

ARTICLE 9

HOURS AND OVERTIME

A. Work year:

The work year for full time equivalent (FTE) unit members either coincide with instructional calendars or align to fiscal calendars as follows:

Employee Type	Work Days	Work Week (hr)	Work Day (FTE)
12 Month Employees	247	37.5	7.5
11 Month Employees	225	37.5	7.5
10 Month Employees	204	37.5	7.5
9 Month Employees	182	37.5	7.5
Para Educators/Interpreter	183	30	6
Licensed Vocational Nurse	185	32.5	6.5
Behavior Analyst	185	40	8
Behavior Assistant	183	37.5	7.5
Mental Health Clinician	183	40	8
SLPA	183	32.5	6.5

The work year for part-time unit members will be pro-rated according to their scheduled work year. In any given year, when there are more than 261 days, ten (10), eleven (11), and twelve (12) month unit members will receive a “Floating Holiday.” The unit members work calendar will be established by the supervisor in consultation with the unit member. Vacation is earned in accordance with Article 13 of this agreement and Holidays in accordance with Article 12. Work hours will vary between sites and will be based on program/department needs.

B. Hours:

At the time of employment, new unit members shall be assigned a fixed and ascertainable minimum number of hours by the Superintendent. Payment shall be at the regular hourly rate multiplied by the hours of designated service. Hours of duty

assignment shall be consecutive, but may be allocated at the start of a school year to any portion of the day required for program or department needs. Changes in scheduling to regular work hours during the year shall be limited to no more than one hour either at the beginning or at the end of the day, unless the unit member consents to a greater change. Unit members will be given ten (10) working days' written notice of the change unless earlier change is mutually agreed upon.

C. Flexible Work Schedule:

1. Flexible Work Schedule:

The County Superintendent or designee may approve a "flexible work schedule" (Flexible work schedule is defined as an alternative to the regular established schedule that varies arrival and departure times hours, and days of the week) as requested by the unit member. The flexible schedule is temporary and will not make a permanent change to the hours of the position.

The flexible work schedule application will be in the appendix, and a copy of all applications will be distributed to the CSEA President.

2. Summer:

Shall begin the Monday following one (1) full week after school year ends based upon student attendance calendar. Shall end the Friday prior to two (2) full weeks of the start of the new school year based upon student attendance calendar.

1. If a four-day work week is established by the County, the overtime rate shall be paid for all hours worked in excess of the workday, which shall not exceed 9.5 hours per work day or 37.5 hours per work week (for a 7.5 hour a day employee); which shall not exceed 10 hours per work day or 40 hours per work week (for an 8 hour a day employee).

3. Holidays:

If a holiday falls within the alternative work schedule and is a scheduled work day for unit member, the holiday shall be paid based upon the unit members regular, work year, daily assigned hours (i.e. 7.5 hour employee will be paid 7.5 hours Holiday). The difference in scheduled hours will either be worked

another day within the work week or applicable leave can be taken. If a holiday falls within the alternative work schedule and is not a scheduled workday for unit member, with supervisor approval, unit member shall reduce hours another day by the unit members regular, work year, daily assigned hours.

D. Distribution of Job Information:

Upon initial employment, and upon each change in job assignment, each bargaining unit member shall receive a copy of the applicable job description, a specification of the monthly or hourly rate for their classification, a statement of the unit members regular work site, hours per day, days per year, and a statement of days of sick leave and vacation and holidays with pay. At the beginning of each school year each unit member shall receive notice of the applicable monthly and hourly pay rate and a statement of days of sick leave, vacation and holidays. This information shall be consistent with the provisions of this contract.

E. Collaboration Hours/Time (Para Educator/Interpreters Only)

Each unit member is required to work an additional eighteen (18) hours per year, distributed as thirty (30) minutes per week as practicable, in addition to the normal workweek for the purpose of collaborating with classroom teacher to address student, program or classroom issues.

The following guidelines should be used in weekly collaborative planning meetings that are scheduled between teachers and Para-Educators/Interpreters

1. Thirty (30) minute planning meetings are to be used for discussion of staff meeting topics, lesson planning, IEP implementation goals, to work with individual and student groups, parent conferences, or scheduling program offerings.
2. Para-Educators/Interpreters staff planning time is not to be used for clerical tasks or non-instructional purposes.
3. Weekly meetings are to be arranged between the teacher and support staff outside the Para-Educator's/Interpreter's regular workday schedule. Collaboration time is not to be used during duty-free lunch or rest periods.

The weekly thirty (30) minute collaboration time may be broken into increments of ten (10) minutes or more throughout the week.

4. A monthly log (Addendum D - Collaboration Time Report Form) briefly outlining weekly meeting topics of Para-Educators/Interpreters and teacher are to be completed and retained by the Para-Educators/Interpreters in their primary classroom and be provided to the program administrator upon request.
5. If a Para-Educator/Interpreter is on a medical related leave of absence and is unable to make-up their collaboration hours, they must use their sick leave. The Para-Educator/Interpreter is responsible for reporting such hours.
6. Para-Educators/Interpreters on an unpaid leave of four (4) weeks or more will automatically have the thirty (30) minutes per week docked from their pay during the leave period.

F. Adjustment of Assigned Time:

Any part-time unit member in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of the unit member's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective the next pay period.

G. Rest Periods:

1. Lunch Period:

Unit members will be entitled to a duty free lunch period without pay for a period of no longer than one (1) hour and no less than half (.5) hour based on program and/or department needs. Unit members lunch periods will occur on or about the midpoint of each work shift, whenever possible.

2. Breaks:

Paid rest periods shall be at the rate of fifteen (15) minutes per three and three-quarters (3 3/4) hours worked. Breaks are not to be used in conjunction with the lunch hour, morning, or evening departure.

H. Overtime:

Overtime hours shall be pre-authorized by the unit member's supervisor and shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member or receive comparable time off for all work required or permitted. Prior to performing authorized overtime, unit members shall have the option to elect the method of compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor by completing and submitting the "Extra hours request/authorization form" (Appendix B). A unit member may accrue a maximum of 37.5 earned hours of compensatory time at any given time. All accrued compensatory time must be taken within the fiscal year in which it was earned. Any accrued compensatory time remaining at the end of the fiscal year will be "cashed out" by the Superintendent.

1. Overtime will be compensated at:

Overtime is defined to include hours in excess of seven and a half (7.5) hours per day, or thirty-seven and a half (37.5) hours in any work week for those unit members whose work day is seven and a half (7.5) hours or less. For unit members whose work day is eight (8) hours per day, overtime is defined as any hours in excess of eight (8) hours per day or forty (40) hours per week.

In addition, other overtime hours will be compensated pursuant to Education Code 45131

- a. Double the amount of the unit member's regular rate of pay for hours worked in excess of twelve (12) hours in any single work day or in excess of eight (8) hours on the seventh consecutive day of work in a work week.
 - b. A unit member who works less than four hours per day will receive overtime for all time worked on the seventh consecutive day in a work week at one and one half (1 ½) times the rate of their regular pay.
2. When a unit member is requested to work on any paid holiday, the unit member shall be paid compensation, in addition to the regular pay received for the holiday, at the rate of time and one-half the unit member's regular

rate of pay.

3. Extra/overtime hours shall be recorded on the “Extra Hours Request/Authorization form”, Appendix B

I. Right of Refusal: Any unit member shall have the right to reject any offer or request for overtime, except as provided in Section J below.

J. Overtime Distribution:

1. Para Educator/Interpreter/LVN

- a. Overtime associated with a specific child/classroom shall first be offered to the unit member assigned to that child/classroom. If the unit member elects to refuse the overtime assignment, it shall be offered to other unit members on the same site, the same program, in the same job classification in descending order of seniority until the assignment is made, on a rotating basis. If no one volunteers, overtime shall be assigned by the program administrator.

- b. Overtime not associated with a specific child/classroom shall be offered to unit members within job classifications that meet the requirements of the overtime assignment in descending order of seniority until the assignment is made.

- c. Special Trips: Unit members assigned to special trips during the regular work week, including but not limited to outdoor science trips, Special Olympics, field trips, and curricular trips, who are required to remain on duty for the duration of the event for which the special trip is made, shall be paid 7.5 hours at their regular rate of pay and up to 7.5 hours at the appropriate rate of overtime pay for each twenty-four (24) hour period of duty assignment. Trips that involve weekend (Saturday and Sunday) assignments will be at the appropriate overtime rate up to a maximum of fifteen (15) hours for each twenty-four (24) hour period of duty.

2. All other bargaining unit members:

- a. Shall be first offered to the unit member who in the normal course

of their assignment, would be responsible for the specific duties of the overtime assignment.

- b. Overtime assignments that do not require specific or specialized understanding and knowledge of the task will be offered to the unit members in descending order of seniority on a rotating basis within the given classification where the task is assigned.

- K. Working During Scheduled Closures: Unit members shall be allowed to work during a scheduled office closure such as the day before Thanksgiving or Winter break.