

March 11, 2025

**Proposal for a
TENTATIVE AGREEMENT
between the
LODI UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Chapter #77
(Article VII – Hours and Overtime)**

The Lodi Unified School District (“District”) and the California School Employees Association, and its Chapter #77 (“CSEA” or “Association”) are parties to a collective bargaining agreement (“CBA”) which expires on June 30, 2026.

• **ARTICLE VII. HOURS AND OVERTIME**

The Parties agree to update the language of the CBA at Article VII. Hours and Overtime, as shown on Attachment A.

This shall fully and finally resolve all bargaining except Hours and Overtime for the 2024/2025 school year.

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, and its
Chapter #77

By: _____

Date: _____

See [Signature] CSEA LRR
Teena Wisco TB [Signature]
CS Law Tractor JVH
M3
DC

FOR THE LODI UNIFIED SCHOOL
DISTRICT

By: _____

Date: _____

VII. HOURS AND OVERTIME

A. Workweek (Revised 2000-01)

1. Typical Configuration

The workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.

2. Four Day Week

The District may establish a ten (10) hour per day, forty (40) hour, four consecutive day workweek for all, or certain classes of its employees, for employees within a class or for certain specified employees, provided the establishment of such a workweek has the concurrence of the Association.

3. Extension on Overtime Basis

This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

B. Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The provisions of this Article shall not restrict the use of split schedules or shifts, or the extension of the regular working hour schedule on an overtime basis when such is necessary to carry on the duties of the District.

C. Shift Changes

The District shall, when permitted by the circumstances, provide an employee with two (2) weeks' notice of any shift change that alters starting or ending time by more than one (1) hour.

D. Adjustment of Assigned Time

Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more, excluding holidays, shall have his/her basic assignment changed to reflect the longer hours to acquire fringe benefits on a properly prorated basis.

SS PC
NCS
TW HT
JVI

E. Lunch Periods (Revised 2000-01)

An employee who has a workday of five (5) or more hours shall receive an unpaid duty free meal period of not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour. Whenever possible, this meal period will be scheduled during the middle of the shift. This section shall not apply to employees assigned to a split shift.

F. Rest Periods

Employees shall receive a fifteen (15) minute rest period in each four (4) hour working period. The immediate supervisor shall determine when the rest period is to be taken and the number of employees to be off at any one time. Each employee is expected to use this period for relaxation. This period is not to be used to lengthen the lunch period, shorten the workday, or make up for lost time.

Unit members who are denied the use of any break and/or lunch period will submit a timecard to be compensated for the time worked in addition to their normal schedule. This paragraph is intended to convey basic statutory rights.

The District will endeavor to make available at each work site adequate lunchroom and lavatory facilities for classified employees.

G. Overtime (Revised 2001-02)

1. For Full-Time Employees

- a. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Overtime hours shall be compensated at the rate of pay equal to one and one-half ($1 \frac{1}{2}$) the regular rate of pay for the employee.
- b. All hours worked on the seventh consecutive day of work for full time employees shall be compensated at double the regular rate of pay.

2. For Less Than Full-Time Employees

- a. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth day worked following the commencement of the workweek at the rate equal to one and one-half ($1 \frac{1}{2}$) the regular rate of pay of the employee designated and authorized to perform the work.
- b. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day worked following the commencement of his workweek, be compensated at a rate equal

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to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

3. Time for Payment (Revised 2013)

The employee shall be compensated for the overtime in the next practicable payroll.

H. Rotating Overtime (Added 2001-02)

1. General Provisions

a. Qualified Employees

Permanent employees in the following classifications shall be permitted to sign up for assignment of pre-scheduled overtime (see I.1.b. below):

Cafeteria Assistant I and II	Lead Custodian
Cafeteria Manager I and II	Lead Groundskeeper
Campus Security	Lead Heating & Air-Conditioning Tech
Carpenter	Lead Painter
Custodian	Locksmith
Electrician	Locksmith Specialist
Glazier	Maintenance I, II, and III
Groundskeeper	Mechanic I, II, and III
Head Custodian	Painter
Heating and Air-Conditioning Tech	Plumber
Lead Carpenter	Pool Maintenance Worker
	Utility Worker

b. Initial Placement on the List

(1) Separate lists shall be maintained for:

- (a) District-based Maintenance and Operations employees;
- (b) Custodians / Utility Workers / Campus Security (which shall be further divided by site).

(2) Interested employees in one of the above referenced classifications shall be placed on the appropriate overtime list in the following manner:

- (a) Permanent employees were initially placed on the appropriate list in order of seniority.
- (b) Permanent employees that sign up after a list is in existence shall be placed at the bottom of the appropriate list currently in rotation. Placement will not necessarily be in order of

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seniority. This list shall be reviewed and updated annually by July 1st of each year.

c. Type of Overtime Assignments

- (1) This sub-Article applies to pre-scheduled overtime with the exception of Cafeteria Assistant I and II and Cafeteria Manager I and II overtime.
- (2) In the case of Maintenance and Operation employees, it applies only to unskilled labor assignments (e.g., set up for graduation or school site transfers between tracks).
- (3) It specifically does not include, for any employee, overtime which is an incidental extension of a normal work day.

d. There shall be no trading of overtime assignments.

e. In the absence of qualified volunteers, the District retains the right to assign overtime.

f. A record of all overtime assignments will be maintained for twelve (12) months for reference.

2. Assignments from the List

a. Rotation of the List

- (1) An employee who accepts an overtime assignment shall be rotated to the bottom of the list.
- (2) An employee who accepts an overtime assignment, and then is subsequently unavailable, shall be rotated to the bottom of the list.
- (3) An employee who refuses an overtime assignment, which has been offered at least three (3) calendar days in advance, shall be rotated to the bottom of the list.
- (4) An employee who must refuse an overtime assignment due to a subpoena, jury duty, or other verified school-related business, shall not be rotated to the bottom of the list.

b. Unskilled Labor and Moving Assignments

Unskilled labor assignments shall be offered first to employees on the Maintenance I and II list and second to employees on the "All Other Employees" list.

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c. Assignments On an Emergency Basis

When overtime is necessary on an emergency basis, the District shall assign any employee it deems appropriate regardless of the nature of the work required.

d. Food Service Assignments

When overtime or extra hours are available at the end of the shift, that overtime or extra hours assignment shall be offered first to the employee on the overtime list for that shift.

3. Cancelled Assignments

When an overtime assignment has been accepted, and then cancelled by the District, the supervisor will attempt to give that employee a replacement. The attempt will be made during the period between the cancellation and when the employee's name next rotates to the top of the list. The replacement, if available, will come from a short-notice task and may not be equal in hours to the cancelled assignment. Only one replacement assignment will be made.

4. Removal from List

An employee's name shall be removed from the list for a period of six months if he/she:

- Unreasonably refuses offered assignments; or
- Fails to report to a scheduled assignment without proper cause; or
- Unsatisfactory performance, which shall have been identified for the employee on at least one prior occasion, while on the overtime assignment.

I. Extra Activity Assignment/Cafeteria (Clarified 2001-02)

1. When the cafeteria is to be used for extra activity assignments, at least one (1) cafeteria worker from that kitchen must be on duty to oversee the use of the kitchen and the equipment.
2. To be eligible for an evening extra activity work assignment, an employee must be at work to perform his/her regular assigned hours that day.
3. For the use of school sites by community or school functions, where employees in the bargaining unit are needed, an extra work activity roster shall be maintained at each work site. The list shall be for seniority by hire date for each classification. This list shall rotate from greatest seniority to the least seniority for a fiscal year - July through June. If an employee passes by an extra activity work assignment, he/she shall be charged in the same manner as if he/she had worked and the list shall continue to rotate. Three

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(3) refusals shall eliminate that employee's name from the work roster for the remainder of the year.

4. Cafeteria employees who are assigned to extra activity work at school sites outside their normal working day shall be compensated for their services at the rate of time and one-half (1 ½). This rate applies whether or not the employee has worked an eight (8) hour day or forty (40) hour week. A minimum of two (2) hours will be granted for each occasion.

J. Compensatory Time Off (Revised 1986-87/2004-05)

A unit member shall be permitted to choose compensatory time off (CTO) in lieu of cash compensation provided he/she is "under" the vacation cap set forth in Article XII: Vacation (paragraph I). An eligible employee may have, at any time, up to eighty (80) hours of CTO on the Books. CTO shall be taken at a time mutually acceptable to the employee and the District. All CTO hours on the books on any December 31st shall be liquidated at the employee's hourly rate on that date.

K. Split Shift Premium (Revised 2000-01/2007-08)

1. Employees in the bargaining unit, whose actual work day contains a break:
 - a. In excess of one (1) hour and up to two and one-half (2 ½) hours shall be paid a split shift premium of Two Dollars (\$2.00) for each day worked;
 - b. In excess of two and one-half (2 ½) hours shall be paid a split shift premium of Six Dollars (\$6.00) for each day worked.
 - c. The amounts set forth in paragraphs a. and b. above are not cumulative.
 - d. No employee shall receive more than one (1) Split Shift Premium on any work day.
2. In lieu of number 1 above, a Crossing Guard assigned to work, and who actually works, both a.m. and p.m. Crossing Guard assignment shall receive an Eight Dollar (\$8.00) per day split shift premium.
3. Entitlement to Split Shift Premium shall be recorded on a time card and paid by supplemental check.

L. Shift Differential (Revised 2000-01/2004-05/2007-08)

1. Ends at/or after 8:00 p.m.

A regular employee whose regularly assigned work shift ends at or after 8:00 p.m. shall be paid at a rate that is one (1) range higher for all hours in his/her regular assignment.

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~~Note: Any regular employee who was receiving a shift differential on the date of ratification of this Agreement under the "old" language (and who does not meet the requirements of the "new" language) shall be entitled to continue to receive the "old" shift differential by submitting a time card. This shall continue only for so long as the employee remains in the position occupied on the date of ratifications.~~

M. Minimum Call in Time

1. Any employee called in to work on a day when the employee is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate rate of pay.
2. If an employee is assigned to work on a day when the employee is not scheduled to work, he/she shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

N. Call Back Time

An 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 appropriate rate irrespective of the actual time less than that required to be worked.

O. Extended Work Year (Revised 2013)

1. If the District maintains school sessions at times other than during the regular academic year, regular classified employees of the District shall be assigned for service during such times.
2. Available positions within the bargaining unit shall be posted for a period of ten (10) working days during which time employees within the unit may apply for the position by submitting written applications to the Personnel Office.

Selection of employees for the extended work year will be made on the basis of qualifications within classification; however, employees working with special education or severely handicapped students during the academic school year shall have first opportunity to fill a position working with special education or severely handicapped students. Should candidates be equally qualified in the classification, selection will be determined by hire date seniority.

3. An employee of the bargaining unit shall receive, on a prorated basis, for services performed during the extended year not less than the compensation and benefits which are applicable to that classification during the regular academic year. As required by statute, unit members are entitled to the following benefits: CalPERS, Vacation, Holidays, and Sick Leave credits.

Note: The District revised this section on 6/7/21 when it became clear that there was no consensus on the meaning of the language.

P. Any Other Agreements

If any change in the academic days is made by agreement between the District and other representative organizations, no regular classified employee shall be harmed.

TW JVH
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to
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