

TENTATIVE AGREEMENT 2/5/2021

ARTICLE 13

OVERTIME

No ~~Classified~~ Bargaining Unit Member shall be authorized to work overtime unless they have received express advance permission from their immediate supervisor or designee. Overtime claims shall be submitted monthly.

Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid after eight (8) hours in any one (1) day or after forty (40) hours in any one (1) work week. This provision does not apply to ~~Classified~~ Bargaining Unit Members who are on a modified workweek such as a 4/10, 9/80, or 3/12 plan except to the extent their workday exceeds the regularly assigned hours per day [e.g., ~~Classified~~ Bargaining Unit Members working a 4/10 workweek shall receive overtime only after ten (10) hours worked per day].

When a ~~Classified~~ Bargaining Unit Member works on a Board-approved holiday, the Classified Bargaining Unit Member shall receive one and one-half (1-1/2) times the regular rate of pay plus the regular holiday pay rate.

Those ~~Classified~~ Bargaining Unit Members who commence a work schedule or shift at 10:00 p.m. and work until 6:30 a.m. into the holiday period are to be paid the holiday premium.

Those ~~Classified~~ Bargaining Unit Members who commence a work schedule or shift at 10:00 p.m. on a holiday and work until 6:30 a.m. the following day will be paid at straight time pay rates.

~~Those Classified Bargaining Unit Members who work the night shift from 10:00 p.m. to 6:30 a.m. thereafter will start the shift at 10:00 p.m. on the holiday.~~

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CLASSIFIED BARGAINING UNIT MEMBERS

For overtime service rendered by the Classified Bargaining Unit Member, with the approval of the supervisor, compensatory time off may be chosen in lieu of actual payment.

Compensatory time may be taken by Classified Bargaining Unit Members as time off in units of one-half (1/2) hour or more increments with the approval of a supervisor within the department.

When a Classified Bargaining Unit Member is required to render service on a non-workday or, if recalled to work on the same day he/she has previously completed a work assignment of eight (8) hours in duration, the Classified Bargaining Unit Member shall be compensated for a minimum of two (2) hours, but not for less than the actual number of hours worked.

The District will develop procedures for the equitable distribution of overtime within departments or site work groups provided that:

1. Classified Bargaining Unit Member must be in the same job classification and work group.
2. A rotational list shall be established based on seniority within a department, site or work group to which the Classified Bargaining Unit Member is assigned.
3. Overtime shall be assigned by the rotation list indicated in item 2 above except when specific skills, efficiency, confidentiality or specific project completion require overtime assignment out of rotation.
4. Classified Bargaining Unit Member shall have the right to either accept or decline voluntary overtime in rotational order.

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5. If a Classified Bargaining Unit Member declines voluntary overtime when offered on a rotational basis, the Classified Bargaining Unit Member shall have been determined to waive access to overtime equalization for that incident.

6. The District will agree to consult with the Union on concerns or procedures prior to the implementation of overtime equalization in any department or site. The District reserves final right to implement overtime equalization or procedures after such consultation with the union.

~~TEMPORARY EXTRA ASSIGNMENTS~~ Temporary Extra Assignments

Temporary extra assignments are defined as extra hours within an employee's same workday which may be assigned by the supervisor to the employee to perform work over and above the normal daily workload. The District will offer available temporary extra assignments to intra-work area qualified employees on a rotational seniority basis.

Only Classified Bargaining Unit Members able to perform the work without conflicting/overlapping hours of regular work may be considered to serve in temporary extra assignments, provided that the assignments will not put employees into an overtime status, substitute work or additional assignment.

~~COMPENSATORY TIME~~ Compensatory Time

will be given fair consideration for compensatory time on a rotational seniority basis subject to the same overtime rules 1-6 and pursuant to the following provisions:

Qualified, intra-work area Classified Bargaining Unit Members will be given fair consideration for compensatory time on a rotational seniority basis subject to the same overtime rules 1-6 and pursuant to the following provisions:

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1. At the discretion of the department supervisor and at the request of the Classified Bargaining Unit Member, compensatory time may be provided in lieu of overtime at the rate of 1½ times the regular rate for service beyond eight (8) hours per day or beyond forty (40) hours per week. Classified Bargaining Unit Members who work a modified workweek shall be exempted from this provision except where the work exceeds the normal hours of their work day or work week [e.g., Classified Bargaining Unit Members who work a 4/10 workweek shall receive compensatory time after ten (10) hours per day or forty (40) hours per week].

2. Utilization of compensatory time shall not be disruptive to the overall efficient operation of the various departments. The Classified Bargaining Union member shall request to utilize accrued compensatory time which shall be scheduled at the discretion of the District, and as nearly as possible, at the convenience of the Classified Bargaining Unit Member.

Compensatory time shall be taken within one (1) year after the period of overtime services rendered, and will not be eligible for a monetary payment ("cashing out") in lieu thereof. The District shall not unreasonably deny the usage of compensatory time to the detriment of the Classified Bargaining Unit Member.

~~BILINGUAL TRANSLATION/EXTRA DUTY ASSIGNMENT~~ Bilingual Translation/Extra

Duty Assignment

This program will be evaluated on an annual basis.

1. Authorization for extra duty assignment for bilingual translation/oral translation services will be permitted for full-time (8-hour) employees who are required to perform oral translation services to facilitate two-way communication processes in

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meetings involving two (2) or more persons (e.g., principal, teacher and parents), when such duties are not identified in their existing job description. Please note that bilingual translation to facilitate communication in meetings is specifically distinguished from the simple giving of information in a foreign language in a context in which the duty performed has not changed but is simply being performed through the use of a foreign language, and the duty performed is identified in the existing job description.

2. After asking for volunteers from among full-time Classified Bargaining Unit Members at the sites, Classified Bargaining Unit Members will be nominated for the bilingual translation extra-duty assignment authorization by the principal or department head on the basis of the following criterion: 1) level of need for unscheduled translation services; 2) feasibility of assignment of these duties given consideration of employee's availability and other duties; 3) principal's informal assessment of language fluency; and 4) the employee is willing to accept this assignment.

3. Before recommending authorization of the extra-duty assignment to the Board of Education, Classified Bargaining Unit Members will be required to successfully complete a performance assessment of oral translation skills administered by the Human Resources Office.

4. Full-time Classified Bargaining Unit Members who are authorized for the extra duty assignment of oral translator will keep a translation timesheet log identifying hours expended translating in meetings to facilitate two-way communication. Whenever a Classified Bargaining Unit Member is required to provide translation under the terms of this agreement, the Classified Bargaining Unit Member will be compensated for a minimum of one (1) hour of translation services per incident. Therefore, the minimum

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time recorded on the timesheet will be one (1) hour. However, in no event shall anyone be paid for more than one (1) incident per hour nor more than eight (8) hours per day.

5. All hours identified on the timesheet will be compensated at a rate of six dollars (\$6.00) per hour bonus payment (in addition to the Classified Bargaining Unit Member's regular hourly rate).

6. The District will reserve the right to limit the number of persons allocated to a site or department who may be authorized for this extra-duty assignment in accordance with this Article.

BILINGUAL LANGUAGE USAGE PAY Bilingual Language Usage Pay


When a Classified Bargaining Unit Member with less than eight (8) hours per day is utilized for their second language capabilities in a two (2)-way oral communication meeting and is not given an opportunity to make-up his/her time, he/she shall be compensated at an additional rate of six dollars (\$6.00) per hour bonus payment (in addition to the Classified Bargaining Unit Member's regular hourly rate), provided that such performance is not a duty identified in their current job description.

DATED: 2/5/2021

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