

June 7, 2024

Unit B. Article 9.

SEIU Local 99 Proposal #1

Below is SEIU Local 99's proposal regarding ARTICLE IX HOURS AND OVERTIME:

1.0 General Provisions:

1.1 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. Employees assigned to "Flexible C Basis" shall have the same number of annual assigned days/hours as part of their basic assignment as their counterparts on regular C Basis. ~~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.~~

1.2 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.

1.3 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, provided, however, that employees shall not have a regular assignment for less than sixty (60) hours a pay period and that, except in cases of temporary emergency, employees shall not be assigned split shifts in regular assignments~~ 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 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week schedule for certain classifications or for employees within certain classifications, or any other similar flexible workweek, 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 concurrence of the concerned employees as ascertained through the Union.

1.5 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.

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1.6 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.

1.7 Prior to any intended substantial change of a permanent nature that affects an employees' workweek ~~or~~, 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.

1.8 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.

2.0 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. 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. See Appendix for a description of each classification's established procedures to ensure appropriate implementation of this section.

2.1 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 (1½) 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.

2.2. 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 (1½) 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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2.3 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1½) 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.

2.4 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 (1½) times the regular rate of pay for actual hours worked.

3.0 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 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

3.1 Early Education Center Aides assigned to eat meals with children shall be given a free meal and this time will not be considered their normal meal period.

4.0 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.

4.1 For purposes of scheduling rest periods pursuant to Section 4.0 above, the District shall include all assignments under the same site administrator 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.

~~5.0 Temporary Additional Hours: Insofar as practical, temporary, additional non-overtime hours available at a site shall be distributed equitably among those qualified employees at the site who volunteer for such hours provided, however, that such increase in hours should not result in making part-time employees full-time or non-benefited employees benefited. In the event that insufficient qualified employees volunteer, the assignment shall be made by the appropriate administrator. The administrator shall make reasonable efforts to distribute equitably such~~

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~~assignments. Assignments of additional hours in Early Education Centers shall be made in accordance with Child Development Division Bulletin No. 0318. 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.~~

6.0 Yard Supervision: Except as provided in 6.1 below, all assignments to yard supervision shall be distributed equitably among all the classroom aides at the site.

6.1 While the parties recognize that the primary responsibility of Special Education Assistants/Trainees is to Special Education students, Special Education Assistants and/or Trainees at non-Special Education sites continue to have professional responsibility for student supervision.

7.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity such as renewal of professional degrees, licenses, or certificates (including driver 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.

8.0 Use of Classroom Aides in the Absence of a Certificated Employee: It is recognized by the parties that classroom aides are to be assigned classroom duties in accordance with Education Code Section 45344 so that when the regular or substitute classroom teacher is not present in the classroom, it is the District's obligation to assign responsibility for classroom supervision and instruction to an employee who possesses a teaching credential. Employees will not be required to perform classroom duties in violation of Education Code Section 45344.

a. Community Based Instruction (CBI): Aides are to be assigned CBI duties in accordance with Education Code Section 45344 so that when a certificated person is not present, it is the District's obligation to assign responsibility for supervision and instruction to a certificated person.

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b. Alleged violations of this Section shall be subject to the following special grievance procedure:

1. Any grievances alleging violations of Section 8.0, above, must be filed with the immediate administrator with a copy to the Local District Superintendent /Division head within five days of the occurrence of the facts upon which the grievance is based. Within five days of receipt of the grievance, the immediate administrator shall hold a meeting to discuss the matter and following the meeting shall reply, in writing, within five days to the employee, the Union representative (if any), and the Local District Superintendent/ Division head.

2. If the employee and/or the union wishes to obtain review of the above decision, a written request to the appropriate Local District Superintendent/ Division head shall be delivered within three (3) days of receipt of the immediate administrator's reply. Within five (5) days after receipt of the request, the Local District Superintendent/Division head or designee shall hold a meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and ~~representative (if any).~~ The Union.

3. Within five (5) days after the above decision is announced, Local 99, with the concurrence of the employee, may request that the matter be submitted to arbitration by notifying the Office of Staff Relations of its intention in writing. Local 99 and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date. In any arbitration under this Section involving a grievance where the parties' dispute whether a violation has occurred, the fees of the arbitrator shall be paid by the losing party. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven (7) calendar days of the briefs (or of the close of the hearing if there are no briefs). These cases shall, in all ways not modified herein, conform to the provisions of Article V.

4. It is understood that the sole issue for arbitration shall be the determination as to whether or not the alleged violation has occurred and that the arbitrator shall have no authority to grant any remedy other than declaratory relief.

### New Section

Full time work for current Unit B employees. The Union proposes that all current bargaining unit employees shall be offered permanent full-time shifts at 8 hours a day and 40 hours a week. No subcontracted employee can work or perform any work that provides them with the equivalent of this status before all eligible district employees have been offered the work. The District and Union shall work on a process for full-time shifts for all unit members working less than 8-hours.

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**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.

**New Section** Split Shifts

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

**New Section** Bus Riders

All time spent waiting and supporting students riding on a school bus during morning pickup time shall be paid, and in no instance be less than 20 minutes paid time except by mutual written agreement between the District and the Union.

**New Section** Substitute Relief

The District shall make every reasonable effort to provide substitute relief (of the same classification) in case of employees' absences. 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. There shall be no reduction in position(s) at the site unless mutually agreed upon in writing with the Union.

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