

UNIT G
AGREEMENT

THIS AGREEMENT is made and entered into this XX day of XX, 202X, 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 Service Employees International Union, Local 99, which together with its officers and representatives will be referred to in this Agreement as the "Union."

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes and regulations, and recognition under PERB Case Nos. LA-RR-1030 and LA-RR-1036, the Union has been recognized as the exclusive representative of a bargaining unit comprised of the following employees of the District:

~~1.1 Included: Unclassified employees who are in the classifications of School Supervision Aide, Playground Supervisor, Playground Worker, and Part-time Playground Helper.~~

~~Also included: Per PERB Case No. LA-UM 787-E, School Supervision Aides who also have a classified assignment (Class Code 5364) and per PERB Case No. LA-UM 790-E, Community Representatives (Class Codes 8100, 8102, 8103 and 8104).~~

1.1 Included: All regular employees in restricted and permanent status, employed in the following classes:

5337 Community Representative A and (Restricted)
5338 Community Representative C and (Restricted)
5339 Community Representative D and (Restricted)
5340 Community Representative E and (Restricted)
5367 Out-of-School Program Supervisor and (Restricted)
5369 Out-of-School Program Worker and (Restricted)
8486 Out -of-School Program Helper

5360 School Supervision Aide and (Restricted)

1.2 Excluded: All other personnel such as those designated as management, supervisory or confidential within the meaning of Government Code Section 3540.1, ~~and~~ all certificated personnel and classified personnel in classifications

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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 when the Union contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

4.0 Employees with more than one job assignment who function for a majority of the work period in any of the classifications listed in Section 1.1 of this Article shall be considered in the unit. Should an employee's job involve an equal number of hours in different assignments he/she shall be considered as included in the unit only if he/she has functioned in one of the foregoing classifications for the longest period of time based upon his/her date of regular assignment.