

**TAB 7**

**LIST OF NEW CHARTER PETITIONS FOR PUBLIC HEARING**

**BOARD OF EDUCATION MEETING JULY 1, 2014**

PETITION NAME	TYPE	CSD TEAM ASSIGNMENT	BD	ESC	PROPOSED AREA/LOCATION	GRADE LEVELS	# OF STUDENTS	TERM
1. City High School	Start-up Independent	Johnson	1	W	90034 Zip Code Near intersection of Motor and National	9-12	540	2015-2020
2.								
3.								
4.								
5.								
6.								
7.								

# TAB 8

**WILLIAMS/VALENZUELA UNIFORM COMPLAINT  
QUARTERLY REPORT SUMMARY  
4<sup>th</sup> Quarter 2013/2014**

**DISTRICT NAME:** Los Angeles Unified School District

**DATE:** June 16, 2014

**QUARTER COVERED BY THIS REPORT:**

April, May, and June 2014

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	1	1	0
Facilities	57	56	1
Teacher Vacancy and Misassignment	8	7	1
CAHSEE Intensive Instruction and Services	1	1	0
<b>Totals</b>	<b>67</b>	<b>65</b>	<b>2</b>

**SUBMITTED BY:** Julie Hall-Panameño

**TITLE:** Director, Educational Equity Compliance Office

# TAB 9

**INTER-OFFICE CORRESPONDENCE**  
**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**TO:** Jefferson Crain  
Executive Officer of the Board

**DATE:** June 27, 2014

**FROM:** Vivian K. Ekchian, Chief Labor Negotiator  
Office of Labor Relations

**SUBJECT: UNIT E INITIAL PROPOSALS NEGOTIATIONS FOR 2014-2017  
SUCCESSOR AGREEMENT**

On June 26, the Los Angeles Orange Counties Building and Construction Trades Council informed the Office of Labor Relations of their intention to present their initial bargaining proposals for a Successor Memorandum of Understanding Unit E (Skilled Crafts) at the Board meeting of Tuesday, July 1, 2014. Mr. Ron Miller, Business Representative, will present the proposals.

Mr. Miller has been informed that he should provide the required copies to your office.

Thank you for placing this item on the agenda.

Attachment

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**RON MILLER**  
Executive Secretary

# Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard  
Los Angeles, CA 90026-5784  
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Hand Delivered June 26, 2014

Dr. John E. Deasy  
Superintendent  
Los Angeles Unified School District  
Office of the Superintendent  
333 South Beaudry Avenue, 24<sup>th</sup> Floor  
Los Angeles, CA 90017

**RE: LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO  
WRITTEN REQUEST TO COMMENCE NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF  
UNDERSTANDING FOR UNIT E PURSUANT TO SECTION 5 OF THE 2011-2012 JOBS AND SERVICES  
RESTORATION AGREEMENT.**

Dear Dr. Deasy,

This letter serves as the Los Angeles/Orange Counties Building and Construction Trades Council AFL-CIO's written request to commence negotiations for a successor Memorandum of Understanding pursuant to Section 5 of the 2011-2012 Jobs and Services Restoration Agreement between the Council and the District.

A copy of the Council's Initial Proposals is attached. We look forward to mutually beneficial negotiations for both parties and we will be available to meet at reasonable times and locations.

Sincerely,

Chris Hannan

Council Representative

CC: Vivian Ekchian

June 26, 2014

## **Proposals to Los Angeles Unified School District for the Unit E MOU from the Los Angeles/Orange Counties Building & Construction Trades Council AFL-CIO**

Agreement      Date change:

Article 1      Section 1.1 – Include Job Codes for Apprentices for each of the Job Classes that have Joint Labor Management Apprenticeship Programs. The Letter of Agreement By and Between Los Angeles Unified School District and The Los Angeles/Orange Counties Building and Construction Trades Council and Individual Craft Unions shall be included in this MOU.

Article 2      No Change.

Article 3      No Change.

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Article 4      No Change.

Article 5      No Change.

Article 6      No Change.

Article 7      No Change.

Article 8      No Change.

Article 9      No Change.



Article 10 No Change.

Article 11 No Change.

Article 12 Section 20.5 - Maintenance Procedure No.G-R-14, "Repair of Personal Vehicle" dated December 17, 2009 shall remain in effect for the duration of this Agreement provided, however, that when extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their supervisor of such circumstances and obtain appropriate approval. Employees who are receiving or have received the daily flat rate for using their personal vehicle for District service shall receive up to 8 hours for the repair of the vehicle. Employees shall notify their supervisor as soon as possible when this additional time is needed to repair their vehicle.

Article 13 Wages and Salaries – The Council and the District agree that the wages and salaries negotiated in good faith and specified in Appendices A & B of this Agreement for journey level positions meet the shall be the Wage amount ("Total Taxable" hourly base wage rate less "Vacation & Holiday or Savings" pay) for the comparable craft indentified in the current general prevailing wage determination made by the director of industrial relations listed at <http://www.dir.ca.gov/oprl/PWD/index.htm> for the County of Los Angeles obligations of the District for the term of this Agreement. Wages shall be updated each January 1<sup>st</sup> and July 1<sup>st</sup> to reflect the current general prevailing wage determination. The district shall increase wages in equal proportions per classification to achieve full compliance with Article 13 (proper prevailing wage rate) by January 1, 2017. Journey level positions mutually agreed upon by the Council and the District not to have an applicable general prevailing wage determination shall receive the average increase of the Unit E Journey Level positions each January 1<sup>st</sup> and July 1<sup>st</sup>.

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Apprentice wages shall be determined by the December 23, 2009 AMENDMENT TO UNIT E AGREEMENT – DISTRICT APPENTICE WAGES.

When new positions are added or as Journey Level positions are filled, the District shall make every effort to hire Apprentices for each of the Joint Labor Management Apprentice Programs of the Craft Unions representing employees in the Unit E MOU until healthy Journeymen – Apprentice Ratios exists.

Article 14 Health and Welfare- Update to the current coordinated 2012-2014 Health Benefits Agreement and then to the successor coordinated Health Benefits Agreement.

Article 15 Holidays – Update list of holidays with additional holidays declared by the Board of Education, the Governor of California, or the President of the United States. (Cesar Chavez Day)

Article 16 No Change.

Article 17 Safety Conditions – Whenever an employee's safety could be jeopardized by working alone, additional personnel shall be assigned to the task.

Article 18 Tool Replacement – Section - 3.0 If the employees' tools are damaged beyond repair or stolen, the replacement value of the tools, as determined at the time of the damage or theft (~~including a normal allowance for depreciation~~) shall be paid, subject to a ~~\$100~~ Deductible. ~~Claims of \$100 dollars or less shall not be processed.~~ The maximum payment for any one tool loss shall not exceed ~~\$500~~ \$1,000 dollars. Losses in excess of ~~\$500~~ \$1,000 but not to exceed ~~\$2,500~~ \$3,000 may be reimbursed only with the prior approval of the Branch Head.

Article 19 Reimbursement for Mileage – Section – 2.0 Date change.

Section – 3.0 Those eligible employees regularly assigned to shops shall receive flat rate mileage each day their personal vehicle is driven in District service. The rates shall be ~~\$7.00~~ \$14.00 per day for a passenger car or station wagon and ~~\$9.00~~ \$18.00 per day for a pick-up truck or van. All Unit E Employees assigned to a site shall receive these rates when asked to pick up material or to transport tools.

Section – 3.1 Update list with additional Apprentice Classifications.

Article 20 Tuition and Reimbursement – Section – 1.0 f. Tuition reimbursement shall be limited to a maximum of ~~\$600~~ \$3,000 for any individual employee during any twelve (12) month period.

Article 21 No change.

Article 22 Term of the Agreement – Three (3) years. July 1, 2014 – June 30, 2017

Appendix A

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Appendix B

The Los Angeles/Orange Counties Building & Construction Trades Council AFL-CIO reserves the right to add to, delete from and/or amend this proposal at any time during the negotiations.