

Unit E
MEMORANDUM OF UNDERSTANDING
2017-2020

This Memorandum of Understanding (MOU) is made and entered into this 7th day of February, 2019 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 for employees in Unit E ("Trades Council").

Pursuant to the parties' 2014-2017 Agreement, the District and the Trades Council have met and negotiated in good faith and have completed their negotiations on items previously sunshined. The term of this Agreement shall cover a period through June 30, 2020 (and continue thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice).

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2014-2017 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:**
For the 2017-2018 school year, the District and the Trades Council agree to the following with respect to compensation:

- All Unit E employees shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

For the 2018-2019 school year, the District and Trades Council agree to the following with respect to compensation:

- All Unit E employees shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

For the 2019-2020 school year, the District and Trades Council agree to the following with respect to compensation:

- Effective July 1, 2019, the District and the Council agree that the wages and salaries specified in Appendices A & B of this Agreement shall be those found in the attached spreadsheet titled *Unit E Wages* (Attachment I).
- The District and the Trades Council agree to a limited economic reopener for

those Unit E bargaining unit members whose wages are not included in Attachment I.

Health and Welfare Benefits:

- The District contribution rate for the current calendar year is funded in accordance with the 2018-2020 Health Benefits Agreement on Health and Welfare.
- If all other bargaining units agree to the same, the District and the Trades Council agree effective July 1, 2019 to amend the eligibility rules in Article XIV, Section 4.0 of the Collective Bargaining Agreement, as follows:

For employees hired on or after July 1, 2018, years of qualifying service and age must total at least eighty-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

C. The parties' 2017-2020 Agreement shall be further modified as follows:

1. Article I - Recognition
2. Article V - Grievance Procedure
3. Article VIII – Dues Deduction
4. Article XIII - Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
5. Article XIV – Health and Welfare
6. Article XX - Tuition Reimbursement
7. Article XXII - Term of Agreement
8. Attachment I: Unit E Wages
9. Sideletter: Alternative Dispute Resolution
10. Memorandum of Understanding: New Employee Orientation

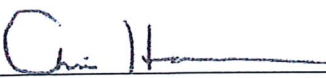
The above is subject to ratification by the membership of Unit E and to final approval by the LAUSD Board of Education.

Date of agreement: 2/12/19

Los Angeles Unified School District

Los Angeles/Orange County
Building Trades

By: 
Robert Samples
Office of Labor Relations

By: 
Chris Hannan
Business Representative

Adopted and approved by the Board of Education on _____, 2019.

By: _____
Monica Garcia
President

AGREEMENT

THIS AGREEMENT is made and entered into this XXth day of XX, 2019 by and between the Board of Education of the Los Angeles Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District", and the Los Angeles/Orange Counties Building and Construction Trades Council, which together with its officers and representatives will be referred to in this Agreement as the "Council".

ARTICLE I

RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1, the Council has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District.

1.1 Included: All regular employees in probationary and permanent status, including restricted and part-time employees, employed in the following classes:

8702	Apprentice Carpenter	3321	Electrician
8726	Apprentice Electrician	1581	Engineering Aide
8745	Apprentice Heating and Air Conditioning Fitter	3649	Equipment Mechanic
8737	Apprentice Painter	3654	Fire Equipment Servicer
8744	Apprentice Plumber	3441	Floor Covering Installer
8722	Apprentice Sheet Metal Worker	3481	Glazier
1446	Architectural Designer	3651	Gym and Playground Equipment Installer
1451	Architectural Drafting Technician	3751	Hand Grader
3792	Asbestos Abatement Assistant	1691	Hardware Inspector
3790	Asbestos Surveyor	1816	Hardware Specification Writer
1766	Assistant Mechanical Engineer	3396	Hardwood Floor Worker
1841	Assistant Structural Engineer	3347	Heating and Air Conditioning Fitter
1845	Associate Structural Engineer	1671	Heating and Air Conditional Inspector
3194	Building Mover	3342	HVAC Test Technician
3197	Building Mover Assistant	3189	Insulator/Asbestos Abatement Worker
3436	Carpenter	3534	IT Electronics Communications Technician
1556	Civil Engineering Designer	3875	IT Trainee
1571	Civil Engineering Drafting Technician	1876	Land Surveying Aide
3734	Compressor and Pneumatic Tool Operator	1871	Land Surveying Assistant
1721	Electrical Engineering Designer	3601	Lawn Sprinkler Fitter
1666	Electrical Inspector Technician	3383	Light Gauge Metal Inspector
		3446	Locksmith
		3606	Lumberyard Operator

Article I – Recognition

3521	Machinist	3302	Senior Tile Layer
3780	Maintenance Worker	3386	Sheet Metal Worker
3775	Maintenance Worker (Restricted)	3485	Sign Designer
3456	Mill Carpenter	3370	Skip Loader Operator
3431	Mill Filer	1641	Steel Inspector
3711	Outdoor Education Center Maintenance Worker	3327	Steeplejack
3476	Painter	3453	Sticker Operator
1696	Painter Inspector	3558	Telecommunications Systems Technician
3331	Plasterer and Concrete Finisher	3381	Tile Layer
1590	Playground Facilities Designer	3786	Tile Layer Helper
3344	Plumber	3466	Toolsharpeners
1676	Plumbing Inspector	3366	Tractor and Roller Operator
3349	Pressure Vessel Welder	3367	Tractor Operator
3552	Projector Technician	3679	Upholsterer
3557	Radio Communications Technician	3391	Welder
3361	Refrigeration Fitter		
1623	Relocatable Housing Coordinator		
3491	Roofer		
3282	Roofing Inspector		
3193	Senior Building Mover		
3401	Senior Carpenter		
3306	Senior Electrician		
3656	Senior Fire Equipment Servicer		
3406	Senior Floor Covering Installer		
3426	Senior Glazier		
3737	Senior Hand Grader		
3329	Senior Heating and Air Conditioning Fitter		
3340	Senior HVAC Test Technician		
3783	Senior Insulator/Asbestos Abatement Worker		
3532	Senior IT Electronics Communications Technician		
3411	Senior Locksmith		
3351	Senior Metal Worker		
3309	Senior Mill Carpenter		
3421	Senior Painter		
3311	Senior Plumber		
3537	Senior Projector Technician		
3484	Senior Roofer		

Article I – Recognition

1.2 Employees with more than one job assignment who function for a majority of the work period in any of the classifications listed in Section 1.1 of this Article shall be considered in the unit. Should an employee's job involve an equal number of hours in different assignments he/she shall be considered as included in the unit only if he/she has functioned in one of the foregoing classifications for the longest period of time based upon his/her date of regular assignment.

1.3 Excluded: All other personnel designated as management, supervisory, or confidential within the meaning of Government Code, Section 3540.1 and those classes and positions excluded in the Consent Election Agreement dated February 15, 1978, in P.E.R.B. Case No. LA-R-1.

1.4 Job Codes for Apprentices for each of the job classes that have Joint Labor Management Apprenticeship programs will be added to Section 1.1 of the Article as the classifications are created.

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when the District creates new classifications or when the Council contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

UNIT E
DISTRICT PROPOSAL
August 27, 2018

DISTRICT INITIAL PROPOSAL	11-15-17
UNION CP	1-24-18
DISTRICT 2 nd CP	2-23-18
UNION CP	5-25-18
DISTRICT CP	6-20-18
UNION CP	8-7-18

ARTICLE V

GRIEVANCE PROCEDURE

1.0 ...

8.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant is encouraged to make a reasonable attempt to resolve the dispute by presenting the grievance orally to the craft supervisor or equivalent and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.

9.0 Step One: Within fifteen (15) days, as defined in Section 7.0, after the grievant or Council knew or reasonably should have known of the concurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate administrator, on a form provided by the District, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

9.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

10.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the grievant's division head or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.

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RS 8/27/18

CH 8-27-18

11.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the ~~Chief Deputy designee of the Superintendent~~. If, ~~at~~ his or her discretion, if the ~~Chief Deputy designee of the Superintendent or designee~~ desires, a meeting may take place within five (5) days from receipt of the grievance. The ~~Chief Deputy Superintendent or designee~~ shall reply in writing within five (5) after receipt of the grievance. Unless there is mutual written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14) day following receipt of the grievance.

12.0 Request for Board Review: If the Council is not satisfied with the decision at Step Three, the Council, with the concurrence of the grievant, may submit the matter to the Office of Labor Relations for a Board of Review. This request must be made within five (5) days after the termination of Step Three.

13.0 Board of Review: The Board of Review shall be composed of a chairman and two members. The Council and the District shall each appoint one member, who shall be an employee or an administrator of the District, to serve on the Board of Review, provided, however, that no employee may be selected by any grievant to serve on a Board of Review more than twice in any calendar year.

Within five (5) days from the date the request for a Board of Review is received by the Office of Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of the chairman of the Board of Review. The chairman may be jointly agreed upon by the parties or shall be selected from the following a list of persons by alternately striking names until one remains.

Sarah Adler
Lester Bergesen
Howard S. Block
E. Chester Brisco
Chris Cameron
Bonnie Castrey
Thomas Christopher
Joseph Gentile
Fred Horowitz
John Kagel

George Marshall
Robert Meiners
William Levin
Thomas Fair Neblett
Guy Prihar
Michael Prihar
Marshall Ross
William Rule
Robert Steinberg
Jan Stiglitz

The party who strikes the first name shall be determined by lot. If the chairman indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days, the parties shall proceed to select another chairman as indicated above. The District and the Council shall each pay one-half of the fees of the chairman of the Board of Review. Each party shall bear the expense of the presentation of its own case. All decisions and rulings shall be made by majority decision of the Board of Review.

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CH 8-27-18

ARTICLE VIII

DUES DEDUCTION/AGENCY FEE

1.0 The District shall deduct and make appropriate remittance to the Council all dues and/or agency fees as required by the dues structure of the Council within thirty (30) days of the deduction, in accordance with the following:

a. Dues: The District shall deduct union dues for those Unit members who have the appropriate dues deduction card on file with the Payroll Services Branch of the Accounting and Disbursements Division.

b. Agency Fee: ~~If a member of the Unit does not wish to join the Union, the District agrees to process a mandatory payroll deduction for agency fee upon receipt of a completed deduction authorization card from the Council. The agency fee deduction shall not exceed twice (two times) the individual employee's regular hourly rate.~~

c. ~~Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or any Unit member whose personal belief system includes a sincere conscientious objection to joining or financially supporting employee organizations shall not be required to join or financially support the Council. Such employee shall, in lieu of a required agency fee, pay a sum equal to the agency fee to a non-religious, non-labor charitable fund exempt from taxation under Section 50 (c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Council. Any funds deducted pursuant to this sub-section shall be remitted to the Council for distribution to the appropriate non-religious, non-labor charitable fund(s).~~

d. The District shall not be liable to the Council by reason of the requirements of this Article for the remittance of payment other than that constituting the actual deduction made from the wages earned by the employee. The Council agrees it shall indemnify and save the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

The Council, in addition, agrees to refund promptly to the District any sum paid to it in error.

e. The District agrees that during the term of the Agreement as provided in this Article, the District will deduct for each employee twelve (12) times per year, the dues or agency fees, in the amounts specified by the Council.

Article VIII - Dues Deduction/~~Agency Fee~~

f. ~~Changes in the method or formula for determining the agency fees payable to the Council shall be determined pursuant to procedures established by the Council. However, any such change in method or formula for determining the agency fee which results in any increase in the amount of the agency fee shall be made only upon a two-thirds vote of the affected Unit members before becoming effective. Completed payroll deduction authorization cards reflecting changes in the amount of dues or agency fees must be delivered to the District by the Council at least thirty (30) calendar days prior to the beginning of the pay period the change is to take effect.~~

g. ~~Employees who are hired into the Unit must commence paying the agency fee six months after hire. The District shall notify all new Unit members that they are required to pay dues or an agency fee, and that failure to pay dues or an agency fee will result in an automatic payroll deduction. The cost of the communication to Unit members and the responsibility for its distribution shall be borne by the District.~~

~~2.0 Use of Agency Fee: The Council agrees that the agency fee has been calculated based upon the Council's expenditures for collective bargaining, grievances and arbitrations, contract administration and representation, as these criteria have been approved by the courts. The Council shall provide the District with its calculations as to the determination of the amount of the agency fee.~~

~~The Council further agrees that the agency fee shall not include any expenses, either direct or indirect, for the following activities:~~

~~a. Training and voter registration, get-out-the-vote, and political campaigns.~~

~~b. Supporting and contributing to political organizations and/or candidates for public office.~~

~~c. Supporting and contributing to ideological causes and committees, including but not limited to ballot measures and foreign policy issues.~~

~~d. Supporting and contributing to charitable organizations.~~

~~e. Members only benefits.~~

~~f. Litigation not related to bargaining unit matters, collective bargaining and representation of Unit E employees.~~

~~3.0 Notice to Agency Fee Payers: The Council agrees to comply with applicable law and to adopt appropriate procedures for implementing the agency fee agreement. If requested in writing, the Council shall establish a procedure with each local Union to give each agency fee payer a notice setting forth the following:~~

Article VIII - Dues Deduction/~~Agency Fee~~

a. ~~The amount the Council has determined constitutes the agency fee in relationship to the regular dues paid by a member.~~

b. ~~How the Council determined the amount of the agency fee, including the basic financial data and specification of the expenditures that are considered as chargeable and non-chargeable activities.~~

c. ~~A procedure for the agency fee payer to challenge the Council's calculations and receive a prompt decision by P.E.R.B. or an impartial third party selected by the Council.~~

4.0 Exclusive to Council: Payroll deductions for membership dues ~~or agency fees~~, as the case may be, from employees shall be exclusive on behalf of the Council and no membership dues ~~or agency fee~~ deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).

5.0 Missed Deductions: In instances where a dues ~~or agency fee~~ deduction is not taken from an employee who has a valid deduction authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Council. No such payroll adjustment shall exceed one (1) month's dues. ~~or agency fee.~~

APPENDIX A

DISTRIBUTED TO UNION

WAGES AND SALARIES

AUG 27 2018

11:00

1.0. . . .

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.

2.2 ...

2.5 Los Angeles Fire Department Bureau of Fire Prevention & Public Safety Regulation-4 Testing Certification Differential: Employees that have been asked by the District and obtained a LA City Regulation 4 Certification ; conduct testing of 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-worked while assigned to the unit. 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:

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

TA [Signature]
8-27-18
CH 8-27-18

TA 12:41 PM

APPENDIX A

WAGES AND SALARIES

1.0...

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, mileage. After the determination that an error has been made, the request will be processed and a 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

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

1520PM 4/24/18
CH

11-15-17
10:32am
District 3

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

7.0 Longevity Increment:

7.4 The longevity increment schedule for years of qualifying District service shall be:

\$25 per pay period (equivalent to \$.15625 per hour) after 10 years
\$30 per pay period (equivalent to \$.18750 per hour) after 15 years
\$35 per pay period (equivalent to \$.21875 per hour) after 20 years
\$45 per pay period (equivalent to \$.28125 per hour) after 25 years
\$50 per pay period (equivalent to \$.31250 per hour) after 30 years
\$55 per pay period (equivalent to \$.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.

✓

Appendix A

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

DISTRICT COUNTER PROPOSAL
*Once all legal requirements are met
3-16-18

PREVIOUS PROPOSALS:

Union 8-22-17; 10-11-17

District CP: 11-15-17

Union: yes without majority vote-12-20-17

UNIT E
ARTICLE XIV

12.0 ...

13.0 State Disability Insurance: For unit employees not currently eligible for disability insurance, coverage shall commence as soon as administratively practicable following certification from that a majority of such affected employees in the bargaining unit have voted to participate in the program. Upon district receipt of such certification, the following shall apply:

a. The District agrees that affected unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium costs of this Program shall be borne by the employees through individual payroll deductions.

b. agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance of the Employment Development department are excluded from the grievance and arbitration provisions of Article V (Grievance Procedure).

c. In order to implement the Disability Insurance Program specified in Section 13.0 above, the District at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance coverage.

3/16/18 TA CH
2:42 pm VK

DISTRICT PROPOSAL
UNIT E
11-15-17

ARTICLE XX

TUITION AND REIMBURSEMENT

1.0...

2.0...

3.0 . An employee who terminates employment with the District within six (6) months of receiving tuition reimbursement pursuant to this Article shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. In the event that the employee's financial obligation exceeds the amount of his or her last pay warrant, then the employee shall be liable for any remaining amount and be required to repay all amounts due in accordance with procedures established by the District. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

10:49 am
1/24/18
PGRV CH

Unit E
11-15-17
10:30 am
District

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, 2020.

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, 2020. 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.

Unit E Wages

Attachment I

Class Code	Job Title	7/1/19 Wage Increase
1446	Architectural Designer	\$ 37.50
3792	Asbestos Abatement Assist	\$ 27.95
3790	Asbestos Surveyor	\$ 29.20
3436	Carpenter	\$ 37.78
1556	Civil Eng Designer	\$ 37.50
1571	Civil Engineer Draft	\$ 31.60
3734	Comp & Pnuematic Tool	\$ 31.40
1666	Electrical Inspector	\$ 46.69
3321	Electrician	\$ 41.50
1581	Engineering Aid	\$ 27.39
3654	Fire Equipment Sevicer	\$ 27.95
3481	Glazier	\$ 36.74
3751	Hand Grader	\$ 31.40
3396	Hardwood Floor Worker	\$ 37.78
1671	Heating & Air Inspector	\$ 45.65
3347	Heating & Air Fitter	\$ 41.50
3189	Insulator/Asbestos Abatm	\$ 36.30
3534	IT Electronics Comm Tech	\$ 40.24
3446	Locksmith	\$ 37.78
3521	Machinist	\$ 38.20
3780	Maintenance Worker	\$ 27.95
3456	Mill Carpenter	\$ 37.78
3431	Mill Filer	\$ 37.78
3711	Outdoor Education Ctr. Main. Worker	\$ 28.95
3331	Plasterer & Concrete Finisher	\$ 35.07
1590	Playground Facilities Designer	\$ 27.39
3344	Plumber	\$ 41.50
1676	Plumbing Inspector	\$ 45.65
3557	Radio Comm Tech	\$ 39.24
3361	Refrigeration Fitter	\$ 41.50
3386	Sheet Metal Worker	\$ 41.10
3370	Skip Load Operator	\$ 41.50
3783	Sr Asbestos Abatement Worker	\$ 39.93
3401	Sr Carpenter	\$ 41.56
3306	Sr Electrician	\$ 45.65
3426	Sr Glazier	\$ 40.41
3737	Sr Hand Grader	\$ 34.13
3329	Sr Heating & Air Fitter	\$ 45.65
3532	Sr IT Electronics Comm Tech	\$ 44.26
3411	Sr Locksmith	\$ 41.56

Unit E Wages**Attachment I**

3351	Sr Metal Worker	\$	45.21
3421	Sr Painter	\$	32.22
3311	Sr Plumber	\$	45.65
3484	Sr Roofer	\$	34.54
3302	Sr Tile Layer	\$	37.85
3453	Sticker Operator	\$	37.78
3366	Tractor & Roller Operator	\$	41.50
3367	Tractor Operator	\$	41.50
3679	Upholsterer	\$	31.40
3391	Welder	\$	41.10



Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 14th Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

VIVIAN EKCHIAN

Interim Superintendent of Schools

DAVID HOLMQUIST

General Counsel

NAJEEB KHOURY, Esq.

Director

February 23, 2018

Chris Hannan, Council Representative

Los Angeles/Orange Counties Building & Construction Trades Council

1626 Beverly Boulevard

Los Angeles, California 90026

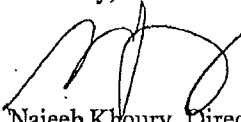
RE: ALTERNATIVE DISPUTE RESOLUTION SIDELETTER

Dear Mr. Hannan:

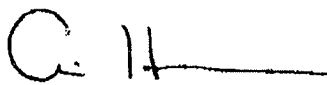
This letter is in response to the Los Angeles/Orange Counties Building & Construction Trades Proposal on November 15, 2017 for an Alternative Dispute Resolution (ADR) sideletter. Subject to requirements set forth by the State of California, the District agrees to meet and discuss the feasibility of a sideletter regarding the subject of ADR for Unit E employees.

Please execute a copy of this letter and return it to the Office of Labor Relations.

Sincerely,


Najeef Khoury, Director
Office of Labor Relations

SO AGREED:


Chris Hannan, Council Representative

DATED:

2-23-2018

2-23-18
10:27 am

**MEMORANDUM OF UNDERSTANDING
BETWEEN UNIT E (TRADES COUNCIL) & LAUSD**

The terms below shall become effective January 1, 2019, and shall remain in full force and effect through June 30, 2020.

1. **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 a new employee's assignment, at an onboarding session designated by the Maintenance and Operations Division, the District will provide a Unit E Business Representative with fifteen (15) minutes of access, during the employee's paid time. The District will provide the Union with a ten (10) day notice prior to onboarding.

- iii. **Information Technology Division Onboarding:** During the first month of a new employee's assignment, at a onboarding session designated by the Information Technology Division, the District will provide a Unit E Business Representative with fifteen (15) minutes of access, during the employee's paid time. The District will provide the Union with a ten (10) day notice prior to onboarding.

Chris H
Unit E

2-12-2019
Date

John D. Luper
LAUSD

2-12-19
Date