

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

1.0 All employees are expected to be on duty at their assigned locations on time and to remain on duty until the end of their workday.

2.0 Workweek: A "workweek" shall consist of forty (40) hours within a fixed and regularly recurring seven (7) consecutive day period.

3.0 Workday: A "workday" shall mean any regularly assigned work period within a fixed twenty-four (24) hour period. A regular workday generally may be either ten (10) hours exclusive of a meal period, in which case the regular workweek shall consist of four (4) consecutive workdays, or eight (8) hours exclusive of a meal period, in which case the regular workweek shall consist of five (5) consecutive workdays. Periodically, the District may assign employees to shifts of varying lengths.

4.0 Overtime: One-and-one-half (1½) times the employee's regular rate of pay shall be paid to the employee for actual hours worked under the following circumstances:

- a. For all hours worked in excess of forty (40) hours in any workweek.
- b. When the employee is called back to duty after completion of his/her regularly scheduled assignment and after leaving the work location, or the employee is called back on his/her regularly scheduled day off provided, however, that an employee on call back shall receive a minimum of two (2) hours call back pay at his/her overtime rate.
- c. For all hours worked on a day recognized as a holiday under this Agreement in addition to holiday pay under Article XV.

5.0 Court Appearances: Required court appearances in connection with the employee's duties which occur on any day the employee is not scheduled to work shall be deemed to be four (4) hours irrespective of the actual hours involved. Each employee shall receive four (4) hours overtime pay for such duty-related court appearance(s) which occur on any day the employee is not scheduled to work.

5.1 In lieu of overtime pay, the hours spent in court appearances of four (4) hours or more during off-duty time, may, by mutual agreement, be applied toward the employee's next regularly scheduled shift commencing within

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24 hours from the conclusion of the court appearance, at the rate of one-and-one-half (1½) times the actual hours spent in court, up to a maximum of ten (10) hours.

6.0 Stand-by Time: A stand-by assignment is when an employee is assigned by an authorized supervisor or his designee to be available for a work assignment or court appearance on an on-call basis during a specified off-duty period of time. Employees placed on stand-by must be able to be reached at any time during the stand-by period at a designated telephone number. An employee placed on stand-by shall be paid two (2) hours at his/her overtime rate for each eight hours of stand-by time. In lieu of a stand-by assignment and subject to the approval of the Chief or his designee, the employee may request and be assigned to a full shift of duty.

### 7.0 Compensatory Time

a. At the discretion of the District, compensatory time off may be granted in lieu of overtime pay at the rate of one-and-one-half (1½) hours for each overtime hour worked, provided that such time off is taken within the time period allowed by applicable State and Federal law.

b. For sworn personnel only, one hundred thirty (130) hours of overtime each annual period beginning July 1 and ending June 30 of the following year, shall be allowed as compensatory time off at the rate of each hour of overtime equaling one and one-half (1½) hours regular time off, provided, however, that employees who do not want compensatory time off may elect to receive regular overtime pay. The maximum number of overtime hours which can be earned as compensatory time off shall be one hundred thirty (130) hours in any one annual period. Employees shall be allowed to use earned compensatory time off in conjunction with scheduled vacations, holidays, or at other times where such use would not unduly disrupt work schedules. However, the District retains the right to schedule the use of compensatory time off so as not to interfere with the operation of the work unit. Granting and/or scheduling use of compensatory time off shall not be done on an arbitrary or discriminatory basis. Any compensatory time accrued but unused during each annual period shall be paid to the employee as a cash payment (subject to the legally required deductions and not less than the hourly rate at which earned) following the end of each annual period, upon leaving a bargaining unit class, or upon retirement or separation from District employment if earlier. Such cash payment shall be at the hourly rate in effect during the pay period in which it is paid. If the employee promotes out of the bargaining unit, the cash payment will be paid at the rate of the bargaining unit position last occupied. End-of-year cash payments of earned compensatory time off shall be made in the 04 pay period.

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### 8.0 Training Assignments and Firearms Qualifications:

a. Peace Officers Standards and Training (P.O.S.T.) Required Training: If P.O.S.T. required training cannot reasonably be scheduled during an employee's regular work hours, without undue disruption of the employee's basic assignment, such employee may be required to attend up to twenty-four (24) hours per year of P.O.S.T. required training during his/her off-duty time. Each such employee shall be paid for attendance at the appropriate rate (either straight time or overtime). The dates and time of the required training shall be at the discretion of the District.

b. Firearms Qualifications: Overtime shall not be paid for time spent by an employee in order to comply with the District's firearms qualification requirements. Any employee qualified during his off-duty hours shall receive compensatory time on an hour-for-hour basis not to exceed three (3) hours.

9.0 Meal Period for Resident Officers: Resident officers shall be entitled to a one-half ( $\frac{1}{2}$ ) hour duty-free meal period, provided that it shall not be scheduled during the first or last hour of the assignment. The actual time of the meal period shall be arranged between the officer and the site administrator. If a duty-free meal period is not provided as set forth herein, the time shall be considered as time worked.