

**SEIU, Local 99**  
**Unit C**  
**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 C (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.

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C. **ADDITIONAL AGREEMENTS:**

1. Article IV – Union Rights
2. Article VII – Non-Discrimination and Respectful Treatment
3. Article IX – Hours and Overtime
4. Bus Bidding Procedures Sideletter
5. Select Classifications 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 C and to final approval by the LAUSD Board of Education.

Date of agreement: 3/24/23

Los Angeles Unified School District

By: Tony Di Biase  
On Behalf of LASUD

SEIU, Local 99

By: [Signature]  
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 – 9-16-2022  
SEIU Counter – 10/28/2022  
District Counter – 3/24/2023

Unit C – ARTICLE IV

Union Rights

**1.0 – 10.0 – CCL (Current Contract Language)**

10.0 Special Committees: Labor Management committees, each comprised of five (5) Unit C employees, with the exception of Transportation and Mechanics which shall be entitled to ~~(6)~~ seven (7) representatives, 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 and find solutions. There shall be no more than one (1) such meeting per quarter in the areas of Food Services and the Information Technology Division, and not more than one (1) such meeting per month during the school year in the areas of Transportation, Mechanics, Maintenance and Operations, and Purchasing, 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 in their designated, including but not limited to discussion of staffing ratios. The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas of the Unit C committees shall be:

- (1) Food Services;
- (2) Transportation;
- (3) Mechanics;
- (4) Purchasing;
- (5) Maintenance and Operations;
- (6) Information Technology Division

**10.1 – 11.0 – CCL**

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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 C - 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.

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

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SEIU Proposal – 4/21/22  
District Counter – 10/4/2022  
SEIU Counter – 10/13/2022  
District Counter – 10/20/2022  
SEIU Counter – 10/28/2022  
District Counter – 3/24/2023

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

**1.0 – 2.0 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 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. Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch". 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).

**2.1 – 9.0 - CCL**

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**LAUSD – SEIU, Local 99**  
**Bus Bidding Procedures Sideletter**

The purpose of this Sideletter is to allow District Light and Heavy Bus Drivers to bid on a bus appropriate for their selected route. LAUSD and SEIU agree to the following terms:

- Effective with the Fall 2023 Bid, all LAUSD Bus Drivers will have up to a total of two (2) minutes to bid on a route and a bus.
- Bus Drivers will bid a route and a bus in accordance with the Annual Bid Procedures outlined in Article XII of the Unit C Agreement.
- Bus Drivers will first bid on a route before bidding on a bus.
- LAUSD shall provide the list of compatible buses available for bid.
- LAUSD reserves the right to set aside and exclude certain buses from the list of buses available for bid. This includes buses that are set aside for Assistant Area Bus Supervisors (AABS), for bus drivers with reasonable accommodations, and for the purpose of having spare buses available when assigned buses are out-of-service.
- Buses shall be distributed among the six (6) bus yards based on parking availability and fueling requirements.
- Bus Drivers must bid a bus from the compatible bus list provided by LAUSD and meets the following requirements:
  - Parks at the bus yard where the route bid originates.
  - Meets the capacity indicated on the route list of the route bid.
- Buses shall not be relocated from the bus yard where the bus is currently parked.

Upon 60 days' written notice, either party may request to meet and confer, to make modifications to this sideletter.

  
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Los Angeles Unified School District

3/24/23  
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Date

  
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SEIU, Local 99

03/24/23  
\_\_\_\_\_  
Date



# Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 20<sup>th</sup> 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 23, 2023

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

## RE: SEIU SELECT CLASSIFICATIONS - A BASIS


Dear Mr. Arias:

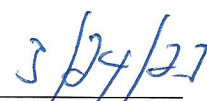
This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following classifications will be placed on A Basis effective July 1, 2023:

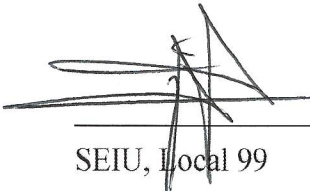
1. IT Solution Technician
2. IT Support Technician I
3. IT Support Technician II
4. Sr. IT Support Technician
5. Stock Clerk
6. Stock Worker
7. Light Truck Driver
8. Truck Driver Helper
9. Class A Commercial Truck Driver
10. Class B Commercial Truck Driver
11. Forklift Operator
12. Sr. Offset Machine Operator
13. Sr. Offset Press Operator
14. Assistant Photo Technician


This non-precedent setting agreement shall be in effect from July 1, 2023 through June 30, 2027.

It is so agreed:

  
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LAUSD

  
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Date

  
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SEIU, Local 99

  
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**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:

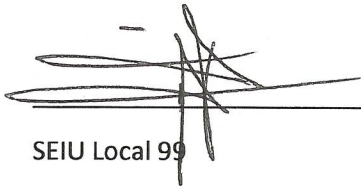
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall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



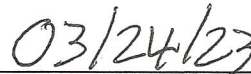
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Los Angeles Unified School District



\_\_\_\_\_  
Date



\_\_\_\_\_  
SEIU Local 99



\_\_\_\_\_  
Date



**Los Angeles Unified School District**

OFFICE OF THE GENERAL COUNSEL  
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**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:

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LAUSD

3/24/23  
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DATE

[Signature]  
\_\_\_\_\_  
SEIU, LOCAL 99

03/24/23  
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