

2025-2028
MEMORANDUM OF UNDERSTANDING
AALA Teamsters Local 2010 (Unit J)

This Memorandum of Understanding (MOU) is made and entered into this 20th day of March, 2026 by and between the Board of Education of the Los Angeles Unified School District (“District”) and AALA Teamsters 2010 for employees in Unit J Classified Managers (“Unit J”).

Pursuant to the parties’ 2025-2028 Agreement, the District and Teamsters have met and negotiated in good faith and have completed their negotiations on items previously sunshined. The term of this Agreement shall cover a period through June 30, 2028 (and continue thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days’ notice). This agreement is the Successor to the 2025-2028 agreement and is the final resolution to all matters associated with the parties’ 2025-2028 Agreement.

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties’ 2025-2028 Agreement are incorporated as part of the parties’ successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2025-2026 Salary Increase: 4%**

- Effective July 1, 2025, all AALA Teamsters Unit J bargaining unit members shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2025.
- Effective January 1, 2026, all AALA Teamsters Unit J bargaining unit members shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect December 31, 2025.

II. **2026-2027 Salary Increase: 4%**

- Effective July 1, 2026, all AALA Teamsters Unit J bargaining unit members shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2026.
- Effective January 1, 2027, all AALA Teamsters Unit J bargaining unit members shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect December 31, 2026.

III. **2027-2028 Salary Reopener:**

On or after July 1, 2026, AALA Teamsters may reopen Article XIV Wages solely on compensation.

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AALA Teamsters Local 2010 (Unit J)

- C. The District will make every effort to pay all negotiated increases, including retroactive increases as soon as possible following adoption by the Board of Education.
- D. The parties' 2025-2028 Agreement shall be further modified as follows:
1. Article I – Recognition
 2. Article IV – AALA Teamsters Rights
 3. Article V – Grievance
 4. Article VI – Work Stoppage
 5. Article VII – Non-Discrimination
 6. Article VIII – Union Security and Dues Deduction
 7. Article IX – Hours of Work
 8. Article X – Evaluation Procedures
 9. Article XIII – Leaves of Absence
 10. Article XIV – Wages and Salaries
 11. Article XVII – Vacation
 12. Article XIX – Tuition Reimbursement
 13. Article XX – Reclassification Procedure
 14. Article XXI – Job Stewards
 15. Article XXII – Term of Agreement
 16. AALA Unit J Identified Compressed Classifications Sideletter
- E. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2028, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. This Agreement is the final resolution to the parties 2025-2028 successor negotiations.

The agreement is subject to ratification by the membership of Unit J and to final approval by the LAUSD Board of Education.

Date of agreement: March 20, 2026

Los Angeles Unified School District

AALA Teamsters 2010

By: _____

By: _____

Maria Nichols
AALA Teamsters, President

2025-2028
MEMORANDUM OF UNDERSTANDING
AAALA Teamsters Local 2010 (Unit J)

By: _____
Jason Rabinowitz
Business Representative

By: _____
Tanya Akel
Business Representative

By: _____
Business Representative

Adopted and approved by the Board of Education on _____, 2026.

By: _____
Scott Schmerelson, President

AALA UNIT J PROPOSAL: 3-5-25
DISTRICT COUNTER: 4-10-25
AALA UNIT J PROPOSAL: 9-25-25
DISTRICT COUNTER: 10-9-25 rev
AALA UNIT J PROPOSAL: 10-9-25
DISTRICT COUNTER: 10-29-25

TA ② 10/29/25
J. [Signature] 10/29/25

AGREEMENT

THIS AGREEMENT is made and entered into this X day of MONTH, 2025 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as “the District” and Associated Administrators of Los Angeles, Teamsters Local 2010 which together with its officers and representatives will be referred to in this Agreement as “AALA Teamsters” or “the Union”.

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the parties’ recognition agreement dated August 12, 2011, the District acknowledges that it has recognized the Union as the exclusive representative of classified management personnel in a bargaining unit comprised of all regular employees in probationary and permanent status, including part-time employees, employed in the following classes:

...

1.1 Excluded: All certificated employees (including but not limited to those in the AALA Certificated Supervisory Unit), and all classified employees in classifications other than those listed above.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, ~~but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when the District creates new classifications. or wWhen the Union contends that certain classifications should be accreted to the unit, it may submit a written request for determination of the classification to the Office of Labor Relations between November 1 and December 31 of each year. Decisions will be provided by March 1 the following year.~~ Disputes over unit composition issues subject to PERB jurisdiction and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

...

AALA TEAMSTERS Unit J PROPOSAL: 3-5-25
DISTRICT COUNTER: 3-19-25
DISTRICT COUNTER: 4-10-25
AMENDED DISTRICT COUNTER: 5-1-25 – AALA ART XXI JOB STEWARD 2.0
UNION COUNTER: 5-15-25
DISTRICT COUNTER: 9-3-25
UNION COUNTER: 10-9-25
DISTRICT COUNTER: 11-13-25
UNION COUNTER: 11-13-25
DISTRICT COUNTER: 11-19-25
UNION COUNTER: 11-19-25
DISTRICT COUNTER: 1-15-26
UNION COUNTER: 1-15-26
DISTRICT COUNTER 2: 1-15-26
DISTRICT COUNTER: 2-26-26

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[UNIT J] ARTICLE IV

AALA TEAMSTERS RIGHTS

1.0 Exclusivity: AALA Teamsters and its authorized representatives shall be the exclusive representative of the employees in the above-described classified management unit in contract negotiations and enforcement matters.

2.0 Access to Facilities and Employees: Any authorized AALA Teamsters representative shall have the right of reasonable access to District facilities. Representatives not assigned at the site shall upon arrival check in at the work site. AALA Teamsters representatives, whether they are visiting the site or regularly assigned to the site, may contact employees on union business, but only during duty-free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. In the case of an AALA Teamsters representative assigned to the site, no such contacts shall interrupt the duties or assignments of either the employee being contacted or of the representative. AALA Teamsters representatives' use of District email shall be subject to the limitations of the District's policies and rules. AALA Teamsters may request the use of the District meeting rooms to meet with their members for representational purposes and will abide by the access rules and regulations for each respective District site/facility which do not interfere with legal rights. AALA Teamsters will exercise reasonable care and due consideration for the maintenance of the meeting space.

3.0 Bulletin Boards: AALA Teamsters shall have the right to post notices of AALA Teamsters official matters on a bulletin board or section of a bulletin board established for AALA Teamsters exclusive use at each work site where AALA Teamsters-represented employees are assigned.

4.0 Released Time for Negotiations: Up to six negotiating team employee representatives designated by AALA Teamsters shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District. AALA Teamsters and the District may agree that additional employees shall receive such released time. **CCL**

4.1 Collective Bargaining Agreement (CBA) Negotiations Preparation Release Time: Beginning with negotiations for the 2028-31 Successor CBA, the District shall provide the bargaining team of up to six (6) members four (4) work days of paid release time to prepare for

[UNIT J] Article IV – AALA RIGHTS

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negotiations during each three (3) year successor CBA cycle. The costs associated with requests for additional preparation release time (beyond four (4) work days) shall be borne by AALA Teamsters.

5.0 Organizational Leave: The President of AALA Teamsters shall, upon request of both AALA Teamsters and the employee, be placed on leave of absence for a period of one semester or more. Any pay for such leave shall be the responsibility of AALA Teamsters.

5.1 AALA Teamsters Union Business Release: Where attendance at union events by AALA Teamsters 2010 elected officers is required, organizational leave time to attend such events may be taken, subject to providing no less than seventy-two hours (72 hours) advance notice of the name(s) of the officer(s) and the duration of their organizational leave. For extended organizational leave of more than two days, two-weeks advance notice of the name(s) of the officer(s) and the duration of their organizational leave shall be provided. The Union will reimburse the District for the cost of the officer's salary and benefits while on organizational leave, and no expenses of attending the union event shall be borne by the District.

6.0 Committee Appointments: When the District seeks to include representation from the various bargaining units on District-wide committees, AALA Teamsters shall have the right to participate. The District shall notify AALA Teamsters and specify the background and experience expected of the AALA Teamsters represented employees participating on the committee. AALA Teamsters may replace those it has appointed.

7.0 AALA Meetings: AALA Teamsters may convene meetings as provided herein. Such meetings are to be separate from District-scheduled meetings, voluntary, and on non-duty time. AALA Teamsters -convened meetings are to be completed before the usual hours of service of the participants, during the participants' duty-free lunch period, or after the usual hours of service of the participants. Also, if employees are present for a District-convened meeting, and if during such meeting there is a normal designated break time, AALA Teamsters may convene a voluntary meeting during a reasonable portion of the break. AALA Teamsters -convened meetings are not to cause non-duty periods during the business day to be extended beyond normal time. CCL

8.0 "Newly hired employee" or "new hire" means any employee who is hired by the District, or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by AALA Teamsters Unit J.

8.1 The District shall provide AALA Teamsters Unit J with an electronic file of contact information for bargaining Unit J represented employees on a monthly basis. The file will include the following information:

- Name
- Employee Number

[UNIT J] Article IV – AALA RIGHTS

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MR
mm 2/26/24

- Position Title/Code
- Department/Division
- Cost Center Code/Text
- Cost Center Address
- Work Telephone Number
- Personal Home and/or Cellular Telephone Number (as available)
- Work Email Address
- Personal Email Address (as available)
- Home Address
- Hire Date (date employee hired by the District in any capacity)
- Salary rate
- Salary step
- Leave of Absence Date
- Separation Date

The District shall provide to AALA Teamsters (Unit J), a quarterly report with the satellite work locations for the classifications within the cost centers of Budget Services Division, Information Technology Services (ITS), Procurement Division, Truck Operations and Transportation Services Division, if applicable.

8.2 Access to New Bargaining Unit Members: The District shall provide AALA Teamsters access to new employees as outlined below:

i. When/if the District conducts a formal new employee orientation and/or Division onboarding with classifications represented by Unit J, the Union shall receive not less than ten (10) working days' notice in advance of the orientation and shall be provided with access to any classifications of employees represented by AALA Teamsters Unit J attending the New Employee Orientation. The District will determine the date(s), location (s), number of hours and content of the orientations. The last thirty (30) minutes of the orientation will be set aside exclusively for an AALA Teamsters Representative to address those attendees eligible to become an AALA Teamsters member.

ii. Alternatively, the AALA Teamsters may elect to be provided thirty (30) minutes of access during a new employee's paid workday to conduct an orientation session at a time mutually agreeable to the Union and the site, operational unit, or work group supervisor/Director. The Union must exercise this right in the first thirty (30) working days of a new employee's assignment, unless otherwise mutually agreed to in writing by the Union and the site, operational unit, or work group supervisor/Director.

AALA TEAMSTERS UNIT J PROPOSAL: 3-19-25
DISTRICT COUNTER: 4-10-25
UNION COUNTER: 5-1-25
DISTRICT COUNTER: 5-15-25
UNION COUNTER: 7-30-25
DISTRICT COUNTER: 9-3-25
UNION COUNTER: 9-25-25
DISTRICT COUNTER: 10-9-25
UNION COUNTER: 10-29-25
DISTRICT COUNTER: 11-13-25
UNION COUNTER: 11-19-25
DISTRICT COUNTER: 11-19-25

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ARTICLE V

GRIEVANCE PROCEDURE

1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee;
- b. The Union on behalf of an identified employee or employee(s); or
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement. **CCL**

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, ~~including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another.~~ Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled either through the Equal Opportunity Program Section or the grievance procedure subject to Article V (Grievance Procedure).

1.2 The respondent in any grievance shall be the District itself rather than any individual administrator.

1.3 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee the Union may, upon the District's agreement, process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

AALA TEAMSTERS UNIT J PROPOSAL: 3-19-25
DISTRICT COUNTER: 4-10-25
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UNION COUNTER: 10-29-25
DISTRICT COUNTER: 11-13-25
UNION COUNTER: 11-19-25
DISTRICT COUNTER: 11-19-25

ARTICLE V

GRIEVANCE PROCEDURE

1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof unless the parties agree to the contrary. **CCL**

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

2.0 Representation Rights in the Grievance Procedure: If an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the District shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedures unless excused by mutual agreement of the District and Union.

2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by either a job steward or a Union representative. A grievant shall also be entitled to represent himself or herself. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons ~~such as witnesses~~ may also attend grievance meetings.

2.2 When a grievant is not represented by the Union, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided however, that the grievance may be withdrawn by the grievant at anytime which shall terminate the grievance procedure. Grievance resolutions involving only the employee are not precedent setting unless agreed to by the Union and the District. In such cases, the same grievance arising out of

Article V - Grievance Procedure

the same facts and involving the same grievant(s) may not be brought forth again by the Union.

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during regular District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting ~~or hearing~~ is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary, will be provided to the grievant, Job Steward and to any witness who attends by mutual agreement. If a hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary, will be provided to the grievant, Job Steward and to any witness. When grievance meetings are scheduled outside the employee's duty hours, the meeting shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Any of the foregoing employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.

~~4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Union, nor the grievant, nor the District shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.). This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by the Union or the District for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either the District or the Union of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute.~~

45.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement. **CCL**

56.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and ~~legal (or school)~~ District holidays.

Article V - Grievance Procedure

67.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate or another appropriate administrator and discussing the grievance with the administrator. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts. However, the District can require the informal before holding the Step One meeting.

78.0 Step One: Within ~~fifteen (15)~~ twenty (20) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate or another appropriate administrator on the District Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant and/or Union. A meeting between the grievant and the immediate administrator shall take place within ~~five (5)~~ ten (10) days from presentation of the grievance, and the administrator shall reply in writing within ~~five (5)~~ ten (10) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ~~ninth (9th)~~ fourteenth (14th) day following the Step One meeting.

78.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant, be filed with the administrator who has such responsibility and authority. **CCL**

89.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within ~~five (5)~~ ten (10) days after the termination of Step One, present the written grievance to the grievant's Division Head or Local District Superintendent, or designee. Within ~~five (5)~~ ten (10) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within ~~five (5)~~ ten (10) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ~~ninth (9th)~~ fourteenth (14th) day following the Step Two meeting.

910.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within ~~five (5)~~ ten (10) days after the termination of Step Two, present the written grievance to the Chief Deputy Superintendent or designee. If, at his or her discretion, the Chief Deputy Superintendent or designee desires, a meeting may take place within ~~five (5)~~ ten (10) days from receipt of the grievance. The Chief Deputy Superintendent or designee shall reply in writing to the grievance within ~~five (5)~~ ten (10) days after the meeting or, if no meeting is held, within ~~five (5)~~ ten (10) days after receipt of the grievance. Unless there is a mutually written agreement to the contrary, Step Three shall terminate at the close of business on the ~~ninth (9th)~~ fourteenth (14th) day following

Article V - Grievance Procedure

the Step Three meeting, or if no meeting is held, on the ~~fourteenth (14th)~~ fifteenth (15) day following receipt of the grievance.

110.0 Request for Board Review: If the Union is not satisfied with the decision at Step Three, the Union, with the concurrence of the grievant, may submit the matter to the Office of Labor Relations for a Board of Review. This request must be made in writing within five fifteen (5 15) days after the termination of Step Three.

Within five fifteen (5 15) days from the date the request for a Board of Review is received by the Office of Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of the chairman of the Board of Review. The chairman may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Bonnie Castrey	Guy Prihar
Joe Henderson	Michael Prihar
Carol Vendrillo	Kenneth Perea
George Marshall	
<u>Katherine Thomson</u>	<u>Sheri E. Ross</u>
<u>Jan Stiglitz</u>	<u>Yuval Miller</u>

The party who strikes the first name shall be determined by lot. If the chairman indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days; the parties shall proceed to select another chairman as indicated above. The District and the Union shall each pay one-half of the fees of the chairman of the Board of Review. Each party shall bear the expense of the presentation of its own case. All decisions and rulings shall be made by majority decision of the Board of Review.

121.0 Board of Review: The Board of Review shall be composed of a chairman and two (2) members. The Union and the District shall each appoint one member, who shall be an employee or an administrator of the District, and/or a member of the Union to serve on the Board of Review, provided, however, that no employee may be selected by any grievant to serve on a Board of Review more than twice in any calendar year.

121.1 The hearing shall be under the direction of the Chairman who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Sessions of the Board of Review shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

Article V - Grievance Procedure

121.2 The Office of Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records, and such other services required by the chairman for the fulfillment of the chairman's responsibilities.

121.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

121.4 Neither party shall communicate with the Chairman without first contacting the other party to explain the purpose of the intended communication.

121.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer or off-track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

132.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, timeliness, matter beyond the scope of procedure, or ~~breach of confidentiality provisions~~) the District may cause its claim to be heard and ruled upon by the Board of Review prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union AALA/Teamsters prior to the selection of the Chairman. Immediately after selection of the Chairman for the preliminary hearing, either the Union or the District may require that a different Chairman be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Board of Review's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District, and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

143.0 Limitations Upon the Board of Review: The Board of Review shall have no power to alter, add to, or subtract from any of the terms of this Agreement or of this Article, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detracting) of the terms of this Agreement. The Arbitrator shall have no power to render an award ~~on any grievance occurring before or after the term of this Agreement~~ or to grant a remedy exceeding that sought by the grievant.

Article V - Grievance Procedure

154.0 Effect of Board of Review Award: The Board of Review's decision shall be final and binding upon the grievant(s), the District and the Union. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

154.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the District and the Union in any subsequent proceedings, including disciplinary and termination proceedings.

154.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and the Union's sole and final remedy for any claimed breach of this Agreement. **CCL**

165.0 Expenses: All fees and expenses of the Chairman shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

165.1 Rescheduling/Cancellation Expenses: Should one of the parties request the Board of Review be either rescheduled or cancelled, the requesting party shall bear the rescheduling/cancellation fee determined by the Chairman, should there be such a fee. Should the parties mutually agree to reschedule or cancel the Board of Review, the costs shall be borne equally by the parties.

176.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

187.0 No Reprisals: There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE VI

WORK STOPPAGE

1.0 No Strikes: Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, the Union agrees to the following:

a. During the term of this Agreement, neither the Union nor its respective offices or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal District operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, the Union and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same; and

b. Any employee engaging in any strike, slowdown, or other work stoppage may be subjected to discipline or termination under applicable law.

2.0 No Lockouts: The District agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from the Union.

3.0 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedures of Article V (Grievance Procedure).

4.0 No employee shall be required to perform clearly identifiable struck work of employees of a different bargaining unit, unless such work is generally included in the bargaining unit employee's job description.

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ARTICLE VII

NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, as well as District policies, the District and the Union agree not to discriminate against any employee based upon ancestry, religion, race, color, creed, national origin, gender, gender identity, gender expression, age, pregnancy, physical disability, mental disability, medical condition, sex, sexual orientation, marital status, political affiliation, service in uniformed services, or union affiliation.

2.0 Employees may grieve alleged violations of this Article through Steps I, II, and III of the grievance procedures of Article V (Grievance Procedure). Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V (Grievance Procedure), Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. If the employee does not want to use the grievance procedure, the employee may process any claimed violations through the appropriate statutory procedures or through the District Equal Opportunity Program Section.

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W. King 1/15/26

ARTICLE VIII
UNION SECURITY AND DUES DEDUCTION

1.0 ~~Voluntary Authorizations~~ **Payroll Deductions**: The District shall deduct ~~the regular monthly membership dues of the Union dues, fees and union political action fund contributions for each pay period worked in the amount specified by the Union~~ from the salary of each employee ~~who has submitted a written authorization to~~ **as certified to the District by AALA Teamsters 2010** the Union. Such an authorization shall continue in effect unless revoked in writing by the employee to AALA Unit J within the time period commencing with the 60th day prior to the expiration of this Agreement and ending with the 30th day before such expiration. ~~Such Any revocation of dues deductions shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday as evidenced by an upload file submitted no later than the 10th of each month to the District by AALA Teamsters 2010.~~ For payroll purposes, the District shall deduct on a monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to the District by AALA **Teamsters 2010** Unit J.

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for Union dues/fees or Union-sponsored insurance, the District shall make an appropriate adjustment on an immediate subsequent pay warrant. The Union agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 **Remitted to the Union**: A deposit approximating the amount of dues so deducted shall be remitted to the Union on payday, and the reconciled amount will be supplied to the Union within thirty (30) days after the deductions are made, ~~together with a list of affected employees.~~ **The Deductions Process Report (DPR) will be provided on a monthly basis prior to the receipt of the remittance monies. The report shall include the employee number, first initial and last name, and amount withheld.**

3.0 **Exclusive to the Union**: Payroll deductions for membership dues from employees shall be exclusive on behalf of the Union, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

4.0 **Implementation dates**: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Administration by the deadline for filing time reports.

4.1 **Indemnity/Hold-Harmless**: The Union agrees to indemnify and hold the District harmless against any and all liabilities (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to the

Article VIII – Union Security and Dues Deduction

District's compliance or attempted compliance with either this Article or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of any litigation arising under this Article. In no case shall District funds be involved in any remedy relating to dues deductions. Any underpayments to the Union resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to the Union resulting from excessive deductions shall be remedied either by refund from the Union to the affected employee(s) or by a credit against future payments by the affected employee(s). **CCL**

4.2 The District will furnish any information needed by the Union to fulfill the provisions of this Article. Likewise, AALA ~~Unit J~~ **Teamsters 2010** will furnish any information needed by the District to fulfill the provisions of this Article.

4.3 The District shall remain neutral regarding an employee's membership in the Union and shall not attempt to resolve disputes between AALA Teamsters Local 2010 and represented employees concerning union membership or deductions. The District will direct employee questions or concerns regarding Union membership, including requests to change or cancel deduction, to AALA Teamsters Local 2010.

TA
5-1-25

[Unit J] ARTICLE IX
HOURS OF WORK

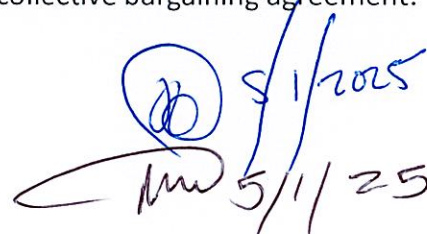
1.0-2.1 Current Contract Language (CCL)

2.2 When the work demands involve significant extended hours of work within a given pay period, flexible ~~reduced~~ hours in the same or following pay periods may be taken with the prior approval of the immediate supervisor, in up three (3) ~~two (2)~~ subsequent pay periods (90 days). This period and may be extended increased during an emergency at the discretion of the supervisor so that long as such absence does not interfere with the continued operational obligations of the employee, work unit, or District. ~~Approved flex hours if such time can be accommodated it~~ will be scheduled by the supervisor, in consultation with the employee. Granting and/or scheduling use of flexible ~~reduced~~ hours shall not be done on an arbitrary, capricious, or discriminatory basis, nor shall it be denied or limited for any of these reasons. Flexible hours may be used on consecutive days or in up to 8 hour increments upon mutual agreement of the employee and the supervisor.

- a. Emergency call responses shall be subject to the provisions of Section 2.2.
- b. In instances where a Unit J member can demonstrate that they performed 75% of the duties of their immediate supervisor who was absent for more than 5 days, flex time may be offered subject to the provisions of Section 2.2.

2.3 The District and AALA/Teamsters 2010 shall jointly provide training on an annual basis twice a year to District management and ~~for Unit J~~ supervisory staff with respect to the granting and/or scheduling use of flexible ~~reduced~~ hours in accordance with the collective bargaining agreement.

...

Handwritten signature and date: 5/1/2025

① S/1/2025 TA
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ARTICLE X
EVALUATION PROCEDURES

1. Purpose of the Evaluation System: The overall purpose of the employee evaluation system is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the District. Evaluations are therefore intended: (a) to provide the employee with information regarding the status of his/her performance and quality of work; (b) to provide the immediate administrator with current reports and permanent records on the performance of the employee; and (c) to provide focus upon performance improvement and enhance the quality of services to the public and to the schools. An evaluation shall not be used as discipline in and of itself; however an evaluation may be used as evidence of the quality of the employee's performance as observed by the evaluator, and that an employee was provided notice of performance deficiencies. **Current Contract Language (CCL)**

1.1-1.2(a)-(d) CCL

e. Performance Deficiencies: If any category on the performance report is rated lower than ~~"meets standards"~~ **"Acceptable"** the following will be included in the evaluation:

1. statement of the problem or concern;
2. the desired improvement;
3. suggestions as to how to improve; and
4. provisions for assisting the employee.

f. Lower Than Overall ~~"Meets Standards"~~ "Acceptable" Evaluations: If on an annual evaluation, an evaluator rates an employee's overall performance as lower than ~~"meets standards"~~ **"Acceptable"**, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that rating. If the employee was not previously so advised, then the evaluator shall note the reason.

1.2(g) CCL

1.3-5.0 CCL

5.1 At a reasonable time not to exceed two (2) business days before a pre-disciplinary meeting, unless there is a legitimate reason for not providing it before the pre-disciplinary meeting, the District will provide the employee written documents that support the issues to be discussed at the meeting.

a. If, following the pre-disciplinary meeting, additional written materials are obtained by the District that support the issues discussed at the pre-disciplinary meeting, the District will provide the written materials to the employee within a reasonable time after they are obtained.

b. No later than five (5) working days prior to the Skelly meeting, the District will make available to AALA/Teamsters, all materials upon which the charges are based.

6.0-7.0 CCL

mw @ 11/19/25
TA @ 11/19/25

ARTICLE XIII LEAVES OF ABSENCE

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2.0 Rights Upon Return: Any employee returning from a leave of ninety (90) days or less will be returned to the location from which the leave was taken except that the employee may be transferred if such a transfer would have been made if the employee had been on duty. An employee returning from a leave of more than ninety (90) days will have return rights only to a position in his/her their class unless mandated by law.

3.0 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in Section 9.3 of this Article.

3.1

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6.0 Cancellation or Early Return From Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted in the event there is a vacancy in the position and the employee is able to perform the essential functions of the job with or without a reasonable accommodation as substantiated by medical documentation, unless there are no vacancies in the job classification. Exceptions may be made in the sole discretion of the District.

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8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of an member of the employee's immediate qualified family member as defined below, and if requested, provided acceptable proof of death and relationship is provided within thirty (30) days from the first day of bereavement leave, if requested and the leave of absence commences within twelve (12) months. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) days shall be granted. Employees not traveling out of state and traveling less than 200 miles may elect to take an additional two (2) days of bereavement utilizing personal necessity, vacation, or unpaid leave. The immediate family qualified family

Article XIII - Leaves of Absence

member is defined as the following relatives of the employee:

- a. Spouse or cohabitant who is the equivalent of a spouse; or domestic partner;
- b. Parent (includes in-law, step, foster, of cohabitant who is the equivalent of a spouse);
- c. Grandparent (includes in-law, step);
- d. Child (includes son/daughter-in-law, step and foster child);
- e. Grandchild (includes grandchild of spouse, step and grandchildren);
- f. Sibling
- g. Sister; and
- g. Any relative living in the employee's immediate household.
- h. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated person when the employee requests a leave for family care, medical, bereavement, and/or kin care).

A permanent employee may interrupt or terminate vacation to take bereavement leave.

9.0 Pregnancy and Related Disability Leave (Paid and Unpaid):

9.1 Paid Disability Leave: For that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave pursuant to Section 11.0 of this Article.

9.2 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as ~~she~~ their and her physician determines that ~~she~~ they must be absent ~~herself~~ themselves due to pregnancy disability. The District will engage in the interactive process to ensure the pregnant employee can stay in active duty as long as possible with or without a reasonable accommodation. ~~provided that she can and does continue to perform the full duties and responsibilities of her position.~~ The District may require the employee ~~must also to supply~~ provide to the District ~~her~~ their physician's certification as to the beginning and the ending dates of actual pregnancy-related

Article XIII - Leaves of Absence

disability for which paid illness absence is claimed and ~~her~~ their physician's release to return to active duty.

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12.0 Industrial Injury/Illness Leave (Paid): An employee who is absent from District service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are received under the workers' compensation laws, shall be entitled to a paid leave of absence under the following conditions:

a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;

b. Allowable paid leave of absence shall not be accumulated from year to year;

c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness. If, as a result of the temporary disability payments, the employee receives more than his/her normal gross salary in any given pay period, any overpayment shall be deducted from future salary warrants. If such recovery occurs more than two (2) pay periods after the overpayment, the District may within its discretion, upon written request by the affected employee, establish a repayment plan for such overpayments not to exceed three pay periods.

d. When an authorized leave of absence continues into the next fiscal year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and

e. Each employee who ~~has received~~ sustained a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury or illness on a form to be provided by the District. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The site administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on the District's Medical Provider Network Emergency Medical Panel or a pre-designated physician with written notice to the District of their pre-designation prior to an injury in accordance with labor code 9780.1.

Article XIII - Leaves of Absence

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~~12.3 An employee absent under this Section shall remain within the State of California unless the District authorizes the travel outside the State.~~

...

19.5 Professional Development Leave: The District may grant up to one (1) paid day to employees in permanent status for the use of attendance in professional development activities, under the conditions specified below:

a.) The professional development activity shall be time reported as vacation (VA) or personal necessity (PN) at the time the course is taken. After employee has successfully completed course, submitted verification of successful completion and received tuition reimbursement, employees may request in writing to their supervisor that his/her vacation or personal necessity be restored to their respective benefited time bank and replaced with miscellaneous time (MS).

b.) Employees with insufficient balances in their vacation or personal necessity banks are ineligible.

c.) Employees must submit to their supervisor a one (1) paragraph statement describing:

1. How the professional development activity contributed to their own professional growth.
2. How the professional development activity will be beneficial to their department and the District.
3. Steps they will take to ensure that the skills they learned will be incorporated into their day to day work.

CCL

20.0 Family Care and Medical Leave/California Family Rights Act (FMLA/CFRA): ~~At~~ A paid or unpaid Family Care and Medical Leave (FMLA) and/or California Family Rights Act (CFRA) shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least twelve (12) months and who has ~~served for~~ worked at least one hundred thirty days (130) equivalent workdays during the twelve (12) months immediately preceding the ~~effective date of the first day of~~ leave. For purposes of this section, furlough days, miscellaneous natural disaster (MSND) and days worked during off-basis time shall count as "workdays". ~~Family Care and Medical Leave FMLA and CFRA~~ absences of twenty (20) consecutive working days or less can be granted by the immediate administrator, manager, supervisor or designee. Leaves of twenty (20) or more consecutive working days can be granted only by submission of a formal leave

Article XIII - Leaves of Absence

application to the ~~Classified Personnel Assignments~~ Employment Transactions Services Branch.

20.1 Definitions: For purposes of ~~Family Care and Medical Leave FMLA and/or CFRA~~, the following definitions shall apply:

(1) ~~"Child" means a~~ Child: A biological, adopted or foster child; a stepchild; a legal ward; child of a domestic partner (CFRA only), grandchild (CFRA only); or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability. A biological or legal relationship is not necessary for a person to have stood "in loco parentis" to the employee as a child.

(2) ~~"Spouse" means a~~ Spouse: A husband or wife of an employee, including same-sex or common-law marriage entered into in a State that recognizes such marriages;

(3) ~~"Parent" means a~~ Parent: A biological, foster, or adoptive parent; parent-in-law (CFRA only), grandparent (CFRA only) or a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.

(4) ~~"Family member" means~~ Family member: "child", "spouse", or "parent" as defined above.

(5) Sibling (CFRA only): A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

(6) Designated Person (CFRA only): Any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one (1) designated person per 12-month period. The designated person may be identified by the employee at the time the employee requests a leave for family care, medical, bereavement, and/or Kin Care.

(7) Next of Kin (FMLA Servicemember Leave Only): Nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter.

(8) ~~"Serious health condition" means an~~ Serious health condition: An illness, injury (including, but not limited to, on-the-job injuries and pregnancy), impairment, physical, or mental or other condition that involves either "in-patient care" or "a regimen of continuing treatment" by a health care provider.

(9) Incapacity: An inability to work, attend school, or perform other regular activities due to a serious health condition, treatment thereof, or recovery therefrom.

(10) ~~"Inpatient care" means a~~ Inpatient care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in this Section or other medical facility and includes any subsequent treatment in connection with inpatient care.

(11) Intermittent leave: Leave taken in separate periods of time due to a serious health condition, rather than one continuous period of time.

(12) ~~"Continuing treatment" means~~ Continuing treatment: In person treatment by a "health care provider" that involves one or more of the following:

Article XIII - Leaves of Absence

(a) a period of incapacity of more than three consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two or more treatments by a "health care provider", or treatment by a "health care provider" on at least one occasion that results in a regimen of continuing treatment under the supervision of a "health care provider";

(b) any period of incapacity due to pregnancy (including morning sickness);

(c) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches);

(d) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and

(e) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three days if not treated.

(813) "Health care provider" means a Health care provider: A licensed physician, surgeon, osteopathic physician or surgeon, podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X- ray), nurse practitioner, nurse midwife, clinical social worker, physician assistant, or a Christian Science Practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts, or any other person determined by the Secretary of Labor to be capable of providing health care services.

20.2 Reasons for Leave: An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward for one or more of the following reasons:

a. Birth of an employee's child. Leave must be completed prior to the child's 1st birthday.

b. Placement of a child with the employee for adoption or foster care, including time to prepare for the placement, as well as bonding time after the birth or placement of the child. Bonding must be completed within one (1) year of the child being placed with the employee.

c. To care for the employee's own serious health condition, including incapacity due to pregnancy (CFRA), childbirth (CFRA), or related medical conditions, that makes the employee unable to perform one or more essential functions of the employee's job. CFRA applies after employee has exhausted Pregnancy Disability Leave (PDL). See PDL benefit in Section 9.0 above

d. To care for the employee's child, parent, parent-in-law (CFRA only), spouse, domestic partner (CFRA only), grandparent (CFRA only), grandchild (CFRA only), sibling (CFRA only), or designated person who has a serious health condition,

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including incapacity due to pregnancy, child birth, or related medical conditions.

e. Any qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, child, or parent in the United States Armed Forces.

f. An eligible employee's FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12-month period measured forward for the following reason:

i. To care for the employee's child, parent, spouse, or next of kin who is undergoing medical treatment, recuperation, or therapy, or is otherwise on the temporary disability retired list for a serious injury or illness while on active military duty in the Armed Forces. Family Care and Medical Leave may be granted for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within twelve (12) months of the birth, the adoption, or the foster care placement of the child. In addition, leave may be granted because of the serious health condition of a child of the employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

20.3 Length of Leave:

a. An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward from the beginning date of absence for any of the reasons specified in Section 20.2 above.

b. FMLA and CFRA leave run concurrently when the qualifying reason(s) for both FMLA and CFRA is the same with the exception of pregnancy, childbirth or related medical conditions under PDL in Section 9.0 above. In such cases, CFRA may only be taken after the employee has exhausted the leave permitted under PDL.

c. FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12 month period measured forward.

The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave. The next 12-month period would begin the first time Family Care and Medial Leave is taken after completion of any previous 12-month period.

Any leave an employee takes for the reasons specified in Section 20.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of

Article XIII - Leaves of Absence

~~Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full twelve (12) weeks of Family Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.~~

20.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for ~~bonding reason of the birth, adoption, or foster care placement of a child of the employee~~, the basic minimum duration of the leave shall be two (2) weeks; however, the District shall grant the employee leave of less than two (2) weeks' duration on two occasions. If the leave is taken for a serious health condition of the employee or of the employee's family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short a time as one (1) hour (can be less than one [1] hour, if necessary).

If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position ~~may~~ shall first include an attempt to reasonably the altering of alter the employee's current job. ~~The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits.~~ Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had prior to the leave. ~~when the leave started.~~

20.5 Notification: If the need for the ~~Family Care and Medical Leave FMLA and/or CFRA leave~~ is foreseeable more than thirty (30) calendar days prior to the employee's need for leave, the employee shall give at least thirty (30) days notice. If less than thirty (30) days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within two (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment ~~or supervision~~, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment ~~or supervision~~ to avoid disruption to the District's operations. In giving notice, the employee must include the qualifying event for which the leave is needed, e.g., birth of a child, serious health condition of parent, etc.

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20.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes: (1) the date, if known on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and (4) a statement that the serious health condition warrants the participation of the employee to provide care. If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the leave application, medical certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than fifteen (15) calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this Article Section.

In the case of leave due to a serious health condition of the employee, the District reserves the right as allowed by law, to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. The third health care provider, if necessary, shall be jointly approved by the District and the employee and this provider's opinion shall be binding. If the employee's leave has already begun during this medical review process, the employee will be considered to have taken ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, pending the result of the examinations by the second and, if necessary, third health care provider.

If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider.

20.7 Restrictions: In the event that parents who are both District employees each wish to take ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be twelve (12) workweeks during a 12-month period, as defined in Section 20.3 above. These employees will still be eligible to take the remainder of their individual twelve (12) workweek allotment for

Article XIII - Leaves of Absence

~~Family Care and Medical Leave~~ FMLA and/or CFRA leave for a purpose other than the birth, adoption or foster care placement of a child.

20.8 Compensation: The ~~Family Care and Medical Leave shall be an unpaid leave.~~ FMLA and/or CFRA leave can be paid, unpaid or a combination of both. An employee who takes ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave for the employee's own serious health condition and who has accrued illness days and/or vacation days, shall be required to utilize those days before going unpaid. An employee who takes FMLA and/or CFRA leave to care for the employee's spouse, domestic partner, parent, child, grandparent, grandchild, sibling, designated person and/or child shall be required to utilize any available Personnel Necessity and vacation time. All other time is unpaid. ~~and who has accrued vacation may elect, or the District may require, the employee to utilize vacation for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition may elect, or the District may require, the employee to utilize accrued illness days for the leave.~~ During the leave, the District will continue to provide the health benefits package, and maintain the District contribution obligation pursuant to Article XV (Health and Welfare), during the ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than thirty (30) days after returning from the leave (unless the employee retires within thirty (30) days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve (12) workweeks. Accordingly, if an employee combines pregnancy leave with a ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, the employee will only be entitled to continued health benefits for the first twelve (12) workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence.

20.9 Seniority: Accrual of seniority credit for the period of ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave shall be in accordance with Personnel Commission Rule 740.

20.10 Certification to Return to Work: The provisions of Section 11.6 and 11.7 shall apply to employees returning to work from a ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave (absence) due to the employee's own serious health condition.

20.11 Early Return From Leave: If the amount of leave needed is ~~actually~~ less than initially requested, the employee must notify the District of such an occurrence. Once the employee provides such notification, the District must reinstate the employee to the same or equivalent position within two (2) days.

Article XIII - Leaves of Absence

~~21.0 Charter School Leave (Unpaid): An employee shall, subject to the limits set forth below, be granted an unpaid leave to serve in an assignment at a Board of Education approved Charter School:~~

~~a. The leave shall be for a minimum of one (1) year. The leave shall be extended upon request of the employee; however, the total period of leave shall not exceed the duration of the initial charter or five (5) years whichever occurs first;~~

~~b. For an employee not assigned to a school or program that is being converted to a Charter School, the leave shall commence at the beginning of the next school year (July 1); exceptions may be provided in the sole discretion of the District;~~

~~c. Salary and benefits received by the employee during the period of leave shall not be the responsibility of the District, but shall be established and provided by the Charter School in accordance with the Charter School petition approved by the Board of Education;~~

~~d. Return from Leave to District service shall be in accordance with the provisions contained in this Article unless the employee has been laid off by the District;~~

~~e. Upon return to District service from a Charter School leave, no employee shall receive more favorable treatment than employees in the same classification who remain with the District;~~

~~f. Employees separated involuntarily from their Charter School assignment may be subject to administrative or disciplinary action by the District for conduct which occurred at the Charter School in the same manner as if the conduct had occurred while the employee was actively employed by the District.~~

22.0 Break in Service: Periods of paid leave of absence shall not be considered a break in service. An employee on any paid leave status shall continue to earn seniority and vacation credit.

23.0 To the extent that Personnel Commission Rule 790 grants additional leave rights greater than those included in this contract and enjoyed by bargaining unit members prior to this Agreement, those rights shall continue as long as they continue in the Personnel Commission Rules. CCL

ARTICLE XIV

WAGES AND SALARIES

1.0 Wages and Salaries: The wages and salaries for Unit employees have been negotiated in good faith between AALA and the District and shall be as set forth in Appendix A of this Agreement. The wages and salaries set forth in Appendix A are intended to, and do, meet any prevailing wage obligations which are or may be imposed upon the District.

... CCL

6.1 A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) days after it is reported to the Payroll Services Branch by the employee's time reporting person, as long as it falls within the terms of 8.0 below.

... CCL

8.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three (3) year period dating from the discovery of the error. Except for recovery of the amounts received by the employee as temporary disability payments from the District's agent, the District will notify an employee of an overpayment via the employee's location timekeeper or by direct written communication. Written communication to the employee will be provided when an overpayment exceeds one hundred dollars (\$100). Where in the judgment of the District the circumstances warrant, the District shall allow the employee to establish a reasonable method of repayment with the Payroll Services Branch.

CCL

8.1 Salary Overpayments: Except as set forth in Article XIII, (Leaves) Section 12.0 (c), when a salary overpayment error has been discovered, the Payroll Branch will notify the employee in writing of the amount and circumstances related to the overpayment and will recommend a suggested method for recovery of the overpayment.

- a. For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, a minimum of three hundred dollars (\$300) per pay period will be deducted. If the overpayment amount exceeds \$7,200, the recovery per pay period shall be the overpayment amount divided into 24 installments.

- b. The employee may request consideration of alternative methods

Article XIV - Wages and Salaries

for recovery of overpayments provided that the time frame for recovery does not exceed the period of time during which the overpayment occurred. If no request is made for an alternative method of recovery within ten (10) calendar days, the recovery shall commence effective with the next pay period using the method recommended by the District in its written notice to the employee.

- c. When the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recommended recovery payment will be as much as the entire amount. In such cases, however, the District will work out a suitable recovery payment schedule with the employee which may be as much as the entire amount within one pay period.

... CCL

10.3 Effective July 1, 2026, the longevity increment schedule for years of qualifying District service shall be:

- \$40 ~~55~~ per pay period after 10 years
- ~~\$55~~ 70 per pay period after 15 years
- ~~\$70~~ 85 per pay period after 20 years
- \$100 per pay period after 25 years
- \$115 per pay period after 30 years
- \$130 per pay period after 35 years

10.4 On any school day that a school site is closed by the Superintendent for safety purposes to employees and students, Unit J employees deployed to work in person at the school site shall receive the same flat-rate stipend, if any, received by members of other bargaining units they supervise who are also deployed to work at the school site, provided all of the following conditions are met:

- a) The Superintendent closes the school.
- b) A regulatory agency has declared an emergency in the area encompassing the school.
- c) Students are non-essential staff are not permitted at the school site.

District Proposal: 3-19-25
AALA TEAMSTERS UNIT J Counter: 5-1-25
District Counter: 5-15-25
District Counter: 7-30-25 [section 3.0]
Union Counter: 7-30-25
District Counter: 9-3-25
Union Counter: 9-3-25
District Counter: 10-9-25 revised
Union Counter: 11-13-25
District Counter: 11-13-25

TD (10) 11/13/25
TA M 11/13/25

ARTICLE XVII

VACATION

1.0 Accrual Rate: ... CCL

2.0 Vacation Cap: ...CCL

3.0 Vacation Scheduling: Consistent with the eighteen (18) pay period vacation cap amount set forth in Section 2.0 above, the following procedure for scheduling of vacation time shall be in effect:

a. Vacation Calendar: By March 15th of each fiscal year, Administrators shall issue an annual vacation calendar for the next ~~school~~ fiscal year. The calendar will include the following:

- (1) A list of all dates when vacation cannot be taken due to operational needs.
- (2) A list of all dates when vacation may be taken by any or all employees.
- (3) A list of all dates when a part of the staff may take vacation, indicating any limits on the number of employees who may take vacation or on the amount of vacation taken.

b. Employee's Proposed Vacation Schedule: Each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following ~~school~~ fiscal year, which schedules vacation for the ~~school~~ fiscal year in amount necessary to assure the employee will not exceed the vacation cap amount.

c. Approvals and Disapprovals: Within fifteen (15) calendar days of receipt of the employee's vacation usage schedule, the administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following ~~school~~ fiscal year, or disapproving the

Article XVII - Vacation

submitted schedule and providing a basis in writing for that denial. Timely-submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed vacation schedule would substantially interfere with the operation of the employee's work unit. If there are conflicting requests, and there is no operational need to select one requested schedule over the other, then District seniority shall be controlling.

d. Changes:

(1) Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency.

(2) An employee whose previously-approved vacation has been changed due to a critical operational necessity shall have the right to meet with administrator and the appropriate Division Head or designee to attempt to informally resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the Division Head or designee shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the fifteen 15-day time limit for filing a written grievance as required by Article V, (Grievance Procedure).

(3) Once an employee's vacation schedule is submitted and approved pursuant to the above, no change or additional requests can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested change or addition shall be subject to approval, and shall not normally cause reconsideration of any other employee's previously-approved vacation schedule. Scheduling decisions shall be based upon the employees' requests (including any special circumstances that the employee may wish to have considered), and the operational needs of the department and site.

(4) An employee who has submitted a vacation schedule and received approval for that schedule, and who is thereafter denied the right to take that vacation because of an extension of the time when vacation is precluded pursuant to Section 3.0 c above, shall be entitled to submit an alternate vacation schedule, which shall not be unreasonably denied.

4.0 District-Initiated Vacation Scheduling: Notwithstanding the above vacation scheduling provisions, the District shall be permitted (but not required) to

Article XVII - Vacation

schedule and require employees to take vacation under the following circumstances:

- a. When the employee fails to provide an annual vacation schedule per Section 3.0 b above;
- b. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in Section 5.0 below;
- c. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline); and
- d. During periods within the employee's assignment basis when the District is closed, when the employee's work site is closed, or when there is a lack of work (unless the employee and the appropriate administrator agree that the employee may go unpaid during such a period). Where assignment of mandatory vacation is necessary due to lack of work as determined by the administrator, volunteers shall be considered first; preference shall be given to employees in the affected classification at the site with the highest site seniority in classification. If the number of volunteers is insufficient, assignment of mandatory vacation shall be to those employees with the highest vacation balance. Exception to the foregoing may be made considering special needs, attendance records, the individual employee's vacation balance, and/or previously approved scheduled vacation.
- e. Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

5.0 Vacation Cap Waivers: An employee who is prevented or prohibited from taking vacation previously approved by the employee's administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee.

6.0 Vacation Pay: Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), in computing pay for vacation, all applicable salary differentials shall be included and vacation shall be paid at the base salary rate in effect at the time the vacation is taken.

Article XVII - Vacation

Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), upon separation from service the dollar value of the employee's current vacation accrual balance (up to the applicable cap) shall be paid as a lump sum at the employee's salary rate at the time of such separation.

7.0 1994 Accrual Bank: Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described eighteen (18) pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 Accrual Bank"). The District will then credit each employee with their 1994 Accrual Bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

a. Should an employee utilize any vacation from their 1994 Accrual Bank while on active status (after exhaustion of their current vacation bank), vacation hours shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 Accrual Bank.

8.0 Attendance Rate Incentive: This Attendance Incentive is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. The Attendance Incentive is as follows:

a. On an annual basis with the attendance period beginning July 1, 2025 through June 30, 2026, permanent employees who exhibit high performance standards in the area of attendance (as defined by District) shall be eligible to receive the following annual incentives:

Staff Annual Attendance Rate of 96%: \$100.00

Staff Annual Attendance Rate of 97%: \$200.00

Staff Annual Attendance Rate of 98%: \$300.00

Staff Annual Attendance Rate of 99%: \$400.00

Staff Annual Attendance Rate of 100%: \$500.00

8.1 Attendance Incentive Plan: A vacation-earning employee who accumulates a total of fifty (50) days or more of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee, whose full pay illness absence credit earned subsequent to June 30, 1995, thereafter, drops below fifty (50) days or more shall not be entitled to additional vacation under this section, except pursuant to paragraph (a).

a. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days and earned subsequent to June

Article XVII - Vacation

30, 1995, shall entitle the employee to one (1) additional vacation day.

b. Any unit member who has already received the benefit(s) described in this provision prior to its inclusion in this Article shall not be eligible to receive the same or duplicative benefit again by reason of the provision's incorporation into the agreement.

ARTICLE XIX

TIA
5-1-25

TUITION REIMBURSEMENT

1.0 Tuition Reimbursement: The District may grant tuition and other reimbursement to employees in permanent status, under the conditions specified below:

a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

b. Costs that may be reimbursed are tuition, other mandatory fees, books, and other training materials that are required for the specific course. Traveling expenses, parking fees, student body fees, the cost of paper, pens, notebooks, equipment, and other costs shall not be reimbursed. Tuition reimbursement shall be limited to a maximum of one thousand ~~one~~ four hundred dollars (\$1,400) for any individual employee during any twelve (12) month period. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

...

5/1/2005
5/1/25

ARTICLE XXI

JOB STEWARDS

1.0 Job Stewards: At each work location, the Union will have the right to designate, pursuant to its own procedures, one employee to serve as the Job Steward for that work location. The Union shall inform the Office of Staff Labor Relations in writing of each employee so designated. The Job Steward shall have the right to:

a. Represent an employee at ~~that~~ Education Service Center a work location, upon request, in a grievance meeting as expressly provided for in Article V (Grievance Procedure), Section 2.1, and Article X (Evaluation and Disciplinary Procedures), Section 3.0. Upon request of a Job Steward serving as a representative described above, the responsible administrator shall, whenever operationally practical, reschedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance on appeal.

b. On his/her own time (outside of duty hours), coordinate Union meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

c. Post, initial, and date official Union notices on a bulletin board space designated by the site administrator for such purposes; and

d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

2.0 In addition to union officers referenced in Article IV, section 5.1, up to six (6) Job Stewards annually identified by AALA Teamsters 2010 may also utilize the provisions of section 5.1 of Article IV Union Rights to attend union steward training.

ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2028, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations as follows:

3.0 Negotiations for Successor Agreement: Negotiations for the successor agreement to this Agreement shall commence at the request of either party any time after January 1, 2028.

AALA UNIT J PROPOSAL 2-26-26
DISTRICT COUNTER PROPOSAL 2-26-26
DISTRICT COUNTER: 3-20-26

SIDELETTER BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
ASSOCIATED ADMINISTRATORS OF LOS ANGELES/TEAMSTERS, LOCAL 2010

The purpose of this Sideletter is to memorialize the agreement between the Los Angeles Unified School District ("District") and Associated Administrators Los Angeles/Teamsters Local 2010 ("Unit J"), regarding the process when salary compression is identified.

Upon identification by AALA Teamsters of one or more specific classifications for which AALA Teamsters has a concern regarding compression between the identified classification (s), and one or more classifications they supervise, the District will meet with AALA Teamsters within ninety (90) days to discuss the concerns.

After discussion, the parties may refer those concerns to the Personnel Commission for review and evaluation.

This Sideletter shall remain in effect until June 30, 2028 and may be renewed by mutual agreement.

For AALA:

DATE

For LAUSD:

DATE