

SEIU, Local 99
Unit C
MEMORANDUM OF UNDERSTANDING
2024-2027

This Tentative Agreement is made and entered into this ____ day of February, 2026 by and between the Board of Education of the Los Angeles Unified School District (“District”) and SEIU, Local 99 for employees in Unit C (SEIU).

Pursuant to the parties’ 2021-2024 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2024-2027 Agreement is the successor to the parties’ 2021-2024 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties’ 2021-2024 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. **2024-2025:**

Salary Increase 6%:

Effective July 1, 2024, all SEIU bargaining unit members in Units B, C, F and G shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2024.

Effective January 1, 2025, all SEIU bargaining unit members in Units B, C, F and G shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables December 31, 2024.

II. **2025-2026:**

Salary Increase 4%:

Effective July 1, 2025, all SEIU bargaining unit members in Units B, C, F and G 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 SEIU bargaining unit members in Units B, C, F and G 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.

III. **2026-2027:**

Salary Increase 3%:

Effective July 1, 2026, all SEIU bargaining unit members in Units B, C, F and G shall receive a 1.5% 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 SEIU bargaining unit members in Units B, C, F and G shall receive a 1.5% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect December 31, 2026.

The District will make every effort to pay all negotiated increases, including retroactive increase and bonuses if applicable as soon as possible following adoption by the Board of Education.

C. **ADDITIONAL AGREEMENTS:**

1. Article IX – Hours and Overtime
2. Article XII – Bus Operations Bidding Procedures
3. Article XIV - Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
4. Article XVI – Holidays
5. Article XVII – Vacation
6. Article XX – Tuition Reimbursement
7. GAI Task Force Sideletter
8. Unassigned Days Sideletter
9. Work Year Calendar Sideletter
10. MMB Truck Operations Bid Procedures

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this Agreement, the parties agree to a new three-year term, making the successor term July 1, 2024 through June 30, 2027. The parties have been in negotiations for this successor and these negotiations have concluded.

E. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the membership of Unit C and adoption by the LAUSD Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2027, 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 no reopeners.

Date of agreement: _____

By: _____
On Behalf of LAUSD

By: _____
On Behalf of SEIU

Adopted and approved by the Board of Education on _____, 2023.

By: _____
Scott Schmerelson, President
LAUSD Board of Education

SEIU Initial Proposal 6-7-2024
District Counter 7-24-2024
SEIU Counter 10-18-2024
District Counter 4-29-2025

UNIT C
ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

1.1 The workyear of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

Current Contract Language

1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District. However, when the District establishes a different workweek for any classification of employees, it shall notify the Union of its intent 10 working days before change is effective and upon request shall bargain with the Union over the impact and effects of the change to the affected classification of employees. Such bargaining shall not delay the implementation of the change.

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District.

Current Contract Language

1.4 Prior to any substantial change of a permanent nature that affects a group of employees' work week, daily hours of work, and/or work shift, the employees involved shall be given reasonable advance notification. The Union shall be advised and provided an opportunity to consult with the District regarding such a substantial change for a group of employees. However, these consultation rights shall not operate to stop or stay the change during such consultation.

- a. Prior to a permanent change of a work week from Monday to Friday, the District will:
- (1) Give the employee(s) in the affected classification four (4) weeks' notice.
 - (2) Request volunteers to assume the work week change.
 - (3) Give priority to the employee who assumed the new work week to return to a Monday to Friday work week should a vacancy occur.

1.5 – 1.7 – No Changes

UNIT C
Article IX - Hours and Overtime

1.8 Assuming no substitute relief is provided, the District shall equitably distribute an absent employee's workload among other employees in the same classification reporting to the same supervisor when such absence is prolonged (or daily, in the case of Building and Grounds Workers) or is the result of a reduction in position(s) at the site. The foregoing provision is inapplicable to employees in pupil transportation.

Hold on response.

1.9 – No Changes

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. ~~Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy - Transportation Branch".~~ Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill). No subcontracted employee shall be offered any overtime hours before all eligible district employees at the site/location have been offered the work.

- a. Bus Drivers: In order to meet operational needs, Bus Drivers may exceed 44 hours of overtime in a month and will maintain an overtime cap of 528 hours per fiscal year. Overtime hours will continue to be distributed equitably among qualified employees as noted in 2.0 above.
- b. In the event of last-minute trips, field trips, or emergencies, the closest available driver will be assigned, with preference given to District drivers.

2.1 – 2.2 – No Changes

2.3 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for any work authorized and performed on the seventh (7th) day following the

UNIT C
Article IX - Hours and Overtime

commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

Current Contract Language

2.4 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-1/2) times the regular rate of pay for actual hours worked.

Current Contract Language

3.0 Meal Period: Employees who are assigned for duty for at least six (6) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

Current Contract Language

4.0 – 6.0 – No Changes

6.1 Transportation: Temporary Additional Hours: Temporary, additional hours available shall be distributed equitably first among those qualified District employees at an area who volunteer for such hours provided, however, that such increase in hours should not result in making part-time employees full-time. These temporary additional hours will not adjust a driver's bid priority number, status or work area. Hours shall be distributed to employees who have volunteered up to 8 hours a day and/or 40 hours a week and may work overtime as the operations require. The parties agree to discuss the method of reporting additional hours in the Labor Management Committee.

The parties commit to continued conversations in the Labor Management Committee about assigning more permanent hours to bus drivers, when consistent with the needs of the service. The results of the study shall be provided to the negotiations team for bargaining.

Hold on response.

7.0 – 7.1 – No Changes

8.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses and school bus driver certificates) or in meeting employment requirements established at the time of initial entry into the job class.

UNIT C
Article IX - Hours and Overtime

Hold on response.

9.0 – No Changes

New Section Unassigned days

~~Employees shall be paid at their regular rate of hours and pay during all unassigned days.~~

~~There shall no longer be unpaid unassigned days.~~

See Proposed Sideletter

SEIU Initial Proposal – 5/15/2024

District Counter – 10/18/2024

District Counter – 5/22/2025 (Sections 1.2 and 1.4)

Unit C

Article XII - Bus Operations Bidding Procedures

1.0 – No Changes

1.2 Annual Bid Procedure: Driver assignments for the school year shall be made annually based on the results of the annual bid process. There shall be separate annual bid processes for heavy bus drivers and light bus drivers. The bid process' times and dates shall be announced no later than two (2) weeks prior to the respective annual bid process. Several copies of the bid lists by class and the information concerning routes, parking locations, buses assigned, and supervisors that have been made available in the past shall be made available at District garages and Area Bus Supervisors' offices to drivers eligible to bid in person and online as soon as practicable prior to the bid process. A driver may request clarification of the bid list prior to the bid, provided, however, that the bid list presented and used at the bid shall be deemed final.

- a. District will make available all routes for which there is available compatible equipment (i.e. appropriate lift capacity, fuel type, terrain capability, range capability, etc.).

1.3 – No Changes

1.4 Drivers will first bid a route and then an appropriate bus from the yard from which the route originates. The capacity of the bus bid shall be compatible with the capacity of the route bid. Drivers bidding a cover route shall not be eligible to bid a bus.

1.5 Full-time drivers shall be given first opportunity to bid on full-time routes. If a full-time driver is an eligible bidder but does not participate in the annual bid, a full-time route shall be reserved for the driver. ~~Once established, a full-time bus driver position shall be eliminated only through attrition. To the extent that actual savings generated by the addition of five lower salary steps to the salary schedules after subtraction of the cost for the uniform allowance increases referred to in Article XIV, Section 2.2c are sufficient to finance it, the District will seek to increase the number of full-time bus drivers toward a goal of ten percent (10%) of the total of District bus driver positions by the establishment of one (1) full-time position for every three (3) bus drivers hired at the reduced salary rate. In the event that the total number of bus driver positions is reduced for any reason, the District may institute a hiring freeze on full-time bus driver positions until the number of full-time bus driver positions drops below ten (10%) of total District bus driver positions.~~ After all full-time drivers have bid and full-time routes assigned or reserved in accordance with the foregoing procedures, a full-time light bus driver position shall be filled by the most senior part-time light bus driver who has the highest place on the bid list and who will accept the position. A full-time heavy bus driver position shall be filled by the most senior part-time heavy bus driver who has the highest place on the bid list and who will accept the position.

All rights and obligations provided in this section are subject to and limited by the Education Code.

SEIU Initial Proposal – 5/15/2024

District Counter – 10/18/2024

District Counter – 5/22/2025 (Sections 1.2 and 1.4)

1.6 – 4.1 – No Changes

5.0 Weekend Trips: Drivers who are unavailable for overtime weekend trips that are charged to their "overtime account" shall only be charged that amount of overtime the turned down trip actually took.

Drivers who are unavailable for overtime due to illness, personal necessity or unpaid leave during the regular workweek shall be charged two (2) hours of overtime on the day absent.

A. If a weekend trip is cancelled the day of the scheduled trip and no additional work is available the driver shall remain on standby at the bus yard for a minimum of 2-hours prior to being released, and will be paid for the time spent on standby. (No Change from 10-18-2024 Proposal)

6.0 – 9.0 – No Changes

Unit C
ARTICLE XIV

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS
AND CERTAIN SALARY PRACTICES

1.0 – 2.0 – No Changes

2.21 Uniforms:

a. If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems and cards for employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall return any unused coupons/vouchers, etc., upon separation from service or termination of the assignment. Pursuant to California Code of Regulations Section 571, the District will report as special compensation to CalPERS the monetary value of any District issued uniforms provided up to \$200.00. Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

b. The district shall, for the duration of this Agreement, continue to provide and/or make available to the employees the uniforms, uniform allowances, protective gear and equipment (for example, wraparounds for cafeteria employees and housekeepers at cafeteria and children's center sites) which the District currently provides to employees under District practice, provided, however, that uniforms for bus drivers, truck drivers and employees in related classes shall be governed by the specific provisions in 2.2c 2.1 c and 2.1 d below. One (1) lightweight jacket shall be provided to each Bus Park attendant and uniforms for Building and Grounds Workers shall be governed by 2.2 d 2.1 e below.

c. Bus and Truck Drivers and employees in related classes: All initial basic uniforms and replacement items shall be provided by District-approved vendors (at least one of which shall be located in the San Fernando Valley). No employee will receive a cash reimbursement for such items. The District shall pay the vendors directly. The initial basic uniform shall consist of the following: one (1) jacket, four (4) shirts, four (4) pairs of trousers (female drivers may substitute skirts for any or all of the pairs of trousers), two (2) ties (optional), and one (1) belt; unless precluded by safety concerns, two (2) pairs of shorts may be substituted upon request for two of the four pairs of trousers. Employees shall be issued up to two

Unit C
Article XIV - Wages and Salaries

(2) identification badges each year; additional badges must be purchased by the employee at \$3 each. The first year of employment, all new employees shall receive the initial basic uniform allowance of \$350. In subsequent fiscal years, employees may acquire replacement items not to exceed ~~\$125~~ \$175 per fiscal year for bus drivers, ~~and \$175 per fiscal year for truck drivers and related classes~~. Initial basic uniforms and replacement items provided by the District shall be returned to the District upon separation from the service or termination of the assignment. Pursuant to California Code of Regulations Section 571, the District will report as special compensation to CalPERS the monetary value of any District issued uniform voucher provided up to \$175.00. Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

d. Materiel Management Branch/Truck Operations: All initial basic uniforms and replacement items shall be provided by District approved vendors for employees required to wear uniforms. No employee will receive a cash reimbursement for such items and there will be no transference of unused funds between vouchers. The District shall pay the vendors directly. Employees shall be issued up to two (2) identification badges each year; additional badges must be purchased by the employee at \$3 each. After the completion of the probationary period, all new employees shall receive an initial basic uniform allowance to purchase five (5) shirts, five (5) pants/shorts (one pair of pants minimum is required), one (1) jacket, and rain jacket. In subsequent fiscal years, employees may acquire replacement items not to exceed \$225 for uniforms. Initial basic uniforms and replacement items provided by the District shall be returned to the District upon separation from service or termination of the assignment. Pursuant to California Code of Regulations Section 571, the district will report as special compensation to CalPERS the monetary value of any District issued uniform voucher provided up to \$225. Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

e.e. For Building and Grounds Workers (class codes 4075, 4088, and 4068 only) the initial basic uniform shall consist of six (6) T-shirts with a District or Facilities Services Division emblem. Once uniforms are issued, it shall be mandatory for employees to wear their uniform at all times while on duty except when excused in writing by the employee's administrator or designee. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear. Pursuant to California Code of Regulations Section 571, the District will report as special compensation to CalPERS the monetary value of any District issued uniform voucher provided up to \$175.00. Any uniform article deemed creditable to CalPERS will be subject to both

Unit C
Article XIV - Wages and Salaries

employee and employer contributions. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

2.32 Daily Food Allowance: The District shall provide a daily food allowance of one meal, either a National School Lunch or breakfast (including an adult beverage in lieu of milk), or its equivalent based upon Board approved adult meal prices, to adult kitchen workers at schools, the Nutrition Center and Children's Centers. Children's Center Housekeepers who are assigned duties including food preparation and/or service shall also receive the food allowance.

2.43 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

For automobiles of employees who are assigned to haul District authorized materials, tools, supplies and/or equipment in excess of 75 pounds in a single trip ~~large quantities of materials or tools or both~~ in their automobiles or by attached trailers, ~~upon recommendation of the division head, when specifically approved by the Superintendent or his designated representative:~~

~~Seven (7)~~ ten (10) dollars for each day or part of a day worked,
plus the Internal Revenue Service established standard
business rate for all miles

~~"Large quantities of materials or tools or both" shall be construed to mean materials or tools of such excessive weight, bulk, or injurious nature that unusual wear or serious injury to the automobile may occur.~~

No Changes From 6/27/2025 Counter

2.54 Emergency Vehicle Breakdown: In the event of an emergency vehicle breakdown during regular work hours, employees who are eligible to receive the flat rate pursuant to Section ~~2.4~~ 2.3 above, shall be allowed up to two (2) paid hours to arrange for the repair of the vehicle. However, in the event that extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their superior of such circumstances and obtain appropriate approval. The employee shall notify ~~his/her~~ their immediate supervisor immediately to report the breakdown. Any breakdown time permitted under this section shall, at the sole discretion of the immediate supervisor, be charged to personal necessity, vacation or regular assigned hours.

3.0 – 3.5 – No Changes

3.6 Language Differential:

3.6 a-c – No Change

Unit C
Article XIV - Wages and Salaries

d. Eligible full-time employees shall be paid at the rate of ~~\$.2875~~ \$1.00 per hour, if required to speak, read, and write a non-English language, or ~~\$.175~~ \$.50 per hour if only required to converse in a non-English language.

e. Eligible full-time employees who have passed the District sign language test at Level I shall be paid at the rate of ~~\$.2875~~ \$1.00 per hour if required to converse in sign language. Eligible full-time employees who have passed the District sign language test at Level II shall be paid at the rate of ~~\$.175~~ \$.50 per hour if required to converse in sign language.

No Changes From 6/27/2025 Counter

3.6 f-h – 6.0 No Change

7.0 Payroll Errors:

7.1 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed, and a warrant ~~will be mailed~~ made available for pick-up within (3) three work days unless employee has previously requested ~~requests~~ that the warrant is made available for pick up. ~~be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that a Off-Cycle Pay Warrant be made available for pick-up within (1) one work days unless employee requests that the warrant be mailed.~~

No Changes From 6/27/2025 Counter

7.1 a-c – 8.0 – No Change

9.0 Longevity Increment: All unit members who have completed the required years of District service, as defined below, shall be eligible to receive a longevity increment.

9.1 The longevity increment shall become effective on July 1st ~~the first day of the second Special School month~~ following completion of the qualifying number of years of service.

9.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

9.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime but shall not affect salary allocation upon

Unit C
Article XIV - Wages and Salaries

promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

9.4 The longevity increment schedule for years of qualifying District service shall be:

~~\$.15625~~ \$.31250 per hour after 10 years
~~\$.18750~~ \$.37500 per hour after 15 years
~~\$.21875~~ \$.43750 per hour after 20 years
~~\$.25000~~ \$.50000 per hour after 25 years
~~\$.28125~~ \$.56250 per hour after 30 years

No Changes From 6/27/2025 Counter

10.0 – 12.0 – No Change

Unit C
ARTICLE XVI

HOLIDAYS

1.0 Holidays: An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within or immediately about the employee's assignment period, subject to the conditions listed in Sections 1.1 through 1.31.2:

January 1..... New Year's Day
That date in January declared by the
Board Martin Luther King, Jr. Day
Third Monday in February..... Presidents Day
Last Monday in May Memorial Day
June 19 Juneteenth Day
July 4 Independence Day
That date declared by the Board Admission Day
First Monday in September Labor Day
November 11 Veterans Day
That Thursday in November
proclaimed by the President Thanksgiving Day
Day following Thanksgiving Day Thanksgiving Friday
December 25 Christmas Day
That date declared by the
BoardAlternate Lincoln Day Observance

~~1.1 It is recognized by the parties that employees in this unit who are assigned to year-round schools may not receive all of the foregoing holidays on the days specified depending upon the particular calendar for each year-round school. Such employees shall, however, receive the same number of holidays according to their assignment basis as other employees in the same classification and on the same assignment basis. For example, employees assigned to a C Basis would be eligible for all of the holidays listed above which are indicated by an asterisk (*).~~

1.21.1 The employee must have been in paid status for a portion of the working day of his/her their assignment immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XIII (Leaves and Absences) shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.31.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

Article XVI - Holidays

1.41.3 An employee who is not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that ~~he/she was~~ they were in a paid status during any portion of the working day of ~~his/her~~ their normal assignment immediately preceding or succeeding the holiday period.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

3.0 If a holiday occurs while an employee is on vacation or other paid leave, that day will be credited and paid as a holiday.

District Initial Proposal 7/24/2024
 Union Counter 2/19/2025 (Section 1.4)
 District Amended Proposal 6/6/2025
 Union Counter 9/11/2025 (Section 1.4)
 District Counter 9/30/2025

**UNIT C
 ARTICLE XVI**

VACATION

1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with Section 1.1. Active service means all of the time for which pay is received, excluding overtime.

1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

| <u>Employee's Years of Service</u> | <u>Vacation Accrual Factor Based on 40 Hour Workweek</u> | | <u>Employee's Hours of Paid Status Exclusive of Overtime</u> | = | <u>Employee's Hours of Accrued Vacation</u> |
|--|--|---|--|---|---|
| Less than 4 years | .03846 | | | | |
| 4 or more years but less than 15 | .05770 | | | | |
| 15 years but less than 16 | .06155 | X | | | |
| 16 years but less than 17 | .06539 | | | | |
| 17 years but less than 18 | .06923 | | | | |
| 18 years but less than 19 | .07308 | | | | |
| 19 years or more but <u>less than 20</u> | .07693 | | | | |
| <u>20 years but less than 21</u> | <u>.08077</u> | | | | |
| <u>21 years but less than 22</u> | <u>.08462</u> | | | | |
| <u>22 years but less than 23</u> | <u>.08846</u> | | | | |
| <u>23 years or more</u> | <u>.09232</u> | | | | |

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

| | |
|--------------------------|---------|
| 1 through 4 years | 10 days |
| 5 through 15 years | 15 days |
| 16 years | 16 days |
| 17 years | 17 days |
| 18 years | 18 days |
| 19 years | 19 days |

| | |
|-----------------------------------|-----------------|
| 20 years or more | 20 days |
| <u>21 years.....</u> | <u>21 days*</u> |
| <u>22 years.....</u> | <u>22 days*</u> |
| <u>23 years.....</u> | <u>23 days*</u> |
| <u>24 years or more.....</u> | <u>24 days*</u> |

*The vacation accrual will increase as stated above effective July 1, 2025

1.2 – 1.16 No Change

1.17 Staff Attendance Incentive:

On an annual basis with the attendance period beginning July 1, 2024 through June 30, 2025, 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:

- a. Staff Annual Attendance Rate of 96%: \$100.00
- b. Staff Annual Attendance Rate of 97%: \$200.00
- c. Staff Annual Attendance Rate of 98%: \$300.00
- d. Staff Annual Attendance Rate of 99%: \$400.00
- e. Staff Annual Attendance Rate of 100%: \$500.00

No change from the District’s 7/24/2024 proposal

TA @ 12/1/25
MO @ 12/1/25

Unit C
ARTICLE XX
TUITION REIMBURSEMENT

1.0 The District may grant tuition reimbursement to permanent Unit employees 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. Approval for reimbursement shall be obtained on the appropriate form signed by the division head or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled upon request to know the reasons for the disapproval.

c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District.

d. The course(s) or program shall not be taken during the employee's assigned duty hours.

e. 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.

f. Tuition reimbursement shall be limited to a maximum of ~~\$600~~ \$1,400 effective July 1, 2025, for any individual employee during any twelve (12) month period.

g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

2.0 – 4.0 – No Change

**Memorandum of Understanding
Los Angeles Unified School District and SEIU, LOCAL 99
Generative Artificial Intelligence (GAI) Task Force**

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and SEIU, Local 99 regarding generative artificial intelligence (GAI).

1. The District and SEIU acknowledge that advancements in technology including the use of generative artificial intelligence (GAI) within the educational environment is a fast-growing initiative designed to support student achievement and improve equity and access for student learners. The District shall establish a collaborative task force to provide input regarding the use of generative AI within the instructional setting.
2. SEIU will serve as a stakeholder group on this task force with up to four (4) representatives appointed by SEIU. The taskforce will meet at least once [quarterly](#) for the term of this Agreement.
3. The task force shall be charged with making recommendations to the District's Superintendent or designee regarding [the use of GAI within the instructional setting](#).
4. All recommendations by the task force shall be reached by clear and substantial consensus prior to the recommendation's submission to the District's Superintendent or designee for approval.
5. If the District seeks to use a generative AI application with reasonably foreseeable impacts on SEIU's bargaining unit members terms and conditions of employment, if any, the district will provide notice to SEIU for the purposes of affording an opportunity to demand to meet and confer in alignment with the District's appropriate obligations under EERA.

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2024-2027 LAUSD/SEIU Collective Bargaining Agreement.

SEIU

Date

LAUSD

Date

District Proposal 4/29/2025
Union Counter 5/8/2025
District Counter 10/22/2025
District Counter 12/1/2025

MEMORANDUM OF UNDERSTANDING
Los Angeles Unified School District – SEIU, Local 99

This Memorandum of Understanding (MOU) is to memorialize an agreement between Los Angeles Unified School District (“District”) and SEIU, Local 99 (“SEIU”) regarding unassigned days that occur during the C basis work year calendar.

The District recognizes that C basis employees have a work year that is inclusive of unassigned days that do not require services to students. In an effort to minimize the impact of the unassigned days that occur during the C basis work year calendar, the District and SEIU agree to the following:

1. To the extent operationally and economically feasible, the District will provide opportunities for C Basis employees to work additional hours on unassigned days as part of the Winter Recess Academy (up to 5 days) during the 2025-2026, 2026-2027, and 2027-2028 school years.
2. The District will offer C basis employees three (3) days of optional training on unassigned days during the 2026-2027 and 2027-2028 school years. The training will be the same as the employee’s regularly scheduled work hours and paid at the employee’s regular hourly rate.
3. C Basis employees may request to cash out up to four (4) days of vacation on unassigned days per year during the 2025-2026, 2026-2027, and 2027-2028 school years.

This non precedent setting agreement shall be in effect July 1, 2025 through June 30, 2028, and may be extended by mutual agreement.

SEIU 99

DATE

LAUSD

DATE

Los Angeles Unified School District – Service Employees International Union
MEMORANDUM OF UNDERSTANDING
Revised March 14, 2025

Regarding the Impact of the Instructional Calendar on the Work Year Calendar, Los Angeles Unified School District and Service Employees International Union – Local 99 (SEIU 99) agree to the following terms, summarized below and detailed in Attachment A:

Required Work Year Calendar (Attachment A)

Pending Board approval, the District will implement three instructional calendars. For the 2025-2026, 2026-2027 and 2027-2028 school years, the required work year calendars will be as follows:

2025-2026

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2025-2026 school year
- Maintain a 3-week (15 days) winter break for the 2025-2026 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 5-9, 2026.

2026-2027

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2026-2027 school year
- Maintain a 3-week (15 days) winter break for the 2026-2027 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 4-8, 2027.

2027-2028

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2027-2028 school year
- Maintain a 3-week (15 days) winter break for the 2027-2028 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 3-7, 2028.

SEIU 99

DATE

LAUSD

DATE

ATTACHMENT A

1. The 2025-2026 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2025-2026 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Wednesday, August 13, 2025 (Pupil Free Day)
 - ii. Employee End Date: Thursday, June 11, 2026 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Tuesday, August 12, 2025 and Friday, June 12, 2026.
 - c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2025-2026 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 22, 2025 through Friday, January 9, 2026.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 5, 2026 through Friday, January 9, 2026. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 27, 2026 shall be a paid day in honor of Cesar E. Chavez.

2. The 2026-2027 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2026-2027 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Tuesday, August 11, 2026 (Pupil Free Day)
 - ii. Employee End Date: Monday, June 7, 2027 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Monday, August 10, 2026 and Tuesday, June 8, 2027.
 - c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2026-2027 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 21, 2026 through Friday, January 8, 2027.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 4, 2027 through Friday, January 8, 2027. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 31, 2027 shall be a paid day in honor of Cesar E. Chavez.

3. The 2027-2028 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2027-2028 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Wednesday, August 11, 2027 (Pupil Free Day)
 - ii. Employee End Date: Thursday, June 8, 2028 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Tuesday, August 10, 2027 and Friday, June 9, 2028.

- c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2027-2028 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 20, 2027 through Friday, January 7, 2028.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 3, 2028 through Friday, January 7, 2028. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 31, 2028 shall be a paid day in honor of Cesar E. Chavez.
-
- 4. The 2025-2026, 2026-2027 and 2027-2028 required work years for B, C, and E-basis bargaining unit members represented by SEIU 99 shall include a five (5) day break from required service during the week of Thanksgiving.
 - 5. The 2025-2026, 2026-2027 and 2027-2028 required work years for B, C, and E-basis bargaining unit members represented by SEIU 99 shall include a five (5) day break from required service during the week of Spring Break.
 - 6. SEIU members on B, C, and E basis may cash out up to four (4) vacation days during each of the 2025-2026, 2026-2027, and 2027-2028 school years, in accordance with procedures and timelines established by the District, which are subject to impact and effects bargaining.
 - 7. Prior to submitting a proposed instructional calendar for the 2028-2029 school year to the Board for approval, LAUSD shall bargain with SEIU 99 over their required work year calendar.
 - 8. The Parties agree to continue negotiations regarding unassigned days and work hours for SEIU 99 members during the current negotiations of the 2024-2027 successor contract.

**Unit C - Memorandum of Understanding
Between
Los Angeles Unified School District and SEIU, Local 99**

This Memorandum of Understanding (MOU) will confirm the Agreement between the Los Angeles Unified School District (LAUSD) and SEIU, Local 99 (SEIU) regarding the bidding of assignments for Class A Commercial Truck Drivers (Class A Drivers), Class B Commercial Truck Drivers (Class B Drivers) and Truck Driver Helpers as well as hours, over time and attendance.

The purpose of this MOU is to pilot a new bidding procedure for the selection of assignments in order to meet operational needs of the Materiel Management Branch. The bidding of assignments shall be as follows:

- I. Class A Drivers shall bid on a truck, work assignment, work location and start time. Bidding priority shall be in accordance with Article XII-A.
 - a. Annual bid sheet shall list assignments based on operational needs of the District. The bid sheet shall list a truck number with primary work assignment, start time, work location and pay differential when applicable. The District shall determine which truck and assignment/route are paired. Pool bids shall be listed with start time, work location and pay differential when applicable. The District shall determine how many assignments will be posted on the annual bid.
 - b. When Class A Drivers' bid assignment is not available, work assignments shall be distributed based on operational needs for the day, in inverse seniority order to the next qualified/trained driver within the assigned start time and work location when operationally possible. The District's core priority work assignments are identified in order as, but are not limited to:
 - 1) Newman Nutrition Support
 - 2) Frozen Food
 - 3) Groceries
 - 4) Mail/Distribution
 - 5) Supplies
 - 6) Pool Assignments (e.g. Salvage, Roll-Off, Flatbed, Moves/Relocation and Miscellaneous Assignments)

- c. Unforeseen circumstances/operational conditions may cause drivers' assignment and/or truck to change during the workday regardless of seniority or bid to meet the operational workday need of the District. Assignment priority order is not guaranteed. Assignments may be a combination of different primary work assignments.

- II. Class B Truck Drivers shall bid on a [mail distribution](#) route that is assigned to a truck, however ~~Driver~~ [mail distribution driver](#) routes are subject to change daily as necessitated by freight volume being transported and to meet operational needs of the District.
 - a. Class B Driver bid seniority shall be used when assigning Class B Drivers to mail routes when reduced routes are scheduled.
 - b. The District shall assign Class B Drivers based on operational needs of the District when no mail route is available.

- III. Truck Driver Helpers shall bid on work shifts, for the year in accordance with their placement on the bidding priority list in Truck Operations.

Employees can be required to work the overtime necessary to fully complete their assignment/route. The District shall use reasonable efforts to distribute overtime work equitably among the qualified employees per physical work location or cost center.

Article XII-A Truck Operations Bidding Procedures from 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 3, 4, 5, and 6 shall still be applicable during bidding procedures.

If the annual bid has occurred prior to the signing of this MOU, a rebid will not take effect for the year.

This non-precedent setting Agreement shall be in effect from (date) through June 30, 2027 and may be extended by mutual agreement.