

BARGAINING BULLETIN: UNIT J Tentative Agreement, 2015-2018

On January 25, 2017, AALA and LAUSD reached a tentative settlement on Unit J's successor agreement, 2015-2018. Unit J's ratification process will take place between Friday, February 3, 2017 and Tuesday, February 7, 2017, via email. Assuming the agreement is ratified, it will go to the Board of Education for approval on February 14, 2017. It then becomes Unit J's official contract from July 1, 2015, through June 30, 2018. Following is a summary of Unit J's tentative 2015-2018 agreement. Changes to the current 2012-2015 contract are included only:

1. **Article I, Recognition:** Sixteen job classifications will be added to Unit J: Computer Applications Specialists (Certificated Personnel, Finance, Internet/Intranet, Payroll-SAP), Environmental Compliance Program Administrator, Food Services Program Manager, Manager of Customer Support Services, Manager of Data Center Operations, School Business and Operations Manager, School Volunteer Program Director, Site Assessment Program Administrator, System Standards Manager, Textbook Services Manager, Medi-Cal Reimbursement and Cost Recovery Manager, Fiscal Services Manager (non-confidential), Special Assistant, Facilities Services (non-confidential).

One classification (Director of IT, Support Services) will become District represented. Two classifications (Treasury Manager, Director of Materiel Management) will become District represented once the individuals in these classifications promote, separate or retire from the District.

- 2.0 **Changes to the Unit:** AALA may submit a written request to the Office of Labor Relations of LAUSD to add classifications to the unit between November 1 and December 31 of each year. Decisions will be provided by March 1 of the following year.

2. **Article V, Grievance Procedure.**

11.0 Potential Board of Review chairs have been updated along with related contract language.

3. **Article IX, Hours of Work:**

- 2.1 Prior to changing an employee's work week, daily hours of work and/or shift, the employee will be given reasonable advance notification, at least ten (10) business days, when practicable.
- 2.2 When extended hours of work are required within any given pay period, flexible reduced hours in the same or following pay period may be taken with the prior approval of the supervisor, in up to two (2) subsequent pay periods and may be increased during an emergency at the discretion of the supervisor. Granting and/or scheduling use of flexible reduced hours shall not be done on an arbitrary or discriminatory basis.

- (a) Emergency call responses shall be subject to provisions of Section 2.2.
 - (b) In instances where a member performed 75% of the duties of their immediate supervisor who was absent for more than five (5) days, flex time may be offered subject to the provisions of Section 2.2.
- 2.4 The District will provide training twice a year to District management and/or supervisory staff on the topic of granting and/or scheduling flexible reduced hours in a fair and equitable way.

4. Article XIII, Leaves of Absence:

13.0 Personal Necessity Leave (paid)

- (h) An employee may be granted a paid personal necessity leave when the gravity of the situation requires the personal attention of the employee during working hours (e.g. death of immediate family member, birth, adoption, religious holiday, imminent danger, etc.); such PN leave may be granted for other significant event of a compelling nature to the employee, the gravity of which is comparable to the above (e.g. wedding, graduation), limited to two (2) occasions in any school year.
- (p) Up to two (2) days of paid personal necessity leave during a school year may be taken to attend a professional development course that meets the criteria specified in Article XIX, 1.0 (a).

- 13.1 (d) Written request on the appropriate form shall be filed with the appropriate administrator at least five (5) working days prior to the professional development.

19.5 Professional Development Leave: The District may grant up to one (1) paid day to permanent employees to attend professional development activities under the following conditions:

- (a) The professional development will be time reported as vacation (VA) or personal necessity (PN) at the time the course is taken. After completing the course, submitted verification of successful completion and received tuition reimbursement, employees may request in writing to their supervisor that vacation or personal necessity be restored to their respective benefited time bank and replaced with miscellaneous time (MS).
- (b) Employees with insufficient balances in their vacation or personal necessity banks are ineligible.
- (c) Employees must submit to their supervisor one (1) paragraph describing how the professional development activity contributed to their own professional growth, how it will be beneficial to their department and the district and steps they will take to incorporate the learned skills into their day-to-day work.

5. Article XIV, Wages and Salaries:

8. Salary Overpayments: When a salary overpayment is discovered, the Payroll Branch will notify the employee in writing. If the employee was unaware

of the salary overpayment, a minimum of \$300 will be deducted per pay period. If the overpayment amount exceeds \$7,200, the recovery pay period shall be the overpayment amount divided into 24 installments.

10.0 Longevity Increment (new section): Effective July 1, 2017, Unit J members will receive salary increments for years of qualifying District service:
\$25 per pay period after 10 years
\$40 per pay period after 15 years.

6. **Health and Welfare**: The 2012-2015 agreement shall be modified pursuant to the terms of the coordinated health benefits agreement entitled 2015-2017 Health Benefits Agreement between LAUSD and the unions/associations representing District employees. The revised contract section provides details.

11.0 Employee Assistance Program has been eliminated for lack of use and budget reasons. These same services can be accessed through the employee medical plans.

For the 2015-2016 school year, the District and AALA agreed to a Classified Growth and Development Pilot.

For the 2016-2017 school year, Unit J members may be paid \$25 per hour to participate in the curation process of courses offered by Skillsoft through the District.

For the 2016-2017 school year, should the Board of Education approve an across-the-board percentage increase on the base salary table for the UTLA or certificated AALA bargaining unit, Unit J will receive equitable treatment.

For the 2017-2018 school year, the District and AALA will reopen on base salary rate and on a total of two (2) additional articles.

AALA wishes to thank the Unit J bargaining team for their hard work during 16 months of negotiations with the District: **Juan Flecha**, AALA President; **Dr. Judith Perez**, Lead Negotiator; **John Gilbert**, Vice President; **Ken Devine**, Director; **Steven Johnson**, Director; **Larry Turgeon**, Job Steward.