays, nor to engage in concerted activities. The days are sick leave days and are not in addition to the current contribution of ten (10) days annually.
- 18.504 The district may require appropriate written verification and/or documentation that this leave was taken for the purposes described in this article.

## **18.6 Long Term Leave**

Unpaid long-term leaves for personal reasons, in excess of ten (10) days, may be granted. The deadline for a unit member to submit a request for a full or partial unpaid long-term leave for personal reasons or an extension to such leave shall be February 1st of each school year for the following school year.

## **18.7 Bereavement Leave**

Unit members shall be granted three (3) days paid leave of absence on account of death or any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance.

## **18.8 Imminence of Death Leave**

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- 18.801 A partially paid leave not to exceed fifteen (15) days may be granted for a doctor certified critical or terminal illness of a member of the immediate family.
- 18.802 The cost of a substitute will be deducted from the employee's salary warrant.

**18.9 Jury and Legal/Legislative Leave**

- 18.901 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.
- 18.902 A unit member shall be entitled to as many days paid leave as are necessary for appearance in any job-related legal proceeding.
- 18.903 A unit member elected to a public office may be granted an unpaid leave of absence for his/her term or terms of office.
- 18.904 A unit member who postpones jury duty during contractual work days, to serve on non-contract work days, shall receive the tier one substitute rate per day of jury service on non-contract work days. Official verification of jury duty and a copy of the original jury summons verifying that original jury duty was scheduled during contractual work days shall be provided to the Human Resources Department.

**18.10 Industrial Accident and Illness Leave**

- 18.1001 Pursuant to the provisions of California Education Code Section 44984, a unit member who has been continuously employed in the Elk Grove Unified School District shall be provided a partially paid leave of absence for industrial accident or illness under the following rules and regulations listed below:-
- 18.1002 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 18.1003 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but may not exceed sixty (60) working days in any one (1) year.
- 18.1004 Allowable leave shall not be accumulated from year to year.
- 18.1005 The leave under these rules and regulations shall commence on the first day of the absence.

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- 18.1006 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 18.1007 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 18.1008 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity check received on account of his/her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 18.1009 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the district.
- 18.1010 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 18.1011 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose.

**18.11 Pregnancy Disability Maternity Leave**

- 18.1101 Utilization of Sick Leave during Pregnancy Disability: During that period of time during which the unit member (including hourly unit members) is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, they shall be permitted to utilize their sick leave pursuant to Article 18.3, above. A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, unit members shall be entitled to use their sick leave for the above.
- 18.1102 Utilization of Differential Leave: After a pregnant unit member has exhausted their sick leave, they will be entitled to use five (5) months of differential leave pursuant to Education Code § 44977, because of pregnancy, miscarriage, childbirth and recovery therefrom. This differential leave for pregnancy, miscarriage, childbirth and recovery therefrom does not create a new five month differential leave allowance. More specifically, if the unit member has already used all or some of the five months of differential leave set forth in Article 18.4 above, and then is absent because of pregnancy, miscarriage, childbirth and recovery therefrom, the unit member is not entitled to more than a total of five months of differential leave in that school year.

After a unit member has exhausted all parental, sick, and differential leave, any additional leave taken after that point for pregnancy, miscarriage or recovery shall be unpaid. This unpaid leave shall not exceed one (1) calendar year including the paid leave time, which was already exhausted.

## 18.12 Parental Leave

18.1201 A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth, adoption, or initiation of foster care of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive or foster child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.

18.1202 Child Bonding Leave: Consistent with Education Code Section 44977.5, California Family Rights Act ("CFRA") qualified unit members may choose to take up to 12 workweeks of child-bonding leave under the CFRA. Unit members have the option to utilize sick leave and parental leave granted pursuant to Article 18.1201 and have it applied towards these 12 workweeks of child-bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to 12 workweeks. A work week is any week in which the school is open for three (3) or more days. This section does not create additional differential leave entitlements. More specifically, if the unit member has already used all or some of the five months of differential leave set forth in the collective bargaining agreement, and then is absent because of child bonding, the unit member is not entitled to more than a total of five months of differential leave in that school year.

The law regarding the coordination of Section 44977 and Section 44977.5 differential leaves is not clear. Accordingly, the District and EGEA agree to meet and negotiate if AB 375 is amended, or if an issue arises regarding the coordination of Education Code section 44977 and Section 44977.5.

Eligibility and use of Section 44977.5 differential leave is independent from the eligibility and use of Section 44977 differential leave.

~~18.1102~~ A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery, provided such leave shall not exceed one (1) calendar year.

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~~18.1103~~ 1203 Requests for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

## 18.12 Parental Leave

~~A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth or adoption of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.~~

~~In addition, a unit member may choose to use their accrued and unused sick leave after the unit member's parental leave is over, but before their Family Medical Leave Act leave runs out. This additional sick leave usage shall be deducted from the unit member's sick leave balance.~~

### **18.13 Child Rearing Leave**

A unit member who is a natural, or adopting, or foster parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.

### **18.14 Family And Medical Leave**

18.1401 LENGTH OF LEAVE ENTITLEMENT: An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period is measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

18.1402 LENGTH OF EMPLOYMENT ELIGIBILITY: Any employee who has been employed for at least 12 months AND who has been in paid work status consistent with Section 18.101 for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family Medical Leave.

18.1403 ELIGIBLE PURPOSES: Leaves for any of the following purposes qualify for Family Medical Leave.

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1. The birth of a child of an employee, and to care for a newborn;
  2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;

3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling session, appear in court or consult with his/her attorney in connection with the placement of a child.

If both ~~the husband and wife~~ parents are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to 12 workweeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either ~~spouse~~ parent to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with ~~or in~~ consequent to a hospital, hospice or residential medical care facility;
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involved continuing treatment by (or under the supervision of) a health care provider; ~~or~~
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care; ~~or~~

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4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:



- a. Two or more visits to a health care provider;
- b. Two or more treatment by a health care practitioner (e.g., physical therapist) on referral from, or under the direction, of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child, or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- a. has equivalent pay and benefits; and
- b. better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

- 18.1404 PAID/UNPAID LEAVE: Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- 18.1405 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 18.1406 FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of

the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

18.1407 EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.

Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

18.1408 MEDICAL CERTIFICATION/RECERTIFICATION: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Department.

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The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

18.1409 **ADVANCE NOTICE REQUIRED:** If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written, advance notice.

If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

18.1410 **REINSTATEMENT UPON RETURN FROM LEAVE:** Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification

from the health care provider that the employee is able to resume the essential duties of the position.

18.1411 REMEDIES FOR EMPLOYER VIOLATION OF THE ACT: If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

18.1412 References to the federal Family Medical Leave Act or "FMLA" throughout this agreement are also intended to include corresponding state laws – the California Family Rights Act ("CFRA") and the Pregnancy Disability Leave ("PDL") law.

### **18.15 Foreign Educational Employment Leave**

18.1501 Unit members may be granted an unpaid leave for not less than (1) full school year nor more than three (3) years for the purpose of accepting full-time foreign educational employment or Peace Corps employment. Request for such leave shall be submitted by April 15 of any year.

18.1502 Upon commencement of leave, the unit member will be transferred to an unassigned status.

18.1503 Year-for-year salary schedule credit will be granted for experience gained while on leave if it is verified to be primarily in a job classification similar to that to which the unit member returns.

18.1504 The deadline for a unit member to submit a request for a full or partial Foreign Education Employment Leave or an extension to such leave shall be February 1st of each school year for the following school year..

### **18.16 Sabbatical Leave**

18.1601 A screening committee shall be established to: (1) determine the relative qualifications of those requesting leave; (2) establish the long-range utility to the instructional or pupil services program of the applicants leave plans.

18.1602 Provisions shall be made for one-half pay based on the current salary of the applicant.

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18.1603 Adequate assurance shall be provided that the applicant will return to active duty in the school district for a minimum of two (2) years.

18.1604 Annual review shall be made by the Superintendent, the Board and the Elk Grove Education Association President or his/her appointee in December of the number of leaves to be granted.

18.1605 The deadline for a unit member to submit a request for a full or partial Sabbatical Leave or an extension to such leave shall be February 1st of each school year for the following school year..

**18.17 Association Leave**

18.1701 The district will release from his/her teaching duties the President of the Association, for a period of not more than one (1) school year. During this time, the Association will pay to the district the full cost of the teacher employed to replace the President.

18.1702 The Association shall have a total of twenty (20) days of leave for association representatives to utilize for local, state or national conferences for conducting the business pertinent to organizational affairs. The cost of the substitute shall be borne by the Association. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent or designee by the Association's President.

**18.18 Catastrophic Leave**

18.1801 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/EGEA committee will review requests and make recommendations to the Board of Education.

18.1802 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 18.18.17.

18.1803 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.

18.1804 The EGEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

- c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
  - (1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
  - (2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
  - (3) The employee has exhausted all accrued paid leave credits.
- d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
  - (1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.
  - (2) The verification of catastrophic injury or illness required pursuant to paragraph (c) of subdivision 18.17.804.
  - (3) Making all transfers of eligible leave credit irrevocable.
- e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

18.1805 All unit members on active duty with the District are eligible to contribute to the EGEA Catastrophic Bank if they have accrued a minimum of ten days sick leave.

18.1806 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

18.1807 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.

18.1808 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.

18.1809 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the

proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.

- 18.1810 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 18.1811 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 18.1812 An additional day of contribution will be required of participants if the number of days in Bank falls below 1000. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 18.1813 If the number of days in the Bank at the beginning of a school year exceeds 2000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 18.1814 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 18.1815 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 18.1816 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
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- 18.1817 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

For EGEA

~~A~~  
Maggie R Ellis

~~Lee Trumbull~~

Maria Myrback

A. Condon

Justi Sedu

Dated: 5/20/16

For EGUSD

Rich G

~~[Signature]~~

B. Brewer

Mark Basson

Janet Anderson

Christina C. Berry

~~Diana M. Chancy~~

Dated: 5/20/16



# Attachment C

Side Letter of Agreement  
Between  
Elk Grove Unified School District  
And  
Elk Grove Education Association

March 17, 2016

## Experience Placement on Salary Schedule

Elk Grove Unified School District ("District") and Elk Grove Education Association ("EGEA") collectively referred to as "the parties," enter into the following Side Letter of Agreement ("Agreement") regarding the initial salary schedule placement of new EGEA Unit Members based upon their teaching and/or vocational experience as follows:

1. Effective upon signature of this Side Letter of Agreement by both parties, the parties agree that new and rehired employees with teaching and/or vocational experience will be placed on the EGEA salary schedule up to Step 16 based on up to 15 years of verified and approved teaching and/or vocational experience, consistent with the criteria included in Section 19.803 of the parties' collective bargaining agreement and beginning on July 1, 2016.
2. When 2016-2017 negotiations are completed, the parties agree that this Side Letter of Agreement shall also be included as part of the parties' 2016-2017 Tentative Agreement. Upon ratification of the terms of this Side of Agreement as part of the 2016-2017 Tentative Agreement by both parties, the following revision to Article 19.8 shall be incorporated into the parties' collective bargaining agreement effective July 1, 2016.

### **19.8 Experience Placement—Entry**

- 19.801 New employees that have no teaching or vocational experience will be assigned to the appropriate class at Step 1.
- 19.802 New employees with teaching and/or vocational experience will be placed based on years of acceptable experience up to Step 16.
- 19.803 Credit for prior experience will be guided by the following criteria:
  - a. Prior teaching experience shall have required a teaching credential.
  - b. A "year is defined as 75% of the contract or calendar or requested year. Fractional parts of one (1) year may not be combined to meet the percentage requirements.
  - c. Prior teaching and/or vocational experience (including experience in the district) shall have occurred within twenty (20) years prior to the date of employment with the district.
  - d. Placement on the schedule shall be based upon receipt and approval of verification of records and documents by the Human Resources Department.

**3. The parties agree that this Side Letter of Agreement:**

(a.) fully resolves any and all known salary schedule placement issues regarding this matter and related to EGEA Unit Members hired, during the 2009-2010 school year through and including the 2015-2016 school year, who had between eleven (11) and fifteen (15) years of prior teaching and/or vocational experience from outside of the District;

(b.) fully resolves any and all salary schedule placement legal issues related to all other EGEA Unit Members regarding this issue; and

(c.) changes the maximum entry level salary schedule placement for new hires and rehires from step eleven (11) to step sixteen (16) as outlined above.

**4. The parties further agree that such experience credits are to be applied uniformly and that EGEA Unit Members: (a.) hired during the 2009-2010 school year through and including the 2015-2016 school year, if any; and (b.) who had between eleven (11) and fifteen (15) years of prior teaching and/or vocational experience when they began their employment with the District as an EGEA Unit Member; shall be moved consistent with Attachment A on the salary schedule effective July 1, 2016 to reflect a maximum of fifteen (15) years of prior teaching and/or vocational experience from outside of the District.**

The EGEA Unit Members listed on Attachment A to this Agreement that meet this Agreement's criteria for verification and approval of prior experience; shall be moved on the salary schedule beginning on July 1, 2016 consistent with the Section 19.803 criteria. When the District's Human Resources Department approves and verifies an Attachment A teacher's prior teaching and/or vocational experience, then the teacher who meets the Section 19.803 criteria and will be moved on the salary schedule to the step placement described in the column on Attachment A that specifies 2016-2017 step placement.

EGEA unit members are not eligible for any retroactive step placement and no retroactive pay under this Agreement. EGEA unit member listed on Attachment A must have the District's Human Resources Department verify and approve their prior teaching and/or vocational experience by June 30, 2016 in order to be moved on the salary schedule consistent with Attachment A and effective on July 1, 2016.

Finally, if an EGEA member fails to submit adequate teaching and/or vocational experience approved by the Human Resources Department by June 30, 2016, or an employee not on Attachment A comes forward with a claim that he or she is entitled to additional experience credits based on this Agreement, then the parties will meet and confer to resolve the issue.

**5. If this Agreement is not ratified by both parties, the parties agree to meet and continue to negotiate regarding the issues addressed in this Agreement.**

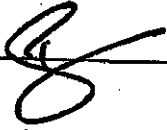
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**6. This Agreement together with Attachments A constitutes the entire agreement between EGEA and the District regarding the topics addressed herein. No other promises, agreements, or statements regarding the subject matter of this Agreement between the parties shall be binding unless made in writing and signed by all parties hereto.**

**7. The parties do not intend to have this Agreement waive any nonwaivable Education Code right and agree that this Agreement is to be read consistent with State law.**

Elk Grove Unified School District

David Reilly



Dated:

3/17/16

Elk Grove Education Association

Scott Seidmohr



Dated:

3/17/16

# Attachment D

Side Letter of Agreement  
Between  
Elk Grove Education Association  
And  
Elk Grove Unified School District

December 17, 2015

## TRANSFERS

Elk Grove Education Association (EGEA) and Elk Grove Unified School District (District), hereinafter "the parties", have reached this Side Letter of Agreement (Agreement) regarding the following:

1. The parties are interested in a one year pilot agreement to expedite and streamline the transfer process in order to improve the District success during the teacher recruiting season. During this pilot, continuous transfer postings will allow the District to be competitive with other Districts and hire the most qualified teachers earlier from the applicant pool while allowing internal candidates first opportunity at these open positions.

2. The parties agree that during the spring of 2016, Sections 11.202, 11.203, 11.301, 11.302, and 11.304 of the parties' collective bargaining agreement shall be suspended and replaced with the following:

11.203      A. As the District receives formal notice of part-time/full-time teacher openings for the 2016-2017 school year, the list of part-time/full-time openings shall be posted internally for teachers to apply for transfer consideration based upon the following schedule:

Internal Postings	Date of Internal Posting	Teacher Must apply for Transfer to Posted Position by 5 p.m.	External Postings for Positions for which no internal candidates express interest (see section C. below)	After Principal Considers Transfer Applicants- First Possible Date of External Posting (see section B. below)
First Posting	March 3	March 8	March 9	March 16
No Interviews/ Spring Break March 21-25				
Second Posting	March 17	March 22	March 23	March 30
Third Posting	March 31	April 5	April 6	April 13
Fourth Posting	April 14	April 19	April 20	April 27
Fifth Posting	April 21	April 26	April 27	May 4
Sixth Posting	April 28	May 3	May 4	May 11
Seventh Posting	May 5	May 10	May 11	May 18
Eighth Posting	May 12	May 17	May 18	May 25
Ninth posting	May 19	May 24	May 25	June 1
Tenth Posting	May 26	May 31	June 1	June 8
Simultaneous Postings	June 2			

B. If no internal candidate is selected for a position, the position may then be posted for external candidates.

C. If no internal candidate applies for the position, the position may be posted directly for external candidates.

11.301 A unit member may request a transfer for the 2016-2017 school year by filing for the transfer no later than 5 p.m. on the third work day after the position was first posted.

3. The parties agree that unless negotiated otherwise, effective September 1, 2016 Sections 11.202, 11.203, 11.301, 11.302, and 11.304 of the collective bargaining agreement shall no longer be suspended, and the replacement sections described in section 3 of this Agreement above shall no longer apply.

4. Priority Temporary Teachers (Education Code Section 44918).

A. Prior to the internal posting of full-time openings on March 3, 2015, Temporary Teachers who satisfy the criteria for temporary priority status pursuant to Education Code Section 44918 shall remain on the same school site that they were assigned to during the 2015-2016 school year for the 2016-2017 school year if an opening is available within their prior teaching experience with the District and their credential authorization.

B. If there are no open positions available for the priority temporary teacher at their 2015-2016 school site for the 2016-2017 school year, then the District shall assign priority temporaries to vacant positions after non-temporary bargaining unit members have had the opportunity to request a transfer during the first three days of the first posting period that begins March 3.

5. Transfers Granted-2016-2017 School Year.

The District will make every reasonable effort to offer 50 percent of all full-time openings that are internally posted by the District to teachers who apply for such transfers, and who are qualified and credentialed to teach the posted position. Any transfer that is offered by the District to a teacher, but is declined by a teacher (does not include multiple offers to one candidate), is included in the calculation of the 50 percent of openings offered described in this section.

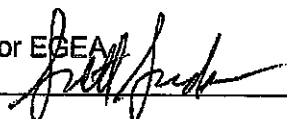
6. Definition of Full-Time Opening.

For purposes of this Pilot Agreement, the parties agree that "full-time opening" means a full-time 1.0 full time equivalent vacancy that results from growth, or a retirement, resignation, or termination from the District. In addition, a "full-time opening" includes openings that result from an individual transferring into a position that is vacated due to a retirement, resignation, termination, growth or transfer.


7. This Agreement shall not create a precedent or past practice for any purpose. In lieu of utilizing the parties' grievance procedures to address any issues regarding interpretation of this pilot agreement, the parties agree to meet and negotiate a resolution to any interpretation issue. The parties agree that this agreement expires on August 30, 2016.

8. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written agreement signed by both parties.

For EBEA

  
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For EGUSD

  
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Dated: 12/17/15

Dated 12/17/15