

2017-2020

COLLECTIVE BARGAINING AGREEMENT

UNIT G

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 12th day of June, 2018, 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).

1.2 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

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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;

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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 Staff 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 Staff 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

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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 Staff 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 Staff 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.

8.0 Labor Management Committee: A Labor Management committee, comprised of three Unit G employees as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one meeting per semester in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time. The committee charter shall be to improve operational efficiency in their designated area. The committees shall not reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of

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employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for the Unit committees shall be:

1. Before and After School Programs
2. Parent and Community Services

9.0 For the life of this 2017 agreement, each newly hired District employee in Unit G in the Beyond the Bell Branch will be required to attend a new employee orientation conducted by the District no later than 60 working days after the employee's date of hire. The District will determine the dates and locations of the orientations. The District will determine the content of the orientation; however, the last hour of the orientation will be set aside for a representative from SEIU who will be designated by the Union, to address those attendees that are eligible to become a SEIU member. The Union agrees to give the District copies of all materials that will be used in the session. The Union agrees not to disparage the District during the session and to compensate for the wages, SEIU agrees to pay for all costs of this hour in advance for each new employee hired. The Union also agrees to pay for representatives from the District to support this additional hour, administrative costs, and location costs. If the District or the Union decides to terminate this new hire orientation program, SEIU may demand to bargain regarding access to new employees understanding that the District is not required to provide new hire orientation.

For Unit G employees not assigned to the Beyond the Bell Branch, the District will on a monthly basis notify (via email) each newly hired District employee in Unit G about an one hour new employee union orientation conducted by SEIU. The notification will be sent to employees upon receipt by the District from SEIU of the names and email addresses of those who should be notified. If the District or the Union decides to terminate this new hire orientation program, SEIU may demand to bargain regarding access to new employees understanding that the District is not required to provide new hire orientation.

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 or group of employees where the claims are similar. On filing a grievance on behalf of a group, the Union must specify the names of the employees on whose behalf the grievance is being filed, and indicate the nature and scope of the claim; 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,

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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 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. However, the District can require the informal before holding the Step One meeting.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after

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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 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 Staff Relations 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 Labor Relations 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.

Joseph Gentile
Michael Prihar
Jan Stiglitz

Guy Prihar
Anthony Sinicropi
Richard Solomon

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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 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

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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 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 AND RESPECTFUL TREATMENT

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 Employees may grieve alleged violations of the above section through Steps I, II, and III of the grievance procedures of Article IV. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article IV, Sections 10.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section will not be grievable through the grievance procedures of this collective bargaining agreement.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

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. A newly-resigned non-member, 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. However, once the first objection window period following an individual's resignation from membership has closed, the newly-resigned non-member who did not object may thereafter object only in accordance with Local 99's Hudson procedures.

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 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.

2.4 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.

Article VII – Union Security and Dues Deduction

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).

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

2.0 For purposes of dues 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.

Article IX – Evaluation

4.1 Bargaining unit members who have served at the same school site for one or more years and are released may, after requesting and receiving reasons for their release, seek mediation and ultimately appeal the decision to the Local District Superintendent, Division Head, or designee. It being understood that the bargaining unit member will not be employed or in paid status during the mediation and appeal process. The parties shall request a mediator from the State Mediation and Conciliation Service (SMCS) to be available on mutually agreeable dates four (4) times per year. The parties shall endeavor to have dates scheduled every three months. The mediator shall work with the parties to attempt to resolve all disputes that arose due to appealed releases that occurred after the last mediation date. If the dispute is not successfully resolved through mediation, the bargaining unit member may appeal to the Local District Superintendent, Division Head, or designee. The Local District Superintendent, Division Head or designee shall determine whether to sustain or overturn the release. The decision by the Local District Superintendent, Division Head, or designee shall be final and binding. This provision does not create any expectation of permanency or property rights in Unit G classifications. The parties agree to meet at the conclusion of the 2018-2019 school year to evaluate the process and discuss if any changes or improvements need to be made. This provision shall not apply to any Unit G classification that joins the classified service through legislation.

5.0 Discussions between a Unit employee and District supervision 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 an Off-Cycle 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 three (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 an Off-Cycle Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. An Off-Cycle 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 be reimbursed at the Internal Revenue Service established standard business rate, for all miles driven in District service.

4.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.

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 XIV

HEALTH AND WELFARE

1.0 General: For all Unit G employees who work 1000 hours of more in a year in any one assignment in the previous school year, contribution for medical benefits will be provided which will be 50% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefit comparable thereto; and a dental and vision plan. Eligible employees in Unit G shall be responsible, through payroll deductions, for 50% of the premium cost for the medical, dental, and vision plan.

2.0 Dependent Coverage: Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan.

3.0 This proposal will continue the current practice which does not include eligibility for lifetime benefits for Unit G employees.

ARTICLE XV

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 XVI

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, 2020, 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, 2020.

APPENDIX A

SALARIES

1.0 Effective July 1, 2018, 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)	\$15.9135 / hour
8484	Out-of-School Program Supervisor (Unclassified)	\$17.37692 / hour
8485	Out-of-School Program Worker (Unclassified)	\$15.9135 / hour
8486	Out-of-School Program Helper (Unclassified)	\$15.9135 / hour

APPENDIX B

SEIU Local 99
Unit G
MEMORANDUM OF UNDERSTANDING
2017-2020

This Memorandum of Understanding (MOU) is made and entered into this 8th day of May, 2018 by and between the Board of Education of the Los Angeles Unified School District ("District") and Service Employees International Union for employees in Unit G (SEIU).

Pursuant to the parties' 2014-2017 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations on items previously sunshined. The term of this Agreement shall cover a period through June 30, 2020 (and continue thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice).

A. INCORPORATION OF PREVIOUS TERMS: All articles and provisions of the parties' 2014-2017 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 AND REOPENERS:
Please see attached offer: "LAUSD's Pre-Mediation Settlement Offer."

HEALTH AND WELFARE BENEFITS:

Benefits will be provided in accordance with the Health Benefits Agreement dated June 16, 2016 on Health and Welfare.

C. The parties' 2017-2020 Agreement shall be further modified as follows:

1. Article III – Union Rights Labor Management Committees; New Employee Orientation
2. Article IV – Grievance Procedure
3. Article VI – Non-Discrimination
4. Article IX- Evaluation
5. Article XI – Wages: Differentials; Certain Salary Practices
6. Article XIV – Tuition Reimbursement: Financial Obligation; Training Fund
7. Article XV – Term of Agreement
8. Joint Statement on 457b

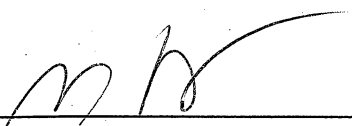
APPENDIX B

- D. **OTHER AGREEMENTS:** SEIU will withdraw all pending PERB charges except the PERB charge related to reduction in hours for SEAS, which is UPC LA-CE-6320-E.

The above is subject to ratification by the SEIU membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: 05/08/18

Los Angeles Unified School District

By: 
Najeeb Khoury
Office of Labor Relations

Service Employees International Union,
Local 99

By: 
Max Arias
Executive Director

Adopted and approved by the Board of Education on _____, 2018.

By: _____
Monica Garcia
President

TA
MSA
05/08/18

LAUSD's Pre-Mediation Settlement Offer Version 2

Below is LAUSD's economic package proposal. This package proposal expires at 11:59 pm on May 8, 2018 or upon receipt of a counter offer by SEIU Local 99, whichever occurs sooner. Upon expiration of this offer, LAUSD withdraws this comprehensive package proposal from the table and reverts to its position as of April 20, 2018. LAUSD makes the following comprehensive economic proposals:

- 1) 2% ongoing wage increase starting July 1, 2017;
- 2) 1% ongoing wage increase starting July 1, 2017 that will include extra work and/or training starting the 2018-19 academic school year;
- 3) An additional 1% make whole ongoing wage increase starting July 1, 2017 for the attached job classifications¹ that did not receive salary increases in the 2014-17 CBA equivalent to the average increases across the District;
- 4) \$2,000,000 for cleanliness fund (see attached);
- 5) ~~Yearly~~ \$200,000 for a training fund (see attached) *for 2018-2019 and 2019-2020.*
- 6) 5.5% differential for 80 SEAs doing BII work;
- 7) 5.5% recruitment and retention differential for the Food Service Worker II classification.
- 8) The parties will create a taskforce to study ways of increasing hours and work for SEIU classifications consistent with the needs of the service.
- 9) The parties will create a taskforce to study the issue of student retention and poor attendance.
- 10) All SEIU represented members shall receive a 3% wage supplement on all 2018-19 actual hour earnings paid on base salary tables.
- 11) An additional 1% make whole wage supplement on all 2018-19 actual hour earnings paid on base salary tables for the attached job classifications that did not receive salary increases in the 2014-17 CBA equivalent to the average increases across the District
- 12) The supplemental wage amounts will be added to the base salary tables starting in 2019-20 if the Board of Education adopts a Second Interim financial report for the 2018-19 academic year that has positive projected ending balances for the years 2018-19 and 2019-20 inclusive of the addition of all unit salary increases to the base salary tables. (The Second Interim financial report should be adopted in or around March 2019). If the 2018-19 Second Interim does not show positive ending balances for 2018-19 and 2019-20 years, SEIU Local 99 will have the right to meet with the District over the findings. In these meetings, SEIU Local 99 shall have access to any information used in determining the projections. If at the conclusion of these meetings, SEIU Local 99 does not agree that the projections are accurate, it may submit the dispute to ~~advisory~~ arbitration. If the arbitrator agrees with the District's projections, then the wage supplement shall not be added to the salary tables as an ongoing raise. If the arbitrator agrees with SEIU Local 99, the wage supplement shall

¹ If there is a dispute about whether an employee within a classification has been unintentionally excluded, the parties will meet and attempt to resolve the dispute. If the parties cannot resolve the dispute, it shall be decided by the grievance process.

5-8-2018

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APPENDIX B

be placed on the salary tables ~~unless the Board of Supervisors overrules the arbitrator by a public vote.~~

- 13) If another unit receives guaranteed 3% ongoing wages in 2018-19, then the supplemental wage increase shall go on the salary tables.
- 14) *Me Too* It is also agreed that should the Board of Education approve across-the-board on schedule percentage wages increases for another bargaining unit that are higher than a combined six percent for 2017-18 and 2018-19, SEIU Local 99 units shall receive the difference between the increases given to the other unit and six (6) percent. For instance, if another unit receives an 8 percent across the board on schedule raise, the difference would be 2 percent (8 percent – 6 percent) and all SEIU classifications would receive an additional 2% on schedule wage increase. However, this clause shall not apply if another bargaining unit agrees to changes on health benefits for new hires or agrees to change qualifications for retiree benefits that are more restrictive than the Rule of 87 and 30 years of continuous service.
- 15) SEIU shall have the right to an economic reopener for the 2019-20 year, which can include discussion of 2018-19 economics if the supplemental wage increases do not become ongoing.

It is understood that LAUSD's fiscal problems impact the entire LAUSD family, and that over 80% of our budget is dedicated to people who will be impacted should the fiscal situation not stabilize.

The Parties agree to change the eligibility rule for retiree medical health to the Rule of 87 and 30 years of continuous service for those classifications that are eligible for retiree medical benefits. This rule will apply to those bargaining unit members who start on July 1, 2018 or later.

SEIU will withdraw all pending PERB charges except the PERB charge related to reduction in hours for SEAs, which is UPC LA-CE-6320-E. SEIU Local 99 need not withdraw any related grievances.

The District affirms the rights of its employees to engage in protected activities under EERA. The District will make such a reaffirmation in connection with announcing this agreement.

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APPENDIX B

	Job
AIR FILTER TECHNICIAN 2	22104078
ANIMAL CARETAKER	22104526
ASST GARDENER (RESTR/DISAB)	22104193
ASST PHOTOCOPY TECHNICIAN	24104798
AUTOMOTIVE BODY MECHANIC	22305771
AUTOMOTIVE MECHANIC	22305775
AUTOMOTIVE MECHANIC (BUS-TRUCK)	22305776
BINDERY ASSISTANT	24104779
BLDG & GRNDS WKR (RESTR/DISAB)	22104068
BLDG & GROUNDS WORKER	22104075
BRASS & PERCUS INSTRUMENT TECH	22103571
BUILDING ENGINEER	22104041
CAMPUS AIDE & RESTRICTED	29104687
CAMPUS AIDE FEMALE & RESTRICTED	29104688
CAMPUS AIDE FEMALE SPAN LG &R	29104689
CAMPUS AIDE MALE & RESTRICTED	29104691
CAMPUS AIDE MALE SPAN LANG &R	29104692
CAMPUS AIDE SPANISH LANG & R	29104690
COUNS AIDE	21104568
DEAF & HH INSTRUCTIONAL AIDE & R	21104946
DIGITAL LIBRARY ASSISTANT	24102128
EARLY CHILDHOOD ASSOCIATE & R	21104704
EARLY ED C AIDE I -CANT LANG & RSTR	21104522
EARLY ED C AIDE I-SPAN LANG & RSTR	21104521
EARLY ED CENTER AIDE I & R	21104520
ED RESOURCE AIDE & RESTR	21104924
ED RESOURCE AIDE SPAN LANG & R	21104925
EDUC AIDE 3 (AVID)	21104596
EDUC AIDE 3 CANTONESE LANG & R	21104530
EDUC AIDE 3 JAPANESE LANG & R	21104531
EDUC AIDE 3 RESTRICTED	21104581
EDUC AIDE 3 SPANISH LANG & R	21104579
EDUC AIDE 3 TAGALOG LANG & R	21104532
Fleet-Parts Storekeeper	24105249
FORKLIFT OPERATOR	24105217
GARAGE ASSISTANT	22305781
GARAGE ATTENDANT	22305786
GARDENER	22104186
GRAPHIC ARTS MACHINIST	22103528
HEALTH CARE ASSISTANT	21104700
HEAVY BUS DRIVER	22305826
HEAVY TRUCK DRIVER	22305831
HOUSEKEEPER	22104081
INFANT CARE AIDE	21104063

APPENDIX B

INFANT CARE AIDE (RESTRICTED)	21104067
INSTR AID (BRAILLE)	21104706
INSTR AID FOR DEAF& HHS-SIGNING	21104569
INSTR AIDE COMPUTER LAB	21104495
INTERPRETER AIDE - KOREAN LANG	21104677
INTERPRETER AIDE - SPANISH LANG	21104668
INTERPRETING EQUIPMENT TECH	24104617
IT Field Services Technician I	24103591
IT Field Services Technician II	24103539
IT LAN TECHNICIAN	24103593
IT SOLUTION TECHNICIAN	24103863
LIGHT BUS DRIVER	22305861
LIGHT TRUCK DRIVER	24105866
MANUFACTURING KITCHEN ASST	22204362
MATH & SCIENCE CENTER TECHNICIAN	22104510
MEDICAL SUPPLY CLERK	24105206
MEDIUM TRUCK DRIVER	22305847
MICROCOMPUTER SUPPORT AST	24102210
MIGRANT PROGRAM TECHNICIAN	24104919
MILITARY PROPERTY CUSTODIAN& LOG	24105185
NATURALIST	22104595
NETWORK OPERATIONS CENTER ENGR	24104875
NETWORK TECHNICIAN	24103590
Packaging Services Technician	22104335
PEST MANAGEMENT TECHNICIAN	22104158
PHOTOCOPY TECHNICIAN	24104797
PIANO TECHNICIAN	22103586
POOL CUSTODIAN	22104057
POWER EQUIPMENT MECHANIC	22305780
Prog Supp Worker, Out-of-School	29105342
PUPIL SERV & ATT AIDE -SPAN LANG	24104663
PUPIL SERVICES & ATTENDANCE AIDE	24104660
RES ASST FOR STUDTS W/ VIS DISABIL	21104577
SCH GARDENING PROGRAM SPCLST	22104195
SCH OCCUPATIONAL THERAPY ASST	21104906
Senior Food Service Worker	22204395
SIGN LANGUAGE INTERPRETER	21104954
SPEC ED ASST - HEARING IMPAIRED	21104578
SPEC ED TRAINE - HEARG IMPAIR & R	21104573
SPEC EDUCATION ASSISTANT	21104571
SPEC EDUCATION ASST (MALE)	21104566
SPEC EDUCATION TRAINEE	21104575
SPEC EDUCATION TRAINEE (MALE)	21104562
Speech Language Pathology Assistant	21104950
SR FOOD PRODUCTION ASSISTANT	22204332

APPENDIX B

SR IT LAN TECHNICIAN	24103594
SR LIAISON AIDE	21104650
SR MIGRANT PROGRAM TECHNICIAN	24104918
SR MUSICAL INSTRUMENT TECH	22103569
SR OFFSET MACHINE OPERATOR	24104761
SR OFFSET PRESS OPERATOR	24104765
STAGE RIGGER	22103566
STOCK CLERK	24105247
STOCK CLERK (BRAILLE)	24105255
STOCK CLERK (COMPUTER REPAIR)	24105265
STOCK CLERK (INFANT & PRESCHOOL)	24105274
STOCK CLERK (MUSIC)	24105267
STOCK WORKER	24105260
STOCK WORKER (REST/DISABLED)	24105259
STRINGED INSTRUMENT TECHNICIAN	22103581
TOOLKEEPER	22105285
TRACTOR MOWER OPERATOR	22103368
TRANSPORTATION ROUTER	22305727
TREE SURGEON	22104147
TRUCK DRIVER HELPER	24105871
WAN SPECIALIST I	24103538
WAN SPECIALIST II	23104885
WINDOW/WALL WASHER	22104051
WOODWIND INSTRUMENT TECH	22103576

Unit G
District Counter Proposal
7/10/17

Article III – Union Rights

8.0 Labor Management Committee: A Labor Management committee, comprised of three Unit G employees as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one meeting per semester in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time. The committee charter shall be to improve operational efficiency in their designated area. The committees shall not reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for the Unit committees shall be:

1. Before and After School Programs
2. Parent and Community Services

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Article III – Union Rights

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9.0 For the life of this 2017 agreement, each newly hired District employee in Unit G in the Beyond the Bell Branch will be required to attend a new employee orientation conducted by the District no later than 60 working days after the employee's date of hire. The District will determine the dates and locations of the orientations. The District will determine the content of the orientation; however, the last hour of the orientation will be set aside for a representative from SEIU who will be designated by the Union, to address those attendees that are eligible to become a SEIU member. The Union agrees to give the District copies of all materials that will be used in the session. The Union agrees not to disparage the District during the session and to compensate for the wages, SEIU agrees to pay for all costs of this hour in advance for each new employee hired. The Union also agrees to pay for representatives from the District to support this additional hour, administrative costs, and location costs. If the District or the Union decides to terminate this new hire orientation program, SEIU may demand to bargain regarding access to new employees understanding that the District is not required to provide new hire orientation.

For Unit G employees not assigned to the Beyond the Bell Branch, the District will on a monthly basis notify (via email) each newly hired District employee in Unit G about an one hour new employee union orientation conducted by SEIU. The notification will be sent to employees upon receipt by the District from SEIU of the names and email addresses of those who should be notified. If the District or the Union decides to terminate this new hire orientation program, SEIU may demand to bargain regarding access to new employees understanding that the District is not required to provide new hire orientation.

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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 or group of employees where the claims are similar. On filing a grievance on behalf of a group, the Union must specify the names of the employees on whose behalf the grievance is being filed, and indicate the nature and scope of the claim; or
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement.

1.1

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. However, the District can require the informal before holding the Step One meeting.

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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,

APPENDIX B

Article IV - Grievance Procedure

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 Staff Relations 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 Labor Relations 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

Guy Prihar
Richard Solomon
Jan Stiglitz

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.

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04/20/18 – Unit G
District Counter-Proposal

ARTICLE VI
NON-DISCRIMINATION AND RESPECTFUL TREATMENT

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 affiliations, 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.~~

2.0 Employees may grieve alleged violations of the above section through Steps I, II, and III of the grievance procedures of Article IV. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article IV, Sections 104.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section will not be grievable through the grievance procedures of this collective bargaining agreement.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

MSA NK
TA 2:09 pm
04/20/18 4/20/18

APPENDIX B

#Counter to Union's Proposal on Discipline 9/27/17
Union's Counter on 2/6/18 via email
District Counter 3/22/18
Union's Counter on 4/20/18

Unit G Negotiations
District Counter-Proposal
4/30/18

ARTICLE IX

EVALUATION

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.

4.1 Bargaining unit members who have served at the same school site for one or more years and are released may, after requesting and receiving reasons for their release, seek mediation and ultimately appeal the decision to the Local District Superintendent, Division Head, or designee. It being understood that the bargaining unit member will not be employed or in paid status during the meditation and appeal process. The parties shall request a mediator from the State Mediation and Conciliation Service (SMCS) to be available on mutually agreeable dates four (4) times per year. The parties shall endeavor to have dates scheduled every three months. The mediator shall work with the parties to attempt to resolve all disputes that arose due to appealed releases that occurred after the last mediation date. If the dispute is not successfully resolved through mediation, the bargaining unit member may appeal to the Local District Superintendent, Division Head, or designee. The Local District Superintendent, Division Head or designee shall determine whether to sustain or overturn the release. The decision by the Local District Superintendent, Division Head, or designee shall be final and binding. This provision does not create any expectation of permanency or property rights in Unit G classifications. The parties agree to meet at the conclusion of the 2018-2019 school year to evaluate the process and discuss if any changes or improvements need to be made. This provision shall not apply to any Unit G classification that joins the classified service through legislation.

TA
MSA
04/30/18 11:10 AM.

✓
4/30/18
11:10 am

Data: Local 99 Negotiations 043018

MSA 11:43
TA
5/11/18

APPENDIX B

Unit G
District Counter Proposal
May 8, 2018

Union CP: May 8, 2018
District CP: April 30, 2018
Union CP: April 20, 2018
District CP: July 18, 2017

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: 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 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 three work days unless employee requests that the warrant 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 Supplemental Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. ~~Supplemental~~ An off-cycle 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.

5/11/18
11:43am

APPENDIX B

ARTICLE XV

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, 2020, 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, 2020.

Unit G

APPENDIX B



SEIU Local 99's proposal to LAUSD
October 20, 2017

Automatic 457(b) Enrollment

All Units

The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.

11/19/17
12:15
MJA

11/9/17
12:14 pm
NH

10/20/17
Rec'd from U
10:47 am

SEIU Local 99 reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the Los Angeles Unified School District.

APPENDIX C

SEIU, LOCAL 99 MEMORANDUM OF UNDERSTANDING HEALTH BENEFIT ELIGIBILITY

This Memorandum of Understanding (MOU) is made and entered into this 16th day of June, 2016 by and between the Board of Education of the Los Angeles Unified School District ("District") and Service Employees International Union, Local 99 ("SEIU, Local 99") for employees in Units F and G.


Pursuant to the parties' 2014-2017 collective bargaining Agreement, the District and SEIU, Local 99 have met and negotiated in good faith and have completed their negotiations on items previously sunshined.

The parties' 2014-2017 Agreement shall be modified as included in the attachment.

The above is subject to the final approval by the LAUSD Board of Education.

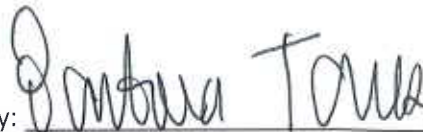
Date of agreement: 6/16/16


Los Angeles Unified School District

By: 
Michelle King, Superintendent

SEIU, Local 99

By: 
Max Arias, Executive Director

By: 
Barbara Torres
President

By: 
Robert Klimczak
Manager of Collective Bargaining
& Representation

Adopted and approved by the Board of Education on _____, 2016.

By: _____
Steven Zimmer
President



The Board of Education and the Superintendent believe that negotiations over economic issues, including health benefits, must take into account:

1. Realities of both state and local economies, including the impacts of declining enrollment and previously negotiated Agreements on health benefits.
2. The District's ability to pay now and in the future, as required by the law regulating public schools.
3. The fact that our ability to support the Board Vision, District Mission, and Guiding Principles depends on our fiscal health, now and in the future.
4. The findings of the Report of the Independent Financial Review Panel.


In response to SEIU Local 99's proposal for the District to offer expanded health benefits to Unit F and Unit G employees, the District offers the following counter-proposal:

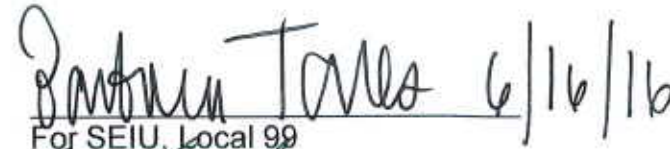
Effective in September 1 of the 2017-2018 school year:

- For all Unit F employees who work 800 hours or more in a year in any one assignment in the previous school year, a contribution for medical benefits will be provided which will be 100% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefits comparable thereto; and a dental and vision plan.
- For all Unit G employees who work 1000 hours or more in a year in any one assignment in the previous school year, a contribution for medical benefits will be provided which will be 50% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefits comparable thereto; and a dental and vision plan. Eligible employees in Unit G shall be responsible, through payroll deductions, for 50% of the premium cost for the medical, dental and vision plan.

Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan.

This proposal will continue the current practice which does not include eligibility for lifetime benefits for Unit F or Unit G employees.


For the District


For SEIU, Local 99
