

2011-2014

COLLECTIVE BARGAINING AGREEMENT

UNIT G
(PLAYGROUND AIDES)

LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 99

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AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July 2012, 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 Los Angeles City and County School Employees Union, SEIU, 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).

1.2 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 and classified personnel.

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.

ARTICLE II

DISTRICT RIGHTS

1.0 General: The intention of this Article is to provide that the District retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of the Union or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the rights of the District under this Article and the rights of the Union or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

2.0 District Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; and all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, service and activity functions assigned to such properties.
- d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in

Article II - District Rights

connection with such services; and the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same;

e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions designated as "Excluded" in Article I (Recognition), to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel;

f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;

g. The selection, classification, direction, promotion, demotion, and retirement of all personnel of the District subject only to applicable law; discipline and termination; equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location subject only to Article X (Transfer Procedures); and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, work loads, and number of employees; and the determination as to whether, when and where there is a job opening;

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement;

i. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

j. The dates, times, and hours of operation of District facilities, functions, and activities; school calendar; the assignment of paid duty days; and work schedules, subject only to Article VIII (Hours and Work Schedules).

k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to Article XII (Safety Conditions);

l. The rules, regulations and policies for all employees, students and the public, subject only to the express limitations contained in this Agreement;

Article II - District Rights

and

m. All other rights of the District not expressly limited by the language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

3.0 The right to "determine" as used above in Section 2.0 includes the exclusive right to establish, change, modify, or discontinue in whole or in part, temporarily or permanently, any of the above matters.

4.0 The contractual rights of the Union and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.

ARTICLE III

UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes, for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty-free periods, or before and after employees' hours of service. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for the Union's exclusive use at each work site where employees are assigned.

3.0 Release Time for Negotiations: The District and the Union agree to attempt in good faith to schedule negotiations during employees' non-work time, including all District work assignments. In the event negotiations are scheduled during duty hours, no more than two (2) negotiating team employee representatives designated by the Union shall be released from duty with no loss of playground aide pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 List of Employees: The Union shall be provided quarterly via compact disc a current list of names, employee numbers, classifications, addresses, home telephone numbers, work locations, hourly rate and social security numbers of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from the District during the preceding quarter.

5.0 Job Stewards: At each work location, the Union will have the right to designate, pursuant to its own procedures, one employee (and one alternate) to serve as the Job Steward. The Union shall provide the Office of Labor Relations a written quarterly list of each employee so designated by name, classification and work location. If, during a quarter, the Job Steward designation changes, the Union shall inform the Office of Labor Relations in writing of the changed information within fifteen (15) days of the change being made. The Job Steward shall have the right to:

a. Represent an employee from that work location upon requesting a formal grievance meeting, provided that where a Union staff representative has assumed responsibility for the grievance, the Job Steward may not attend on a release time basis;

b. Be permitted reasonable use of the school telephone for local

Article III – Union Rights

calls involving representation matters, so long as such use is not on the Steward's paid time (excluding rest periods) and does not interfere with normal office business at the location;

c. Have the right to coordinate Union meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is not interference with other scheduled duties or events;

d. Post, initial, and date official Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes;

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

f. Have the right to inspect, and copy (at Union expense at the regular District rate) non-exempt public records maintained at the work site which relate to administration of this Agreement.

g. There shall be no reprisals against the Job Steward for the performance of his/her steward responsibilities.

6.0 Release Time at Union Expense: An excused leave of absence from regular duties without loss of compensation shall be provided to employees designated by the Union for the purpose of attending to union meetings or other union business. Such leaves shall not exceed one (1) work day per school year per employee and ten (10) work days per school year for all employees. The Union shall promptly reimburse the District for the full cost of any such leaves and shall arrange with the Office of Labor Relations for such leave not less than five (5) working days prior to the anticipated absence. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and the Union for resolution.

7.0 Copies of Agreement: An electronic copy of this Agreement will be provided by the District to the Union for its ratification meeting.

ARTICLE IV

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(s); or
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement.

1.1 All matters and disputes which do not fall within the above definition of a grievance are excluded from this procedure, including but not limited to those matters for which other methods of adjustment are provided. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VI (Non-Discrimination) are to be handled through the Equal Opportunity Section or under appropriate statutory and/or judicial procedures and are not subject to the grievance procedure of this article.

1.2 If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the remaining pending grievances.

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

1.4 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of a defense that the matter is not grievable or not 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: At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative from this unit. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons such

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as witnesses to the facts upon which the grievance is based may also attend grievance meetings.

2.1 When a grievant is not represented by the Union, the District shall promptly furnish to the Union a copy of the grievance. If the grievance is withdrawn without a settlement, the District shall so notify the Union. The District shall not agree to a final resolution of the grievance until the Union has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.

3.0 Release Time for Employees and Union Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during 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 release time, including necessary travel time, without loss of salary and with mileage reimbursement, will be provided to the grievant, to the job steward and to any witness who attends by mutual agreement.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither the Union, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for hearing.

5.0 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. The District shall respond in writing, in a timely manner as provided in this Article. If the District fails to respond to the grievance in a timely manner at any step, the grievant has the option to proceed directly to the next step of this procedure. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "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 holidays.

7.0 Informal Conference: Before filing a formal written grievance under Step One, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate administrator. However, the grievance must be filed within the time limits required under Step One, whether or not the employee has utilized these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or 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 administrator on the District Grievance Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been

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violated and the remedy requested. A copy of the form shall be forwarded to the Office of Labor Relations by the employee or his/her representative. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance and the supervisor shall reply in writing within five (5) 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) day following the Step One meeting.

8.1 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 desires, be filed with the administrator who has such responsibility and authority.

9.0 Step Two: If the grievance is not resolved at Step One, the grievant or his/her representative may, within five (5) days after the termination of Step One, send a written request with a copy of the grievance form to the appropriate Local District Superintendent/Division Head or designee. If at his or her discretion the Local District Superintendent/Division head or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The administrator shall reply in writing within five (5) 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) day following the Step Two meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

10.0 Request for Arbitration: If the grievance is not resolved at Step Two, the Union, with the concurrence of the grievant, may submit the matter to arbitration by written notice to the District's Office of Labor Relations (with a copy to the HR representative involved) within five (5) days after termination of Step Two.

11.0 Selection of Arbitrator: Within seven (7) days of receipt of the request for arbitration, the Union and the Office of EPA shall meet to select an arbitrator. The arbitrator shall be jointly agreed upon by the Union and the District, or shall be selected from the following list by alternatively striking names until one remains. The party who strikes first shall be determined by lot.

Chester Brisco
Bonnie Castrey
Joseph Gentile
Anthony Sinicropi
Michael Prihar

If the arbitrator selected indicates that he/she will not be available for hearing within sixty (60) days, the parties shall proceed to select another arbitrator as indicated above.

11.1 The hearing shall be under the direction of the Arbitrator who shall

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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. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

11.2 The Office of Labor Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services as may be required by the Arbitrator in fulfilling his/her responsibilities.

11.3 The parties shall exchange lists of proposed witnesses through the Office of Labor Relations not later than five (5) days prior to the first date of the hearing.

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

12.0 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, untimeliness, matter beyond scope of procedure, or breach of confidentiality provisions), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing it shall so advise the other party prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Union or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required.

12.1 There shall be at least fifteen (15) days between the Arbitrator's decision on the preliminary matter(s) and any hearing on the merits.

12.2 The preliminary hearing is optional to the party having the right to invoke it. If not utilized, the party shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the other party 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.

13.0 Scheduling Hearings and Decisions: Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator.

14.0 Limitations Upon Arbitrators: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. 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

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arbitrator shall have no power to render an award on any grievance arising before or after the term of this Agreement.

15.0 Effect of Arbitration Award: The arbitrator'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.

15.1 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.

16.0 Expenses: All fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of procedure 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.

16.1 Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

17.0 Grievance Files: The District's Office of Labor 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.

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

ARTICLE V

WORK STOPPAGE

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

a. During the term of this Agreement, neither the Union, nor its respective officers 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 procedures of Article IV.

ARTICLE VI

NON-DISCRIMINATION

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliation, or union activities.

2.0 Claimed violations of this article are to be handled under appropriate statutory and/or judicial procedures rather than under the grievance procedures of Article IV.

ARTICLE VII

UNION SECURITY AND DUES DEDUCTION

1.0 Voluntary Authorization: The District shall deduct Union membership dues for each pay period worked in the amount specified by the Union from the salary of each employee who has submitted a written authorization.

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

1.2 Remittance to 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.

1.3 Missed Deductions: In instances where dues deduction is not taken from an employee who has a valid authorization form on file, the missed deductions(s) will be taken from a subsequent salary payment and remitted to the Union.

1.4 Maintenance of Membership: Only bargaining unit members who have resigned or are resigning their union membership may revoke their dues deduction authorization. Beginning with the first payroll period following such revocation, the newly-resigned nonmember shall be subject to mandatory agency fee payroll deductions, unless said individual objects in writing to paying more than the reduced agency fee amount, in which case only reduced agency fees will be deducted from said individual's wages. A newly-resigned nonmember, whether or not he or she has revoked their dues deduction authorization, may object upon resignation or at any time thereafter up until the end of the next annual objection window period under Local 99's Hudson procedures. Beginning with the first payroll period following Local 99's receipt of the written objection from such a newly-resigned nonmember, Local 99 will implement and only have deducted the reduced agency fee amount for that individual. However, once the first objection window period following an individual's resignation from membership has closed, the newly-resigned nonmember who did not object may thereafter object only in accordance with Local 99's Hudson procedures. Should the District erroneously collect, transmit, or receive any monies in excess of the relevant reduced agency fee amount, these funds shall be refunded by Local 99 to the affected bargaining unit members upon Local 99 being apprised of the error.

1.5 The District shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment other than that constituting

Article VII – Union Security and Dues Deduction

the actual deduction made from the wages earned by the employee. The Union agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article. In addition, the Union agrees to refund promptly to the District any sum paid to it in error.

2.0 Agency Fee Obligation: Commencing within thirty (30) days of a final certification of agency fee election results or within thirty (30) days of an employee's initial employment, whichever is later, and continuing throughout the term of this Agreement, each employee (as defined in Article I [Recognition] of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of the Union, or (b) to satisfy the agency fee financial obligations set forth in Section 2.1 below, unless qualified for religious exemption as set forth in Section 2.3 below.

2.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 2.3 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to the Union.

2.2 The amount of agency fee to be charged shall be determined by the Union subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to Union members. As to non-members who object to the fee and general assessment applicable to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The District will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

Article VII – Union Security and Dues Deduction

2.3 Religious Exemption from Agency Fee Obligations:

a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:

Brotherhood Crusade
United Negro College Fund
United Way

b. To qualify for the religious exemption, the employee must provide to the District, with a copy to the Union, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.

c. An employee utilizing this religious exemption status who requests the Union to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by the Union for the reasonable cost of using such procedures.

2.4 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 Services Branch by the deadline for filing time reports.

2.5 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 District's compliance or attempted compliance with either this Article or the requests of the Union pursuant to 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 litigation with respect to this Article. In no case shall District funds be involved in any remedy relating to this Article. 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).

Article VII – Union Security and Dues Deduction

2.6 The District will furnish any information needed by the Union to fulfill the provisions of this Article.

3.0 For purposes of dues/fees deductions, 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 Article I (Recognition) 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.

ARTICLE VIII

HOURS AND WORK SCHEDULES

1.0 General Provisions

1.1 The workweek of employees shall normally be Monday through Friday, but the District may establish a different workweek for various employees in order to meet the operational needs of the District.

1.2 Employees' daily hours of work and work schedules shall be established at the discretion of the District to meet District operational needs.

1.3 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

1.4 While no meal periods are required pursuant to the terms of this Agreement, the District and Union recognize herein that an employee and the appropriate administrator may, by mutual agreement, agree to revise the employee's work schedule so as to provide the employee with an unpaid duty-free meal period, in a length not to exceed thirty (30) minutes and only following the completion by the employee of at least five (5) hours of continuous duty time. Upon the mutual agreement of the employee and the appropriate administrator, the referenced five (5) hours of continuous duty time requirement may include time spent in multiple assignments (whether or not in a Unit G classification).

1.5 Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned shifts.

2.0 An employee shall receive holiday pay for the Memorial Day holiday (last Monday in May), equal to the hours assigned to work the previous Monday, provided that the employee has been in paid status either the work day before or after the holiday. Employees not regularly assigned on Mondays shall receive holiday pay equal to the hours assigned to work the previous Tuesday. An employee who is assigned to a track, and is off-track on Memorial Day, shall receive holiday pay equal to hours assigned and worked the last day his/her track was in session. This section shall not apply to the Community Representative classifications.

ARTICLE IX

EVALUATION

1.0 Schedule: Employees assigned as a School Supervision Aide or Community Representative shall be given a performance evaluation at least once every school year. Employees assigned as a Playground Supervisor, Playground Worker, or Part-time Playground Helper to a Youth Services Section-funded program who are regularly assigned Monday through Friday shall receive periodic Visitation Evaluation Reports from the appropriate immediate supervisor.

2.0 Procedure to be followed: Performance evaluation reports, including any annual and interim evaluations, shall be made on forms prescribed by the District.

2.1 Evaluations shall be based on direct observations or knowledge or upon knowledge or information communicated directly to the evaluator and in accord with the facts and not upon unsubstantiated charges or rumors. It is understood with regard to the evaluation that the evaluator (generally the immediate administrator/supervisor) will, where appropriate, consult with the staff person responsible for directing the employee's work.

2.2 The evaluator shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. The employee shall receive a copy of the evaluation.

3.0 Grievances: Any grievance filed alleging a violation of the foregoing sections shall be limited to a claim that the above procedures have not been complied with and shall not challenge the substantive content of the material(s) in question. If it is determined that a given procedure has been violated, the remedy shall be an order requiring compliance.

4.0 Nothing in this article shall in any way alter or change the status of employees in this unit as unclassified "at-will" employees who may leave or be dismissed from their positions at any time with or without notice or cause. Without altering or modifying this at-will status, upon making a request to the site administrator within 72 hours of release from District service, an employee who is released will be informed of the reason for release. The District's decision regarding release from service is final and is not subject to the grievance and arbitration procedures provided for in this Agreement.

5.0 Discussions between a Unit employee and District supervision

Article IX – Evaluation

concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

5.1 The District will take reasonable steps to inform staff to avoid conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff concerning the member's unsatisfactory work performance or work-related problems has occurred, he/she may bring such concerns to the site administrator or designee.

ARTICLE X

TRANSFER PROCEDURES

1.0 A "transfer" shall mean a change of an employee's work location (normally a school) without a change in the employee's classification.

2.0 Voluntary Transfer Procedures: Voluntary transfers may be arranged between the employee and the administrator of the work location to which the transfer is desired. The employee shall give ten (10) working days notice of his/her intent to transfer to the current administrator. Following the approval of the request and the notice period, the transfer shall be effected.

3.0 Administrative Transfer Procedures: An administrative (involuntary) transfer may occur at any time at the discretion of the District to meet instructional or operational needs. For other than operational reasons, the District shall make a reasonable effort to notify the employee at least three (3) working days prior to the date of the transfer from one assigned location code to another.

ARTICLE XI

WAGES

1.0 Wages and salaries are attached to and incorporated in this Agreement as Appendix A. Such salaries shall be paid for all hours authorized and worked in a unit classification.

2.0 Payroll Errors: An employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, payroll processing, may request a Supplemental Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within 3 work days unless the employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within 1 work day unless employee requests that the warrant be mailed.

a. Supplemental Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

2.1 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 IV 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 by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with the Payroll Services Branch.

3.0 Mileage Reimbursement: Employees who are required to use their personal vehicle for District business shall, beginning July 1, 2009 be reimbursed at the Internal Revenue Service established standard business rate, for all miles driven in District service.

ARTICLE XII

SAFETY CONDITIONS

1.0 The District shall be responsible for providing for safe working conditions which are in conformance with applicable law and which are within fiscal constraints. Employees shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which they are aware. There shall be no reprisal against an employee for reporting any unsafe or potentially unsafe condition, facility, or equipment.

ARTICLE XIII

EFFECT OF AGREEMENT

1.0 Effect Upon District Policies and Rules: The District may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any District policies, rules, regulations or procedures, the terms of this Agreement shall prevail.

2.0 Separability and Savings: If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

3.0 Entire Agreement: This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. During the term of the Agreement neither the District nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement, pursuant to mutual consent.

This Article shall not be subject to the grievance and arbitration provisions of Article IV.

ARTICLE XIV

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2014, and thereafter be extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after January 1, 2014.

APPENDIX A

SALARIES

1.0 Effective July 1, 2011, the wages and salaries of all Unit members shall be in accordance with the flat rate listed below:

CLASS CODE	CLASS TITLE	HOURLY RATE
8447	School Supervision Aide (Unclassified)	\$10.79080 / hour
8484	Out-of-School Program Supervisor (Unclassified)	\$15.35940 / hour
8485	Out-of-School Program Worker (Unclassified)	\$13.20760 / hour
8486	Out-of-School Program Helper (Unclassified)	\$8.00000 / hour