

MEMORANDUM OF UNDERSTANDING 1 – FURLOUGH DAYS

Between The Carlsbad Unified School District

And The Laborers' International Union Of North America – Local 777 (LIUNA)

This Memorandum of Understanding ("MOU") is entered into between the Carlsbad Unified School District ("District") and Laborers' International Union of North America – Local 777 (LIUNA), the exclusive representative of the Classified Employees. Notwithstanding any other provisions in the District-LIUNA Collective Bargaining Agreement, the District and LIUNA agree as follows:

1. Pursuant to the statutory authority to establish a shortened instructional year, and in response to the critical financial need to reduce costs and save jobs and related services, the District may institute furlough days for the 2012-2013 school year.
2. In the event that the classified portion of the budget deficit is still not met, and the Board takes action to lower the number of student instructional days during the 2012-2013 school year and institutes temporary furlough days for both teachers and administrators, LIUNA agrees to accept temporary furlough days on behalf of all classified staff for those specific student instructional furlough days, in sufficient number to fill our portion of the deficit.
3. A furlough day is an unpaid non-working day which is scheduled on a day within the employee's regular work year. Furlough days shall be treated as a day of paid absence for the limited purposes of vacation accrual and illness leave accrual. Employees on furlough will be paid for a holiday if the furlough day is scheduled for the day immediately before or following the holiday. Vacation or other paid leaves may not be used on a furlough day.
4. In the event that participation in the furlough days for a specific school year would cause a classified employee to fall below the 10 month/1720 hours threshold for PERS full year credit, that the District shall report the employee to PERS as working a full year.
5. In the event that a classified employee is called in to work on a furlough day, due to unforeseen emergency circumstances, the employee shall be subject to Article 9.9 Minimum Call-In Time, and compensated at double the regular rate of pay for those hours.
6. The committee charged with developing a "Fair Share" formula specifically designed for Basic Aid status (Article 10.13.7) will immediately convene and develop trigger language to plan for restoration of the temporary furlough days as the District's financial situation improves.
7. If the District's 2012-2013 actual unrestricted funded base revenue per unit of ADA increases or decreases by at least \$50 per ADA from the 2012-2013 amount in the District's adopted budget, then this MOU shall be reopened for the 2012-2013 school year.

For purposes of this Agreement, the actual funded base revenue limit shall include funded base revenue limit increases or decreases, deficit reduction, equalization, and any other ongoing unrestricted change to state funding to local school districts per unit of ADA. The tier 3 categorical flexibility shall not be included in this calculation.

8. Both parties agree to meet and analyze the data every 3 months to monitor and adjust the deficit reduction plan. Should the savings from this MOU and the medical benefit changes fail to achieve the LIUNA "fair share" portion, the parties agree to implement further cost savings that may include additional furlough days and/or work year adjustments.

This Agreement shall be subject to ratification by both parties.

CARLSBAD UNIFIED SCHOOL DISTRICT

LIUNA Local 777

By: _____

By: _____

Dated: _____

Dated: _____