

# Los Angeles Unified School District

## ADMINISTRATIVE OFFICES

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Superintendent of Schools

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Chief Operating Officer

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Chief Human Resources Officer

John Bowes, Ed. D.  
Assistant Chief Human  
Resources Officer

October 1, 2009

Bill A. Lloyd  
Service Employees' International Union, Local 99  
2724 West Eighth Street  
Los Angeles, California 90005

Re: Temporary Special Committee on Substitutes - Units B and C

Dear Mr. Lloyd:

This side letter of agreement is entered into between the Los Angeles Unified School District ("District") and the Los Angeles City and County School Employees Union, Local 99 ("Union") regarding the above-referenced matter.

As set forth in Appendices E and F, respectively, of the parties' Collective Bargaining Agreements for Unit B (Instructional Aides) and Unit C (Operations - Support Services), the Union has been newly certified as the exclusive bargaining representative of certain persons substituting in Unit B and C classifications. The Union has inquired as to what the current process is for such substitutes, who so desire, to attain regular employee status. In an effort to respond to this inquiry, the parties agree as follows:

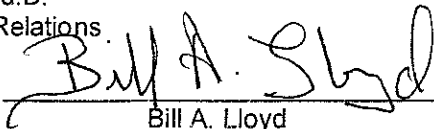
1. A temporary Special Committee on Substitutes will be formed.
2. This Committee will be comprised of two persons designated by the Union (one from Unit B and one from Unit C) and two persons designated by the District. A representative from the Personnel Commission shall also attend and participate in Committee meetings. Finally, the Union and the District may each designate one additional representative to attend.
3. The sole purpose of this Committee will be to review the current processes by which substitutes, who so desire, may attain regular employee status and, to suggest modifications to these processes, if such modifications are deemed appropriate by agreement of all Committee members.
4. The Committee shall meet not more than once every four months during the period which this side letter is in effect. Committee meetings shall be scheduled outside of employee duty time, to the extent possible. The Union shall reimburse the District for any duty time.
5. This side letter and the existence of the Committee shall expire on the earlier of (a) the Committee agreeing on suggested modifications to the process; or (b) June 30, 2010.
6. The Committee, as set forth above, may develop suggested modifications to the current process. However, the Committee shall have no authority to modify current processes or policies.

Sincerely,



John Bowes, Ed.D.  
Office of Staff Relations

SO AGREED:

  
Bill A. Lloyd

Date

10-1-09

UNIT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1<sup>st</sup> day of October 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, SEIU, Local 99 ("Local 99") for employees in Unit C (Operations – Support Services).

A. Pursuant to the terms set forth in the Settlement Agreement signed by the District on February 25, 2008 and signed by the Union on June 26, 2009 relating to P.E.R.B. No. LA-UM-761 and Case No. LA-RR-1130, the Union has been certified as the exclusive collective bargaining representative of otherwise unrepresented persons, not retired from the District, substituting in the classifications listed in Article I, Section 1.1 of the parties' Unit C collective bargaining agreement.

B. As used herein, the words "otherwise unrepresented" are intended to address situations in which employees who have regular status in one classification may, for example, spend time in a leave to higher assignment or in some other temporary relief or assignment. Such persons are not "substitutes."

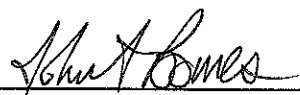
C. In accordance with the above, the parties have agreed to add Appendix F, as attached, to the Unit C collective bargaining agreement.

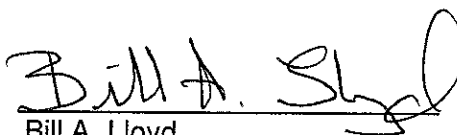
The above is subject to final approval by the LAUSD Board of Education.

Date of agreement: 10/1/09

Los Angeles Unified School District

Los Angeles City & County School  
Employees Union, SEIU, Local 99

By:   
John A. Bowes, Ed. D.  
Office of Staff Relations

By:   
Bill A. Lloyd  
SEIU, Local 99

Adopted and approved by the Board of Education on \_\_\_\_\_, 2009.

By: \_\_\_\_\_  
Monica Garcia, President  
Board of Education

## APPENDIX F

### SUBSTITUTES ADDENDUM

1.0 Pursuant to the terms set forth in the Settlement Agreement by the District on February 25, 2008 and signed by the Union on June 26, 2009 relating to P.E.R.B. Case No. LA-UM-761 and Case No. LA-RR-1130, the Union has been certified as the exclusive collective bargaining representative of otherwise unrepresented persons, not retired from the District, substituting in the classifications listed in Article I, Section 1.1 of the parties' Unit C collective bargaining agreement.

1.1 As used herein, the words "otherwise unrepresented" are intended to address situations in which employees who have regular status in one classification may, for example, spend time in a leave to higher assignment or in some other temporary relief or assignment. Such persons are not "substitutes."

2.0 The following provisions of the Unit C collective bargaining agreement shall apply to substitutes:

Article II	Separability and Savings
Article III	District Rights
Article IV	Union Rights
Article V	Grievance Procedure (modified as attached)
Article VI	Work Stoppage
Article VII	Non-Discrimination
Article VIII	Union Security and Dues Deductions
Article XVII	Safety Conditions
Article XX	Entire Agreement
Article XXI	Term of Agreement

All other provisions of the Unit C collective bargaining agreement shall not apply to substitutes. Any reference in the foregoing list of provisions to excluded provisions shall not be applicable to substitutes.

3.0 Extended Substitute Assignments (Bereavement Leave - Unpaid): A day-to-day Substitute who serves for more than 40 consecutive working days in the same assignment in place of the same absent employee or in the same unfilled position, will be deemed, for the purposes of this Section, to be serving in an extended substitute assignment. A Substitute serving in an extended substitute assignment is entitled to an unpaid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if

requested, and the leave of absence commences within five (5) calendar days of notification of the death. For purposes of this Section, immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee, and also includes a cohabitant who is the equivalent of a spouse. Upon conclusion of this leave, the Substitute will be entitled to return to the extended substitute assignment he or she was in prior to commencing the leave, provided that the regular employee is still absent or the position remains unfilled.

## ARTICLE V

### GRIEVANCE PROCEDURE

1.0 "Grievance" Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

...

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

a. As to Substitutes, grievance meetings and hearings shall not be scheduled during the employee's duty hours.

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UNIT B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1<sup>st</sup> day of October 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, SEIU, Local 99 ("Local 99") for employees in Unit B (Instructional Aides).

A. Pursuant to the terms set forth in the Settlement Agreement signed by the District on February 19, 2009 and signed by the Union on June 26, 2009 relating to P.E.R.B. Case No. LA-UM-760 and Case No. LA-RR-1129, the Union has been certified as the exclusive collective bargaining representative of otherwise unrepresented persons, not retired from the District, substituting in the classifications listed in Article I, Section 1.1 of the parties' Unit B collective bargaining agreement.

B. As used herein, the words "otherwise unrepresented" are intended to address situations in which employees who have regular status in one classification may, for example, spend time in a leave to higher assignment or in some other temporary relief or assignment. Such persons are not "substitutes."

C. In accordance with the above, the parties have agreed to add Appendix E, as attached, to the Unit B collective bargaining agreement.

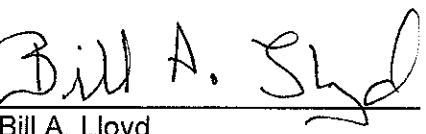
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Date of agreement: 10/1/09

Los Angeles Unified School District

Los Angeles City & County School  
Employees Union, SEIU, Local 99

By:   
John A. Bowes, Ed. D.  
Office of Staff Relations

By:   
Bill A. Lloyd  
SEIU, Local 99

Adopted and approved by the Board of Education on \_\_\_\_\_, 2009.

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Monica Garcia, President  
Board of Education

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