

Union Initial Proposal – 6/7/2024  
District Counter – 6/6/2025  
Union Counter- 6/27/2025

204  
PM

**UNIT G**  
**ARTICLE VIII**  
**HOURS AND WORK SCHEDULES-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 X. 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.

1.2 Employees' daily hours of work and work schedules shall be established at the discretion of the District to meet District operational needs.

1.3 The workweek of employees shall normally be Monday through Friday, but the District may establish a different workweek for various employees in order 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.

1.4 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 work schedules shall be established at the discretion of the District to meet District operational needs.

~~1.3~~ 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.

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 substantial change of a permanent nature that affects an employee's work week or daily hours of work, the employee involved shall be given **five (5) work days'** reasonable advance notification.

1.8 ~~1.5~~ Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid,

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duty-free meal periods and work performed before and after assigned shifts.

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 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 will be kept for each work year and be made available upon written request by an employee or 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).

2.1 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, they 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.

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.

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.

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~~1.4~~ While no meal periods are required pursuant to the terms of this Agreement, the District and Union recognize herein that an employee and the appropriate administrator may, by mutual agreement, agree to revise the employee's work schedule so as to provide the employee with an unpaid duty free meal period, in a length not to exceed thirty (30) minutes and only following the completion by the employee of at least five (5) hours of continuous duty time. Upon the mutual agreement of the employee and the appropriate administrator, the referenced five (5) hours of continuous duty time requirement may include time spent in multiple assignments (whether or not in a Unit G classification).

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.

3.1 For purposes of scheduling meal periods pursuant to Section 3.0 above, the District shall include all assignments under the same site administrator which total five (5) 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.

~~2.0~~ An employee shall receive holiday pay for the Memorial Day holiday (last Monday in May), equal to the hours assigned to work the previous Monday, provided that the employee has been in paid status either the work day before or after the holiday. Employees not regularly assigned on Mondays shall receive holiday pay equal to the hours assigned to work the previous Tuesday. An employee who is assigned to a track, and is off-track on Memorial Day, shall receive holiday pay equal to hours assigned and worked the last day his/her track was in-session. This section shall not apply to the Community Representative classifications.

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

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

6.0 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.