

UNIT B
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 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 new bases or modify existing bases to meet the operational needs of the District.

Current Contract Language

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, when the District establishes a different workweek for any classification of employees, it shall notify the Union of its intent 10 working days before change is effective and upon request shall bargain with the Union over the impact and effects of the change to the affected classification of employees. Such bargaining shall not delay the implementation of the change.

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 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.

Current Contract Language

1.4 – 1.6 – No Changes

1.7 Prior to any substantial change of a permanent nature that affects an employee's work week or daily hours of work, the employee involved shall be given reasonable advance notification.

- a. Prior to a permanent change of a work week from Monday to Friday, the District will:
 - (1) Give the employee (4) weeks' notice.
 - (2) Request volunteers to assume the work week change, if applicable.

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- (3) Give priority to the employee who assumed the new work week to return to a Monday to Friday work week should a vacancy occur.

1.8 – No Changes

2.0 Overtime: To the extent practicable, the District shall use 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 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 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. Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill). No subcontracted employee shall be offered any overtime hours before all eligible district employees at the site/location have been offered the work.

2.1 – 2.4 – No Changes

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.

Current Contract Language

3.1 – 4.1 – No Changes

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~~

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~~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 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. No subcontracted employee shall be offered any hours before all eligible district employees at the work site/location have been offered the work.

6.0 – 6.1 – No Change

7.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity 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, CPR or first aid certificates) or in meeting employment requirements established at the time of initial entry into the job class.

Current Contract Language

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.

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

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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.

Agreed

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.

Agreed

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~~ Labor 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

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~~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.~~

Decline Proposal

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.~~

Decline Proposal

New Section Split Shifts

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

Decline Proposal

New Section Bus Riders

District hold on response.

New Section Substitute Relief

District hold on response.