UNIT D

MEMORANDUM OF UNDERSTANDING
2017-2020

This Memorandum of Understanding (MOU) for the 2017-2020 Successor Agreement is made and entered into this 27th day of July 2018 by and between the Board of Education of the Los Angeles Unified School District ("District") and the California School Employees Association and its Local Chapter 500 ("CSEA") for employees in Unit D (Office-Technical and Business Services).

Pursuant to the parties' 2014-2017 Agreement, the District and CSEA have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The term of this Agreement shall cover a period through June 30, 2020 (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' 2014-2017 Agreement are incorporated as part of the LAUSD-CSEA 2017-2020 Agreement except as modified below, or as required to make appropriate, mutually agreed to, non-substantive language corrections.

B. COMPENSATION:

2017-2018
Effective July 1, 2017, all CSEA and its Local Chapter 500 bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the current base wage schedules.

2018-2019
1. Effective July 1, 2018, all CSEA and all its Local Chapter 500 bargaining unit members shall receive a 1% on-schedule wage increase applied to each step on the 2017-2018 base wage schedules.
2. Effective July 1, 2018, all CSEA and all its Local Chapter 500 bargaining unit members shall receive an additional 1% on-schedule wage increase applied to each step on the 2017-2018 base wage schedule that shall include extra work and/or training starting the 2018-19 school year.

2019-2020
Effective July 1, 2019, all CSEA and its Local Chapter 500 bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the 2018-2019 base wage schedules.

2019-2020 SALARY REOPENER NEGOTIATIONS:
It is also agreed that should the LAUSD Board of Education adopt across-the-board, on schedule percentage wage increases for another classified bargaining unit that are higher than a combined six (6) percent for 2017-2020, CSEA shall receive the difference between the increases given to the other classified unit and six (6) percent. However, this clause
shall not apply if the other classified unit agrees to changes on health benefits for new
hires or agrees to change qualifications for retiree benefits that are more restrictive than
the rule of 87 and 30 years of continuous service.

C. LANGUAGE REOPENERS:
For the 2018-2019 year, CSEA will have a reopener on two (2) topics. The parties have
determined the areas of discussion to be Salary Overpayments and Union Security and
Dues Deduction.

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

1. Article IV - CSEA Rights
2. Article IX - Hours and Overtime
3. Article X - Evaluation Procedure
4. Article XII - Wages, and Salaries, Pay Allowances, Differentials and Special Salary
   Practices/Senior Insurance Technicians and Insurance Technicians
5. Article XIII - Health and Welfare
6. Article XIV - Transfer Procedures
7. Article XV - Professional Growth Program
8. Article XXII - Term of Agreement
9. Memorandum of Understanding on AB 119

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

Date of agreement: 7/27/18

Los Angeles Unified School District

By: Najeeb Khoury, Esq.
Office of Labor Relations

California School Employees Association and its
Local Chapter 500

By: Los Angeles

By:

By: Manny Farthing

By:

Adopted and approved by the Board of Education on ____________, 2018.
By: __________________________

Monica Garcia
President
ARTICLE IV

CSEA RIGHTS

3.0 Release Time:

a. Negotiations: No more than five (5) negotiating team employee representatives designated by CSEA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. CSEA and the District may agree that additional employees shall receive such released time.

b. CSEA Annual Conference: The District shall grant paid release time to up to eight (8) elected delegates from CSEA Chapter #500 to attend the CSEA Annual Conference for up to five (5) days. Notification must be provided to the District at least twenty (20) days in advance of the need for such absence.

c. Job Stewards: Except as already provided for in Article V Grievance Procedure, Section 3.0 and to the extent such cannot be reasonably handled during non-duty hours, and if the needs of the service allow, job stewards designated by the Association shall, after providing at least forty-eight (48) hours’ notice to his/her immediate supervisor, be released from duty with no loss of pay for the purpose of representing unit members in the case of any disciplinary or investigative meeting; representing unit members in any reasonable accommodations or interactive process proceedings; or representing unit members in any evaluation appeal. Such release time shall be limited to one-hundred (100) cumulative hours per year and no individual shall be released on more than two (2) occasions per month, and a cumulative total of twenty (20) hours per year.

12.0 School Calendar(s): In the Spring of each year during the term of this Agreement, the District shall provide to CSEA a copy of the draft school calendar(s) developed for discussions with the representative of the District’s teachers. CSEA shall have the opportunity to provide comment to the District on the calendar(s) prior to the District’s formal calendar discussions with the teachers’ representatives. Additionally, CSEA shall have the opportunity to provide input to the District prior to the implementation of calendars that have an effect of Unit D employees. The District shall contact CSEA to set up meetings for this purpose.

13.0 The District, upon request of the Association, shall provide annually after June 1st, a current seniority list of all bargaining unit members with a calculation end date of April 30th of that year. The District shall provide CSEA any list used for determining layoffs.
ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

...

2.0 Overtime

2.1 To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Each office, operational unit, or work group shall maintain a list of employees by classification who have made a request in writing for overtime assignments. The order of placement on the list shall be based upon the order in which the supervisor received the written request. In case of simultaneous requests, the order of placement shall be based upon District seniority. Where there are insufficient or no written requests, upon reasonable notice, an employee shall be required to work overtime as needed. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the District will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.

2.2 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1½) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal laws at the rate of one and one-half (1½) times the hours worked, for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

...

6.0 Summer Assignments: Summer assignments to employees not regularly so assigned shall be made as soon as practicable. Selection for summer assignments shall be made in the following order:

a. Ten-month regular clerical employees in the same or related classes who are selected by the school principal;

b. Ten-month regular clerical employees who are qualified and have applied. Assignments from this group shall be based on District seniority;

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Article IX - Hours and Overtime

c. Previously assigned clerical substitutes who have qualified by examination;

d. Available persons on clerical eligibility lists; and

e. Persons who have never qualified by examination.

6.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the District.

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9.0 The District will implement an equitable rotational system for overtime and Z-time for Spring 2019. The parties will meet and confer over the method of equitable rotational system.
ARTICLE X

EVALUATION PROCEDURE

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule:

a. Probationary employees shall be given performance evaluations no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period.

b. Permanent employees shall be given performance evaluations at least once every year.

2.0 Procedure to be Followed: Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

2.5 If an evaluator rates an employee’s overall performance as lower than “meets standards”, for reasons other than those that are set forth in 2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than “meets standards” rating, and if the employee was not previously so advised, then the evaluator shall note why not. Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 3.0 of this Article, but shall not otherwise be challengeable by the employee or the Association.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent, or division head, or designated representative within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by CSEA if the employee so desires. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.
Article X – Evaluation Process

4.0 Notice of Unsatisfactory Service or Act: An employee given a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action shall have the same appeal rights as outlined in Section 3.0, above. A formal grievance concerning such a Notice of Unsatisfactory Service or Act filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Section 2.1 and Section 2.2, above, have not been followed.

4.1 A Notice of Unsatisfactory Service or Act that does not recommend disciplinary action shall not contain any charges nor be based upon any matters, materials or incidents related to work performance and/or work habits occurring more than three (3) years prior to the date of issuance of the Notice, unless the District did not know or could not have reasonably known of the act or omission.

...
ARTICLE XII
WAGES AND SALARIES

1.0 Wages and Salaries: The District and CSEA agree to the following:

2017-2018
Effective July 1, 2017, all CSEA and all its Local Chapter 500 bargaining unit members shall receive a 2% on-schedule wage increase applied to each step on the current base wage schedules.

2018-2019
1. Effective July 1, 2018, all CSEA and all its Local Chapter 500 bargaining unit members shall receive a 1% on-schedule wage increase applied to each step on the 2017-2018 base wage schedules.
2. Effective July 1, 2018, all CSEA and all its Local Chapter 500 bargaining unit members shall receive an additional 1% on-schedule wage increase applied to each step on the 2017-2018 base wage schedule that shall include extra work and/or training starting the 2018-19 school year.

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2019-2020 SALARY REOPENER NEGOTIATIONS:
It is also agreed that should the LAUSD Board of Education adopt across-the-board, on schedule percentage wage increases for another classified bargaining unit that is higher than a combined six (6) percent for 2017-2020, CSEA shall receive the difference between the increases given to the other classified unit and six (6) percent. However, this clause shall not apply if the other classified unit agrees to changes on health benefits for new hires or agrees to change qualifications for retiree benefits that are more restrictive than the rule of 87 and 30 years of continuous service.

...
ARTICLE XIII
HEALTH AND WELFARE

The parties agree to amend the eligibility rules in Article XIII, Section 4.0, Retirement Benefit Coverage, as follow:

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 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:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be required in order to qualify for retiree health benefits for the life of the retiree.

d. For employees hired on or after June 1, 1992, but prior to March 1, 2007, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.

e. Employees hired on or after March 1, 2007 but prior to April 1, 2009 shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the "Rule of 80" eligibility requirement (section 4.0 (d) above) to receive employee and dependents' health and welfare benefits (medical, dental, and vision) upon retirement as provided for in this Agreement.
f. For employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) consecutive years of service with the District immediately prior to retirement.

g. For employees hired on or after September 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.

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.

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.
ARTICLE XII

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND SPECIAL SALARY PRACTICES

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2.0 Miscellaneous Paid Allowances

2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

a. Upon board approval of this agreement, for the classifications of Senior Police Dispatcher and Police Dispatcher, the initial basic uniform shall consist of the following: five (5) shirts, and five (5) pairs of trousers. The first year of employment, all new employees shall receive the initial basic uniforms. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall not receive a cash reimbursement for such items. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear.

b. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the monetary value of District issued uniforms provided up to $400.00, as needed (the parties can revisit this amount at any time during the life of the agreement). Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

...

07-29-2016
3.0 Pay Differentials – General

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days, a bilingual differential, or a differential for operation of computer terminals shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

3.7 Differential for Operation of Computer Terminals: An employee in a clerical classification who is assigned the key duties of an Office Computer Operator, as described below, as a part-time assignment in addition to the regular duties of his/her position shall receive a long-term salary differential of 2.75 percent. Such a differential may be authorized only for employees in Clerical Series classes that are paid at salary schedules below that of the class of Senior Office Technician and who have completed an in-service training program approved or conducted by the Information Technology Division. The qualifying duties and responsibilities must include:

a. Coordinating and scheduling of various programs to be run on computer terminals;

b. Collecting, arranging, and maintaining records of data used for computer input;

c. Monitoring and analyzing computer output to detect terminal malfunctions and making simple equipment repairs.

A differential shall not be authorized for the simpler tasks involved in terminal operation, such as inputting data on a keyboard. The above qualifying duties and responsibilities must consume at least 25 percent of the employee’s assigned time. If these duties consume 75 percent or more of the assigned time of a position, the employee may initiate a request for a classification study. When a school has a position in the class of Office Computer Operator, a differential pursuant to this Section shall not be authorized for any other position at that school. This differential shall be terminated if the duties and responsibilities are removed from the position.

8.0 Supplemental Off-Cycle Pay Warrant: Payroll errors will be governed by the Education Code. A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment of at least fifty (50%) (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. The request will be processed and a warrant made available for pick-up within three (3) five (5) work days unless employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

8.1 An Supplemental 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.

8.2 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.

9.0 Payroll Errors - Limitations Upon Recovery: Corrections shall be done retroactively up to a maximum of three (3) years from the date of claim. Written communication will be provided when an overpayment occurs, exceeds one hundred dollars ($100). The District shall allow the employee to establish a reasonable method of repayment with the Payroll Services Administration.

...

10.4 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
- $40 per pay period (equivalent to $.25000 per hour) after 25 years
- $45 per pay period (equivalent to $.28125 per hour) after 30 years

...

The Union and the District acknowledge the importance of the retirement savings plans, therefore, both parties agree to actively encourage CSEA and its Chapter 500 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging CSEA and its Chapter 500 members to enroll.

[Signatures]

7/27/18
7/31/18
7/4 PM
Effective July 1, 2017, the District will reallocate the salary for employees currently in the job classification of Senior Insurance Technician and Insurance Technician as follows:

**Senior Insurance Technician:**

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**Insurance Technician:**

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ARTICLE XIV

TRANSFER PROCEDURES

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2.0 Involuntary Transfers: An involuntary transfer of an employee is one instituted by the District. Involuntary transfers may occur at any time at the discretion of the District. An employee shall be given 5-days’ notice prior to transfer if the transfer is within the same Local District. At the discretion of the Local District Administrator of Operations, if the transfer is not within the same Local District, an employee shall be granted an additional 5 days’ notice if the employee is able to demonstrate an undue hardship. The notice period may be waived by mutual agreement between the employee and the District. This notice period shall not apply in cases of emergency or for safety concerns. Any employee who is involuntarily transferred shall be entitled to know the reason(s) for the transfer from the appropriate administrator. No employee shall be involuntarily transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this Agreement. It is provided that the transfer of any employee to or from a school designated as a “low performing school”, or where the District determines that keeping the employee at his/her current location would be detrimental to the health, welfare or safety of the employee, administrators, students, or other employees, is deemed to be non-disciplinary and non-punitive in nature.

...
ARTICLE XV

PROFESSIONAL GROWTH PROGRAM

4.0  Professional Growth Reimbursement: The District may grant professional growth reimbursement to permanent Unit employees under the conditions specified below:

   a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, correspondence courses, online trainings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

   e. The course(s) or program shall not be taken during the employee’s assigned duty hours. However, an employee may submit a vacation request to attend a course(s) or program which shall be subject to approval.

   g. Reimbursement shall be limited to a maximum of $700 for any individual employee during any twelve (12) month period.

4.1  Provisions of this Section shall not apply to any employee who has received full eligible for-reimbursement by any other governmental agency, organization or association. A reimbursement amount is permitted to cover the difference between any third party reimbursement amount and the full cost of the reimbursable items.
ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the CSEA membership of Unit D and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2020, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or CSEA at any time after January 1, 2020.
Memorandum of Understanding
Between the Los Angeles Unified School District (District) and the California School Employees Association and its Los Angeles Chapter 500 (CSEA)

In order accordance with to meet the requirements of AB119 and to facilitate CSEA’s access to new employees, the parties agree to the following Memorandum. This Memorandum recognizes the unique circumstances of the Los Angeles Unified School District.

A) The District shall provide CSEA with contact information on new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of each month.
   a. “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 CSEA. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA and whose information has not been previously provided to CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such as that the employee was placed in the CSEA unit.

This contact information shall also include the following information with each field listed in its own column:

b. First Name;
c. Middle initial; (if available on file)
d. Last name;
e. Suffix (e.g. Jr., III) (if available on file)
f. Job Title;
g. Worksite location
h. Work telephone number; (if available on file)
i. Home Street address (incl. apartment #)
j. City
k. State
l. ZIP Code (5 or 9 digits)
m. Home telephone number (10 digits); (if available on file)
n. Personal cellular telephone number (10 digits); (if available on file)
o. Personal email address of the employee; (if available on file)
p. Employee ID;
q. Hire date.

7/20/16

Am

2-20-18

7/7/18
B) In lieu of providing CSEA mandatory access to its formal new employee orientations, the District shall provide CSEA the following:

a. When the District conducts a formal new employee orientation with classifications represented by CSEA, CSEA 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 of this right shall not interfere with the employee being on time to New Employee Orientation. The CSEA Chapter President or their designee will receive the equivalent of one (1) workday of paid release time to staff the location provided by the District.

b. CSEA shall be granted fifteen (15) minutes during a new employee’s paid work day to conduct an orientation session at a time mutually agreeable to CSEA and the site, office, operational unit, or work group supervisor/administrator. CSEA must exercise this right in the first 130 working days of a new employee’s assignment, unless otherwise mutually agreed to in writing by CSEA and the site, office, operational unit, or work group supervisor/administrator. CSEA may appoint a site representative who is assigned at the new employee’s work site to conduct the orientation session during their lunch period duty free period (i.e., lunch/break). If a CSEA site representative is assigned at the new employee’s work-site and able to conduct the orientation session, they shall be provided fifteen (15) minutes of paid release time to conduct the orientation session. The site representative shall provide their supervisor forty-eight (48) hours’ notice, once the orientation session time and date are agreed upon with the new employee’s supervisor. It should not disrupt the operations of the school/division or generate overtime.

C) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1of each year, or any subsequent anniversary date, of its desire to modify the Agreement. In the event an agreement is not reached within sixty (60) days after the demand to negotiate, either party can make a demand for interest arbitration.

D) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

\[Signature\]

[Signature]

7-20-18

7-20-18
E) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 5 in the Collective Bargaining Agreement, except as follows:

a. "Grievant" shall only include CSEA and its Los Angeles Chapter 500. Individual employees shall not be listed as grievants.
For the District

Najeeb Khoury
Director of Labor Relations

For CSEA

[Signature]
7-20-18

[Signature]
7/6/18