

SEIU, Local 99
Unit G
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 G (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.

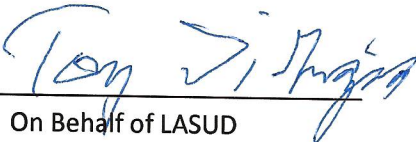
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The above is subject to ratification by the membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: 7/24/23

Los Angeles Unified School District

SEIU, Local 99

By: 
On Behalf of LASUD

By: 
On Behalf of SEIU

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

By: _____
Jackie Goldberg, President
LAUSD Board of Education

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.

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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

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 – 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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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 – 4/7/2022
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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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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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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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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**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:

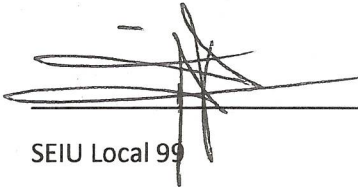
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall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



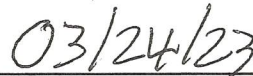
Los Angeles Unified School District



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

DATE

DATE