

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 ~~be effective June 1, 2023~~ **a future date ("New Implementation Date") that will be determined at the sole discretion of the DISTRICT. The DISTRICT shall be required to provide 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 ~~bargaining~~ 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 a designee shall provide at least fourteenth (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)~~ **six (6)** months. On or about the first week **of January and July** ~~in December, April, and August~~, unit members will bid for their desired shift for consideration of the shift rotation for the next ~~four (4)~~ **six (6)** 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~~ **February and August**. 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. ~~In the event that, two (2) or more unit members have equal seniority in the same classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination of seniority shall be made by lot.~~ **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. (Copied from Article 9, Section 9.3.5)

- 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 immediate 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. ~~Every shift trade agreement must be documented, whether on paper or electronically, and the documentation must clearly demonstrate the approval of~~ **Both unit members and the immediate 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 an immediate 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. 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. (Ed. Code, § 88026.) Overtime must be authorized in advance by the designated a supervisor.

- 6.7 **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. ~~When there are two 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 members elect to work the overtime, assignment shall be based on inverse order of seniority.
- 6.8 **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 immediate supervisor of their election **to receive compensatory time in lieu of overtime** at the time the overtime is assigned, ~~of their preference of compensatory time when the overtime is assigned.~~ Such **notification request** shall be made to their immediate supervisor **in writing** at the time the overtime is assigned. ~~The DISTRICT shall not dictate which type of compensation the unit member receives.~~ The unit member reserves the right to determine the type of compensation received.
- 6.8.1 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 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 Unit members who request compensatory time off shall do so by submitting a **Classified Time Off Request Form (accessible on the DISTRICT intranet)** ~~compensatory time off request form~~ to their immediate 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 ~~immediate~~ 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**.