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June 7, 2024
Unit C. Article 9.
SEIU Local 99 Proposal #1
Below is SEIU Local 99's proposal regarding ARTICLE IX HOURS AND OVERTIME:

1. General Provisions:

The work year of employees shall be determined ~~by the District~~ in accordance with the Assignment Bases ~~as defined in~~ ~~established in Board Rule 1990 attached hereto as~~ Appendix B. ~~The District reserves the right to add~~ ~~There shall be no addition of~~ new bases ~~or modify~~ ~~nor modifications to~~ existing bases ~~except by mutual written agreement between the District and the Union.~~ ~~to meet the operational needs of the District.~~

2. The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required 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.

3. 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. Employees' daily hours of work and shifts are listed in Appendix __. ~~shall be established at the discretion of the District to meet the operational needs of the District~~. 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.

4. Prior to any intended substantial change of a permanent nature that affects a group of employees' workweek, daily hours of work, and/or work shifts, the employees involved and the union shall~~, whenever practicable,~~ be given ~~five (5)~~ thirty (30)work days 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.

5. Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week schedule, or any other similar flexible workweek, for certain classifications or for employees within certain classifications, provided, however, that certain benefits such as holidays and

bereavement leave, shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to other employees assigned the same number of hours per week. Such a schedule change, however, will not occur without the concurrence of the concerned employees as ascertained through the Union.

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.

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.

8. The District shall make every reasonable effort to provide substitute relief (of the same classification) in case of employees' absences. ~~Assuming~~ If no substitute relief is provided, the District shall equitably distribute an absent employee's workload among other employees in the same classification reporting to the same supervisor when such absence is prolonged (or daily, in the case of Building and Grounds Workers). The District shall provide substitute relief (of the same classification) no later than the third consecutive day of an employee's absence and the distributed workload shall now be transferred to the substitute relief position until the permanent employee returns. ~~or is the result of a~~ There shall be no reduction in position(s) at the site unless mutually agreed upon in writing with the Union. The foregoing provision is inapplicable to employees in pupil transportation.

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 work performed before and after assigned shifts.

1. Overtime: ~~To the extent practicable~~, the District shall use all 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'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 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 overtime as needed~~. No employee shall be mandated to work overtime without the employees' written consent. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. No subcontracted employee shall be offered any overtime hours before all eligible district employees have been offered the work Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch". See Appendix ___ for a description of each classification's established procedures to ensure appropriate implementation of this section.

1. 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 (1-1/2) times the regular rate of pay 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.

2. Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for any 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 hours worked in excess of forty (40) hours in a calendar week.

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3. Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for any work authorized and performed on the seventh (7th) day following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week. All work performed in excess of 12 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee's regular rate of pay.

4. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-1/2) times the regular rate of pay for actual hours worked. All work performed in excess of 8 hours per day on those days shall be paid at double time.

3.0 Meal Period: Employees who are assigned for duty for at least six (6) 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 practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees 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. The District shall not extend any unpaid meal period beyond 30 minutes if the result is a change in the employee's established work hours or loss of compensation for the day.

1. Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.

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1. For purposes of scheduling rest periods pursuant to Section 4.0 above, the District shall include all assignments which total four (4) or more hours of continuous employment, whether or not such assignments are in classifications covered by this Agreement or are assignments outside the classified service.

2. Employees shall be granted one paid rest period of ten (10) minutes following completion of the first one and one-half (1-1/2) hours of assigned overtime and shall also be entitled to a second thirty (30) minutes duty-free unpaid meal period after four (4) consecutive hours of assigned overtime work in excess of eight (8) hours in one day.

5.0 Call Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay.

1. Additional Cafeteria Hours: Whenever additional hours of work are available at a site and no new positions are created, the additional hours shall be distributed equally (in minimum half-hour increments) insofar as is practical, based on the individual assignment and departmental job function to the cafeteria employees at the site, provided, however, that such increase in hours does not require making a part-time employee full-time or a non-benefited employee benefited. Employees with excessive unexcused tardiness or absence may, at the District's discretion, be denied such additional hours. Any employee who is denied additional hours on the basis of excessive unexcused tardiness or absence may appeal this decision to his/her site administrator and may be represented by the Union if he/she so desires. Annual records of additional hours worked will be kept at each site and will be readily available for review by the employees or the Union.

1. Transportation: Temporary Additional Hours: ~~Temporary, additional hours available shall be distributed equitably first among those qualified District employees at an area who volunteer for such hours provided, however, that such increase in hours should not result in making part time employees full time. These temporary additional hours will not adjust a driver's bid priority~~

~~number, status or work area. Hours shall be distributed to employees who have volunteered up to 8 hours a day and/or 40 hours a week and may work overtime as the operations require. The parties agree to discuss the method of reporting additional hours in the Labor Management Committee. The parties commit to continued conversations in the Labor Management Committee about assigning more permanent hours to bus drivers, when consistent with the needs of the service. The results of the study shall be provided to the negotiations team for bargaining~~. The District shall use all reasonable efforts to distribute temporary additional non overtime hours 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 an opportunity for additional hours becomes available. If an employee is not available to work additional hours, it shall be without prejudice to consideration of that employee for subsequent assignments. A record of temporary additional hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. No subcontracted employee shall be offered any hours before all eligible district employees have been offered the work. See Appendix __ for a description of each classification's established procedures to ensure appropriate implementation of this section.

~~2.~~

1. Summer Cafeteria Employment: Summer cafeteria assignments for other than "A Basis" employees shall be made from among those employees submitting the appropriate District application form to the Food Services Division Personnel Unit by June 1. The District shall retain, for at least three years, copies of all such applications submitted by employees. A sufficient supply of this form shall be available at all cafeteria sites. The Food Services Division shall send a memo to be posted at each cafeteria site prior to June 1 outlining the procedures

to be followed in applying for summer cafeteria work, a listing of those known assignments that will be available, and the criteria for the selection of employees. Assignments shall be based on the availability of openings in the area(s) requested and the qualifications of the employee in meeting particular classification and job requirements. Consideration will also be given to employees' previous experience as well as prior work and attendance records. Offers of summer assignments to employees shall be made as soon as practicable.

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.

8.0 Employee Job Training: If an employee is directed to attend any job- related workshop, in-service training session, or other similar activity, such as obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses, In- service classes, Reneweal classes, renewal BTW training, CHP written test/application, CHP drive test, CHP approved make- up time, DL51 or DL45, DOT physicals, bus proficiency, and school bus driver 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 renewal of professional degrees, licenses, or certificates (including driver licenses and school bus driver certificates) or in meeting employment requirements established at the time of initial entry into the job class.~~

9.0 DPSS Workfare Issues: The tasks performed by DPSS Workfare participants are performed on an irregular basis at only a few specially identified work sites. Workfare participants are not paid by District Funds and this District's participation is not an attempt to subcontract bargaining unit work. No change in custodial allocation formulas shall occur at any site where DPSS Workfare participants are assigned as a result of such Workfare assignments.

New Section Unassigned days

Employees shall be paid at their regular rate of hours and pay during all unassigned days. There shall no longer be unpaid unassigned days.

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