

TENTATIVE AGREEMENT
BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
AFSCME LOCAL 101

September 10, 2024

ARTICLE 8000 - HOURS OF WORK AND OVERTIME

8100 Hours of Work

8110 Full time employment shall consist of a forty (40) hour work week.

8120 Daily hours of work (or shifts) for employees shall be assigned as required to meet the operational requirements of San José Unified and are a condition of employment. Employees shall not be arbitrarily reassigned from one work shift to another. When a permanent change in work shift is necessary, San José Unified shall notify the employee in writing at least ten calendar days prior to the change. When a temporary change in shift is necessary, San José Unified shall notify the employee in writing at least three working days prior to the change.

8130 The basic assignment for all full time employees is eight (8) hours per day, not including lunch period, five days per week. A normal work week for employees is Monday through Friday, excluding present classifications which presently work a different work week and assignments which may be made based upon emergency conditions or specific program needs. San José Unified agrees to meet and consult with AFSCME prior to making a change related to specific program needs.

8140 Alternate Work Schedule: A ten (10) hour day, forty (40) hour/four (4) consecutive day work week may be established by San José Unified provided that the establishment of such a work week has the concurrence of the concerned employee.

8141 Once such a schedule has been established, it shall not be changed without prior negotiations with AFSCME. If resolution has not been achieved by 30 calendar days after negotiations have begun, San José Unified shall be allowed to proceed with its schedule change.

8150 Monthly compensation shall be based on a forty (40) hour work week and no authorization may be made for an employee to work less than said forty (40) hours without proportionate decrease in compensation.

8160 Flexible Work Schedules: At the request of an employee, he/she shall be allowed to vary his/her beginning and ending times with supervisor approval.

8200 Rest Periods

8210 All bargaining unit employees shall be granted a fifteen (15) minute break during every four (4) hour period or major portion of every four (4) hour period worked. These rest periods, if possible, shall be in the middle of each work period. Authorized rest periods are counted as hours worked for which there is no deduction from wages.

8211 Rest period shall normally be taken as close to the middle of the work period as possible, except that, with supervisor approval rest periods may be taken at the beginning or end of a work period.

8300 Meal Period

8310 An employee whose work period is more than five (5) hours shall be granted a meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the immediate supervisor and the employee.

8320 Employees shall be entitled to an unpaid, duty-free meal period except when required or permitted by the posting, job description or in the case of an emergency designated by the supervisor.

8330 Any employee who consents or is required to work during a lunch period will be paid at his/her appropriate rate of pay for such service.

8400 Part-Time Employment

8410 Except as otherwise provided herein, a daily work schedule of less than the number of hours of full time employment shall be considered part-time regular service, and the actual compensation therefore shall be determined by the relation that the actual number of hours of service bears to the number of hours required in full time employment. All other benefits related to the regular classified service shall be prorated as specified in this Agreement or as required by law.

8500 Fringe Benefit Adjustments

8510 A classified employee who works 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 fringe benefits on a properly prorated basis.

8520 Assignments in excess of regular part-time assignments shall be made on the basis of the needs of the program and shall not be made on the employee's eligibility for additional fringe benefits.

8600 Overtime

8610 When any classified employee working a basic assignment as specified in Article 8130 is required to work more than eight (8) hours in one day or forty (40) hours in a workweek, the employee shall be paid compensation for such work at one and one-half (1-1/2) times the normal rate of pay. If the employee is required to work more than twelve (12) hours in one day (workday), or more than eight (8) hours on any seventh (7th) day in a workweek, the employee shall be paid compensation for such work at twice the regular rate of pay.

8611 Alternative Work Schedule Overtime: If the employee works four (4) days with ten (10) hour days, the employee shall be paid compensation for such work at one and one-half (1-1/2) times the normal rate of pay if required to work more than ten (10) hours in one day or forty (40) hours in a workweek. If the employee is required to work more than twelve (12) hours in one day (workday) or more than the eighth (8th) hour of a day that is not consistent with the employee's regularly scheduled workweek, the employee shall be paid compensation for such work at twice the regular rate of pay.

8612 Compensatory Time Off

In lieu of overtime pay, employees shall be entitled to compensatory time off at the rate of one and one-half times the amount of overtime actually worked, with prior written authorization from their supervisor.

The maximum accrual of compensatory time off for 12 month employees shall be 120 hours and pro-rated for less than 12 month employees. Compensatory time off must be taken within the fiscal year it is earned.

If San José Unified denies the employee the opportunity to take accrued compensatory time off, the employee shall be paid for such accrued compensatory time off.

8620 When any classified employee is required to work on any declared holiday, he/she shall be paid the normal compensation for the holiday plus one and one-half (1-1/2) times the normal rate of pay for such work.

8630 All overtime work, except in the case of immediate emergency, shall be performed only with the prior permission of the appropriate supervisor.

8640 Overtime for employees shall be offered on an evenly rotated basis among unit members in the same classification located at the department work site where overtime is to be performed. Overtime at department work sites shall be evenly rotated among employees currently assigned to that department work site first in the same classification.

If no employee assigned to that department work site in the classification in which

overtime is being offered accepts the overtime assignment, it shall be offered to other employees in the unit in the same classification who are not located at the work site and shall be administered by the departments in accordance with departmental overtime guidelines. This section does not apply to home-to-school transportation.

8641 Overtime assignments resulting from requests for the use of San José Unified facilities by outside parties may involve the performance of San José Unified work. However, such San José Unified work must be in the area of the overtime assignment and must be approved by the Departmental Supervisor or a designee prior to the assignment.

8642 To be eligible for overtime assignments as stipulated in Section 8640, unit members shall notify their Departmental Supervisor in writing to be placed on the list of employees requesting overtime assignments.

8643 San José Unified reserves the right to deviate from the rotation in the event of an emergency or specialized requirements (i.e., special skills and experience) of an assignment.

8644 Employees with less than an overall satisfactory evaluation shall not be eligible for overtime work until satisfactory ratings are achieved.

8700 Call Back

When any employee is called back to work after completion of his/her regular workday or regular work week with less than twenty-four (24) hours notice, he/she shall be compensated at the appropriate rate for at least four (4) hours of work, irrespective of the actual time less than that required to work.

8710 When an employee is provided with more than twenty-four (24) hours notice of an opportunity for an extra-duty assignment, such assignment shall be compensated at the appropriate rate of pay for actual time worked.

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Date: 9/10/2024

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