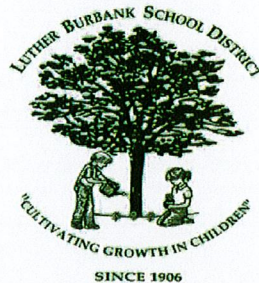


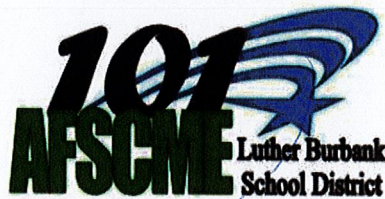
# **COLLECTIVE BARGAINING AGREEMENT**

Between



**Luther Burbank School District**

And



**American Federation of State, County and  
Municipal Employees, Local 101**

**July 1, 2017 – June 30, 2020**



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## **AGREEMENT**

### **Classified Employee Bargaining Unit Luther Burbank School District**

## **AGREEMENT**

This Agreement is between the Board of Trustees of the Luther Burbank School District, hereinafter referred to as the "District," and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 101, Council 57, hereinafter referred to as the "Union."

### **RECOGNITION**

The District recognizes the Union as the exclusive representative for the following bargaining units per its Resolution dated April 12, 1977: 1) all classified employees of the Luther Burbank School District; excluding management, confidential, supervisory, intermittent part-time (defined as not regular temporary help), or substitutes.

## **ARTICLE 1: COMPENSATION**

### **1.1 Salaries**

1.1.1 Unit members will receive wages according to the attached salary schedule, Appendix A.

1.1.2 Step increases will be granted as follows:

- a. If hire date is prior to December 31, step increase will be granted at the beginning of the next fiscal year.
- b. If hire date is after January 1, step increase will be granted at the beginning of the subsequent fiscal year.

### **1.1.3 Salary Increases**

1.1.3.1 For the 2017-2018 school year the District will add 1.5% on the AFSCME salary schedule for the School Food Services I, II and Lead, and Office Data and Records Maintenance Technician classifications effective July 1, 2017. (See Appendix A)

1.1.3.2 Effective July 1, 2017, the AFSCME salary schedule will be recalibrated for Instructional Aide Regular Education, Instructional Aide Special Education, Instructional Aide Bilingual, and Child Development Instructional Aide classifications, to reflect 5% between each step. (See Appendix A)

1.1.3.3 Effective July 1, 2017, the AFSCME salary schedule will be recalibrated for the Buildings and Grounds Worker and Lead Buildings and Grounds Worker classification to reflect a new "Step One," which shall be at the current "Step Two" with corresponding modifications to Steps 2-11. A new Step 12 will be added to the salary schedule. (See Appendix A)

1.1.3.4 For the 2018-19 school year the District will add 2% on the salary schedule for all AFSCME classifications effective July 1, 2018. For the 2019-20 school year the District will add 1.75% on the salary schedule for all AFSCME classifications effective July 1, 2019 and 1.75% on the salary schedule for all AFSCME classifications effective January 1, 2020.

1.2 Placement on Salary Schedule for Employees Who Are New to the District

1.2.1 New employees with no work or vocational experience or related training or education will be assigned to the appropriate class at Step 1.

1.2.2 As determined by the Superintendent-Principal, new employees may be placed at a higher step on the salary schedule based on their number of years of:

- a. Work experience in another California public school district, or
- b. Training or education related to the position for which they were hired.

1.2.3 A "year" is defined in this section as 75% percent of the contract or calendar year. Fractional parts of one (1) year may not be combined to meet the percentage requirement.

1.2.4 Years of acceptable work and/or related training or education may be credited up to six (6) years or Step 6 on the AFSCME salary schedule. Years will only be credited for work or training and education that occurred within three (3) years prior to the employee's date of hire.

1.2.5 Within thirty (30) days of hire, in order to qualify for higher placement on the salary schedule, a new employee who claims prior work and/or training or education must submit his/her written verifications of service from his/her former employers or other disinterested and qualified persons and/or official records of training or education.

1.2.6 A former District employee who left the District in good standing and who is re-employed within one (1) year into a position that is lower of equivalent to the position he/she formerly held may be returned to his/her prior step placement.

1.3 Work Out of Classification

1.3.1 All unit members who are required to work in a higher classification shall receive the member's current step at the rate of pay for the higher classification.

1.3.2 All unit members who are required to work in a lower classification shall receive the rate of pay for their regular classification.

1.4 Longevity Increments

1.4.1 Unit members shall have 2.5% a month added to base salary for longevity at the beginning of the 15th, 19th, 23rd, 27th and 31st year of service to the District.

1.4.2 For purposes of longevity increments, a year of service shall mean a full fiscal year; unit members to be credited with a full fiscal year if hired prior to December 31.

1.5 Pay Procedures

1.5.1 Each month unit members shall be given an itemized statement which shall disclose all deductions, overtime pay, holiday pay, longevity pay and bilingual pay. Accrued sick leave and accrued vacation shall be reported to unit members on an annual basis.

1.5.2 Vacation and sick leave balances shall be reported to unit members on their paychecks on a monthly basis reflecting balances for vacation and sick time taken to the end of the prior month.

1.6 Promotion

1.6.1 On or after July 1, 2015, when a unit member is promoted, he/she shall be placed on the salary schedule in the new classification at the step that reflects at least a five percent (5%) increase above the salary he/she earned in the position held immediately prior to the promotion.

**ARTICLE 2: HOURS OF EMPLOYMENT**

2.1 The length of the workday shall be established by the District but shall not be less than four nor more than eight hours per day.

2.2 Rest Periods

2.2.1 Unit members who work four hours will receive one 15-minute rest period. Unit members working more than four hours to six hours shall receive a non-paid 30-minute lunch and one 15-minute rest period. Unit members working more than six

hours per day shall receive one non-paid 30-minute lunch break and two 15-minute rest periods.

- 2.2.2 A one-hour lunch break may be granted to unit members who work eight hours, when mutually agreed upon.

2.3 Overtime

- 2.3.1 Overtime is defined as all hours in paid status in excess of eight (8) hours in any one day and in excess of 40 hours in any calendar week. Overtime will be performed only with prior permission of the immediate supervisor. The District shall compensate all unit members for overtime work at the rate of pay equal to one and one half (1 ½) times the regular rate of pay for performing such overtime work.

2.4 Call Back Pay

- 2.4.1 Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, even if actual time required is less than two hours.

2.5 Split Shift

- 2.5.1 The District may determine which specific classifications require a split shift schedule. Split shift schedules will be assigned upon hire or fifteen (15) working days' notice to the affected employee.

2.6 Flexible Scheduling

- 2.6.1 The District may, with at least three (3) weeks' notice to the affected employees, modify an employee's work hours during the summer, spring and/or winter recess and break periods.
- 2.6.2 If it becomes necessary for the efficient operation of the District to change the hourly workweek for any employee, the District will notify the affected employee fifteen (15) working days prior to making the change to the work hours.

**ARTICLE 3: HEALTH AND WELFARE BENEFITS**

- 3.1 Each unit member will have the option to choose from one of the District provided medical plans.

The District will contribute up to the following toward premiums for medical coverage for unit members:

- For Employee Only: \$8,925.00 per year
- For Employee Plus One: \$13,616.40 per year
- For Employee Plus Family: \$19,267.50 per year

The above District contributions for employee only, employee plus one and employee plus family will increase as set forth below if the benefit rate costs for the Kaiser Health benefits Plan determined by the Santa Clara County Schools Insurance Group is increased.

January 1, 2018: One half percent (.5%) of the existing District contributions

January 1, 2019: Two percent (2%) of the existing District contributions

January 1, 2020: Two percent (2%) of the existing District contributions

Annual premium costs in excess of the District contribution toward medical benefit coverage options selected by the unit member shall be deducted from the unit member's pay warrants.

3.1.1 If the employee is already receiving medical coverage through another group program, the employee may choose to receive cash in lieu of medical coverage of \$4,000. To the extent allowed by law, the employee may have the \$4,000 contributed to a tax sheltered annuity instead of receiving a cash payment. Cash payments provided in this subsection shall be paid in ten (10) equal monthly installments.

3.2 In addition to medical coverage, the employee may select two of the following District offered insurance plans (the employee may purchase the third option at his or her own expense):

- Employee only dental: The Delta Dental Plan (the employee may add additional family members to the plan at his or her own expense);
- Employee and family vision: (Medical Eye Services);
- Employee only life insurance policy – premium not to exceed \$238 per year.

3.3 The District shall strive to maintain the same level and quality of benefits for all insurance plans offered under this article and shall negotiate with the Union over any proposed changes.

3.4 The District will continue to provide life insurance and income protection plans which employees may purchase at his or her own expense.

3.5 The District will implement a Section 125 Premium Only Plan whereby employee contributions to medical care coverage may be pre-tax.

- 3.6 The District, Luther Burbank Education Association and AFSCME will create a three (3) person Benefits Committee to receive information from and about JPA plans. Each group will select one member and each member has one vote. This committee will recommend to the Superintendent-Principal by consensus which plans the District will offer all its employees based upon the plans offered by the JPA or other insurance groups of which the District is a participant, and any other applicable provision of law. The Superintendent-Principal or designee shall make the final determination. Information from the JPA meetings will be shared with committee members.

#### **ARTICLE 4: LEAVE OF ABSENCE**

- 4.1 Except as provided in this section, Article 4, statutory or regulatory leave benefits and the rules for such benefits are not incorporated into this Agreement.

4.2 **Personal Illness and Injury Leave**

4.2.1 **Sick Leave**

4.2.1.1 Unit members who are 12-month employees shall be entitled to twelve (12) days leave with full pay for each fiscal year for purposes of personal illness or injury.

4.2.1.2 Unit members employed five (5) days a week, but less than twelve (12) months a year, shall be entitled to that proportion of twelve (12) days as the number of months bears to twelve (12).

4.2.1.3 Unit members employed less than five (5) days a week shall be entitled to that proportion of twelve (12) days as the number of days a week employed bears to five (5).

4.2.1.4 If a unit member does not utilize the full amount of leave as authorized in 4.2.1.1-4.2.1.3 above in any fiscal year, the amount not utilized shall be accumulated from year to year.

4.2.2 **Verification of Injury or Illness**

4.2.2.1 If a unit member is absent from work for illness or injury for a period of time in excess of three (3) consecutive days, the unit member shall remain on sick leave and shall not return to work until he/she submits his/her medical doctor's authorization to return to work.

4.2.2.2 If a unit member is absent from work for illness or non-work related injury, he/she may be required by District management to present a medical doctor's certificate verifying the absence was due to personal

injury or illness. When a verification of injury or illness is required by the District, the doctor will be elected by the District and the fee for such an examination will be paid for by the District. The doctor will make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and report such finding to the Superintendent-Principal or designee. If the doctor concludes that the absence was not due to personal illness or injury, or that the illness was not sufficiently severe to warrant absence from work, then the Superintendent-Principal or designee, after notice to the unit member, may refuse to grant such leave.

#### 4.2.3 Reporting an Absence

Whenever possible, a unit member must contact his/her direct supervisor or designee as soon as the need to be absent is known, but in no event less than (one (1) hour prior to the start of the workday) to permit the District time to secure substitute service. Failure to provide adequate notice, as here set forth, shall be grounds for a written warning and denial of leave with pay.

- 4.2.4 A unit member who is absent shall have deducted from accumulated leave the actual time missed, rounded up to the quarter hour.

#### 4.2.5 Returning to Work After Absence

Unless the Unit member notifies the District of his/her intention to return to work by noon prior to the work day of return, allowing the district dismissal of the substitute, the unit member will not be allowed to return to work.

### 4.3 Extended Sick Leave

- 4.3.1 In any given fiscal year an employee will be entitled to five months of paid differential leave to be paid at a rate of the difference between his/her salary and that actually paid to a substitute who was hired specifically for the employee's position from outside the District.
- 4.3.2 If at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Agreement and pursuant to the Education Code, the unit member is still unable to assume the duties of his/her position within the class to which he/she was assigned, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the 39-month period the unit member is able to resume the duties of his/her position, the unit member shall be reemployed in the first vacancy in the classification of his/her previous assignment. The unit member's reemployment will take preference over all other applicants, except those laid off for lack of work or funds under Education Code section 45296 in which case the unit member shall be ranked according to his/her proper seniority.

Upon resumption of his/her duties, the break in services will be disregarded and the unit member shall be fully restored as a permanent employee.

#### 4.4 Personal Necessity Leave

4.4.1 Leave which is credited under 4.2.1 of this article may be used, at the unit member's discretion, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any fiscal year.

4.4.2 For purposes of this provision, personal necessity shall be limited to:

- a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Article 4.5.1.
- b. Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d. Other personal necessities which are allowed at the discretion of the Superintendent-Principal or designee. Such leave may be taken to avoid considerable personal inconvenience, but may not be taken for the extension of a holiday or a vacation period, for matters which can readily be taken care of outside work hours, or for recreational activities.

4.4.3 Unit members shall make every reasonable effort to provide the District with advance notice of intent to use personal necessity leave. Under all circumstances, a unit member shall verify in writing that the purposes as set forth in 4.4.2 above. A unit member will be subject to a written warning and loss of pay for the day(s) in issue if the leave was used for purposes other than set forth in 4.4.2.

#### 4.5 Bereavement Leave

4.5.1 A unit member shall be entitled to a maximum of five (5) days leave without loss of salary on account of the death of any member of his/her immediate family. A unit member shall be entitled to an additional two (2) days of paid bereavement leave if travel of 500 or more miles is required to attend the funeral services. Bereavement Leave may not be taken intermittently except in unusual circumstances and then only with the written permission of the Superintendent-Principal.

4.5.2 For the purposes of this Agreement, immediate family is defined as the unit member's spouse, registered domestic partner, mother, mother-in-law, step-mother, father, father-in-law, step-father, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, son, son-in-law, step-son, daughter, daughter-in-

law, step-daughter, the grandmother, grandfather, or grandchild of either the unit member or the unit member's spouse.

- 4.5.3 A unit member shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.
- 4.5.4 Upon return from the leave, the District shall require that a unit member verify in writing that bereavement leave was used only for the purpose set forth in 4.5.1. Verification forms shall be given to the unit member by the District.

#### 4.6 Leave for Pregnancy Disability

- 4.6.1 Unit members are entitled to use accumulated sick leave as set forth in 4.2.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 4.6.2 Unit members are entitled to a leave of absence while disabled because of pregnancy, miscarriage, childbirth, or recovery up to a maximum of four months. Upon exhaustion of sick leave as set forth in 4.2.1, extended sick leave may be used as set forth in section 4.3 and as provided in Education Code section 45196. While the unit member is in paid status, medical benefits will be provided to the same extent and on the same terms as if the unit member were working. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 4.6.3 The unit member on leave for pregnancy disability shall be entitled to return to the same position as that held at the time the leave commenced.

#### 4.7 Parental Leave

Eligible unit members may choose to take up to 12 workweeks of leave for the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") consistent with the provisions of Education Code section 45196.1 and the California Family Rights Act ("CFRA"). Unit members desiring to use parental leave shall request the leave from the Superintendent-Principal and provide notice of the dates of the requested leave. Unit members taking parental leave have the option to utilize accumulated sick leave as set forth in section 4.2.1 of this Agreement until all sick leave is exhausted. Thereafter, the unit member may use differential sick leave as provided under Education Code section 45196 for any of the remaining portion of the 12-

workweek period. If the unit member has exhausted his/her differential leave, the remaining portion of the 12-workweek period will be unpaid.

#### 4.8 Judicial Leave

4.8.1 Unit members will be provided leave for regularly called jury duty for a minimum jury duty service called under law. The unit member shall submit a request for an approved absence immediately upon notification of jury duty.

4.8.2 The unit member, while serving jury duty, will receive full pay. Remuneration received from jury duty will be turned over to the District.

#### 4.9 Industrial Accident or Illness Leave

4.9.1 In addition to any other benefits that a unit member may be entitled to under the workers compensation laws of this state, unit members shall be entitled to the following benefits: a unit member suffering an injury or illness arising out of and in the course and scope of his employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any member shall be entitled to only amount remaining at the end of the fiscal year in which the injury or illness occurred.

4.9.2 Employees who sustain an industrial accident or illness shall report such to the District, on forms provided by the District, within twenty-four (24) hours of the unit member knowing it is a work related accident or illness. The failure of any employee to comply with this article may subject the unit member to discipline, but will not deprive the unit member of the protection of workers compensation insurance or the leave provided in Article 4.9.1.

4.9.3 Payment for wages lost on any day shall not, when added to a temporary disability award granted the unit member under the workers compensation laws of this state, exceed the normal wage for the day.

4.9.4 The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the worker compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave as, when added to the workers compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against a unit member's sick leave or vacation credit.

- 4.9.5 Any time a unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

#### 4.10 Holidays

- 4.10.1 Subject to 4.10.2, the following dates will be observed as legal or local holidays with full pay to members:

1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Day before Christmas Day
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Lincoln Day
10. Washington Day
11. Memorial Day
12. Independence Day (12-month employees only)

- 4.10.2 Other holidays shall be granted as may be designated for the District by the Board of Trustees, or as designated for the public school system by the Governor of the State of California.

#### 4.11 Vacation

- 4.11.1 Instructional time based, hourly school unit members, shall have vacation paid as accrued and incorporated into an annualized salary. The annualized salary is paid on equal monthly installments. Computation of vacation time shall be as per section 4.11.3.
- 4.11.2 Other hourly employees accrue vacation leave on a monthly basis. The monthly rate multiplied by the equivalent number of months worked as per classification work days (i.e., 248 days = 11.5 months). The vacation leave is logged at the beginning of the fiscal year to be utilized and depleted during the fiscal year in which it is earned.
- 4.11.3 Monthly unit members shall accrue vacation leave on a monthly basis, but logged at the beginning of the fiscal year to be utilized and depleted during the fiscal year in which it is earned.
- 4.11.4 Unit members shall receive vacation at the following rate: full year of service (10 days per year for 12 month employees);
- a.  $\frac{5}{6}$  (.834) of a day per month, prorated after completion of one (1) full year of service;

- b. 1 1/4 (1.25) days per month, prorated, after completion of five (5) full years of service (15 days per year for 12 month employees);
- c. 1 2/3 (1.667) days per month, prorated, after completion of ten (10) full years of service (20 days per year for 12 month employees).

4.11.5 Vacation leave may be taken one day at a time, subject to 4.11.6.

4.11.6 All vacation dates are subject to approval by the immediate supervisor. The supervisor must respond to the unit member's request for vacation time off within one (1) week of receipt of the request.

4.11.7 The District will ask that employees fill out a vacation template in July for the entire contract year so that appropriate work flow and District operations can be scheduled as far as advance in possible. An employee may modify his/her vacation template to account for an unanticipated vacation with notice to the District at least four (4) weeks in advance of the first day of the vacation. However, if a unit member has used all available personal necessity leave and, because of an emergency, wishes to take vacation time, the immediate supervisor may upon a showing of reasonable cause waive the four (4) week notice requirements. All vacations are otherwise subject to the approval of the Superintendent-Principal or designee. Disapproval of a vacation request, other than an emergency request, must be communicated by the District within one (1) week of the request being submitted. Preference as to dates shall be based on seniority.

#### 4.12 Leave of Absence

4.12.1 After the completion of three (3) years consecutive service unit members are eligible for a leave of absence of twelve (12) months or less, without pay but with a continuation of benefits at expense of the unit member provided that such leave is approved by the Superintendent-Principal and the Board of Trustees.

- a. For purposes of this article, a year of service shall mean a full fiscal year, unit members to be credited with the full fiscal year if hired prior to December 31.
- b. It is the intent of this article that the Superintendent-Principal and/or the Board of Trustees shall have complete discretion to approve or disapprove any request.

4.12.2 Any unit member desiring such a leave shall provide at least six (6) weeks written notice of the requested commencement date of such leave.

4.12.3 Upon return from such leave, the unit member shall assume the same position held before the leave commenced.

#### 4.13 Unpaid Family and Medical Leave

4.13.1 Leave may be taken for the following reasons, consistent with the provisions of the federal and state family and medical leave acts.

4.13.1.1 Birth, adoption, or foster care of a unit member's child.

4.13.1.1.1 Leave for the birth of a unit member's child, or the placement of a child with the unit member in connection with the adoption or foster care of the child by a unit member, shall run concurrently with parental leave provided under Education Code section 45196.1 and the California Family Rights Act ("CFRA"), as described in section 4.7 of this Agreement.

4.13.1.2 The serious illness of the unit member's child, parent, and spouse.

4.13.1.3 The unit member's own serious health condition.

4.13.1.3.1 The unit member may use accrued sick leave and extended sick leave to the extent available during a family and medical leave.

4.13.1.3.2 Disability caused by pregnancy, childbirth, or related medical condition is a separate leave under section 4.6 of this Agreement.

4.13.2 Eligible bargaining unit members shall be allowed up to 12 weeks of unpaid leave of absence during a rolling 12-month period.

4.13.3 When an employee is on unpaid leave under this article, for a period of up to twelve (12) weeks, employee medical coverage will be continued at the same level and under the same conditions that coverage would have been provided if the leave had not been taken.

4.13.4 Each bargaining unit member shall provide satisfactory medical proof of necessity for family leave if such proof is requested by the Superintendent-Principal or designee.

4.13.5 Family and medical leaves shall run concurrently with other leaves taken under Article 4 to the extent permitted by law.

#### 4.13.6 Leave to Care for Service Members

The District will comply with federal regulations concerning leave to care for servicemembers.

#### 4.13.6.1 Military Caregiver Leave

Eligible unit members who are the spouse, son, daughter, parent or next of kin of a covered servicemember may take up to 26 weeks of FMLA leave during a single 12-month period to care for the servicemember who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This leave will be administered consistent with federal regulations and is available for eligible unit members whose servicemembers are either in the active duty or reserve components of the Armed Forces.

#### 4.13.6.2 Qualifying Exigency Leave

Eligible unit members who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period for qualifying exigencies that arise when a military member is deployed to a foreign country, such as attending military sponsored functions and briefings, making appropriate financial and legal arrangements, and arranging for alternative childcare. This leave will be administered consistent with federal regulations and is available for eligible unit members whose servicemembers are either in the active duty or reserve components of the Armed Forces.

#### 4.13.7 State Disability Insurance

An employee may elect to receive State Disability Insurance (SDI) by completing and submitting the appropriate paperwork to the District's Business Office. The employee contributions toward SDI shall be deducted from the employee's pay warrants.

### **ARTICLE 5: LAYOFF AND REEMPLOYMENT**

#### 5.1 Reduction in Force

The District may reduce the work force for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff within the class shall be determined by the date of District employment within the class. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first. If the District proposes a reduction in staff covered under the terms of this Agreement, the District and the Union shall meet and consult on the proposed reductions. The final decision on any proposed reduction in staff shall rest within the sole discretion of the District.

5.2 Seniority

Length of service shall begin on the hire date of regular District employment within a class. If two employees within a class have the same District hire date, the employee with the earliest District hire date, regardless of class, shall be considered the most senior; thereafter, ties in seniority shall be determined by lot.

5.3 Notice of Layoff

Notice of layoff will be provided to affected employees at least 60 days prior to the effective date of layoff. Any notice of layoff shall specify the reason for layoff, the identity of the employee designated for layoff, and information on his/her displacement rights, and reemployment rights, if any.

5.4 Order of Layoff

Any layoff shall be effected within a class. No regular employee shall be laid off from any position while non-classified employees are serving as substitute or "short term" employees in the same class, unless a regular employee declines said position.

5.5 Displacement ("Bumping") Rights

Any employee laid off from his/her present class may bump the least senior employee in the next lowest class in which the employee has previously served in the District and has greater District seniority including the higher classification(s). The employee may continue to bump into lower classes in which the employee has previously served in order to avoid layoff. A laid off employee shall be reemployed by the District in preference to new applicants for any vacant classified position for which the employee is qualified. Any employee so bumped shall be laid off in place of the employee with greater seniority.

5.6 Reemployment Rights

Laid-off employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other regular employment in the classifications affected by said layoffs.

If the District reemploys a unit member in a position in which the employee had obtained permanent status, it shall disregard the break in service and classify the employee as permanent in the class to which the employee is reinstated or reemployed. In addition, the District shall restore the employee's unused sick leave balance, seniority, salary schedule placement and vacation accrual level which the employee had at the time of layoff.

If the District reemploys a unit member in a position in which the employee had not previously served a probationary period, the employee shall be employed as a probationary employee in that position and shall be required to satisfactorily complete the

probationary period as provided in the Agreement. If the employee fails to satisfactorily complete the probationary period, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

5.7 Notifications of Reemployment

The District shall notify the employee with the greatest seniority on the reemployment list of an available vacancy. Such notification may be made by telephone or in person, as well as through certified mail to the laid off employee's last known address; the District shall also simultaneously notify the Union of all reemployment offers.

5.8 Employee Acceptance of Reemployment

An employee shall notify the District of his/her intent to accept or refuse reemployment by the end of the second work day after the offer is made; failure of the laid off employee to notify the District of acceptance/rejection within said time frame shall result in automatic removal from the reemployment list. An employee who rejects an offer of reemployment to a former classification shall be placed at the bottom of the seniority list for that class at the time of the rejection. If a laid off person declines a second offer of reemployment during the 39 month period, he/she shall be removed from the reemployment list.

5.9 Reemployment in a Lower Class

Employees who voluntarily accept a vacant position in a classification lower than their highest former class in lieu of layoff shall retain their original thirty-nine (39) months right to the higher position.

5.10 Separation and Reduction in Assigned Time

Layoff as used herein shall refer to separation from service or reduction in assigned time.

5.11 Other Matters Related to Layoff

The District agrees to provide the Union notice of any layoffs not less than sixty (60) days prior to the effective date. The District further agrees to provide the Union with an opportunity to confer on seniority dates and implementation procedures related to said layoffs prior to the effective date of said layoffs.

## **ARTICLE 6: SENIORITY AND FILLING JOB VACANCIES**

### **6.1 Seniority**

- 6.1.1 A unit member shall not attain seniority until he/she has completed a probationary period of six (6) months in the employ of the District, after which time his/her seniority shall be from the date of hire.
- 6.1.2 Probationary Period: The probationary period for all unit members in the classified service shall be six (6) months of employment.

### **6.2 Filling Job Vacancies**

- 6.2.1 The parties hereto subscribe to the principle of filling job or position vacancies from within, and qualified unit members shall be given job or position preference on the basis of seniority, in the event of job or position vacancies as follows:
  - a. In the event of job vacancies (defined as employment within a job classification) unit members who are competent and qualified, as verified by a standard competency test and wishing to apply for such vacancies shall be given preference over non-unit member applicants and shall be given preference over fellow unit members applicants on the basis of seniority. Unit members awarded job vacancies in a higher job classification shall serve a probationary period of six (6) months.
    - 1. Unit members awarded job vacancies in a lower job classification shall retain the same salary step, and their salary review date for future step increases shall remain the same in the new job as it was in previous.
    - 2. Unit members awarded job vacancies in a higher job classification shall be placed on that step which assures the unit member at least five percent (5%) above his/her existing salary, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.
  - b. In the event of position vacancies (defined as a vacancy within a unit member's job classification), unit members who desire a change in position will have their seniority fully considered by the District. Should there be more than one (1) applicant for a position the most qualified shall prevail.
- 6.2.2 All covered position vacancies shall be posted for at least five (5) working days prior to being permanently filled.

- 6.2.3 The District shall furnish the Union a list of new hires with their name, classification, and date of hire; and in addition, will furnish the Union a list of terminations.

## **ARTICLE 7: EVALUATION PROCEDURES**

[Negotiations Note: The parties agree that for the 2017-18 school year an interim Initial Planning Sheet and Final Evaluation Form will be included in the Appendix as noted in this Article. Prior to the 2018-19 school year, AFSCME and the District agree to develop and mutually agree on an Initial Planning Sheet and Final Evaluation Form, and any other necessary forms used to observe and evaluate unit members, to be implemented for the 2018-19 school year.]

*Purpose:* The District and the Union agree that the purpose of this Article is to enhance the quality of education in the District and that a successful evaluation program depends on reciprocal respect and confidence between the evaluator and evaluator.

- 7.1. All unit members shall be evaluated by the District no less than once every two (2) years.
- 7.2. All probationary unit members will be evaluated at least once before permanent status is granted.
- 7.3. Evaluation will be conducted by, among others, observational visits during the regular work hours.
- 7.4. The Superintendent-Principal or designee will meet with the unit members individually for an evaluation conference consistent with 7.1 and 7.2 above.

## **ARTICLE 8: PROFESSIONAL GROWTH**

- 8.1. In order to promote motivation for professional growth for unit members in their job status, after one year of continuous and regular employment, provision is hereby made for professional growth increments. Professional growth must be related directly to an employee's current work assignment and cannot be for personal enrichment or career advancement outside the current job classification. The professional growth increment can be earned in the following ways upon prior approval of particular course work by the Superintendent-Principal or designee.
  - 8.1.1 Taking courses in junior college, college, or university.
  - 8.1.2 Taking courses offered by a Department of Adult Education.

- 8.1.3 Taking courses as trade extension classes for journeyman crafts.
- 8.1.4 Taking courses in in-service training programs offered by the Board of Trustees.
- 8.1.5 Completion of any other courses approved by the Superintendent-Principal.
- 8.2 Reimbursement for professional growth shall be as follows:
  - 8.2.1 Only pre-approved units shall be reimbursed.
  - 8.2.2 Reimbursement shall be at the rate of up to \$46.00 per each semester unit which is satisfactorily completed.
  - 8.2.3 Maximum of six (6) unit per; year may be used for reimbursement.
  - 8.2.4 Professional growth increments earned in a year shall be reimbursed in the first pay period of the next fiscal year.
  - 8.2.5 Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth increment must be completed and on file in the District Office before reimbursement for professional growth.
  - 8.2.6 The District shall establish an annual special reserve of \$1,000.00 to reimburse unit members for the cost of textbooks required to be purchased for pre-approved Professional Growth courses. If the District receives reimbursement requests that exceed \$1,000.00, the District will reimburse such requests on a proportional basis. If the District receives fewer reimbursement requests than \$1,000.00, the District shall reimburse the full amount of the requests but whatever is not spent in that fiscal year shall not carry over into subsequent fiscal years.
- 8.3 Guidelines
  - 8.3.1 All requests must be pre-approved.
  - 8.3.2 All professional growth credit is figured in semester hours. College credit in terms of quarter hours is translated into semester hours (1 qtr. hr. = 2/3 semester hr.).
  - 8.3.3 Adult Education and in service training hours will be computed as follows:
 

05-09 hours	without absences	=	0.25	Semester unit(s)
10-15 hours	without absences	=	0.5	Semester unit(s)
16-20 hours	with one absence	=	1.0	Semester unit(s)
21-30 hours	with one absence	=	1.5	Semester unit(s)
31-40 hours	with two absences	=	2.0	Semester unit(s)
41-50 hours	with two absences	=	2.1	Semester unit(s)
51-or more hours	with two absences	=	3.0	Semester unit(s)

- 8.4 All courses or programs shall be taken by the employee during nonassigned duty.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

- 9.1 A grievance is an allegation by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement which had adversely affected that member or an allegation by the Union that there has been a violation of a specific provision of this agreement which has adversely affected a unit member, including dismissal, suspension or other disciplinary action.

Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures are not recognizable under the grievance procedure. Matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this District are not within the scope of this procedure.

### **9.1.1 Level One: Informal Conference**

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the Superintendent-Principal or CDC Director.

### **9.1.2 Level Two: Written Grievance**

If the grievant has complied with the requirement of Level One and is not satisfied with the decision at that level, he/she must, within thirty (30) working days after the grievant is aware or should have been aware of the occurrence of the act or omission giving rise to the grievance, present such grievance in such writing on the appropriate form to the Superintendent-Principal.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the section of the agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. Within five (5) working days, unless otherwise mutually agreed, after the receipt of the written grievance by the principal or his/her designee, the principal or his/her designee, the principal or his/her designee will meet grievant upon request.

The Superintendent-Principal or his/her designee shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance unless otherwise mutually agreed. If no such written decision is given, the grievance will be deemed denied.

#### 9.1.3 Level Three: Mediation

If the matter is not resolved at Level Two, the Union may within five (5) working days appeal the grievance to Level Three by requesting a non-binding confidential mediation. The Superintendent-Principal or designee shall have five (5) working days to respond to the Union's request. If both parties mutually agree to a non-binding confidential mediation, the grievance shall be referred to the State Mediation and Conciliation Service.

The parties will mutually agree to a mediator or they will request that a mediator be assigned by the State Mediation and Conciliation Service. Upon hearing the position of the District and the Union, the mediator shall provide his/her informal opinion as to how an arbitrator would likely rule. The mediator shall also facilitate informal settlement discussions.

If there is no mutually agreeable resolution to the grievance, the Union may proceed to binding arbitration within fifteen (15) working days of receipt of the mediator's proposed settlement agreement.

#### 9.1.4 Level Four: Arbitration

The decision of the Superintendent-Principal on the grievance shall be final, unless within five (5) working days of the notice of the Superintendent-Principal's decision, one party submits in writing to the other party a request for arbitration of the grievance.

The parties and the District shall first attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. All other expenses shall be borne by the party incurring them.

The arbitrator shall first endeavor to reach a decision on the grievance and the answers submitted by the parties. If the arbitrator determines that a hearing is necessary, he/she may order that there be a hearing where oral testimony may be taken with regard to the issues in the grievance.

If any question arises as to the arbitrability of a grievance, such question must be ruled upon by the arbitrator prior to consideration of the merits of the grievance and prior to any hearing on the grievance.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

The arbitrator shall submit in writing to all parties his/her findings and decisions which shall be final and binding on the parties.

- 9.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 9.3 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 9.4 It is agreed and understood that any employee violating Article 9.2 may be subject to discipline up to and including termination by the District.
- 9.5 Failure of a unit member to abide by the terms of this Agreement, any policy, rule, procedure, or practice of the District, or any regulation or law will subject the unit member to a written warning. The Superintendent-Principal or designee will consult with the unit member who had been given a written warning in an effort to correct the employee's behavior or conduct. If the unit member fails to correct such conduct or again engages in such conduct, the Superintendent-Principal or designee or the District will take such further action as it deems appropriate.

#### **ARTICLE 10: ORGANIZATIONAL SECURITY**

- 10.1 Neither the employer nor the Union shall discriminate for or against any worker or applicant for employment on the basis of race, color, creed, sex, age, national origin, membership or non-membership in the Union, or participation in or refusal to participate in the Union. Both the District and the Union are affirmative action/equal opportunity employers.
- 10.2 The District agrees to deduct the Union membership dues from the pay of those unit members who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the District by the Treasurer of the Union, and the aggregate deductions of all unit members shall be remitted to the Union with a written statement of the names of the unit members for whom deductions were made to the Union after such deductions are made.

### 10.3 Monthly Electronic Dues Report

The District shall forward to the Union, no later than the 10th of each month, an electronic report showing the unit member's name, employee identification number, membership status, pay rate, dues or fee paid, and any adjusted dues included in that month's payment. Such report shall also include the total amount of monies sent in each dues/fee category and full total remitted.

### 10.4 Release Time

The District shall grant reasonable periods of release time to up to two (2) unit members for the purpose of negotiating and to one (1) unit member from each unit for processing grievances.

The Union shall notify the District, in writing, within thirty (30) days of this Agreement's execution of the names of such individuals and one (1) alternate.

### 10.5 Agency Shop

10.5.1 All employees employed in this bargaining unit shall make a choice to either:

- a. Become a member of the Union; or
- b. Pay to the Union an agency fee in an amount which does not exceed and amount which may be lawfully collected under applicable constitutional, statutory, case law; or
- c. Present to the Union and the Superintendent-Principal a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any labor organization as a condition of employment. The employee, as a result of his or her conscientious objection, shall pay a sum equal to the agency fee described above to one of three charitable funds agreed to by the Union and the District.

10.5.2 Pursuant to section 45168 of the Education Code and upon request by the Union, the District will deduct the amount of the agency fee from the paycheck of any unit member who has not authorized payroll deduction for any of the options described in 10.5.1.

### 10.5.3 Hold Harmless

The Union shall hold the District harmless in any dispute that arises with regard to deductions and/or dues payment under this Article. It is specifically understood that the failure of any unit member to pay dues to the Union or to comply with the Union rules, regulations, or bylaws will be a dispute between the Union and the member and will not be a dispute with or involve the District. The Union shall

indemnify and hold the District harmless for any and all claims, demands, or suits or any other action arising from enforcement of the Organizational Security provisions contained herein. The Union will pay all legal costs incurred in implementing this Article.

10.6 Voluntary Deduction for Legislative Education Fund

Any worker may sign and deliver to the District an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The District agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time.

10.7 Committee Participation

The District and the Union agree to schedule regular labor-management meetings to address issues relevant to the Union and/or the District.

Unit members shall be permitted to serve on the School Leadership Committee (SLC). All meetings shall be held at times and dates that are mutually agreed to by SLC committee members. SLC shall consist, in part, of up to two (2) representatives from management and up to two (2) representatives from the Union.

**ARTICLE 11: SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by the Public Employment Relations Board (PERB) or a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Should a provision of this Agreement be deemed invalid as described in the paragraph above, the parties shall meet not later than twenty (20) days after such court holding becomes final to renegotiate the subject matter of the provisions affected, unless such holdings precludes negotiation thereof.

**ARTICLE 12: SAFETY CONDITIONS OF EMPLOYMENT**

12.1. The District shall furnish employment and a place of employment which are safe and healthful for the unit members therein and shall conform to and comply with all health, safety, and sanitation requirements imposed by applicable state or federal laws or regulations adopted under state federal law.

12.2 The District agrees to provide all unit members with the tools and equipment

necessary to perform their jobs and shall maintain same in a safe and healthful condition.

- 12.3 The District shall maintain a safety committee, to which the Union shall appoint one (1) unit member. The committee shall review health, safety, sanitation, and working conditions to insure compliance with Article 12.1, and shall make recommendations to the district concerning improvements in safety conditions. Unit members of this committee shall be allowed reasonable release time to carry out their functions under this section.

### **ARTICLE 13: EFFECT OF AGREEMENT**

It is understood agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in the Agreement, such practices and procedures are discretionary with the District.

The parties agree that they have each had the opportunity to negotiate the full range of issues and that this Agreement shall constitute the full and complete agreement between the parties on terms and conditions of employment for the term of this Agreement.

### **ARTICLE 14: TERM OF AGREEMENT**

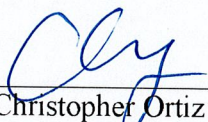
This agreement shall remain in full force and effect beginning July 1, 2017 up to and including June 30, 2020. This Agreement shall thereafter continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement.

### ARTICLE 15: NON-DISCRIMINATION

The District is committed to nondiscrimination in the work environment in accordance with Board Policy 0410. The parties agree that this article is not subject to the grievance procedure in Article 9 of this agreement.

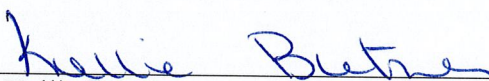
In witness whereof the parties hereto have caused this document to be executed by their duly authorized officers.

#### **Luther Burbank School District**

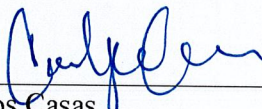
  
\_\_\_\_\_  
Dr. Christopher Ortiz  
Superintendent-Principal  
Luther Burbank School District

Dated: 12-7-17


#### **AFSCME Local 101 Council 57**

  
\_\_\_\_\_  
Kellie Butner  
Chapter President  
AFSCME Local 101 Council 57

Dated: 12/7/17

  
\_\_\_\_\_  
Carlos Casas  
Vice President  
AFSCME Local 101 Council 57

Dated: 12/7/17

  
\_\_\_\_\_  
Jo Bates  
Business Agent  
AFSCME Local 101 Council 57

Dated: 12/07/17

## **APPENDIX A**

The 2017-2018 salary schedule is attached.

## Classified Employee's Salary Schedule 2017-18

**Effective July 1, 2017**

HOURLY POSITIONS	SCHOOL AIDES SCHOOL FOOD SERVICES	WORK YEAR WORK YEAR	10 MONTHS 10 MONTHS	180 DAYS 180 DAYS
MONTHLY POSITIONS	OFFICE DATA AND RECORDS MAINTENANCE ASSISTANT LEAD BUILDINGS AND GROUNDS & BUILDINGS AND GROUNDS WORKER	12 MONTHS 12 MONTHS	261 DAYS 261 DAYS	2088 HOURS 2088 HOURS
DRAFT TA	Instructional Aides SCHOOL FOOD SERVICES Staff, OD&RMA Buildings and Grounds Staff	5.0% Between Steps 1.5% 3.5% Between Steps	3.5% Between Steps	
HOURLY POSITION	STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8 STEP 9 STEP 10 STEP 11 STEP 12			
SCHOOL FOOD SERVICES	12.97 13.63 14.31 15.02 15.74 16.58 17.39 18.26 19.19 20.15 20.15 21.17 22.23			
SCHOOL FOOD SERVICES II	13.63 14.31 15.02 15.74 16.58 17.39 18.26 19.19 20.15 20.15 21.17 22.23 23.34			
SCHOOL FOOD SERVICES LEAD	16.58 17.39 18.26 19.19 20.15 21.17 22.23 23.34 24.51 25.74 27.02 28.36			
INSTA/IDES-REG/ED	13.21 13.87 14.56 15.29 16.06 16.86 17.70 18.59 19.52 20.49 21.52			
INSTA/IDES-SPEC/ED	15.31 16.08 16.88 17.72 18.61 19.54 20.52 21.54 22.62 23.75 24.94			
INSTA/IDES-BILINGUAL	15.31 16.08 16.88 17.72 18.61 19.54 20.52 21.54 22.62 23.75 24.94			
MON/Hr	STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8 STEP 9 STEP 10 STEP 11 STEP 12			
ACCOUNTING TECHNICIAN	2,784.00 2,924.00 3,071.00 3,225.00 3,387.00 3,557.00 3,735.00 3,922.00 4,119.00 4,325.00 4,542.00 4,770.00			
HOURLY RATE	16.00 16.81 17.65 18.54 19.47 20.45 21.47 22.55 23.68 24.86 26.11 27.42			
OFFICE DATA AND RECORDS MAINTENANCE ASSISTANT	3,918.00 4,056.00 4,199.00 4,346.00 4,498.00 4,656.00 4,820.00 4,989.00 5,165.00 5,347.00 5,534.00 5,728.00			
HOURLY RATE	22.52 23.31 24.13 24.98 25.85 26.76 27.70 28.67 29.68 30.73 31.80 32.92			
BUILDINGS AND GROUNDS WORKER	3,157.00 3,268.00 3,383.00 3,502.00 3,625.00 3,752.00 3,884.00 4,020.00 4,161.00 4,307.00 4,458.00 4,615.00			
HOURLY RATE	18.14 18.78 19.44 20.13 20.83 21.56 22.32 23.10 23.91 24.75 25.62 26.52			
LEAD BUILDINGS AND GROUNDS WORKER	3,871.00 4,007.00 4,148.00 4,294.00 4,445.00 4,601.00 4,763.00 4,930.00 5,103.00 5,282.00 5,467.00 5,659.00			
HOURLY RATE	22.25 23.03 23.84 24.68 25.55 26.44 27.37 28.33 29.33 30.36 31.42 32.52			
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTI'				
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173 HOURS PER MONTH (FULL TIME EQUIVALENT)				
LONGEVITY	2.5 % PER MONTH 5 % PER MONTH 7.5 % PER MONTH 10 % PER MONTH 12.5 % PER MONTH	AT BEGINNING OF 15TH YEAR AT BEGINNING OF 19TH YEAR AT BEGINNING OF 23TH YEAR AT BEGINNING OF 27TH YEAR AT BEGINNING OF 31ST YEAR (effective July 1, 2011, for K-8 classified employees only)		
Board Meeting: September 12, 2017				

**LUTHER BURBANK SCHOOL**

# Classified Employee's Salary Schedule 2018-19

**Effective July 1, 2018, 2.0% Salary Increase**

HOURLY POSITIONS		SCHOOL AIDES SCHOOL FOOD SERVICES		WORK YEAR WORK YEAR		10 MONTHS 10 MONTHS		180 DAYS 180 DAYS									
MONTHLY POSITIONS		OFFICE DATA AND RECORDS, MAINTENANCE ASSISTANT LEAD BUILDINGS AND GROUNDS & BUILDINGS AND GROUNDS WORKER										12 MONTHS 12 MONTHS		261 DAYS 261 DAYS		2088 HOURS 2088 HOURS	
DRAFT TA																	
HOURLY POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12				
SCHOOL FOOD SERVICES		13.23	13.90	14.60	15.32	16.05	16.91	17.74	18.63	19.57	20.55	21.59	22.67				
SCHOOL FOOD SERVICES II		13.90	14.60	15.32	16.05	16.91	17.74	18.63	19.57	20.55	21.59	22.67	23.81				
SCHOOL FOOD SERVICES LEAD		16.91	17.74	18.63	19.57	20.55	21.59	22.67	23.81	25.00	26.25	27.56	28.93				
INSTA/IDES-REG/ED		13.47	14.15	14.86	15.60	16.38	17.20	18.06	18.96	19.91	20.90	21.95	23.05				
INSTA/IDES-SPEC/ED		15.62	16.40	17.22	18.08	18.98	19.93	20.93	21.97	23.07	24.23	25.44	26.71				
INSTA/IDES-BILINGUAL		15.62	16.40	17.22	18.08	18.98	19.93	20.93	21.97	23.07	24.23	25.44	26.71				
MONTH/HR		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12				
ACCOUNTING TECHNICIAN		2,839.68	2,982.48	3,132.42	3,289.50	3,454.74	3,628.14	3,809.70	4,000.44	4,201.38	4,411.50	4,632.84	4,865.40				
HOURLY RATE		16.32	17.15	18.01	18.91	19.86	20.86	21.90	23.00	24.15	25.36	26.63	27.97				
OFFICE DATA AND RECORDS MAINTENANCE ASSISTANT		3,996.36	4,137.12	4,282.98	4,432.92	4,587.96	4,749.12	4,916.40	5,088.78	5,268.30	5,453.94	5,644.68	5,842.56				
HOURLY RATE		22.97	23.78	24.61	25.48	26.37	27.29	28.26	29.25	30.28	31.34	32.44	33.58				
BUILDINGS AND GROUNDS WORKER		3,220.14	3,333.36	3,450.66	3,572.04	3,697.50	3,827.04	3,961.68	4,100.40	4,244.22	4,393.14	4,547.16	4,707.30				
HOURLY RATE		18.51	19.16	19.83	20.53	21.25	21.99	22.77	23.57	24.39	25.25	26.13	27.05				
LEAD BUILDINGS AND GROUNDS WORKER		3,948.42	4,087.14	4,230.96	4,379.88	4,533.90	4,693.02	4,858.26	5,028.60	5,205.06	5,387.64	5,576.34	5,772.18				
HOURLY RATE		22.69	23.49	24.32	25.17	26.06	26.97	27.92	28.90	29.91	30.96	32.05	33.17				
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTIVE																	
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173 HOURS PER MONTH (FULL TIME EQUIVALENT)																	
LONGEVITY		2.5 % PER MONTH		AT BEGINNING OF 15TH YEAR													
		5 % PER MONTH		AT BEGINNING OF 19TH YEAR													
		7.5 % PER MONTH		AT BEGINNING OF 23TH YEAR													
		10 % PER MONTH		AT BEGINNING OF 27TH YEAR													
		12.5 % PER MONTH		AT BEGINNING OF 31ST YEAR (effective July 1, 2011, for K-8 classified employees only)													
Board Meeting: September 12, 2017																	

**LUTHER BURBANK SCHOOL**

# Classified Employee's Salary Schedule 2019-20

**Effective July 1, 2019, 1.75% Salary Increase**

HOURLY POSITIONS	SCHOOL AIDES SCHOOL FOOD SERVICES	WORK YEAR WORK YEAR	10 MONTHS 10 MONTHS	180 DAYS 180 DAYS								
MONTHLY POSITIONS	OFFICE DATA AND RECORDS. MAINTENANCE ASSISTANT LEAD BUILDINGS AND GROUNDS & BUILDINGS AND GROUNDS WORKER	12 MONTHS 12 MONTHS	261 DAYS 261 DAYS	2088 HOURS 2088 HOURS								
DRAFT TA												
HOURLY POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
SCHOOL FOOD SERVICES	13.46	14.15	14.85	15.59	16.34	17.21	18.05	18.95	19.92	20.91	21.97	23.07
SCHOOL FOOD SERVICES II	14.15	14.85	15.59	16.34	17.21	18.05	18.95	19.92	20.91	21.97	23.07	24.22
SCHOOL FOOD SERVICES LEAD	17.21	18.05	18.95	19.92	20.91	21.97	23.07	24.22	25.44	26.71	28.04	29.43
INSTAIDES-REG/ED	13.71	14.40	15.12	15.87	16.66	17.50	18.37	19.29	20.26	21.27	22.33	23.45
INSTAIDES-SPEC/ED	15.89	16.68	17.52	18.39	19.31	20.28	21.29	22.36	23.48	24.65	25.88	27.18
INSTAIDES-BILINGUAL	15.89	16.68	17.52	18.39	19.31	20.28	21.29	22.36	23.48	24.65	25.88	27.18
MON/HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
ACCOUNTING TECHNICIAN	2,889.37	3,034.67	3,187.24	3,347.07	3,515.20	3,691.63	3,876.37	4,070.45	4,274.90	4,488.70	4,713.91	4,950.54
HOURLY RATE	16.61	17.45	18.32	19.24	20.21	21.22	22.28	23.40	24.57	25.80	27.10	28.46
OFFICE DATA AND RECORDS MAINTENANCE ASSISTANT	4,066.30	4,209.52	4,357.93	4,510.50	4,668.25	4,832.23	5,002.44	5,177.83	5,360.50	5,549.38	5,743.46	5,944.80
HOURLY RATE	23.37	24.19	25.05	25.92	26.83	27.77	28.75	29.76	30.81	31.89	33.01	34.17
BUILDINGS AND GROUNDS WORKER	3,276.49	3,391.69	3,511.05	3,634.55	3,762.21	3,894.01	4,031.01	4,172.16	4,318.49	4,470.02	4,626.74	4,789.68
HOURLY RATE	18.83	19.49	20.18	20.89	21.62	22.38	23.17	23.98	24.82	25.69	26.59	27.53
LEAD BUILDINGS AND GROUNDS WORKER	4,017.52	4,158.67	4,305.00	4,456.53	4,613.24	4,775.15	4,943.28	5,116.60	5,296.15	5,481.92	5,673.93	5,873.19
HOURLY RATE	23.09	23.90	24.74	25.61	26.51	27.44	28.41	29.41	30.44	31.51	32.61	33.75
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTIVE												
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173 HOURS PER MONTH (FULL TIME EQUIVALENT)												
LONGEVITY	2.5 % PER MONTH	AT BEGINNING OF 15TH YEAR										
	5 % PER MONTH	AT BEGINNING OF 19TH YEAR										
	7.5 % PER MONTH	AT BEGINNING OF 23TH YEAR										
	10 % PER MONTH	AT BEGINNING OF 27TH YEAR										
	12.5 % PER MONTH	AT BEGINNING OF 31ST YEAR (effective July 1, 2011, for K-8 classified employees only)										
Board Meeting: September 12, 2017												

## Classified Employee's Salary Schedule 2019-20

HOURLY POSITIONS			
SCHOOL AIDES	WORK YEAR	10 MONTHS	180 DAYS
SCHOOL FOOD SERVICES	WORK YEAR	10 MONTHS	180 DAYS

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**APPENDIX A. CONTINUED**  
The 2017-2018 CDC salary schedule is attached

LUTHER BURBANK SCHOOL												
Child Development Center Classified Employee's Salary Schedule 2017-18												
Effective July 1, 2017												
MONTHLY POSITIONS	CDC AIDES				WORK YEAR				12 MONTHS		261 DAYS	2088 HOURS
MON/HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CDC INST/AIDES	2,299.00	2,414.00	2,535.00	2,662.00	2,796.00	2,936.00	3,083.00	3,238.00	3,400.00	3,570.00	3,749.00	3,937.00
HOURLY RATE	13.21	13.87	14.56	15.29	16.06	16.86	17.70	18.59	19.52	20.49	21.52	22.59
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTI'												
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173.33 HOURS PER MONTH (FULL TIME EQUIVALENT)												
LONGEVITY	2.5 % PER MONTH		AT BEGINNING OF 15TH YEAR									
	5 % PER MONTH		AT BEGINNING OF 19TH YEAR									
	7.5 % PER MONTH		AT BEGINNING OF 23TH YEAR									
	10 % PER MONTH		AT BEGINNING OF 27TH YEAR									
	12.5 % PER MONTH		AT BEGINNING OF 31ST YEAR (effective July 1, 2014)									
Board Meeting: September 12, 2017												

[illegible][illegible]



LUTHER BURBANK SCHOOL													
Child Development Center Classified Employee's Salary Schedule 2019-20													
Effective July 1, 2019, 1.75% Salary Increase													
MONTHLY POSITIONS	CDC AIDES								WORK YEAR		12 MONTHS	261 DAYS	2088 HOURS
MON/HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	
CDC INST/AIDES	2,385.54	2,504.83	2,630.06	2,761.57	2,899.66	3,044.62	3,196.83	3,356.67	3,524.49	3,700.70	3,885.73	4,080.00	
HOURLY RATE	13.71	14.40	15.12	15.87	16.66	17.50	18.37	19.29	20.26	21.27	22.33	23.45	
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTIVE													
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173.33 HOURS PER MONTH (FULL TIME EQUIVALENT)													
LONGEVITY	2.5 % PER MONTH												
	5 % PER MONTH												
	7.5 % PER MONTH												
	10 % PER MONTH												
	12.5 % PER MONTH												
Board Meeting: September 12, 2017													

[illegible]

LUTHER BURBANK SCHOOL													
Child Development Center Classified Employee's Salary Schedule 2019-20													
Effective January 1, 2020, 1.75% Salary Increase													
MONTHLY POSITIONS	CDC AIDES					WORK YEAR				12 MONTHS		261 DAYS	2088 HOURS
MON/HR		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CDC INST/AIDES		2,427.30	2,548.68	2,676.10	2,809.91	2,950.41	3,097.91	3,252.79	3,415.41	3,586.17	3,765.46	3,953.75	4,151.41
HOURLY RATE		13.95	14.65	15.38	16.15	16.96	17.80	18.69	19.63	20.61	21.64	22.72	23.86
NOTE: NON-UNION MEMBERS: AS NEEDED HOURLY WORKERS WILL BE PAID AT STEP 1 OF EACH JOB CLASS, NON-RETROACTIVE													
MONTHLY POSITIONS ARE CALCULATED BASED ON THE AVERAGE OF 173.33 HOURS PER MONTH (FULL TIME EQUIVALENT)													
LONGEVITY		2.5 % PER MONTH											
		5 % PER MONTH											
		7.5 % PER MONTH											
		10 % PER MONTH											
		12.5 % PER MONTH											
Board Meeting: September 12, 2017													

[illegible]



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LUTHER BURBANK SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101 COUNCIL 57**

This Memorandum of Understanding ("MOU") is entered into by and between the Luther Burbank School District ("District") and the American Federation of State, County and Municipal Employees ("AFSCME"), collectively referred hereto as "Parties," for the purpose of implementing new legal requirements around union access to employee information and employee orientations.

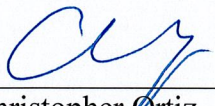
Pursuant to the requirements of Government Code section 3555 the District agrees to provide AFSCME the opportunity to meet with newly hired bargaining unit employees during a New Employee Orientation scheduled by the District, as follows:

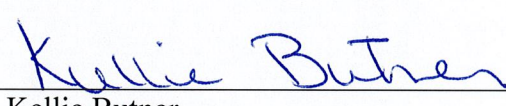
- a. The District shall provide AFSCME with 10 days' advance written notice or notice as soon as the District is aware of the date of the New Employee Orientation. The notice will include the location and time of the orientation and the period of time set aside for Union access. During the orientation, AFSCME will be provided with 20 minutes to meet with the new employee(s).
- b. The District will provide to AFSCME the name(s) of the new unit member(s), job title, department, work location, work/home/personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the last workday of the month following the month of hire. This information will be provided to AFSCME by the first work day of every September and February for all bargaining unit employees.

The undersigned parties represent that they are authorized to execute this Agreement on behalf of their principals and that this MOU represents the completion of negotiations regarding the subject matter of this MOU.

**Luther Burbank School District**


**AFSCME Local 101 Council 57**

  
\_\_\_\_\_  
Dr. Christopher Ortiz  
Superintendent-Principal  
Luther Burbank School District

  
\_\_\_\_\_  
Kellie Butner  
Chapter President  
AFSCME Local 101 Council 57

Dated: 12-7-17

Dated: 12/7/17

  
\_\_\_\_\_  
Jo Bates  
Business Agent  
AFSCME Local 101 Council 57

Dated: 12/7/17

