

**LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL ("TRADES COUNCIL")
MEMORANDUM OF UNDERSTANDING
UNIT E
2022-2025**

This Tentative Agreement is made and entered into this 26th day of May, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles/Orange Counties Building & Construction Trades Council ("Trades Council") for employees in Unit E (Skilled Crafts)

Pursuant to the parties' 2020-2022 Agreement, the District and Trades Council have met and negotiated in good faith and have completed their negotiations for a Reopener collective bargaining agreement. This 2022-2025 Agreement is the Successor to the parties' 2020-2022 Agreement and is the final resolution to all matters. The parties hereby agree as follows:

The term of this Agreement shall cover a period through June 30, 2025 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice). The parties hereby agree as follows:

A. INCORPORATION OF PREVIOUS TERMS: All articles and provisions of the parties' 2020-2022 Agreement are incorporated as part of the LAUSD-Trades Council 2022-2025 Successor Agreement except as modified below, or as required to make appropriate, mutually agreed to, non-substantive language corrections.

B. COMPENSATION:

i. 2022-2023 Salary Increase:

Based on the salary table effective July 1, 2022, all Unit E bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

Based on the salary table effective January 1, 2023, all Unit E bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.

ii. 2023-2024 Salary Increase:

Based on the salary table effective July 1, 2023, all Unit E bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

Based on the salary table effective January 1, 2024, all Unit E bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.



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iii. 2024-2025 Salary Increase:

Based on the salary table effective July 1, 2024, all Unit E bargaining unit members shall receive a 3% on-schedule wage increase applied to the base salary tables.

Based on the salary table effective January 1, 2025, all Unit E bargaining unit members shall receive a 4% on-schedule wage increase applied to the base salary tables.

C. ADDITIONAL AGREEMENTS:

1. Article IV- Council Rights
2. Article IX – Hours and Overtime
3. Article XIX – Reimbursement for Mileage Expenses
4. Article XXII – Term of Agreement
5. Appendix A- Wages and Salaries

D. REOPENERS: During the term of this agreement, for 2022-2025, the parties have agreed to reopen:

- a. Article XV Health and Welfare, alternatives to retiree benefits.
- b. Deferred Compensation

E. 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, 2025, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice.

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

Date of agreement: 5/26/2023




LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL ("TRADES COUNCIL")
MEMORANDUM OF UNDERSTANDING

UNIT E
2022-2025

Los Angeles Unified School District

THE LOS ANGELES/ORANGE COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL ("TRADES
COUNCIL")


By: Anthony DiGrazia
Office of Labor Relations


By: Chad Boggio
Council Representative

Adopted and approved by the Board of Education on June 13, 2023.

By: 
Jackie Goldberg
President



ARTICLE IV

COUNCIL RIGHTS

1.0 Access: Any authorized Council representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and expected length of visit. The representative shall not interrupt any employee's duties or assignments.

1.1 If an authorized Council representative wishes to observe the working and/or safety conditions at a particular site, he/she shall make prior arrangements to do so through the appropriate Maintenance and Operations office.

2.0 Bulletin Boards: The Council shall have the right to post notices of official Council matters on a designated bulletin board or a section of a bulletin board at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than ten (10) negotiating team employee representatives designated by the Council shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement, provided, however, that there shall be no more than seven (7) such employees designated from the Maintenance & Operations Branch crafts. The Council and the District may agree that additional employees shall receive such released time.

4.0 Consultation: District management will meet with the Council and/or its appropriate credentialed representative for the sole purpose of consultation prior to the District making any significant changes in the assigned duties traditionally performed by the various crafts. Changes or revisions in class descriptions will be accomplished in accordance with Personnel Commission rules and procedures. The District shall also meet with the Council to consult prior to modifying any Board action which would remove Federal Social Security coverage for Unit members. Prior to implementing any decision to layoff Unit members as a result of the District subcontracting to third parties or agencies the functions historically performed by Unit members, the District shall first notify and upon request consult with the Council regarding the effects of such decision on Unit members represented by the Council.

5.0 List of Employees: The Council shall be provided twice yearly a current list of names, classifications, addresses and work locations of all employees covered by this Agreement. Hire date information for all Unit employees shall be provided on the same list or on a separate list which is periodically updated.

6.0 Job Stewards: At each work location, the Council will have the right to designate, pursuant to its own procedures, one employee per each craft to serve as the Job Steward. The Council shall have the right to designate, pursuant to its own procedures, one employee per each craft to serve as the Job Steward. The Council shall have the right to designate one Job Steward per Craft as a Craft's Chief Steward. The Chief



Article IV – Council Rights

Steward shall not be entitled to any additional privileges or rights under this agreement. The Council shall inform the Office of Labor Relations in writing of each employee so designated. The Job Steward shall have the right to:

a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 3.1 (Grievance Procedure), Article X, Section 3.0 and Section 5.0 (Evaluation Procedures).

In the absence of a designated Job Steward in a specific Area, upon request of the employee, the Area Facilities Services Director shall arrange for a Job Steward of the employee's choice from another craft in that Area to represent the employee.

b. On his/her own time to coordinate Council meetings, which may be held at the work site during unpaid time for any Unit employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

c. Post, initial, and date official Council notices on officially designated bulletin boards; and

d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

7.0 The Council may use District facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available, and to the extent that such use of the facility will not interfere with normal District operations. Participating Unit employees will attend said meetings on their own time. Approval for use of the facility may be granted by mutual agreement between a representative of the Council and the individual who has control of the facility. If an agreement is not reached, the Council representative may appeal to the appropriate management administrator. Article V (Grievance Procedure) shall not be applicable to this paragraph.

8.0 Scope of Representation: The Council shall represent employees of this Unit as to wages, hours and other terms and conditions of employment as defined by and to the level consistent with Government Code Section 3543.2.

9.0 Committee Participation: When the Council is requested by the District to designate an employee to sit on a District-sponsored committee, that employee shall be given reasonable released time to attend meetings which are scheduled during their shift. Employees are expected to report to work before or after attendance, if practical.

10.0 Contracting-out and Use of Volunteers: The parties agree to the value of local school flexibility. However, in the exercise of its rights to contract-out for services and to utilize volunteers, neither the District nor any local school shall enter into any agreements or arrangements which directly cause the layoff by the District of permanent or probationary Unit E employees.

Article IV – Council Rights

10.1 Once each school year, upon the Council's request and at the Council's cost, the District shall provide to the Council copies of all contracts for that school year entered into by the District with outside contractors for services which would otherwise be provided by employees of this Unit.

11.0 Limited Term Employees: The District shall not employ limited term employees (as defined in Personnel Commission Rule 500) in classifications in this Unit, when to do so would directly cause the layoff of regular employees in this Unit.

12.0 The District agrees to provide to new regular employees, at the time of their orientation, any written materials furnished by the Council which explain the role of the exclusive representative. The District Office of Labor Relations reserves the right to review and approve the materials submitted by the Council, but said approval shall not be unreasonably withheld.

13.0 New Employee Orientation: Implementation of AB 119: Unit E (Trades Council) and the Los Angeles Unified School District agree to the following terms as the result of bargaining over implementation of AB 119:

a. Information Regarding New Hires: Upon request, on a monthly basis, the District shall provide Unit E with contact information of new hires. This information will include employee name, employee number, classification, and work location. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, whose information has not previously been provided to the Council.

b. Access to New Bargaining Unit Members: The District shall provide Unit E access to new employees as outlined below:

i. New Employee Orientation: When the District conducts a formal New Employee Orientation with classifications represented by Unit E, Unit E shall receive not less than ten (10) working days' notice in advance of the orientation and shall be provided with a location in close proximity to New Employee Orientation where it can speak to members prior to the beginning of New Employee Orientation, during breaks, and after New Employee Orientation. Granting this right shall not interfere with the employee being on time to New Employee Orientation.

ii. Maintenance and Operations Onboarding: During the first month of the new employee's assignment, at an in person onboarding session designated by the Maintenance and Operations Division, the District will provide a Unit E Business Representative with thirty (30) minutes of access, during the employee's paid time. The District will provide the Union with a ten (10) day notice prior to onboarding. This notice shall include date, time, employee's name, classification, assigned location, and point of contact at the M&O area. Alternatively, the Trades Council may elect to be provided thirty 30 minutes of access during a new employee's paid work



Article IV – Council Rights

day to conduct an orientation session at a time mutually agreeable to the Trades Council and the site, operational unit, or work group supervisor/Area Facilities Services Director. The Trades Council must exercise this right in the first 130 working days of a new employee's assignment, unless otherwise mutually agreed to in writing by the Trades Council and the site, operational unit, or work group supervisor/Area Facilities Services Director.

iii. Information Technology Services Onboarding: During the first month of a new employee's assignment, at a onboarding session designated by the Information Technology Services, the District will provide a Unit E Business Representative with thirty (30) minutes of access, during the employee's paid time. The District will provide the Union with a ten (10) day notice prior to onboarding. This notice shall include date, time, employee's name, classification, assigned location, and point of contact at the ITS area. Alternatively, the Trades Council may elect to be provided thirty (30) minutes of access during a new employee's paid work day to conduct an orientation session at a time mutually agreeable to the Trades Council and the site, operational unit, or work group supervisor/Area Director. The Trades Council must exercise this right in the first 130 working days of a new employee's assignment, unless otherwise mutually agreed to in writing by the Trades Council and the site, operational unit, or work group supervisor/ Director.



ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions: Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be assigned as required to meet the operational needs of the District.

1.1 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District.

1.2 Work Shifts: Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except in case of emergencies, employees' work shifts shall not be changed without written notice to the employee at least seven (7) calendar days prior to the date the change is to be effective. An employee's written request to their immediate administrator for up to seven (7) additional days of notice shall be granted.

1.3 Emergencies: Nothing herein shall be construed to limit the authority of the District to make temporary assignments of employees to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. Emergencies shall be defined as Acts of God, flood, fire, power failure, other circumstances beyond the control of the District or an official emergency declared by the Board of Education. Emergency assignments shall not extend beyond the period of such emergency.

1.4 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week, four (4) consecutive-day schedule, or a **9/80 schedule** for classifications or for employees within certain classifications, or any other similar flexible workweek, provided, however, that certain benefits such as holidays and bereavement leave, shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to others assigned the same number of hours per week. Such a schedule change, however, will not occur without the concurrence of the employees as ascertained through the Council.

1.5 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

2.0 Overtime: An employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the employee's classification for the following work authorized and performed:

a. Hours worked in excess of eight (8) in any workday (or if applicable, beyond ten (10) if a 4-10 schedule, nine (9) if a 9-80 schedule, etc.).

b. Hours worked in excess of forty (40) in any workweek.



Article IX - Hours and Overtime

2.1 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked.

2.2 There shall be a system established that will ensure that scheduled overtime is equitably distributed among qualified craft employees who are in the same classification and organizational work location and who volunteer to be on the call-back list. Upon request, employees shall have access to the scheduled overtime rotation list.

2.3 To the extent provided by applicable law, for the purpose of computing hours worked in a workweek, holiday, vacation, or paid leaves of absence shall be considered as time worked by the employee. Notwithstanding any other provision of this Agreement, in assigning overtime, the District retains the rights to assign overtime.

2.4 Compensation for Scheduled Overtime: Any employee required to perform work on a scheduled overtime basis on the employee's scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate.

3.0 Shift Differential:

3.1 The District agrees to continue its practice of paying flat-rated employees as follows: Employees who work one half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of five and one-half (5 ½%) percent; flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of eleven (11%) percent.

3.2 Except as provided in 3.3 below, non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight shall receive a shift differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half or more of their assigned time between midnight and 7:00 a.m. shall receive a shift differential of two steps on the salary schedule for their class.

3.3 Non-flat-rated employees who work one-half or more of their assigned time between 5:00 p.m. and midnight and who are on the fifth step of the salary schedule of their class, shall receive a shift differential of five and one-half (5 ½%) percent. Such employees who work one-half or more of their assigned time between midnight and 7:00 a.m. and who are on the fourth or fifth step of the salary schedule for their class, shall receive a shift differential of eleven (11%) percent.

4.0 Call-in and Call-Back: Employees who are called back to work outside of their regular scheduled work hours shall receive overtime pay for the period commencing with their departure to the worksite and ending with their return home. Any employee called back to perform work outside his/her regular hours will be compensated for a minimum of four (4) hours pay at the overtime rate.

5.0 Meal Period: Employees shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the



Article IX - Hours and Overtime

appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked.

6.0 Rest Period: Employees shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.



ARTICLE XIX

REIMBURSEMENT FOR MILEAGE EXPENSES

1.0 Employees shall be reimbursed for mileage expenses in accordance with the District established procedures except as set forth below.

2.0 Mileage Rate: Employees who use their personal vehicle for District business shall be reimbursed the Internal Revenue Service established standard business rate for all miles driven in District service.

3.0 Daily Flat Rate: In recognition of the fact that many unit employees regularly use their own vehicle to haul District materials, tools, supplies and equipment, employees assigned to one of the classes below shall be eligible for "flat rate" mileage in addition to the per mile reimbursement specified in 2.0 above. Flat rate mileage shall be authorized for eligible field assigned employees for each day or part of a day of such use of their personal vehicle. Those eligible employees regularly assigned shall receive flat rate mileage each day their personal vehicle is driven in District service. The rates shall be \$9.00 ~~\$8.00~~ per day for a passenger car or station wagon, and \$12.00 ~~\$11.00~~ per day for a pick-up truck or van. In the event that Maintenance & Operations receives the anticipated 3% increase in the 2015-2016 year in the *Ongoing & Major Maintenance Account* (RMA: Education Code Section 17070.5), effective July 1, 2023, the amount for vehicles hauling in excess of 200 pounds shall increase to \$15.00 ~~\$14.00~~ per day for District authorized materials, tools, supplies and equipment. Disputes regarding the weight of materials, tools, supplies and equipment shall be subject to expedited arbitration.

Apprentice Electrician
Apprentice Plumber
Asbestos Abatement Assistant
Carpenter
Electrician
Elevator Inspector
Fire Equipment Servicer
Glazier
Hand Grader
Hardwood Floor Worker
Heating and Air Conditioning Inspector
Insulator/Asbestos Abatement Worker
Lawn Sprinkler Fitter
Locksmith
Maintenance Worker
Painting Inspector
Plumber
Pressure Vessel Welder
Radio Communication Technician
Roofer

Apprentice Heating & Air Conditioning Fitter
Apprentice Sheet Metal Worker
Asbestos Surveyor
Electrical Inspector
Electronics Technician
Equipment Mechanic
Floor Covering Installer
Gym/Playground Equip. Installer
Hardware Inspector
Heating & Air Conditioning Fitter
HVAC Test Technician
IT Electronics Comm. Tech.
Light Gauge Metal Inspector
Machinist
Painter
Plasterer and Cement Finisher
Plumbing Inspector
Projector Technician
Refrigeration Fitter
Roofing Inspector



Article XIX -Reimbursement For Mileage Expenses

Senior Carpenter	Senior Floor Covering Installer
Senior Electrician	Senior Heating and Air
Senior HVAC Test Technician	Conditioning Fitter
Sr. Insulator/Asbestos Abatement Wkr	Senior IT Electronics Comm. Tech.
Senior Locksmith	Senior Metal Worker
Senior Painter	Senior Plumber
Senior Roofer	Sheet Metal Worker
Sign Designer	Steel Inspector
Steeplejack	Telecommunications Systems Technician
Tile Layer	Tile Layer Helper
Toolsharpener	Upholsterer
Welder	

3.1 Unit employees in a classification not specified above may also qualify for flat rate mileage on occasion based upon a special assignment as authorized by the Division head or designee.

4.0 Reimbursement for Damaged Vehicles: Employees shall be reimbursed for damaged or vandalized personal vehicles as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Division of Risk Management and Insurance Services may, upon application (see g. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. The District shall pay the cost of repairing the loss from damage to an employee's vehicle as a result of the malicious act of another and without fault of the employee while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities (not including claims for collision).

b. Vehicles damaged beyond repair shall be reimbursed at their actual value (up to \$1000) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

d. A request for reimbursement shall be submitted to the Property Claims Section on a District-approved Request for Reimbursement form co-signed by the employee's branch administrator within 60 calendar days of the loss.



Article XIX -Reimbursement For Mileage Expenses

e. A report of the damage shall be made to the police in the jurisdiction where the damage occurred and the police department report number shall be provided on the Request for Reimbursement form. Two estimates of the report cost shall also be provided.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Property Claims Section denies a request for reimbursement, an employee may file an appeal to the Division of Risk Management and Insurance Services.

h. Reimbursement hereunder shall be subject to any applicable limitations of law.



ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2025.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Council at any time after January 1, 2025. Such negotiations shall commence as soon as reasonably practicable after a request to commence negotiations is made, but in no event more than ten (10) days from the date of the request, absent mutual agreement to extend this time.



APPENDIX A

WAGES AND SALARIES

1.0 The salary for all classes shall be as set forth in Appendix B.

2.0 Salary Differentials: An earned salary differential in addition to the regular rate of pay specified in Appendix B shall be paid to affected employees under the conditions and in the amounts specified in this Article.

a. Assignment to duties for which a salary differential is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

b. Long-term Salary Differentials as designated in this Article shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent and for which payment shall be continued during paid absences of the employee.

c. Short-term Salary Differentials as designated in this Article shall be for the performance of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

2.1 Shift Differentials shall be granted as described in Article IX, Section 3.0, Hours and Overtime, and shall be considered long-term differentials. An employee regularly assigned to a work shift for which a salary differential is paid shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to a work shift not entitled to such compensation.

2.2 Spray Painting Differential: Employees in the Painter class performing four (4) or more hours of spray painting work in one day shall be granted a short-term salary differential for which compensation shall be at that rate specified for Spray Painter in Appendix B of this Agreement. Excluded from qualifying for this salary differential shall be spray painting work for furniture finishing and refinishing; game lines on playground surfaces; parking, traffic, or similar lines; and mastic on bleacher seats, sandboxes, porches, steps, and similar facilities.

2.3 Leader Differential: A short-term salary differential of three and one-half percent above the regular rate of pay shall be paid to an employee temporarily assigned supervisory responsibility over a crew of three (3) or more other employees who work in the leader's immediate presence at one site and in the absence of another supervisory employee, subject to the following:

a. A leader differential shall not be granted if supervision is exercised over other employees in those classes for which the leader's class normally has supervisory responsibility.

b. Leaders may be assigned only in classes approved by the division head.



Appendix A – Wages and Salaries

c. Whenever practicable, leaders shall be selected from the appropriate eligibility list as determined by the division head or his/her designee.

d. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration.

2.4 Senior/Supervisory Differential in Job Cost Payroll Classes:

A salary differential shall be paid to employees assigned during a temporary absence of a senior or supervisor from a position on the Job Cost Payroll, subject to the following:

a. Assignments under this Section will be made at the district's discretion. However, if at the time the assignment is made, the assignment is anticipated to last more than twenty (20) consecutive working days, the assignment may be made at the District's discretion only upon District certification that (1) there is no appropriate senior or supervisor eligibility list or, (2) employees on the appropriate senior or supervisor eligibility list are not available.

b. The employee must perform the higher-level duties for at least five (5) working days in a pay period or at least five (5) consecutive working days.

c. The discretionary assignment of any one employee to perform the higher level duties shall not exceed ninety (90) consecutive working days in duration. Payment of the differential authorized under this Section shall be continued during paid absences of the employee, if any, whenever the assignment is for more than twenty (20) consecutive working days.

d. The amount of the salary differential shall be five percent (5%) for an employee assigned as a senior in a directly related higher class; fifteen (15%) percent for an employee regularly assigned in a qualified journey-level class who is assigned as a supervisor in a directly related class. For an employee regularly assigned in a senior class who is assigned as a supervisor or craft technical supervisor in a directly related class, the employee shall be paid the lesser of a nine and one-half (9½ %) percent differential OR the regular rate for the supervisor or craft technical supervisor classes to be expressed as a percentage above the employee's current salary rounded to the nearest tenth (1/10) of a percent. The "regular rate" shall be either the flat rate for the supervisory/craft technical supervisor class or the step which is next highest to the employee's rate in the senior class. Regular vacancies for senior/supervisory positions shall be filled pursuant to Personnel Commission Rules.

2.5 Los Angeles Fire Department Bureau of Fire Prevention & Public Safety Regulation-4 Testing Certification Differential: Employees that: have been asked to obtain a LA City Regulation 4 Certification; conduct testing of fire life safety systems; and certify fire life safety systems; and submit the certified test report(s) to Local Jurisdiction (LAFD) shall receive a Differential of 5.5% to their hourly rate, for each hour paid. ~~The differential applies to employees that test systems only, and not for any overtime performed in another unit. Current Unit E members that have been asked are from the following categories:-~~



Appendix A – Wages and Salaries

- ~~a. Electrician Fire Alarm signaling systems and E-Power systems~~
- ~~b. Carpenter Automatic Closing Assemblies~~
- ~~c. Plumber 5 Year Sprinkler test, Stand Pipes~~

3.0 Salary Placement: Entry level placement on the salary schedule shall be the lowest step of the schedule authorized by the District for the classification or at the hourly rate established for the classification.

4.0 Step Advancement on the Salary Schedule:

a. 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 as of 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.

b. A day in paid status for purposes of this section shall be defined as the employee's average number of assigned hours per day, including:

- 1) Limited term assignments in the same, equal or higher class.
- 2) In the event of demotion following promotion to a regular position time spent in a higher class.
- 3) Time spent on leave resulting from an industrial accident or illness leave.

5.0 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 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 advancement will thus be established.

5.1 Off-cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment of at least thirty five (35%) of their normal net pay 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. An employee who has received 65% or more of the core hours payment will not be entitled to an off-cycle payment. Core hours include regular, illness, vacation, miscellaneous time, bereavement, personal necessity, Kin care. It does not include overtime, Z time, differentials, longevity, and mileage. After the determination that an error has been made, the request will be processed and a



Appendix A – Wages and Salaries

warrant made available for pick-up within five (5) work days following the request unless the 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 the Payroll Services Branch.

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

6.0 All employees shall receive semi-monthly payment of wages and salaries.

6.1 Salary Overpayments: Except as set forth in Article XIII, (Leaves) Section 12.0 (c), when a salary overpayment error has been discovered, the Payroll Administration Branch will notify the employee in writing of the amount and circumstances related to the overpayment and will recommend a suggested method for recovery of the overpayment.

a. For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period.

b. The employee and Buildings and Trades may request consideration of alternative methods for recovery of over-payments provided that the time frame for recovery does not exceed the period of time during which the over-payment occurred. If no request is made for an alternative method of recovery within ten (10) calendar days, the recovery shall commence effective with the next pay period using the method recommended by the District in its written notice to the employee.

c. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period.



Appendix A – Wages and Salaries

Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

7.0 Longevity Increment: All unit members who have completed the required years of District Service, as define below, shall be eligible to receive a longevity increment.

7.1 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.

7.2 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.

7.3 The longevity increment shall be part of the employee's basic wage for 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.

7.4 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
\$.28125 per hour after 25 years
\$.31250 per hour after 30 years
\$.34375 per hour after 35 years

There shall be an additional \$5.00 per pay period increment for each additional five (5) years of qualifying District service.

8.0 Commuting Incentive:

a. District-approved rideshare participants shall be guaranteed a ride home by the District should a family emergency develop or the District require that they work beyond their normal shift.

b. District-approved rideshare participants who are required to use a vehicle in the performance of their job shall receive priority for use of a Board vehicle.

9.0 Effective July 1, 2019, any bargaining unit member in Maintenance and Operations who works a 10:00 am-6:30 pm shift shall be entitled to a 2.75% differential.

