

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**  
**UNITS B, C, F, G**  
**2014-2017**

This Memorandum of Understanding is made and entered into this 27<sup>th</sup> day of June, 2014 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, Local 99 ("SEIU") for employees in Units B, C, F, and G.

Pursuant to the parties 2011-2014 Agreement, the District and SEIU, Local 99 have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2011-2014 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. For the 2014-2017 school years, the District and SEIU Local 99 agree to the following with respect to compensation:

**2014-2015**

Effective July 1, 2014, all SEIU bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the current base wage schedules. Thereafter, any salary steps that still remain less than \$11.00 per hour shall receive a living wage adjustment to an hourly rate of \$11.00.

**2015-2016**

Effective July 1, 2015, all SEIU bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the 2014-15 base wage schedules. Thereafter, any salary steps that still remain less than \$13.00 per hour shall receive a living wage adjustment to an hourly rate of \$13.00. The wage increases for those earning more than \$13.00 are contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of these wage increases. If there are indications that such resources may not be sufficient, the District shall promptly give notice to SEIU and immediately commence reopener negotiations for all bargaining unit members earning more than \$13.00.

**2016-2017**

Effective July 1, 2016, all SEIU bargaining unit members shall receive a 2.5% on-schedule wage increase applied to each step on the 2015-16 base wage schedules. Thereafter, any salary steps that still remain less than \$15.00 per hour shall receive a living wage adjustment to an hourly rate of \$15.00. The wage increases for those earning more than \$15.00 are contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of these wage increases. If there are indications that such

resources may not be sufficient, the District shall promptly give notice to SEIU and immediately commence reopener negotiations for all bargaining unit members earning more than \$15.00.

C. For calendar years 2015-2017, the parties have agreed to reopen on Health and Welfare for applicable bargaining units, subject to coordinated bargaining on health and welfare.

D. The parties' 2014-2017 Agreement shall be further modified as follows:

1. **ACCESS TO HEALTH CARE BENEFITS** - The Union and the District shall agree to a Side Letter of Agreement that provides the procedures and protocols for the Union and the District to negotiate issues of health care for bargaining unit employees, beginning no later than September 30, 2014.

2. **SEMI-MONTHLY PAY** - The Union agrees to the implementation of a semi-monthly pay system, effective July 2015. The District and Union will identify financial assistance for employees at no cost to the District. The District shall notify impacted employees in a timely way of this change and provide education materials to explain this change.

3. **EVALUATION** - The Union and District agree to a year-long pilot of the Classified Growth and Development Cycle evaluation under the following conditions:

- a. The pilot shall include up to 500 unit members that fairly represent all bargaining units and classifications.
- b. All unit members taking part in the pilot shall do so on a voluntary basis only during work hours.
- c. Each bargaining unit member that completes the pilot program shall receive a one-time payment of \$200.00, payable upon completion of the pilot program.
- d. Evaluations of bargaining unit members taking part in the pilot shall be non-punitive.
- e. The period for the pilot program shall be the 2014-2015 school year. During the pilot period, the Union shall be provided with regular materials and reports regarding the pilot program.
- f. Upon completion of the pilot program, an equal number of representatives of the Union and District shall meet and agree upon any changes to the program before its full implementation.

4. **HOURS AND WORK YEARS** - The Union and the District agree to make concerted efforts to assess the feasibility of increasing the hours of existing bargaining unit members and reducing the percentage of part-time workers in each bargaining unit during the terms of the contract. As such, the Union and the District shall, before September 30, 2014, form and convene an Hours and Work Years Improvement Committee that shall be tasked with accomplishing the following:

- a. Determining ways to increase work hours for interested bargaining unit members by using natural attrition and other non-monetary cost processes;

- b. Determining ways to increase the number of 8-hour positions for interested bargaining unit members by transferring work from private contractors to Local 99 bargaining units, if applicable;
- c. Determining ways to restore work year bases, by using natural attrition, for existing unit members who experienced shortened work years;
- d. Developing quarterly reports that allow for the monitoring of attrition and resolution of problems through the newly-formed Hours and Work Year Improvement Committee.
- e. Determining attendance incentives to increase attendance.

The Hours and Work Years Improvement Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District. The Committee shall meet bi-monthly and a minimum of six (6) times during each school year to ensure continual progress.

**5. SAFETY AND MATERIALS** - The Union and the District agree to establish a joint Safety and Materials Committee to resolve health and safety concerns of unit members. The Safety and Materials Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District. The Committee shall meet monthly and a minimum of nine (9) times during the school year to ensure full completion of its charge. During the initial meetings of the Committee, the following matters shall be discussed:

- a. Issues raised by unit members re: adequate break rooms and restrooms in transportation yards;
- b. Issues raised by unit members re: bullying by administrators and others.

**6. TRAINING AND CAREER PATH** - The Union and the District shall establish a joint Training and Career Path Advisory Committee to increase unit member opportunities for career advancement and to recommend training. The Committee shall be comprised of five (5) members appointed by the Union and five (5) members appointed by the District and shall meet quarterly. Joint recommendations from the Committee shall be forwarded to the Superintendent and the Personnel Commission for consideration.

**7. OASIS** - The Office of Data and Accountability will develop a report on the progress of the program and its identified goals. The Union and the District agree to reopen discussions on the subject of OASIS on or after January 1, 2016.

**8. VACATION** - The District agrees to work towards reducing the amount of blackout days. Additionally, the District agrees to discuss the subject of vacation blackouts and waivers within the Hours and Work Years Committee referenced in #4 above.

**9. ASSIGNMENTS** - The District agrees to review the issues raised by SEIU below with respect to assignments within the Hours and Work Years Improvement Committee including:

- a. Language changes in the Unit B and Unit C contracts to increase the number of full-time positions by District seniority in each unit in a serious and measurable way by the end of the contract term. For Unit B, seniority lists shall be developed by the parties during the

2014-2015 contract year for all classifications in the same manner as "family" classification groups are found in Article 11, Section 7.4.

- b. The criteria for all Unit B position reductions at work sites and for the filling of open positions, shall be by seniority and shall use the same process for establishing posted seniority lists that are found Unit F contract, Article X, Section 2.1 and Section 2.2.

The Union and District agree to memorialize a process to notify and move restricted employees into regular status.

The District and the Union agree to discuss assignments related to Bus and Truck Operations Bidding Procedures within the Hours and Work Years Improvement Committee with the understanding that no current rights or privileges shall be reduced or limited.

- 10. **GRIEVANCE PROCEDURE** - Strike language in each contract requiring individual signatures for all impacted members and add the following language in the grievance procedure for each bargaining unit to allow for the filing of class action or group grievances:

"Grievance as defined under this article may be filed by the affected employee or by the Union on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, however, 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."

- 11. **UNION RIGHTS** -- For the 2014-2015 year, SEIU Local 99 will be provided with a location in close proximity to *New Employee Orientation* where they can speak to members prior to the beginning of *New Employee Orientation*. Granting of this right shall not interfere with the employee being on time to *New Employee Orientation*.

- 12. **TERM** - The parties agree to a three (3) year term covering July 1, 2014-June 30, 2017.

The above is subject to ratification by the SEIU Local 99 membership and to final approval by the LAUSD Board of Education.

Date of agreement: 6/27/14

Los Angeles Unified School District

Service Employees International Union, Local 99

By: Vivian Ekchian  
Vivian Ekchian  
Chief Labor Negotiator

By: Courtnei Pugh  
Courtnei Pugh  
Executive Director

*[Handwritten signatures and notes for Los Angeles Unified School District and Service Employees International Union, Local 99]*

Adopted and approved by the Board of Education on \_\_\_\_\_, 2014.

By: \_\_\_\_\_

Richard Vladovic, Ed.D.  
President