

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

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 B (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.

C. **ADDITIONAL AGREEMENTS:**

1. Article IV – Union Rights
2. Article VII – Non-Discrimination and Respectful Treatment
3. Article IX – Hours and Overtime
4. Article XIII – Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
5. Special Education Assistant Sideletter
6. Education and Professional Development Fund Sideletter
7. Joint Labor Management Committee Topics Sideletter

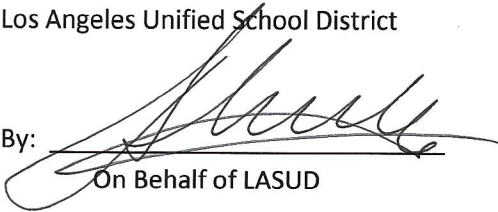
D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

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

Date of agreement: 03/24/23

Los Angeles Unified School District

By: _____



On Behalf of LASUD

SEIU, Local 99

By: _____



On Behalf of SEIU

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

By: _____

Jackie Goldberg, President
LAUSD Board of Education

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.

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For SEIU Local 99

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SEIU Proposal – 5/25/2022
District Counter – 09-16-2022
SEIU Counter – 10/13/2022
District Counter – 10/20/2022
District Amended Counter – 10/28/2022
District Counter – 3/24/2023

Unit B – Article IV

UNION RIGHTS

1.0 – 8.0 – CCL (Current Contract Language)

9.0 Labor Management Committees: Labor Management committees, each comprised of ~~five~~ six (6) Unit B members as designed 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~~ two such meetings per quarter in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve ~~operational efficiency~~ operations in their designated area, including but not limited to discussion of staffing ratios.

The Special Education Committee's charter and the Early Education Center committee's charter shall include exchange and discussion of information related to the Consent Decree. Any agreements reached, or actions undertaken by the Special Education Committee or the Early Education Center committee shall be within limitations set forth by the Consent Decree.


~~The committees may shall not reach agreement with administrators regarding matters that improve operations. However, they shall not reach agreement on any matters that conflict with or modify the collective bargaining agreement within the scope of representation~~ including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for Unit B committees shall be:

(1) Special Education;

(2) Early Education

~~(2)~~ (3) All others areas where Unit B employees are assigned.

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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 B - ARTICLE VII

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.

b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the

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

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SEIU Proposal – 4/21/2022
District Counter – 9-16-2022
SEIU Counter – 10/13/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 3/24/2023

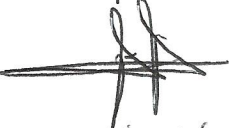
**Unit B - Article IX
Hours and Overtime**

1.0 - 1.8 – CCL (Current Contract Language)

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee's availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill).

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SEIU Proposal – 5/25/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 2/24/2023
District Counter 3-24-2023

Unit B - ARTICLE XIII

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

1.0 – 5.0 – Current Contract Language

~~6.0 — Lead and/or training differential~~

~~Any bargaining unit member performing lead duties and/or training other employees shall receive a 5% differential for all hours worked in such capacity. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration. Lead assignments are voluntary shall be rotated and based on classification and then district seniority~~

6.0 Special Education Assistant Differential: For Special Education Assistants assigned to provide additional behavioral intervention support duties to a specific student(s) through the IEP process (as defined by the District), a 5.5% differential will be provided during the period of the assignment.

6-0-7.0 Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes accelerated hiring at a higher rate.

7-0-8.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

7-1-8.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class; and
- c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

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~~8.0~~ 9.0 Salary Placement upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

~~9.0~~ 10.0 Reimbursement for Mileage Expenses: Employees who are required to use their personal vehicles for District business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

~~10.0~~ 11.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

11.0 12.0 Payroll Errors:

~~11.1~~ 12.1 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within (3) work days unless employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that 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 Payroll Administration.

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

~~11.2~~ 12.2 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 V 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 over-payment from the employee's subsequent salary payments. The District

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may allow the affected employee to establish a reasonable method of repayment with Payroll Administration.

~~12.0~~ 13.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

~~12.1~~ 13.1 The longevity increment shall become effective on the first day of the second ~~Special~~ School Month following completion of the qualifying number of years of service.

~~12.2~~ 13.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

~~12.3~~ 13.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

~~12.4~~ 13.4 The longevity increment schedule for years of qualifying District service shall be:

- \$.15625 per hour after 10 years
- \$.18750 per hour after 15 years
- \$.21875 per hour after 20 years
- \$.25000 per hour after 25 years
- \$.28125 per hour after 30 years

~~13.0~~ 14.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.

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**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99
FOR SPECIAL EDUCATION ASSISTANT ASSIGNED HOURS**

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:

- A. Effective January 1, 2024 the District shall initiate a process to reach full implementation on July 1, 2024, of Special Education Assistants identified in the classifications listed below, assigned fewer than 7 hours to be offered the opportunity to be assigned 7 hours.
 - i. Special Education Assistant - (Class Code 4571)
 - ii. Special Education Assistant (Male) – (Class Code 4566)
 - iii. Special Education Trainee – (Class Code 4574)
 - iv. Special Education Trainee (Male) – (Class Code 4562)
 - v. Special Education Assistant (Deaf and Hard-of-Hearing) – (Class Code 4578)

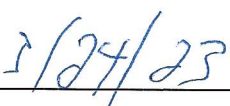
- B. All Special Education Assistants acknowledge that they may be assigned to perform any and all duties outlined in the class description.

- C. Additional hours and/or overtime hours worked will be paid in accordance with Article IX – Hours and Overtime.

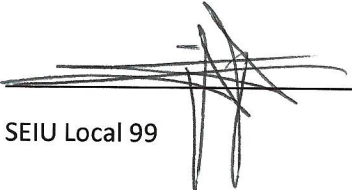
This non-precedent-setting agreement shall be in effect from January 1, 2024 through June 30, 2028.




Los Angeles Unified School District



Date



SEIU Local 99



Date

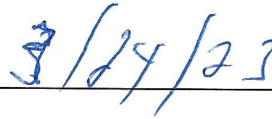
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99
EDUCATION & PROFESSIONAL DEVELOPMENT FUND
UNITS B, C, F, & G**

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:

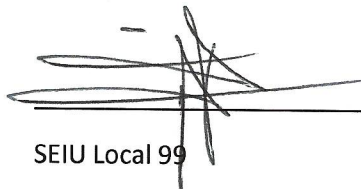
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall 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



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:

LAUSD

SEIU, LOCAL 99

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