District Initial Proposal 9/02/2026
POA Counter Proposal #1 9/09/2026
District Counter Proposal #1 9/30/2026
POA Counter Proposal #2 10/28/2026

TA: _____ (date)
_____ _____ (initials)

ARTICLE 6: HOURS OF WORK & OVERTIME

6.1 **WORK YEAR.** The standard work year for full-time unit members shall be 260 working days. Any year that exceeds the standard 260 working days (e.g. 261 or 262), the DISTRICT will calendar the additional day(s) as non-contract day(s) before or after the Winter Recess period outlined in Article 12. During such years, the DISTRICT will provide notification to the ASSOCIATION on or before July 1st of the fiscal year affected.

6.2 **WORK PERIOD.** The regular work period for unit members covered by this agreement shall consist of 80 hours in a 14-day period which may consist of 12-hour, 10-hour, 9-hour, or 8-hour work shifts.

6.2.1 **WORKWEEK.** The regular workweek of unit members shall be on consecutive days Sunday through Saturday. Each unit member's workweek may begin on any day during the week. The beginning of the unit member's workweek shall be used to determine eligibility for overtime pay or compensatory time off. Unit members shall be scheduled consecutive days off except in the case of shift rotation/change where consecutive days off are not guaranteed. The day of the week that the unit members begin their workweek is subject to change with each departmental work shift rotation.

The DISTRICT and ASSOCIATION agree to delay the implementation of the 7-day workweek outlined in section 6.2.1 to a future date ("New Implementation Date") that will be determined at the sole discretion of the DISTRICT. The DISTRICT shall be required to provide the ASSOCIATION with no less than sixty (60) calendar days' notice prior to the shift bidding process for the next work shift rotation which includes the 7-day workweek.

6.2.2 **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 unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

6.3 **ALTERNATIVE WORK SCHEDULE.** The DISTRICT has the right to assign alternative schedules in the best interest of the Department. These schedules include, but are not limited to: Five-Eight Workweek (5/8 schedule); Four-Ten Workweek (4/10 Schedule); Nine-Day, Eighty Hour Schedule (9/80 Schedule); or Three-Twelve Workweek (3/12 Schedule).

6.3.1 Where, in the exclusive opinion of the Chief of Police, minimum staffing has fallen below safe and effective levels, and to a point where an alternative work schedule is no longer feasible or operational needs of the Department are not consistent with an alternative work schedule, the DISTRICT reserves the right to change to an eight (8) hours per day schedule. However, the Chief of Police or designee shall provide at least fourteen (14) calendar days' notice to the unit members prior to changing their shift. The ASSOCIATION shall have the right to confer on any shift changes pursuant to section 6.3.1.

6.4 **WORK SHIFT ROTATION.** Work shift schedules shall be developed approximately every four (4) months. On or about the first week in December, April, and August, unit members will bid for their desired shift for consideration of the shift rotation for the next four (4) months. The Chief of Police or designee shall post the shifts necessary for the following rotation noting the days normally scheduled for work and days scheduled off and shall not encompass site location. The posting shall remain in place for up to seven (7) days, at which time it will be published. New shift rotations will begin starting the first full work week in January, May and September. For the purpose of this Agreement, the following conditions shall apply:

6.4.1 **SHIFT BIDDING.** Shift bidding will be done based on classification seniority, except in circumstances where the Chief of Police determines that, due to the assignment of a probationary unit member, a different distribution of unit members assigned is necessary to meet the reasonable operating needs of the Department. Additionally, between shift rotations, the Chief of Police may, for a good cause and reasonable operating needs of the Department, reassign unit members to different shifts. The DISTRICT will attempt to minimize the movement of members' seniority based on shift picking due to the placement of probationary officers.

6.4.1.1 **EQUAL SENIORITY.** If two (2) or more unit members have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority (length of time employed by the DISTRICT as a contract employee). If seniority is still equal, priority shall be given to the unit member with the greater overall sworn law enforcement seniority (length of time employed by a POST agency as a sworn peace officer). If seniority is still equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION President or their designee.

6.4.2 **SHIFT SELECTION.** Unit members may work two (2) consecutive work shift rotations and then will be required to select a different rotation based on the beginning of watch and end of watch times, i.e., unit members who work two (2)

consecutive Day Shifts will be required to work a Graveyard Shift the following shift rotation and vice versa.

6.4.3 **SHIFT TRADE.** Unit members may agree solely with their option, but with the advance written approval of their supervisor, to substitute for one another during scheduled hours of work. To allow adequate time for processing, shift trade requests shall be submitted for approval on the Shift Trade Request Form (accessible on the DISTRICT intranet), at least seventy-two (72) hours in advance. Both unit members and the supervisor must approve of and sign the Shift Trade Request Form which shall then be submitted to the Office of Human Resources. Substitutions may be denied by a supervisor on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

6.4.4 **SHIFT VACANCY.** In circumstances where existing shifts become vacant due to termination, resignation, promotion, demotion, or other events the vacant shift shall be posted for seven (7) calendar days. Unit members shall indicate their interest in filling that vacancy within the allotted time frame in writing to a supervisor. If more than one (1) unit member has indicated an interest in the vacancy, the unit member with the highest seniority shall be selected and consistent with section 6.4.1.1. In the event that no unit member expresses an interest in the vacant shift, that shall be filled consistent with section 6.4.5. Even though a unit member is selected to fill the vacancy, the unit member will only be credited as if they worked their regular bid work shift rotation and as if the substitution had not occurred.

6.4.5 **SHIFT TRANSFER.** The Chief of Police may move a unit member from one work shift to another work shift if the change is deemed to be in the best interest of the Department and the DISTRICT. However, the Chief of Police shall provide at least twenty-one (21) calendar days' notice to the unit member prior to changing their shift. In the case where a shift change is between two (2) or more unit members, the unit member with the most seniority shall have the right to accept or reject the transfer. All schedule changes shall be made with the needs of the Department being primary, and the needs of the unit member being secondary.

6.4.5.1 The affected unit member may schedule a meeting with the Chief of Police to discuss the rationale for the transfer. The decision of the Chief of Police shall be final.

6.5 **LUNCH PERIODS.** Unit members shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked, which may not be duty free.

6.6 **OVERTIME.** A unit member who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times their regular hours of pay. The regular

rate of pay based on a unit member's regular salary schedule placement at the time the overtime is earned.

6.6.1 For unit members assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.

6.6.2 For unit members assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day and one (1) biweekly eight (8) hour day in a 14-day period, overtime shall be considered as time worked in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.

6.6.3 For unit members assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14-day work period, overtime shall be considered in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.

6.6.4 For unit members assigned to work a five-day (5) workweek consisting of eight (8) hours per day, overtime shall be considered as time worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek.

6.6.5 Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by unit members having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by a unit member having an average workday less than four (4) hours during his or her regular workweek. Unit members may be assigned overtime when such is necessary to carry on the business of the DISTRICT (Education Code Section 88026). Overtime must be authorized in advance by a supervisor.

~~6.7~~ **OVERTIME DISTRIBUTION.** ~~Overtime work shall be assigned as equally as is practical among qualified unit members, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious. Overtime shall be offered in the following order of priority:~~ The distribution of overtime shall be assigned according to seniority, subject to the Chief of Police's discretion discussed below. Seniority shall be determined by the unit member's hire date, among unit members who normally perform the work for which the overtime is required. Unit members who wish to work overtime shall be offered available overtime assignments based on their seniority. If no unit member accepts an available overtime assignment through the seniority process, the DISTRICT may designate the assignment as mandatory overtime in reverse rotating seniority order. Mandatory overtime shall begin

with the least senior unit member and qualified to perform the work, who shall receive the first mandatory overtime assignment. The next least senior available and qualified unit member shall receive the second assignment, with assignments continuing in that order until the required overtime is covered. In the event that another mandatory overtime assignment is necessary, the rotating seniority order shall begin directly after the unit member that was most recently assigned the mandatory overtime. For example, based on a seniority list that has fourteen (14) Officers, with Officer 1 having the most seniority and Officer 14 having the least seniority, if Officer 14 is required to work a mandatory overtime assignment, the next mandatory overtime assignment will be given to Officer 13, then Officer 12, then Officer 11, etc.

Notwithstanding the foregoing, the Chief of Police retains the responsibility and discretion to ensure that workloads and operational needs within the Department are appropriately addressed. Accordingly, the Chief of Police reserves the right to distribute or assign overtime to unit members outside of the voluntary ~~seniority~~ overtime assignments or the mandatory overtime assignments when necessary to support the efficient and effective operation of the Department. Every reasonable effort shall be made to avoid repeatedly assigning overtime to the same unit member. The assignment or distribution of overtime pursuant to this section shall not be subject to the grievance procedure.

For purposes of transparency, whenever a unit member is required to work mandatory overtime, or the Chief of Police or designee assigns overtime outside of the established voluntary or mandatory overtime distribution process, the Chief of Police or designee shall provide the affected unit member with the reason for the assignment, including the operational necessity or staffing need requiring the mandatory overtime. Such justification shall be provided at the time the assignment is made, or as soon thereafter as reasonably practicable. Upon request, the justification shall be provided in writing to the affected unit member and the Association.

There shall be two (2) seniority lists for purposes of voluntary overtime and mandatory overtime. For voluntary overtime, a fixed seniority list shall be prepared where the unit member with the most seniority shall be placed at the top of the list and unit members with less seniority shall be placed below by order of their seniority.

For mandatory overtime, a reverse seniority list shall be prepared where unit members with the least seniority at the top of the list and unit members with more seniority shall be placed below, in order of seniority. Every time a unit member is required to work a mandatory overtime assignment, their name shall be rotated to the bottom of the reverse seniority list, subject to the following provisions:

a. A unit member who voluntarily signs up for two (2) or more overtime assignments during a calendar month shall be moved to the bottom of the mandatory overtime reverse seniority list; and

b. A unit member shall not be subject to mandatory overtime for that calendar month where they have voluntarily signed up for two (2) or more overtime assignments, unless:
   i. the unit member's name returns to the top of the mandatory overtime reverse seniority list, or
   ii. the unit member does not work the overtime they voluntarily signed up for.

c. Unit members may agree to substitute for one another for overtime assignments, with the advance written approval of their supervisor. To allow adequate time for processing, overtime coverage requests shall be submitted for approval on the Overtime Trade Request Form (accessible on the DISTRICT intranet), at least seventy-two (72) hours in advance. Both unit members and the supervisor must approve of and sign the Overtime Trade Request Form which shall then be submitted to the Office of Human Resources. Substitutions may be denied by a supervisor on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

d. A unit member who is assigned a mandatory overtime assignment but has another unit member cover the mandatory overtime assignment for them shall not have their name rotated to the bottom of the mandatory overtime reverse seniority list.

~~Additionally, a unit member who signs up for and is assigned two (2) or more voluntary overtime shifts during a calendar month shall be moved to the bottom of the mandatory overtime list upon being assigned the second voluntary overtime shift, regardless of whether the voluntary overtime shifts have yet been worked. The unit member shall not be subject to mandatory overtime until the mandatory overtime rotation thereafter returns to that unit member.~~

~~If a voluntary overtime assignment that resulted in the unit member being moved to the bottom of the mandatory overtime list is subsequently relinquished by the unit member, the unit member shall be returned to the position on the mandatory overtime list they occupied immediately prior to being moved to the bottom of the list. A voluntary overtime assignment cancelled by the District shall not result in the unit member losing their position at the bottom of the mandatory overtime list.~~

~~a. On a rotational basis, based on seniority, determined by hire date, among those unit members in the same classification who normally perform the work involved.~~

~~b. When no unit members elect to work the overtime, assignment shall be based on inverse order of seniority.~~

~~6.8~~6.7 **COMPENSATORY TIME.** Unit members may elect to earn compensatory time off in lieu of cash compensation for overtime work, not to exceed a total of four-hundred and eighty (480) hours at any given time. The unit member will notify their supervisor of their election to receive compensatory time in lieu of overtime at the time the overtime is assigned. Such notification shall be made to their supervisor in writing. The unit member reserves the right to determine the type of compensation received.

~~6.8.1~~6.7.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) times the number of overtime hours worked.

~~6.8.2~~6.7.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

~~6.8.3~~6.7.3 Unit members who request compensatory time off shall do so by submitting a request through the DISTRICT's Enterprise Resource Planning ("ERP") platform, PlanIT Schedule (accessible on the DISTRICT intranet) ~~Classified Time Off Request Form (accessible on the DISTRICT intranet)~~ to their supervisor for approval and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the supervisor within forty-eight (48) hours of its receipt. Every effort will be made by the DISTRICT to accommodate a unit member's request to take compensatory time off.