

ARTICLE XV - HOURS AND OVERTIME

15.1 WORK WEEK:

15.1.1 The work week shall consist of five (5) consecutive days of eight hours per day and forty hours per week. This Article shall not restrict the extension of the regular day or week on an overtime basis when such is necessary to carry on the business of the District.

15.1.2 Those clerical unit member's who worked a thirty-seven and one-half hour (37-1/2) work week prior to April 16, 1975 shall continue to work thirty-seven and one-half hours (37-1/2) per week, and will be treated as full time unit members.

15.2 WORK DAY: The length of the work day shall be designated by the District for each classified assignment. Any new unit member of the District shall be notified prior to the commencement of his/her employment of the length of his/her work day and work year. Each bargaining unit member shall be assigned a regular minimum number of hours per day.

15.3 PART-TIME ASSIGNMENTS: Any member of the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted to reflect the longer hours.

15.4 REST PERIODS: All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Thus, a unit member working six (6) hours or more on a regular day shift assignment will receive a fifteen (15) minute mid-morning rest period and a fifteen (15) minute mid-afternoon rest period. Rest periods of a total of thirty (30) minutes on evening or special work shifts may be scheduled to the mutual convenience of the unit members and supervisors.

15.5 VOTING TIME OFF: If a unit member's work schedule is such that it does not allow sufficient time to vote, the District shall arrange to allow sufficient time for voting by the unit member without loss of pay.

15.6 OVERTIME: All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all work performed. Overtime is defined to include any time required to be worked in excess of eight hours in any calendar day and in excess of forty (40) hours in any calendar week. All hours worked beyond the work week of five consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

15.7 COMPUTATION OF TIME WORKED: For the purpose of computing the number of hours worked, the time during which a unit member is excused from work because of holiday, sick leave, vacation, or other paid leave of absence shall be construed as hours worked.

- 15.8 **OVERTIME - DISTRIBUTION BY SENIORITY:** Overtime shall be distributed to qualified unit members in the bargaining unit within each department or site under the supervision of the same departmental manager or site administrator, in order of bargaining unit member's seniority. If the unit member with the greatest bargaining unit member seniority elects to refuse the overtime assignment, it shall be offered to unit members in the bargaining unit in descending order of seniority until the assignment is made. Refusal by a senior unit member in the bargaining unit of any overtime assignment shall not waive his/her right under this Section to be offered any subsequent overtime assignment in order of seniority. If all qualified unit members in the bargaining unit within each department refuse overtime, the District may assign it.

Between July 1 and August 1 of each year, bargaining unit members desiring overtime assignment in any place their name on a list according to their qualifications to perform overtime work. Bargaining unit members desiring to be reinstated on the list may do so once during the 12 month period. A person is deemed qualified to perform overtime work in the classification he or she holds at the time of overtime service. Once a list is established, it is the intent of the District to equalize the number of such assignments among persons on the list. Overtime list shall be posted at each building under the direction of the building principal.

Names shall be placed on overtime lists in order of seniority of the unit member in his or her current classification. Unit members offered overtime assignments shall sign a form denoting acceptance or rejection of such an assignment. In establishing a system of rotation, rejection shall constitute an assignment and the unit member's name shall be moved to the bottom of the priority list. Any unit member recalled to work at the completion of his/her regular assignment shall be guaranteed and compensated for at least two (2) hours of work at a rate of one and one-half times the unit member's regular rate of pay.

A unit member who is called in to work 2 hours or more prior to the beginning of his/her regular shift and returns home after completion of the job shall be compensated in accordance with Section 15.6 of the Agreement. A unit member who remains at work, after being called in early, and works through his/her regular shift, shall be compensated from the time he/she receives the call to report to work in accordance with Section 15.6 of the Agreement.

- 15.9 **WORK ON HOLIDAYS:** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half times the regular rate of pay (regular holiday pay plus one and one-half times the hours worked). There shall be no pyramiding of overtime or bonus pay in this Agreement.
- 15.10 **LUNCH PERIODS:** All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period after the unit member has been on duty for three and three-quarter hours. The length of time for such lunch period shall be for a period of no longer than one hour and no less than one-half hour and shall be scheduled for full-time unit members at or about the mid-point of each work shift.

The District shall make every effort to see that all classified unit members are provided with an uninterrupted lunch period.

Personnel will be expected to leave their radios on during their working shift. This includes morning and afternoon breaks as well as lunch time.

As a resolution to a potential conflict arising from a call during these periods personnel contacted during these periods for District business shall be compensated for 30 minutes of additional time to be credited to the unit member at the regular rate of pay, or compensatory time off, at the option of the unit member.

15.11 COMPENSATORY TIME OFF

A unit member in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6 of this Article.

Compensatory time shall be taken at a time mutually acceptable to the unit member in the bargaining unit and the District within twelve (12) months of the date on which it was earned.