ARTICLE 6: HOURS OF WORK & OVERTIME

For purposes of this Article, the following shall define what a permanent unit member is:

a. **Permanent Unit Member.** This shall mean completing their probationary period in their current classification and/or in the classification for which they were selected for an out-of-class assignment.

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

6.2 **WORKWEEK.** The workweek for all full-time unit members shall consist of forty (40) hours within any seven (7) day period. The standard workweek for full-time unit members shall be forty (40) hours on five (5) consecutive days, Monday through Friday, and the regular workday of eight (8) hours, exclusive of lunch. The DISTRICT may designate certain classified positions to a non-standard workweek that may commence on any day of the workweek other than a Monday and then continue for five (5) consecutive days based on the operational and departmental needs of the DISTRICT. These provisions do not restrict the extension of a workday or workweek on an overtime basis when such is necessary to carry on the business of the DISTRICT.

6.3 **WORK DAY.** Each position in the unit shall be assigned a minimum number of assigned hours per day, days per workweek, and days per year. The DISTRICT may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The DISTRICT shall establish the specific hours of employment upon hire, including the beginning and ending times, for unit members at each work site.

6.3.1 **Saturday or Sunday Workday**. If any classified position requires a Saturday and/or Sunday workday, the DISTRICT shall solicit volunteers, selected based on highest seniority, to work that work schedule. If there are no volunteers, the DISTRICT will select unit members based on seniority within the classification and department requirements. The least senior department unit member within the affected classification meeting the reasonable requirements will be chosen first.

6.3.2 **Alternative Work Schedule (AWS).** Permanent unit members may request an alternative work schedule by submitting an *CSEA Alternative Work Request Form/Agreement* (accessible via the DISTRICT intranet) to their immediate supervisor; however, such alternative work schedules are limited only to a four/ten (4/10) or nine/eighty (9/80) and shall not exceed one (1) fiscal year. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. The decision of the immediate supervisor to deny or terminate an alternative work schedule is not subject to the grievance process by the unit member or CSEA, and the decision shall be final. The immediate supervisor may terminate a unit member's alternative work schedule upon five (5) calendar days' notice. Specific conditions and work rules that the unit member must adhere to are outlined in the *CSEA Alternative Work Request Form/Agreement.*

6.3.3 **Remote Work Schedule (RWS).** Unit members requesting an RWS, where the employees works from an off-site location, shall submit a request form to their immediate supervisor. The immediate supervisor may accept, reject or modify the request to work

remotely. A modification can include approval of a hybrid schedule, where the unit member may work from a private offsite location within two (2) hours of the worksite for some of their schedule, but report to their work location at other times. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. Denial of a request for an RWS must include reasons in writing. A denial of a request must be submitted to the Office of Human Resources, which will ensure the decision is not arbitrary and capricious. The decision to grant or delay an RWS is not subject to the grievance process.

1. A unit member with approved RWS must sign an individual *CSEA Remote Work Schedule Form/Agreement.*

2. The ultimate decision to approve or deny a RWS rests solely with the immediate supervisor. A RWS schedule shall be considered on an individual basis.

    a. In general, positions that may be considered for RWS arrangements meet the following criteria;

        i. Job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity or security standards of a department;

        ii. Does not create an undue burden on efficient daily operations or office staffing needs;

        iii. It is incumbent on the immediate supervisor to ensure fairness in the rotations of the RWS fairness in workload.

    b. These types of positions are ***not*** eligible for 100% remote work involving any:

        i. interaction with, and improvement to, campus/site facilities;

        ii. face-to-face customer service interaction with/or direction of:

            a. student workers,
            b. vendors,
            c. professional experts,
            d. or any other consultants as part of their primary duties; and

                iii. Required specialized equipment, supplies, or materials available only at the worksite.

    c. Unit members may ***not*** request an RWS in lieu or substitution for:

        i. taking personal leave,
        ii. sick leave,
        iii. annual leave, or
        iv. dependent care

3. If a unit member is to work remotely as an accommodation for medical or disability reasons, the immediate supervisor will consult with the Office of Human Resources prior to initiating the request and before terminating the remote work agreement.

4. Unit members must have a work history that demonstrates efficient work without close supervision, maintain regular communication, and collaborate effectively in a remote work environment; in addition, the unit member must have received, at minimum, a satisfactory in all evaluation measures on the unit member's last performance evaluation.

5. Unit members and their immediate supervisors shall agree upon an expectation of communication and how it shall be handled, including but not limited to:

    a. phone; (i.e., Webex)

    b. email

    c. Microsoft Teams, Zoom, or other virtual platforms

6. Unit members will be available during their normally scheduled hours for communication while working remotely, as they normally would be if working at their regularly assigned place of employment, and may be asked to report back to an in-person environment at the request of their manager.

7. After an RWS agreement is approved, the immediate supervisor shall use their best efforts to provide the appropriate technology, equipment, office supplies, and other assistance for the employee to perform their job successfully through remote work.

8. Unit members can discontinue RWS at any time and return their in-person environment.

9. The immediate supervisor may permanently rescind RWS for an on-site work schedule, upon three (3) day notice for the following reasons:

    a. to account for a change in staffing levels,

    b. for failure to abide by any of the terms of the individual RWS agreement or,

    c. based on the operational needs of the department.

6.4 **PERMANENT CHANGES TO WORK SCHEDULE**. The DISTRICT retains the right to schedule and to establish fixed starting and ending times for unit members based on the operational and department needs of the DISTRICT. Except in case of emergency circumstances (see **Article 2: Management Rights, Section 2.3**), the unit member and the ASSOCIATION will be given a twenty-one (21) calendar days' written notice using the *Schedule Change Request Form* (**Appendix C: Schedule Change Request Form**) before any change in the unit member's work schedule. At the unit member's request, the unit member, ASSOCIATION, and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious.

6.5 **ATTENDANCE RESPONSIBILITY.** Unit members are responsible for working all days not covered by authorized leaves of absence, being prepared and ready to start work at the designated time for their work shift, and completing their work shift in its entirety. The

immediate supervisor shall meet with the unit members as needed to discuss any of their absenteeism and/or tardiness before initiating disciplinary action. Discipline includes, but is not limited to, 1) performance deficiencies conference, 2) written warning, 3) written reprimand, 4) suspension without pay, and 5) termination.

6.6 **4/10 SUMMER WORK SCHEDULE.** As part of a DISTRICT-wide effort to conserve resources, unless one of the PARTIES requests by March 1 of the calendar year that it not be implemented, the DISTRICT will activate a four/ten (4/10) summer work schedule ~~between June and July of each year~~ under the following conditions:

6.6.1 The DISTRICT will determine the dates of the four/ten (4/10) summer work schedule each year.

6.6.2 All unit members will work a ten (10) hour workday and forty (40) hour workweek; however, at their request, they may opt to use vacation in any combination to create a four/eight (4/8) or four/nine (4/9) workweek consistent with **Article 19: Vacation**.

6.6.3 The standard four/ten (4/10) summer work schedule will be Monday-Thursday with the hours of operations determined by each specific DISTRICT/department, with the following exceptions;

a. DISTRICT/departments that are required to serve the public and/or students (e.g., Child Development Centers, Police Department, KVCR, Aquatic Center) Monday through Friday during the summer will provide staffing and remain open for five (5) days each week. Unit members in those departments will be required to maintain a five (5) day/week work schedule, forgoing the summer hours and keeping their five (5) day/week work schedule for the entire four/ten (4/10) summer work schedule period.

b. Specific DISTRICT/department needs may require unit members to maintain a schedule other than the standard summer work schedule (e.g., custodial, IT); therefore, unit members shall be scheduled by mutual agreement between the immediate supervisor and the unit member involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all unit members for five (5) eight-hour days or (2) an alternate scheduling plan that gives unit members the option to work four (4) ten-hour days with either Monday or Friday as their unscheduled day. If a satisfactory agreement cannot be reached, the schedule will remain five (5) eight-hour days for all unit members in that department.

6.7 For the purpose of computing the number of hours worked, the time during which the unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member; provisions of the Fair Labors Standards Act (hereinafter FLSA) shall be applied.

6.8 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes, and the immediate supervisor shall schedule the lunch period at or about the midpoint of a full-time unit member's work schedule. Rest periods and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

6.9 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) fifteen (15) minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) fifteen (15) minute rest

periods per day. For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty-free, a part of the regular workday, and shall be compensated at the regular rate of pay. Rest periods and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

6.10 **OVERTIME.** Overtime includes any time required to be worked in excess of the eight (8) hours workday or forty (40) hour workweek for unit members working the regular five/eight (5/8) work schedule of five (5) days of eight (8) hours per day and forty hours per workweek. The unit member reserves the right to determine the type of compensation received.

6.10.1 The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1.5) times the regular rate of pay for the unit member. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by **Section 6.12**.

6.10.2 The workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Unit members shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6^{th}) and seventh (7^{th}) day at a rate equal to one and one-half (1.5) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7^{th}) day, be compensated at a rate equal to one and one-half (1.5) times the regular rate of pay of such unit member.

6.10.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must be received prior approval from the immediate supervisor. Unit members who repeatedly work unauthorized overtime and have been counseled may be subject to discipline in **Article 17: Discipline**. Scheduling of a unit member by their immediate supervisor that puts the unit member in overtime status, shall constitute authorization of that overtime.

6.10.4 All approved overtime hours must be reported monthly to the Payroll Office on the DISTRICT overtime timesheet form (accessible via the DISTRICT intranet). All overtime earned must be paid no later than the next available pay cycle. Overtime shall be paid to the nearest one-quarter (1/4) hour increment.

6.10.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under **Article 7: Pay and Allowances, Section 7.1** plus one-twelfth (1/12) of any earned long service recognition pursuant to **Article 11: Long Service Recognition**.

6.11 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, 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.

6.11.1 When there are two (2) or more unit members in the same classification and department, overtime shall be offered in the following order of priority:

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

b. When no unit member elects to work overtime, assignment shall be based on inverse order of seniority.

6.11.2 Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the immediate supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime.

6.12 **COMPENSATORY TIME OFF IN LIEU OF OVERTIME.** Unit members may elect to earn compensatory time off in lieu of cash compensation for overtime work, not to exceed a total of two-hundred and forty (240) hours at any given time. The unit member will notify their immediate 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 the immediate supervisor in writing, and such a decision is irrevocable. The unit member reserves the right to determine the type of compensation received.

6.12.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet (accessible via the DISTRICT intranet). Compensatory time off shall be granted at the rate of one and one-half (1.5) times the number of overtime hours worked.

6.12.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1st 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.

6.12.3 Unit members who request compensatory time off shall do so by submitting a Classified Time Off Request Form (accessible via the DISTRICT intranet) to their immediate supervisor for approval and shall be taken at a time which is least disruptive to DISTRICT operations. A unit member’s request for compensatory time off must be responded to and answered by the immediate supervisor within two (2) days of its receipt. Every effort will be made by the DISTRICT to accommodate a unit member’s request to take compensatory time.