

LOS ANGELES UNIFIED SCHOOL DISTRICT-ASSOCIATED ADMINISTRATORS LOS ANGELES – UNIT J
TENTATIVE AGREEMENT(S)
REOPENER AGREEMENT 2017-2018
SUCCESSOR AGREEMENT 2018-2021

These Tentative Agreements are made and entered into this 21st day of March, 2019 by and between the Board of Education of the Los Angeles Unified School District (“District”) and Associated Administrators Los Angeles Unit J – Classified Managers (“Unit J”). The District and Unit J have met and negotiated in good faith and have completed their reopener negotiations for 2017-2018 and successor negotiations for the 2018-2021 Agreement. This 2018-2021 Agreement is the successor to the parties’ 2015-2018 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’ 2015-2018 Agreement are to be combined with the terms of these Agreements to form the 2018-2021 Agreement. This 2018-2021 Agreement completes and closes out the 2015-2018 Agreement and all reopeners contained therein. The parties’ will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.

B. **2017-2018 Reopener Agreement**

For the 2017-2018 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

C. **Successor Agreement**

a. **COMPENSATION:**

For the 2018-2019 school year, the District and Unit J agree to the following with respect to compensation: All bargaining Unit J represented employees shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.

b. **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. The language of this article will be modified in accordance with employees hired on or after the successor coordinated Health Benefits Agreement.

The parties agree to amend the eligibility rules in Article XV, Section 4.0, Retirement Benefit Coverage, as follows: For employees hired on or after April 1, 2019, 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. Additional agreements:
 1. Article VIII – Dues Deduction
 2. Article IX – Hours of Work
 3. Article XIV – Wages and Salaries
 4. Article XV - Health & Welfare
 5. Article XIX – Tuition Reimbursement
 6. Article XXII – Term of Agreement

d. Term of Agreement: This Agreement shall be for a term of three (3) years (2018-2019 through 2020-2021). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2021 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2019-2020 and 2020-2021 school years as follows:

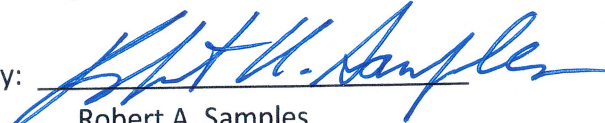
1. 2019-2020 Reopeners: Effective June 1, 2019, the parties may reopen three (3) articles each.
2. 2020-2021 Reopener: Effective March 1, 2020, the parties may reopen one (1) article each.

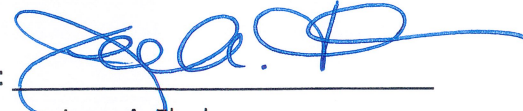
This Agreement is subject to ratification by the Unit J membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: 3-21-19

Los Angeles Unified School District

Associated Administrators Los Angeles Unit J

By: 
Robert A. Samples
Interim Director

By: 
Juan A. Flecha
President

Adopted by the Board of Education on _____, 2019.

By: _____
Monica Garcia
Board President

ARTICLE VIII

UNION SECURITY AND DUES DEDUCTION

1.0 Voluntary Authorizations: The District shall deduct the regular monthly membership dues of the Union dues from the salary of each employee who has submitted a written authorization to the Union. Such an authorization shall continue in effect unless revoked in writing by the employee to AALA Unit J within the time period commencing with the 60th day prior to the expiration of this Agreement and ending with the 30th day before such expiration. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. For payroll purposes, the District shall deduct on a regular monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to the District by AALA Unit J. ~~calculated to spread the annual dues/fees over the employee's annual payroll calendar.~~

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for Union dues/fees or Union-sponsored insurance, the District shall make an appropriate adjustment on an immediate subsequent pay warrant. The Union agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 Remitted to the Union: A deposit approximating the amount of dues so deducted shall be remitted to the Union on payday, and the reconciled amount will be supplied to the Union within thirty (30) days after the deductions are made, together with a list of affected employees.

3.0 Exclusive to the Union: Payroll deductions for membership dues from employees shall be exclusive on behalf of the Union, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

~~4.0 Agency Fee Obligation: Upon thirty (30) days of an employee's initial assignment to a position covered by this Agreement (see Article I) and continuing, each employee is required as a condition of continued employment either (a) to be a member in good standing of the Union, or (b) to satisfy the agency fee financial obligations set forth in Section a. below, unless qualified for religious exemption as set forth in Section 4.1 below.~~

~~a. Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.1 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to the Union. The amount of agency fee to be charged shall be determined by the Union, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, and shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts~~

4.4 6.0 The District will furnish any information needed by the Union to fulfill the provisions of this Article. Likewise, AALA Unit J will furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE IX

HOURS OF WORK

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2.2 When the work demands involve significant extended hours of work within a given pay period, flexible reduced hours in the same or following pay period may be taken with the prior approval of the immediate supervisor, in up two (2) subsequent pay periods and may be increased during an emergency at the discretion of the supervisor so long as such absence does not interfere with the continued operational obligations of the employee, work unit, or District. If such time can be accommodated it will be scheduled by the supervisor, in consultation with the employee. Granting and/or scheduling use of flexible reduced hours shall not be done on an arbitrary, capricious, or discriminatory basis, nor shall it be denied or limited for any of these reasons.

- a. Emergency call responses shall be subject to the provisions of Section 2.2.
- b. In instances where a Unit J member can demonstrate that they performed 75% of the duties of their immediate supervisor who was absent for more than 5 days, flex time may be offered subject to the provisions of Section 2.2.

2.4 The District shall provide training twice a year to District management and/or supervisory staff with respect to the granting and/or scheduling use of flexible reduced hours in accordance with the collective bargaining agreement.

District Wages Proposal

The District offers to all members of Unit J a salary package consisting of:

- 1) Effective July 1, 2017, all Unit J bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 2) Effective July 1, 2018, all Unit J bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 3) For employees hired on or after April 1, 2019, years of qualifying service and age must total at least eight-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.

Article XIV – WAGES AND SALARIES

10.3 Effective July 1, 2018, The longevity increment schedule for years of qualifying District service shall be:

~~\$25~~ \$40 per pay period after 10 years

~~\$40~~ \$55 per pay period after 15 years

\$70 per pay period after 20 years

ARTICLE XV

Health and Welfare

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4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving a PERS/STRS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least eight hundred (800) hours and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and; (b) any time intervening between resignation and reinstatement with full benefits within thirty nine (39) months of the last day of paid service. The employee must meet the following requirements:

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g. For employees hired on or after April 1, 2019, 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.

~~g.h.~~ In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in those parts of Medicare for which eligible.

~~h.i.~~ Employees on "Continuation of Enrollment" pursuant to Section 7.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving a PERS/STRS retirement allowance.

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13.0 457(b) Enrollment: All AALA Unit J bargaining unit members may enroll in the District's 457 (b) Deferred Compensation Plan.

ARTICLE XIX

TUITION REIMBURSEMENT

1.0 Tuition Reimbursement: The District may grant tuition and other reimbursement to employees in permanent status, under the conditions specified below:

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b. Costs that may be reimbursed are tuition, other mandatory fees, books, and other training materials that are required for the specific course. Traveling expenses, parking fees, student body fees, the cost of paper, pens, notebooks, equipment, and other costs shall not be reimbursed. Tuition reimbursement shall be limited to a maximum of one thousand one hundred dollars (~~\$1,000~~ 1,100) for any individual employee during any twelve (12) month period. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

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