

6/7/24 10 39 AM

June 7, 2024
Unit G, Article 8.
SEIU Local 99 Proposal #1

Article VIII

HOURS, AND WORK SCHEDULES AND OVERTIME

1.0 General Provisions

1.1 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees to meet the operational needs of the District. However, before the District establishes a different workweek for any employee, it shall notify the Union of its intent and upon request shall bargain with the Union over the impact and effects of the change to the affected employees, classes, or shifts. The District may not implement any changes until the parties have reached agreement.

1.2 Employees' daily hours of work and work schedules shall be established at the discretion of the District to meet District operational needs. However, before the District establishes a different schedule or hours of work for any employee, it shall notify the Union of its intent and upon request shall bargain with the Union over the impact and effects of the change to the affected employees, classes, or shifts. The District may not implement any changes until the parties have reached agreement.

1.3 ~~Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.~~

1.4 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. No employee shall work less than twenty (20) hours per workweek of four (4) hours per day. Employees' daily hours of work and shifts are listed in Appendix . There shall be no changes to the employee's hours of work and shifts listed in Appendix , except by mutual written agreement between the District and the Union.

~~1.4 While no meal periods are required pursuant to the terms of this Agreement, the District and the Union recognize herein that an employee and the appropriate administrator may, by mutual agreement, agree to revise the employee's work schedule so as to provide the employee with an unpaid duty free meal period, in a length not to exceed thirty (30) minutes and only following the completion of by the employee of at least five (5) hours of continuous duty time. Upon the mutual agreement of the employee and the appropriate administrator, the referenced five (5) hours of continuous duty time requirement may include time spent in multiple assignments (whether or not in a Unit G classification).~~

1.5 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever is practicable it shall be scheduled at approximately the half-way point of the work schedule. Employee who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay. Employees following completion of hours of continuous duty time in multiple assignments and have met the requirement of five (5) hours of continuous duty time shall by the appropriate administrator be

SEIU Local 99 reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with Los Angeles Unified School District (LAUSD).

June 7, 2024

Unit G, Article 8.

SEIU Local 99 Proposal #1

granted an unpaid meal period, whether or not in Unit G classification. The District shall not extend any unpaid meal period beyond 30 minutes if the results is a change in the employee's established work hours or loss of compensation for the day.

1.6 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

1.7 For the purpose of computing hours worked, time during which an employee is excused from work because of holidays, vacation, or paid leaves of absence shall be considered as time worked by the employee.

1.8 Prior to any intended substantial change of a permanent nature that affects an employees' workweek, daily hours of work, and/or work shift, the employees involved and the Union shall be given a thirty (30) work day advance notification. The Union shall be advised and given an opportunity to consult with the District about the matter. Upon the Union's request the parties shall engage in bargaining over the proposed change. No change may occur to any employee or group of employees' workweek, daily hours of work, and/or work shifts except by mutual written agreement between the District and the Union.

~~1.51.9~~ Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid, duty-free meal periods and worked performed before and after assigned shifts.

2.0 Additional Hours/Overtime: The District shall use all reasonable efforts to distribute additional and overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need, employee's district seniority and availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when additional and/or an overtime opportunity becomes available. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work additional or overtime as needed. If an employee is not available for an additional or overtime assignment it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of additional hours and overtime worked by each employee in a office, operational unit, or work group shall be kept for each work year and shall be readily available to employees and the Union. No subcontracted employee shall be offered any additional hours or overtime hours before all eligible district employees have been offered the work.

~~2.0 An employee shall receive holiday pay for the Memorial Day holiday (last Monday in May) equal to the hours assigned to work the previous Monday, provided that the employee has been in paid status either the work day before or after the holiday. Employees not regularly assigned on Mondays shall receive holiday pay equal to the hours assigned to work the previous Tuesday. An employee who is assigned to track, and is off track on Memorial Day, shall receive holiday pay equal to hours assigned and worked the last day his/her track was in session. This section shall not apply to the Community Representative classifications.~~

2.1 Holidays: An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays

SEIU Local 99 reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with Los Angeles Unified School District (LAUSD).

June 7, 2024
Unit G, Article 8.

SEIU Local 99 Proposal #1

declared by the Board of Education, the Governor of California, or the President of the United States which come within or immediately about the employee's assignment period.

a. January 1	New Year's Day
That date in January declared by the Board	Martin Luther King Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day July 4
.....	Independence Day
That date declared by the Board	Admissions Day
First Monday in September	Labor Day
November 11	Veterans Day
That Thursday in November proclaimed by the President.....	Thanksgiving Day
Day following Thanksgiving Day	Thanksgiving Day Friday
December 25	Christmas Day
That date declared by the Board	Alternate Lincoln Observance

2.2 The employee must have been in paid status for a portion of the working day of his/her assignment immediately preceding or succeeding the holiday, provided that an employee on military leave of absence entitled to compensation under Leaves of Absences shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

New Section Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity such as renewal of professional degrees, licenses, or certificates (including drivers licenses, CPR or first aid certificates) as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or in meeting employment requirements established at the time of initial entry into the job class.

New Section Split Shifts

There shall be no split shifts except by mutual written agreement between the District and the Union.

SEIU Local 99 reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with Los Angeles Unified School District (LAUSD).

