

ARTICLE 10 - HOURS OF EMPLOYMENT AND OVERTIME

10.1 **WORK DAY**

The workday for all bargaining unit members shall be established and fixed by the District. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours which shall be not less than an average of five (5) hours per workweek. Any changes to an employee's fixed and regular work schedule shall be referred to the District and Association to negotiate.

10.2 **WORK WEEK**

The normal workweek for full-time bargaining unit members shall be 40 hours, normally rendered in units of eight (8) hours per day, exclusive of a duty-free lunch period, but inclusive of any rest periods prescribed by the District. The District may establish a flexible work week, such as a ten (10) hour per day, 40-hour, four consecutive day work week or an 80-hour 9-day, two week work period, for certain bargaining unit members when such a workweek is deemed appropriate by the District, and is voluntarily agreed to by the employee.

Disagreements as to the implementation of flexible work week schedules shall be referred to the Head of Human Resource Services or Superintendent, whose decision shall be final. If the District seeks to change a flexible workweek schedule to an eight hour per day, 5-day work week for any bargaining unit position, they shall notify CSEA and the parties shall meet to negotiate. If the position is vacant, the District maintains the right to modify the schedule.

The District retains the right, in an emergency, to extend the regular workday or workweek. An emergency is defined as an event that could not be planned, including, but not limited to, earthquake, fire, flood, vandalism, and pipe breaks.

10.3 **LUNCH PERIOD**

Bargaining unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily duty-free lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. Instructional Assistants and Clerical staff scheduled to work more than four (4) hours per day and who are assigned to a school site shall be entitled a ninety (90) minute duty-free lunch period on pupil-free staff development days.

The lunch break of any employee entitled to a lunch break shall be duty-free and continuous. In the event that an employee is required to work during their lunch break, they shall be appropriately compensated or their lunch break shall be taken as soon as practical. Scheduling of the lunch break shall be within the discretion of the District.

10.4 REST PERIOD

Bargaining unit members regularly scheduled to work six (6) hours to eight (8) hours per day shall be entitled to a fifteen (15) minute rest period during the first half of their workday and to a fifteen (15) minute rest period during the second half of their workday. Bargaining unit members scheduled to work four (4) or more hours daily, but less than six (6) hours, shall be entitled to one fifteen (15) minute rest period during their workday.

The rest period herein described shall be taken at the appropriate time designated by the immediate supervisor. Bargaining unit members regularly scheduled to work ten (10) hours per day shall be entitled to a twenty (20) minute rest period during the first half of their workday and to a seventeen (17) minute rest period during the second half of their workday.

10.5 OVERTIME

10.5.1 Overtime is defined to include any time worked, whether required or voluntary, in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, not to run concurrently with regular work time absent an agreement between the parties. Authorized overtime compensation shall be provided to bargaining unit members upon prior approval of the immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.

The bargaining unit member shall receive cash compensation or compensatory time off, equal to time and one-half of the regular rate of pay. Overtime shall be paid to each unit member compensatory time for time worked, it shall be by mutual agreement between the employee and immediate supervisor.

Employees will be notified forty-eight (48) hours in advance if they are to be considered for overtime, except where circumstances preclude such advance notice. The workweek shall consist of not more than five (5) consecutive working days for any bargaining unit member having an average workday of four (4) hours or more during the workweek.

The bargaining unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to time and one-half of the regular rate of pay of the bargaining unit member designated and authorized to perform the work. Nothing herein shall be construed to limit the ability of the District to require overtime or extended hour service of a bargaining unit member in an emergency (as defined in Article 10.2).

10.6 OVERTIME ASSIGNMENTS.

Overtime shall be assigned at the discretion of the District subject to the agreement of the employee. For the purpose of overtime only, seniority will be based on time served in the classification.

Immediate supervisors shall assign overtime assignments by seniority on a continuous rotational basis within a job class by work site. This overtime rotation list shall be available to on-site employees. If and only when no employees are available using this list, the District may move through the following lists to fill the overtime assignment.

10.6.1 By seniority by work site based relevant experience.

10.6.2 By seniority within job class District wide.

10.6.3 If no one is available after 1 and 2 have been exhausted, unit members who have previously served in that classification District-wide may volunteer for overtime.

When a District department/group, agency, governmental entity, program, or any other outside group uses any district Facility and such event involves any work normally performed by the bargaining unit that work shall be offered to the bargaining unit in accordance with 10.6, Overtime Assignments.

The following are allowable exceptions to the seniority overtime assignment process:

- When overtime is authorized for completion of a specific assignment, project, or work in progress.
- When the District determines it is necessary to consider special skills and training of employees to perform particular work.

10.7 COMPENSATORY TIME OFF IN LIEU OF CASH COMPENSATION

The District may offer compensatory time off in lieu of cash compensation for overtime work by mutual agreement between the employee and immediate supervisor. The District shall provide for such compensatory time off at a rate equal to the overtime rate of pay of the bargaining unit member designated and authorized to perform the overtime. Such compensatory time off shall be granted and taken within 60 working days and without impairing the services rendered by the District.

With approval of the employee's immediate supervisor, such compensatory time off may be granted beyond the 60 working days not to exceed twelve calendar months. In the event that an employee is prevented by his/her supervisor from using their

compensatory time prior to 12 months from the date it was earned, the employee shall be paid for that time.

10.8 MINIMUM HOURS

Any bargaining unit member called to work, either after normal working hours or on a day not worked, shall be paid not less than three (3) hours of work at the overtime pay rate, irrespective of the actual time less than that required to work.

10.9 REDUCTION IN ASSIGNED TIME

Any reduction in assigned time shall be accomplished in accordance with Education Code, Section 45117 (See Exhibit G) and the layoff and reemployment procedures pursuant to Article 15 of this agreement. This clause does not waive CSEA's rights under Government Code Section 3543.2 that requires the District to notify and bargain the decision and effects of reductions with the exclusive representative upon request.

10.10 ADJUSTMENT IN TIME – PART-TIME EMPLOYEES

A bargaining unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire vacation and sick leave on a prorated basis. Any return to the original assigned hours would constitute a layoff. (See 10.10)

The District, at its sole discretion, in any one six (6) month period of time, also may increase the length of the work day for part-time positions by not more than 1.5 hours, not to exceed 7.5 hours per week, without posting the vacancy. Instructional Assistants – Special Education who are assigned to work on a one-to-one basis with a student shall not be restricted to this 1.5 hour limitation on extension of the work day since a change in the student's instructional day and the services to be provided are dependent upon the student's Individual Education Plan (IEP).

The incumbent employee may accept the change in position hours or request transfer to an available vacant position at an equal or lower classification for which he/she is qualified.

10.11 SUMMER WORKWEEK

The District may establish a flexible work week, such as a ten (10) hour per day, 40-hour, four consecutive day work week or an 80-hour 9 day two week work period, for certain bargaining unit members during summer when such a workweek is deemed appropriate by the District, and is voluntarily agreed to by the employee.

10.12 ASSIGNMENTS AT TIMES OTHER THAN REGULAR ACADEMIC YEAR

For the purpose of this Article every classified bargaining unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. The District may maintain school sessions outside of the regular academic year and shall recruit classified employees to apply and fill such assignments. No employee whose regular assignment excludes any part of the summer shall be required to perform services during such period.

Consideration for such assignment shall be made on the basis of each applicant meeting minimum qualifications per job description in each classification of service which is required. A classified bargaining unit member shall, for services performed as herein provided, receive, on a prorated basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

10.13 HOURS WORKED

For the purposes of computing the number of hours worked, all time during which a bargaining unit member is in paid status, except overtime, shall be construed as hours worked.

10.14 REST FACILITIES

The District shall make available all existing employee lunchroom, restroom, and lavatory facilities at each work site for the use of bargaining unit members.

10.15 COMPLIANCE WITH APPLICABLE LAW

Nothing in this Agreement shall be construed as a waiver of CSEA's bargaining rights under Government Code Section 3543.2. The District shall comply with the Federal Fair Labor Standards Act and the Education Code with regards to overtime.

10.16 BURBANK ADULT EDUCATION CALENDAR

As it applies to the Burbank Adult Education program and all other work calendars, the actual start and end dates for each fiscal year shall be negotiated annually between the District and Association no later than May 30 of the preceding year.

10.16.1 *"English-As-A-Second-Language Office Staff"*

Instructional staff in this program shall be assigned five (5) days a week (Monday-Friday) and shall be subject to a work year of 200 days in paid status. These paid days reflect 177 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during

July and August unless the bargaining unit member works in those months.

- 10.16.2 Office staff in this program shall be assigned five (5) days a week (Monday-Friday) and shall be subject to a work year of 200 days in paid status. These paid days reflect 177 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during July and August unless the bargaining unit member works in those months.
- 10.16.3 *“Academic Program Staff”*
All staff shall be assigned five (5) days a week (Monday-Friday). All staff in this program shall be subject to 205 days in paid status. These paid days reflect 182 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during June, July, and August unless the bargaining unit member works in those months.
- 10.16.4 *“Parent Education Program Staff”*
All staff shall be assigned five (5) days a week (Monday-Friday). All staff in this program (except for office and custodial employees) shall be subject to a work year of 185 days in paid status. These paid days reflect 163 work days, the nine (9) pre-assigned vacation days, and the thirteen (13) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other eight (8) month employees with no sick days or vacation earned during June, July, and August unless the bargaining unit member works in those months.
- 10.16.5 *“Employees Working Less Than Five (5) Days A Week”*
Employees in the three (3) Burbank Adult Education programs identified above who are assigned less than five days a week shall be subject to the number of work days that is derived by multiplying the number of work days required of five day a week employees for their assigned program times the following fraction: number of days assigned to work each week divided by five.
- 10.16.6 *“Winter and Spring Breaks”*
A three-week winter break and one week spring break shall be observed by staff assigned to the three programs identified above. Employees may use available vacation balances to convert unpaid days to paid days during these breaks.

10.16.7 *“Non-Work Days”*

The ESL Instructional staff shall be subject to five (5) additional non-work days as identified in the negotiated ESL instructional calendar.

10.17 REASONABLE ACCOMMODATIONS ON “HEAT DAYS” AND UNHEALTHY AIR QUALITY

The parties agree that the Superintendent or designee shall designate “heat days” or “unhealthy air quality days” and that reasonable accommodations shall be provided for classified employees who work in non-air conditioned environments. If reasonably possibly, bargaining unit members shall be notified electronically of such designation within one hour. Such accommodations shall be determined by the employee’s supervisor and shall not negatively affect the operation of the District or the educational program or conflict with scheduled activities such as testing, instruction, supervision of or services to students, scheduled assemblies, or scheduled meetings.

For the purposes of this section, reasonable accommodations might include, but not be limited to: relocation to an air conditioned or cooler work environment; modification of work shift; more frequent breaks; temporary discontinuance of use of the barbeque grill; or, by mutual agreement of the supervisor and employee, use of accrued vacation time or use of personal necessity or personal business leave.

The supervisor of each department and the principal or designee of each school site shall obtain input from his/her classified staff for the purpose of developing a list of suggested reasonable accommodations. No student or parent shall be negatively impacted by any accommodations provided as a result of implementation of this section.

Heat days and unhealthy air quality days are defined by and shall be subject to Board Policy 3514.11.