

2021-2024

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 24th day of March, 2023, 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 connection with such services; and the subcontracting of services to be rendered and functions to be performed, including educational, support, construction,

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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; and

m. All other rights of the District not expressly limited by the

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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 the grievant or Union knew or reasonably should have known of the occurrence of the facts

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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

If the arbitrator selected indicates that he/she will not be available for hearing within sixty

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(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 and if so what the remedy should be within the meaning of the Agreement. Past practice of

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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 detraction) 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, including probationary employees, based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, 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 V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute.

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 shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

b. 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

ARTICLE VI – NON-DISCRIMINATION AND RESPECTFUL TREATMENT

presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. 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.

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.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3)

ARTICLE VI – NON-DISCRIMINATION AND RESPECTFUL TREATMENT

harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

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.

2.5 Indemnity/Hold-Harmless: The Union agrees to indemnify and hold

Article VII – Union Security and Dues Deduction

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

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

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. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

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. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

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

4.0 District Contribution Obligations: (as to all eligible District personnel): Effective January 1, 2024, the District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix C for informational purposes only.

5.0 Plan Revisions Through the District-wide Health and Welfare Committee: Plan revisions and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only. A District-wide Health Benefits Committee (HBC) shall be formed.

a. Composition -- Each union shall be entitled to one (1) HBC member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote a piece. The District shall provide resource staff as determined by the HBC and shall provide adequate paid release time for those HBC members who are employees of the District.

Article XIII – Health and Welfare

b. Decision Making -- Consensus shall be used in all HBC deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the members present and voting.

c. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare trust. Such Trust might include other public or private sector employees as determined by the HBC. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

d. The HBC shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 6.0 below).

6.0 Eligibility for Plans: Effective January 1, 2024, all Unit G employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification in a status other than substitute, temporary, extra, exchange, or relief shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit G Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and accepts medical coverage solely under an equivalent plan(s), the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

Article XIII – Health and Welfare

7.0 Unit G employees will continue the current practice which does not include eligibility for retirement health benefits.

8.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

8.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 6.0 at any time provided the eligible employee submits a “Request for Change of Dependent Status” form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

a. Documentary Proof of Status Required for Dependents

<u>Dependents</u>	<u>Documents Required (copy)</u>
<u>Legal Spouse</u>	<u>State- or County-issued Marriage Certificate</u>
<u>Domestic Partner</u>	<u>Notarized “Declaration of Domestic Partnership” (LAUSD Form DP 1.0)</u>
	<u>At least two of the documents listed in Section 8.1b.(9) below</u>
<u>Child, to age 26*</u>	<u>Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)</u>
<u>Stepchild, to age 26*</u>	<u>Birth Certificate and income tax return showing student status</u>
<u>Adopted Child, to age 26*</u>	<u>Adoption papers</u>

Article XIII – Health and Welfare

Child who is a Legal Ward,
to age 26*

Court Order establishing legal
guardianship

*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

Article XIII – Health and Welfare

c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)* may continue to be covered beyond age twenty-six (26)*.

ARTICLE XIV

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 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, 2024, 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, 2024.

APPENDIX A

SALARIES

1.0 Effective January 1, 2024, the wages and salaries of all Unit members shall be in accordance with the flat rate listed below:

CLASS CODE	CLASS TITLE	HOURLY RATE
8484	Out-of-School Program Supervisor (Unclassified)	<u>\$24.30213</u> / hour
8485	Out-of-School Program Worker (Unclassified)	<u>\$22.52612</u> / hour
8486	Out-of-School Program Helper (Unclassified)	<u>\$22.52612</u> / hour

APPENDIX A
Unit G
July 1, 2023 Salary Schedule

Class Code	Class Title	Unit	Hourly / Monthly Rate	Hourly
5337	Community Representative A and (Restricted)	GX	Hourly	\$22.52612
5338	Community Representative C and (Restricted)	GX	Hourly	\$22.52612
5339	Community Representative D and (Restricted)	GX	Hourly	\$26.74716
5340	Community Representative E and (Restricted)	GX	Hourly	\$30.72035
5367	Out-of-School Program Supervisor and (Restricted)	GG	Hourly	\$24.30213
5369	Out-of-School Program Worker and (Restricted)	GG	Hourly	\$22.52612
5360	School Supervision Aide and (Restricted)	GX	Hourly	\$22.52612

APPENDIX B

SEIU, Local 99
Unit F

MEMORANDUM OF UNDERSTANDING
2020-2021

This Tentative Agreement is made and entered into this ____ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 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. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
- I. **2020-2021:**
- Retention & Appreciation Bonus:
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

TD TA
3/24/23

APPENDIX B

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

Date of agreement: 3/14/23

Los Angeles Unified School District

SEIU, Local 99

By: Tommy D. Stojia
On Behalf of LASUD

By: [Signature]
On Behalf of SEIU

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

By: _____
Jackie Goldberg, President
LAUSD Board of Education

APPENDIX B

SEIU, Local 99
Unit G
MEMORANDUM OF UNDERSTANDING
2021-2024

This Tentative Agreement is made and entered into this 24 day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit G (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

TA TD
3/24/23

TA MU
3/24/23

APPENDIX B

C. **ADDITIONAL AGREEMENTS:**

1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XIV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

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

Date of agreement: 3/24/23

Los Angeles Unified School District

SEIU, Local 99

By: Tony DiAngelo
On Behalf of LASUD

By: Margaret [Signature]
On Behalf of SEIU

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

By: _____
Jackie Goldberg, President
LAUSD Board of Education

APPENDIX B

District Proposal 9/16/2022
SEIU Counter 10/20/2022
District Counter 10/28/2022
SEIU Counter 11/10/2022
District Counter 12/9/2022
SEIU Counter - None
District Counter 12/20/2022
SEIU Counter - None
District Counter - 3/17/2023
SEIU Counter - None
District Counter - 3/18/2023
District Counter - 3/23/2023

SALARIES

I. 2020-2021:

Retention & Appreciation Bonus:

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

II. 2021-2022:

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. 2022-2023:

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

IV. 2023-2024

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

~~TA~~
03/24/23
For SEIU Local 99

TA TD
3/24/23
LAWD

APPENDIX B

SEIU Proposal – 3/14/2022
District Counter – 9/9/2022
SEIU Counter – 10/13/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 3/23/2023

Unit G - 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, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section ~~(Section 1)~~ through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. ~~All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.~~

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~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

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03/24/23

APPENDIX B

b. 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 proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. 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.

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.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

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APPENDIX B

recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

~~T.A.~~
~~[Signature]~~
03/24/23

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3/29/23

APPENDIX B

SEIU Proposal – 4/7/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 2/24/2023
District Counter – 3/23/2023

Unit G - 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. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

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. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

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

4.0 District Contribution Obligations: (as to all eligible District personnel): Effective January 1, 2024, the District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix (X) for informational purposes only.

5.0 Plan Revisions Through the District-wide Health and Welfare Committee: Plan revisions and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only. A District-wide Health Benefits Committee (HBC) shall be formed.

a. Composition -- Each union shall be entitled to one (1) HBC member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote a piece. The District shall provide resource staff as determined by the HBC and shall provide adequate paid release time for those HBC members who are employees of the District.

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Unit G 2021-2021 Appendix B - 2020-2021 & 2021-2024 MOU

APPENDIX B

b. Decision Making -- Consensus shall be used in all HBC deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the members present and voting.

c. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare trust. Such Trust might include other public or private sector employees as determined by the HBC. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

d. The HBC shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 6.0 below).

6.0 Eligibility for Plans: Effective January 1, 2024, all Unit G employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification in a status other than substitute, temporary, extra, exchange, or relief shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit G Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and accepts medical coverage solely under an equivalent plan(s), the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

7.0 Unit G employees will continue the current practice which does not include eligibility for retirement health benefits.

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APPENDIX B

8.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

8.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 6.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

a. Documentary Proof of Status Required for Dependents

<u>Dependents</u>	<u>Documents Required (copy)</u>
<u>Legal Spouse</u>	<u>State- or County-issued Marriage Certificate</u>
<u>Domestic Partner</u>	<u>Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)</u>
	<u>At least two of the documents listed in Section 8.1b.(9) below</u>
<u>Child, to age 26*</u>	<u>Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)</u>
<u>Stepchild, to age 26*</u>	<u>Birth Certificate and income tax return showing student status</u>
<u>Adopted Child, to age 26*</u>	<u>Adoption papers</u>
<u>Child who is a Legal Ward, to age 26*</u>	<u>Court Order establishing legal guardianship</u>

*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

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Unit G - 2021-2021 Appendix B - 2020-2021 & 2021-2024 MOU

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Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

b. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)* may continue to be covered beyond age twenty-six (26)*.

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APPENDIX B

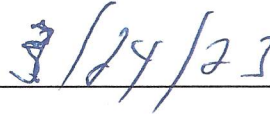
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99
EDUCATION & PROFESSIONAL DEVELOPMENT FUND
UNITS B, C, F, & G**

This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

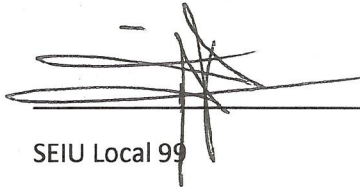
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.



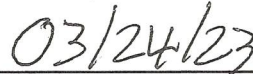
Los Angeles Unified School District



Date



SEIU Local 99



Date

APPENDIX B



Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL
OFFICE OF LABOR RELATIONS
333 S. Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

ALBERTO M. CARVALHO
Superintendent

DEVORA NAVERA REED
General Counsel

ANTHONY DIGRAZIA
Director

March 24, 2023

Max Arias
Service Employees International Union (SEIU), Local 99
3530 Wilshire Blvd., #1800
Los Angeles, CA 90010

RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

TD
LAUSD

3/24/23
DATE

[Signature]
SEIU, LOCAL 99

03/24/23
DATE

**2024 - 2025 HEALTH BENEFITS BARGAINING AGREEMENT
BETWEEN THE
LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE UNIONS/ASSOCIATIONS
REPRESENTING DISTRICT EMPLOYEES
October 5, 2023**

I. PURPOSE

The terms and conditions of this 2024 - 2025 Health Benefits Agreement (“Agreement”) constitute the successor agreement to the 2022 - 2023 Health Benefits Agreement. This Agreement is intended to continue to accomplish the following purposes:

1. Establish and maintain stability in the delivery, annual cost, and level of District contributions to health and welfare benefits;
2. Mitigate, if not remove, the necessity for annual negotiations over matters relating to the cost of health and welfare benefits;
3. Provided through the term of this MOU, sufficient resources to the Health Benefits Committee (“HBC”) to allow for the same level of coverage for current employees and retirees and to recognize that the provision of such resources shall be recognized by all parties as part of negotiated total compensation for District employees;
4. Emphasize the critical role of the Health Benefits Committee (“HBC”) to contain costs within the annual “budget” for healthcare (plus reserve funds, if any) through plan design and, if necessary, through direct contributions from participants;
5. Incentivize the HBC to continue to find cost savings and enact, in a timely and preventive manner, meaningful changes to District plan designs and to take whatever measures are necessary to “live within” the health and welfare budget as set forth herein; and
6. Address meaningfully the District’s growing unfunded liability resulting from other post- employment benefits (OPEB) in accordance with GASB.

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II. CONTRIBUTIONS TO THE HEALTH AND WELFARE FUND 2024 & 2025 PLAN YEARS

The District shall make contributions to fully fund the per participant costs of the Health and Welfare Agreement for the 2024 and 2025 calendar years, exclusive of any plan design changes that increase benefit costs and inclusive of Administrative costs as outlined in ART III, Section 5. Future contributions shall be subject to negotiations for a successor agreement. Such negotiations shall commence in January 2024 with a facilitator if mutually agreeable to the parties.

III. ROLE AND OPERATIONS OF THE HEALTH BENEFITS COMMITTEE (“HBC”)

1. Plan Consultant: A consultant shall be mutually selected by the HBC and the District, who will remain in a contractual relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be withheld except for good and sufficient cause.
2. HBC Responsibility for Plan Design: The HBC shall be responsible for proposing all plan design modifications, including but not limited to co-pays, deductibles, premium contributions, assessments, and selections, addition, termination of health plan/providers for all active and retired employees. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this Agreement. The HBC shall not recommend any changes that would expand eligibility; it being understood that questions of eligibility, including for new hires, are decided by each bargaining unit through the unit specific collective bargaining agreements.
 - a. In alignment with Article I Section 5 on an annual basis, the HBC will direct the consultant to survey current health benefit offerings available to employers, including but not limited to public employers of comparable size and scope.
3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBC and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval, which shall not be withheld except for good and sufficient cause.
4. Components of District Contribution: The District’s annual “total contribution” or “total aggregate contribution” amounts as set forth throughout this Agreement represent the complete and total amount of such contribution from all sources.

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Therefore, while sources such as interest earned on the health fund, Medicare D reimbursements, or any other rebates or refunds, e.g., EGWP savings, may be utilized by the District to contribute to its total contribution amounts, they shall not be utilized to increase such contribution obligation beyond the amounts set forth herein.

5. Administrative Costs: The requirement that health benefits expenses “live within” the annual budget as established by the District’s annual contribution shall include, as an expense to be covered by the health fund, costs associated with administration of the health fund with the expenses and contributions to be evaluated on an incurred basis. On a quarterly basis, the District shall provide the HBC with an itemized report on the administrative costs incurred in the current plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions by the HBC and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and HBC shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work, and estimated costs.

The District shall make available to the HBC all information regarding the funding of benefits including but not limited to per participant contributions levels.

6. Unspent Reserve Funds: Any unspent funds in the health fund (after all of the 2023 costs have been covered) shall remain as an ending use after December 31, 2025 unless mutually agreed for other purposes related to Health and Welfare .

Any unspent funds from the 2022-2023 agreement, after all 2022 and 2023 costs have been paid, shall be maintained as a reserve through the term of this agreement and may only be used to improve or adjust plan designs with consensus agreement by the parties of the HBC and subsequent approval by the Board of Education.

7. Cooperation between HBC and the District: It is agreed that the arrangements and relationships between the HBC and the District are to be approached on a mutually cooperative and professional basis, with full reciprocal disclosure of Plan-related data and practices.

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IV. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

1. Quarterly Report: The Plan Consultant/District shall report to the HBC and all participating unions/associations on a quarterly basis regarding the status of the Health Fund. Specifically, such reports shall indicate whether the full accrued or incurred (i.e., this means that expenses are to be recognized in the period they are accrued/incurred regardless of when they are paid) expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover “reserve fund” balances. This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
2. Required Plan Design Changes: If any two consecutive reports project a shortfall, the HBC shall act immediately to implement plan design changes pursuant to this Agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take such action, or if the District asserts that the proposed HBC actions is insufficient to avoid a deficit, the dispute resolution procedure in section V (2) (Expedited Arbitration Process) shall apply.
3. Deduction From Contributing For Following Year: If any of the foregoing actions does not negate the shortfall (defined as exhaustion of total annual District contribution and reserves) in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District’s contribution to the Health Fund for the following year.

V. DISPUTE RESOLUTION PROCEDURES

1. The following types of disputes are subject to the identified resolution procedures set forth below:
 - a. If the HBC fails to take action by August 1 of any given year to contain health and welfare benefit costs within the District contribution obligations/limits and reserve funds, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligation/limits (“within the budget” as set forth above), or over whether the District has fulfilled its contribution obligation under this Agreement, see expedited arbitration process in-Section 2 below;
 - b. If there is a dispute as to whether the Board of Education has withheld approval of a timely submitted HBC negotiated vendor contract without good and sufficient cause, see section 3 below.

APPENDIX C

- c. If there is a claim asserted by the District that a planned change is illegal, (see section 4 below);
 - d. If there is a claim asserted by the District that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future plan participants (see section 5 below); or
2. Expedited arbitration process for resolving disputes as to whether proposed plan changes will contain Health and Welfare costs within the budget or whether the District has fulfilled its contribution obligation under this Agreement:
- a. The issues in dispute regarding whether proposed plan design changes will contain health and welfare costs within the budget and/or whether the District has fulfilled its contribution obligations under this Agreement shall immediately be submitted to expedited binding arbitration before a three-person panel comprised of one union/HBC representative, one District representative, and a third neutral panel member agreed to by the first two panel members or, failing that, from a list provided by the California State Mediation and Conciliation Service. Such selection shall occur within three (3) workdays of August 1.
 - b. Such arbitration shall occur within five (5) workdays of August 1.
 - c. The sole issues for arbitration shall be (i) whether the HBC plan design recommendations contain costs come within the District contribution obligation plus carryover "reserve fund" balances (if any), and/or (ii) whether the District has fulfilled its contribution obligations under this Agreement. The arbitration panel shall have no authority to increase the District's contribution as set forth in this Agreement. The arbitration panel shall issue a written decision no later than three (3) workdays following the hearing.
 - d. If the arbitration panel decides that the HBC's plan recommendations do not come within the District's defined total contribution obligation plus carryover "reserve fund" balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to ten (10) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the defined per-participant contribution obligation for the upcoming plan year, and if it does not, the panel, shall prescribe its own amended plan to come within the

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District's contribution obligation plus carryover "reserve fund" balances if any, which shall be binding on the parties.

3. Expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause:
 - a. This procedure is available only if the vendor contract was submitted to the District on a timely basis (i.e., on or before August 1), and if the procedure is invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
 - b. Such issue shall immediately be submitted to expedited binding arbitration, before a panel, selected per section 2.a and with the arbitration occurring within the time limit of section 2.b. above.
 - c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) workdays following the hearing.
 - d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to negotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.
4. Procedure If District Asserts HBC Proposed Action is Illegal:
 - a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a summary of legal authorities and reasoning for this assertion.
 - b. The HBC may respond to the District in writing within five (5) workdays with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.

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5. Mediation procedure if District asserts that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future Plan participants:
 - a. If the District makes the assertion stated in section 5 immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted to mediation immediately.
 - b. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
 - c. The mediation shall be held as soon as possible, but in no event later than ten (10) workdays following selection of the mediator.
 - d. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendation within three (3) workdays following the mediation.
 - e. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent agreement cannot be reached, the HBC's planned change (whether modified or not), shall be implemented.
6. Costs: If the timelines set forth above are not met and cause a delay in the open enrollment period and/or January 1 of the upcoming calendar (Plan) year such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1.
7. District Implementation: If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's defined total aggregate contribution level, the District, consistent with an arbitration panel findings (as provided for V, 2, d), may implement plan design changes and/or premium contributions from current employees through automatic payroll deduction and/or from retiree through direct payment or other means to the extent necessary to contain health and welfare costs within the District's defined total aggregate contribution level. Upon request, the District will consult with the unions before implementing any

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such measures to discuss any possible cost savings alternatives. Such consultation shall be completed within thirty (30) calendar days of notice from the District.

VI. WITHDRAWAL FROM HBC

Prior to the November census of participants of any given year, each union shall have the option of informing (in writing) the HBC of its intention to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union or by the District) and to establish a separate plan for its participants to be implemented for such removed participants for the second January 1 upcoming (e.g., a notice given October 30 of 2023 would be subject to implementation (assuming that it is finalized) effective by January 1, 2025).

VII. COMMITMENT TO EQUITY

Determine how existing policies support the commitment to equity and determine the costs to make improvements to the following:

1. Gender affirmation care;
2. Family formation benefits;
3. Increased mental health benefits; and
4. Wellness Programs

VIII. OPEB (OTHER POST EMPLOYMENT BENEFITS)

On no less than a semi-annual basis, in alignment with Article I, Section 6, OPEB shall be agendaized on the regular HBC meeting.

IX. IMPACTS OF LEGISLATION

The parties shall, upon the written request of either the District or the union (collectively), meet and negotiate over the impact (if any) of newly adopted state or national legislation or regulations upon the Health Plans or this Agreement, including but not limited to any legislation or implementing regulations arising under the Health Care Reform and Affordable Care Act of 2010, or Court decisions affecting such legislation or regulations, including but not limited to reopening of current terms of this Agreement to respond to such matters.

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X. TERM OF AGREEMENT

This Agreement shall cover the Health Benefit Plan years for 2024 & 2025, and expire December 31, 2025. The parties agree to begin bargaining for a successor healthcare agreement in January 2024.

XI. EXPIRATION OF AGREEMENT

In the absence of a subsequent negotiated agreement, the District's per enrollee contribution levels of the most recent Plan year shall remain in effect, and the District may unilaterally implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's contribution levels, subject to upward adjustment due to existing ending reserve fund balances (if any), and/or to downward adjustment to reflect prior year expenditures which exceeded the then-current contribution obligation (if any).

XII. ENTIRE AGREEMENT

This document contains and embodies the final and entire agreement between the parties governing the provision of Plan benefits to District employees for 2024 & 2025, replacing and superseding all prior negotiations, proposals, and the 2022 - 2023 Health Benefits Agreement, except that it shall have no impact on the terms and conditions of the previous MOU. The parties shall not be bound by any requirements or understandings dealing with the financial provisions for the 2024 & 2025 Health Benefits that are not explicitly stated in this Agreement. This Agreement may be amended or supplemented, but only by mutual written agreement.

ha 10/5/23

APPENDIX C

IT IS SO AGREED:


On behalf of Los Angeles Unified School District

10/5/23
Date


On behalf of Associated Administrators Los Angeles

10/5/23
Date


On behalf of California School Employees Association

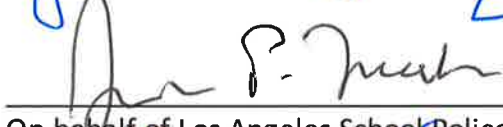
10/5/23
Date


On behalf of LAOC Building Trades

10/5/2023
Date


On behalf of Los Angeles School Police Association

10/5/2023
Date


On behalf of Los Angeles School Police Management Association


10/5/2023
Date


On behalf of SEIU

10/5/2023
Date


On behalf of Teamsters Local 572

10/5/23
Date


On behalf of United Teachers Los Angeles

10-5-23
Date

Adopted and Approved by the Board of Education on _____
Date

By: _____
Jackie Goldberg, Board President