

**Los Angeles Unified School District
Materiel Management Branch
ADDITIONAL ASSIGNMENTS**

This side-letter will confirm the agreement reached between the Los Angeles Unified School District and SEIU, Local 99 (Local 99) regarding the above referenced matter, effective July 1, 2017.

Z-TIME ASSIGNMENT SELECTION PROCEDURES

The Annual Bidding Priority List will be used to create a Z-time Selection List for Class A and B Commercial Truck Drivers and Truck Driver Helpers as reflected in the side letter dated August 1, 2016 and Article XII, Section 2.1(b) of the collective bargaining agreement between the District and SEIU. Seniority in Classification as determined by Personnel Commission Rule 740 will be used to create a Z-time Selection List for Stock Workers, Stock Clerks and Forklift Operator.

1. The Materiel Management Branch shall annually post the Z-time Selection List from which all Z-time assignments shall be assigned in rank order within four areas*.
2. Employees listed on the Z-time Selection List shall be offered in rank order within their assigned classification within their assigned area. Z-time assignments shall be for the entire duration of the assignment. In cases where a Z-time assignment ends prior to the anticipated end-date, the least ranking employee within the affected assignment will be released and returned to the Z-time Selection List. If the assignment is re-established it shall be offered to the affected employee(s). There shall be no "bumping" between Z-time assignments unless the affected employee's assignment is reduced more than five (5) days.
3. An employee may request clarification of the Z-time Selection List prior to the date of the selection meeting, provided, however, that nothing precludes the District from making changes to any of the Z-time information prior to the start of the selection meeting and that the Z-time Selection List presented and used at the selection meeting shall be deemed final.
4. All available Z-time assignments shall be posted by assigned area by classification no less than three (3) days prior to the selection date in Truck Operations and ten (10) days prior to the selection date for the Distribution Center staff, allowing all employees to review the assignments.
 - a. The District shall e-mail (utilizing the employee's District e-mail) all employees who are absent on the day Z-time selection assignments information is posted.
 - b. The e-mail will consist of all posted Z-time selection information, including the Z-time Selection List.
5. The District reserves the right to change the posted Z time assignments (jobs) prior to the selection process and based upon the operational needs of the department. All changes made to the selection information shall be announced at the start of the selection meeting and deemed final.
6. The selection process, by assigned area, will start at the highest ranked employee listed on the Z-time Selection List within their classification within their assigned area. Employees shall not be guaranteed any particular assignment, start time or work location.

- a. An employee who is absent from a selection meeting for reasons other than extended illness leave or industrial injury/illness leave may, prior to the start of the meeting, submit to the designated Selection Coordinator a written "Authorization to select" letter designating another employee to select on his/her behalf.
 - b. An employee who is absent from the selection meeting due to an emergency (as defined by Article XIII, Section 13.0 a-g) may telephone his/her selection to the designated representative prior to the start of the selection meeting.
 - c. Employees who are on extended illness or industrial injury/illness leave and who, prior to the selection meeting, do not present a contractually appropriate doctor's authorization to return to work without restrictions on or before the selection meeting shall not be eligible to select an assignment until they are medically cleared.
 - d. Once medically cleared without restrictions employees will be offered available assignments in accordance to their rank on the Z-time Selection List. There shall be no "bumping" of lower ranked personnel already assigned.
7. The appropriate Manager or designee may adjust assignments when necessary to meet the operational needs of the District.
 8. Attendance at selection meetings shall be in paid status.
 9. The Union shall be allowed up to two (2) observers at each selection meeting. Attendance shall not impede on the daily operational requirements of the assigned area.
 10. If any additional assignments become available for day(s) already offered, the following two-step process shall apply:
 - a. "Scheduled" Scheduled job shall be defined as any job starting more than 24 hours, excluding weekend and holidays of the confirmed start date/time. Additional Z-time assignments shall continue to be offered from where the offer process ended for that particular day in rank order (e.g last person offered was 10 next person offered is 11) from the Z-time Selection List in rank order to employees not currently assigned. If an employee refuses a Z-time assignment, he/she forfeits the opportunity of that Z-time assignment. If an employee is offered a Z-time assignment by telephone, the Branch shall leave a message that work is available on a specific date, start time, time called and date of the call. The employee will be given eight (8) hours to respond. If there is no acceptance within the given time, then the employee forfeits the opportunity of that Z-time assignment. The area shall maintain a log with the date and time of the communication.
 - b. "Immediate" (job starting within 24 hours excluding weekend and holidays of the confirmed start/date time) additional Z-time assignments that become available for day(s) already offered, shall continue to be offered from where the offer process ended for that particular day in rank order (e.g last person offered was 10 next person offered is 11). Employees will be contacted as needed starting the workday prior to the assignment start time, including as early as 3:00 a.m. the day of the assignment, and the District will move immediately to the next employee if there is no immediate acceptance. An employee who was not available to accept the call, may return

the call and provided the list has not been finalized may accept the offer for work for the assignment in question.

11. Materiel Management Branch employees must report absence to their designated supervisor/office phone numbers as follows:
 - a. Distribution Center staff shall call (562-654-9005) in an absence no later than two (2) hours prior to their start time.
 - b. Truck Operations staff shall call the dispatch office (562-654-9001) in an absence no later than two (2) hours prior to their start time.
12. Employees returning to service, after an absence, must notify their designated supervisor's office, no later than 12:00pm (noon) of the workday prior to the anticipated return.
13. Employees not meeting the requirement set forth in # 12 who report for work will be considered unavailable for the day and sent home without pay.
14. Employees are not eligible to utilize paid benefit time when assigned on Z-time unless they notify the designated supervisor as required by paragraph #11. Each fiscal year, during Z-Time assignments employees are eligible to utilize a total of 3 paid illness, personal necessity or bereavement days on no more than 5 occasions.
15. At the discretion of the Director of Materiel Management or designee, an employee may have their Z-time assignment terminated and be placed at the bottom of the Z-time Selection List until a new list is calculated and adopted if any of the following occur during the Z- time assignment:
 - a. Absent four (4) or more days
 - b. Tardy three (3) or more times
 - c. Fail to call (no call/no show) on one (1) absence
 - d. Fail to call one (1) day within the allotted time
16. Employees are required to provide current telephone information and District email address in writing to their designated supervisor and to immediately notify their assigned area of any changes in contact information.
17. Employees who report, and do not accept their Z-time work assignment for the day will be sent home immediately and paid only for time worked. On the second occasion, the employee will forfeit any remaining pre-scheduled Z-time workdays and will be placed at the bottom of the Z-time Selection List until a new list is calculated and adopted.
18. The language in Article XII, Section 2.1 (a) does not apply during Z-time.
19. Training during unassigned days shall be assigned based on the necessary classifications and the operational needs of the assigned area.
20. Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours or workdays on Z-time assignments. Employees will be sent home when no work is available using the Z-Time Selection List in inverse rank order within the assignment.
21. Disputes and claims for work not assigned shall be submitted in writing to Section heads within two (2) working days of the date in question. A resolution will be provided within twenty-four (24) hours. If the resolution provided is considered unsatisfactory to the employees, the matter will be subject to the terms under Article V of the Grievance Procedure.

22. In order to provide cross-training, up to ten (10) employees in the Warehouse will be offered the opportunity to be trained in other areas of the warehouse prior to December 1, 2017. Ten (10) additional employees in the Warehouse will be offered the opportunity to be trained during the remainder of the 2017/2018 school year. The offering of training will be provided in order based on the list established in #2.
23. This side-letter shall expire on June 30, 2018 unless extended by mutual agreement of the parties.
24. All disputes and claims related to the terms of this Agreement shall be subject to the terms of Article V of the collective bargaining agreement between the District and SEIU.

*The areas are Truck Operations, Stores Distribution, Dry Goods and Freezer Operations. Those individuals who have been cross-trained will be eligible, based on their seniority, to receive work in either Stores Distribution or Dry Goods.

Dated: 6/30/17

Los Angeles Unified School District

SEIU, Local 99

