

# **ARTICLE 8: WORK HOURS AND PAY RATES** **~~PLACEMENT / ADVANCEMENT ON SALARY~~** **~~SCHEDULE / COMPENSATION~~**

## **A. Work Calendar**

**1. The District shall provide the Association with the adopted school year calendar and the work calendars for employee classifications within fourteen (14) days after each calendar is finalized.**

**2.** The District retains the right and authority to change the days on which school shall be held and make other adjustments to the calendar as may be required. In the event adjustments are made to said calendar, the salary of classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the classified employees' daily rate under said salary schedule. The District shall notify the Association of any intended calendar changes that will exceed **five (5)** days of increase or reduction before implementation. Increases or reductions to the calendar that exceeds **five (5)** days shall not be implemented without first providing the association an opportunity for input.

**3. Exempt Employees** *[moved to section F]*

**a.** B. Exempt employees assigned a work calendar fewer than **two hundred sixty (260)** days per year will be paid per diem (**prorated for partial days**) for any additional days worked (not traded) beyond the start or the end of their work calendar **or on a designated holiday** and at the direction of their supervisor.

**b.** ~~Exempt employees are exempt from rest and meal period requirements and are expected to work a minimum of forty (40) hours per week (eight (8) hours per day, five (5) days per week) or per their assigned schedule. They are not eligible for additional compensation or flex time for work beyond scheduled hours, except for work on designated holidays as defined in Article 16.~~

**c.** ~~Exempt employees shall track all absences during their scheduled workweek and use available paid leave for any absence exceeding two hours, including the initial two hours.~~

**d.** ~~With prior supervisor approval, schedules may be adjusted in exceptional cases (such as working a weekend day and taking a subsequent day off).~~

## **B. ~~C.~~ Step Placement**

The District will establish the beginning step placement for newly hired employees on the

current salary schedule. The following criteria will be taken into consideration: years of relevant experience, education and training.

~~The District and the Association agree that the placement of newly created positions and existing positions on the salary schedule shall be determined primarily by means of a position review process. The employee or supervisor may initiate the review process by filing an application with the Human Resource Department. The Position Review Committee will meet as needed throughout the year. The OSEA Field Representative and Chapter President will be notified of all newly created positions as well as plans to significantly modify existing positions where a change in salary placement is expected. The above OSEA representatives will review the results of all outcomes before implementation. At OSEA's request, the District and OSEA will meet to discuss any perceived discrepancies and to reach mutual agreement on appropriate placement.~~

### **C. ~~D.~~ Advancement on the Salary Schedule**

Each eligible classified employee who has been in a paid status a minimum of ~~75~~ **seventy-five** percent (**75%**) of the scheduled work year during the immediately preceding school year, shall be advanced one step on the appropriate salary schedule. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule. Exceptions to the minimum number of days required for advancement on the salary schedule may be made at the discretion of the **designated Human Resources administrator** Administrator of Classified Personnel.

### **D. Position Placement and Review**

#### **1. New Positions**

**Salary placement of newly created positions or positions that undergo a substantive change in duties will be determined by the District and shared with the Association prior to implementation. The Association will have fourteen (14) days to request in writing to bargain the salary placement.**

#### **2. Position Review**

**a. In the event an employee believes they are permanently or regularly performing the duties and responsibilities of an existing position in the bargaining unit that is higher in classification or compensation, the employee may submit a written request for reclassification to the designated Human Resources administrator. The request shall state the employee's current classification, the classification in which the employee believes they should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them. An employee may make no more than one such request per year. The Position Review Committee will make an effort to meet to consider such requests within twenty (20) business days of the date the request was made.**

**b. If it is determined that a change in classification is justified, the District will**

**either reclassify the position or restructure the work assignment to comply with the existing classification.**

- c. In the event that a position is reclassified, the rate of pay shall be determined based on the employee's qualifications and years of service. The effective date for any salary change shall be the first day of the month following the approval of the reclassification.**

## **E. Change in Position**

- 1.** When a classified employee ~~changes~~ **applies for and is hired to a different** position, or has a position added outside of their current position and salary schedule, (e.g. Support Services, Custodial, Food Services), ~~and the change is considered by the District to be a promotion,~~ salary placement will be based on the current job description of the new position and determined by the number of years of experience and relevant education/training.
- 2.** When an employee is placed in the same job title, for non-disciplinary reasons, whether through transfer, application or hours added, the employees shall maintain their current salary placement.

~~When an employee has a position added and it is a lesser position as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.~~

- 3. 2.** Except in the case of layoff and bumping, the District will not make unilateral, non-disciplinary demotions that result in lower pay.
- 4. 3.** If a transfer to a lower position is disciplinary as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.

## **F. Exempt Employees**

- 1. B.** *Exempt employees assigned a work calendar fewer than two hundred sixty (260) days per year will be paid per diem (prorated for partial days) for any additional days worked (not traded) beyond the start or the end of their work calendar or on a designated holiday and at the direction of their supervisor.*
- 2.** **Exempt employees are exempt from rest and meal period requirements and are expected to work a minimum of forty (40) hours per week (eight (8) hours per day, five (5) days per week) or per their assigned schedule. They are not eligible for additional compensation or flex time for work beyond scheduled hours, except for**

work on designated holidays as defined in Article 16.

3. Exempt employees shall track all absences during their scheduled workweek and use available paid leave for any absence exceeding two (2) hours, including the initial two hours.
4. With prior supervisor approval, schedules may be adjusted in exceptional cases (such as working a weekend day and taking a subsequent day off).

**G. ~~F.~~ Workplace Closure or Delayed Start Due to Inclement Weather or Natural Disaster**

**1. Workplace Closure**

When the District determines schools are to be closed for reasons such as inclement weather, classified employees will report and be compensated as follows:

- a. The District will designate an essential crew list of staff who are expected to report to work during all workplace closures unless there is an announcement to the contrary. The essential crew list will be identified no later than October 15 of each year, and may be amended during the year if needed. The previous year's list will remain in effect until the updated list is identified each fall. Supervisors may call in any additional staff members as needed.
- b. Classified employees (including exempt employees) who are required to report to work in person will receive extra compensation for work performed during the closure period, per the Call Back Chart in Section 8.I.2.
- c. Non-school-based classified employees in a position approved for telework will work remotely if they are practically able to do so and will be paid their normal daily rate for the hours they work.
- d. School based employees who are not required to work will be paid their normal daily rate for the hours they were scheduled to work.
- e. If the District adjusts the school calendar to make up for the missed days, employees who were paid but not required to work on the weather closure day will work the additional days without further compensation.
- f. Timesheet-based part-time employees will be paid only for actual time worked on closure days and makeup days.

**2. Delayed Start**

- a. When the school start time is delayed for reasons such as inclement weather, classified employees are required to report to work as close to their regular

starting time as they are able to do so safely.

- b. Employees' pay will not be reduced and charges will not be made to leave balances if the employee reports to work no later than two (2) hours after their regularly scheduled reporting time. Timesheet-based part-time employees will be paid only for actual time worked.**

### **3. Employees on Leave**

**When the District closes due to inclement weather or other emergency conditions, planned sick leave or personal time off will not be deducted with the exception of staff who are on extended leave of ten (10) or more consecutive work days.**

~~If the District determines schools are to be closed to students but not to all staff, then classified employees report, and/or complete their designated shift. If employees are unable to report, or must leave early, then available Personal Time Off leave may be used. Staff called in during delay will be paid a stipend of \$40 per occurrence.~~

~~If the District determines schools and offices are to be closed to both students and staff, classified employees who are scheduled to work will be paid their normal daily rate for the duration of the closure. If the District chooses to adjust the school calendar to make up for the missed days, employees may be expected to work the additional days without further compensation. If an employee was unpaid during a closure but is expected to work any make up days, the employee will be paid at **their** his/her regular rate of pay for any additional days/hours worked. A regular day is defined as the number of contract hours on the employee's salary notice. A District-designated crew will report or remain on duty as needed by the District. The designated crew will be compensated at double time for work performed during the closure period. See call back chart. (Article 8.H)~~

### **G. Normal Work Hours** *[moved to section H.2, Flex Time]*

~~Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need unless the change is permanent or part of a flex time arrangement.~~

### **H. Overtime Pay, Compensatory Time, and Flex Time**

#### **1. Overtime General Provisions:**

- a. Overtime will be scheduled and approved by the District when it determines such work is needed, and will be paid in accordance with applicable laws at the rate of time-and-one-half based on the pay rate for the position in which the extra time was worked outside of the employee's regular schedule.**

- b.** Employees must have prior approval from their manager before working overtime.
- c.** When budgeted funds are not available, the employer may compensate employees with compensatory time rather than overtime pay. Prior to the performance of the work, the employer will stipulate whether the work will be compensated by overtime pay or by compensatory time.
- d.** The work week for purposes of calculating overtime pay and compensatory time commences at 12:00+ a.m. Monday and ends at ~~12-midnight~~ **11:59 pm** on Sunday. Overtime will be paid or compensatory time will be accrued for any work performed in excess of a forty (40) hour work week at a rate of time-and-one-half. When a holiday or vacation day falls within a work week, overtime/compensatory time will be paid/accrued on a basis of time paid rather than time worked.

**2. Flex Time Provisions:**

- a. Flex time is defined as shifting hours worked within a work week, not exceeding forty (40) hours, such as working six (6) hours on one day and ten (10) hours on another day within the same week, or working the usual number of hours in a day with a different start and end time.**
- b. Employees or supervisors may request, in writing, to flex the employee's schedule on a short-term basis, not to exceed one business week, for any reason. ~~The district may require an employee to flex their schedule with at least forty-eight (48) hours' notice; Schedules will only be flexed upon mutual agreement between the employee and the supervisor and this will not reduce the total assigned hours of the employee. Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need unless the change is permanent or part of a flex time arrangement. In lieu of flex time, the employee may be required to work overtime.~~**

**3. Compensatory Time**

- a. Compensatory time is defined as time accrued in lieu of additional pay when an employee works more than their usual number of hours.**
- b. Additional work that does not exceed forty (40) hours in a week will accrue compensatory time at the actual rate of hours worked. Additional work beyond forty (40) hours in a week will accrue compensatory time at the rate of one-and-a-half times the number of overtime hours worked.**
- c.** The use of accrued compensatory time shall be mutually agreed upon by the employee and supervisor. Employees shall be permitted to use accrued compensatory time with prior approval from the supervisor provided the requested dates are not disruptive to the operation of the District.
- d.** Compensatory time balances may not exceed eighty (80) hours of actual time worked

at any time during the year. Any compensatory time balances in excess of eighty (80) hours will either need to be paid for by the District or a plan will be developed by the supervisor and employee to use the excess hours over the next thirty (30) days. ~~All~~ **Any additional** overtime work when in excess of eighty (80) hours **of accrued compensatory time** will be paid at the overtime rate.

- e. **Compensatory** time may be used in increments of a quarter-hour up to a full work day. ~~Departments/Schools shall schedule employees for a minimum of two (2) hours.~~

**I. Call Back Compensation**

**1. Call Back Compensation Provisions:**

- a. Employees called in to work on a scheduled holiday must report for work, but shall be paid for such work at their regular rate of pay in addition to their holiday pay.
- b. An employee who has completed **their** his/her regular working day and is ~~scheduled to work or~~ called back to work in person more than thirty (30) minutes after the completion of **their** his/her shift shall be compensated a minimum of two (2) hours at the rate listed on the chart below. **This does not apply to work scheduled in advance.**
- c. An employee who is called back to work and can perform such work remotely shall be paid for the actual time worked for a minimum of thirty (30) minutes.
- d. All ~~NS~~ **Nutrition Services** personnel shall be paid time-and-a-half for all hours worked when scheduled by the District to return to the school building after regular working hours to work during **special events** ~~extracurricular activities~~. **This does not apply to work hours for district nutrition services programs outside the regular school day.**

~~Flex Time Provisions: Employees or supervisors may request, in writing, to flex the employee's schedule on a short term basis, not to exceed one business week, for any reason. Schedules will only be flexed upon mutual agreement between the employee and the supervisor and will not reduce the total assigned hours of the employee. In lieu of flex time, the employee may be required to work overtime.~~

**2. Call Back Chart**

Call Back	Compensation
Contract Day	The employee will be paid time-and-a-half for a minimum of two (2) hours or time-and-a-half for actual hours worked, whichever is greater.
Non-Contract Day	The employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at

<p>Paid Holiday or  Unscheduled Closure</p>	<p>time-and-a-half.</p> <p><del>In addition to being paid straight time for the holiday or unscheduled closure, the employee will be paid straight time</del> <b><u>When a classified employee (including an exempt employee) is required by the District to report in person during a holiday or unscheduled closure, in addition to being paid their regular (straight-time) hourly rate for the holiday or closure, the employee will be paid an additional amount equal to their hourly rate of pay for all hours worked,</u></b> for a minimum of two (2) hours or actual time worked, whichever is greater.</p> <p>Any hours <del>paid in excess of</del> <b><u>worked on the holiday or unscheduled closure that cause a non-exempt employee to exceed</u></b> forty (40) <b><u>actual hours worked in the workweek</u></b> will be compensated at <b><u>double time instead of</u></b> time-and-a-half.</p>
<p>Remote Work</p>	<p>The employee will be paid for actual time worked at a rate of time-and-a-half for a minimum of thirty (30) minutes.</p> <p>Any hours paid in excess of forty (40) will be compensated at time-and-a-half.</p>

**J. Attendance at Required Workshops**

- 1.** Where the District requires classified employees to attend workshops, seminars, conferences, courses, or other training sessions, employees will be compensated as follows:
  - a.** The District will not deduct pay for the time spent in required ~~classes~~ **courses**, workshops, seminars or conferences during the hours normally worked by the classified employee.
  - b.** The District will compensate at the employee’s regular straight time hourly rate for all hours spent by the employee in actual attendance at the specific function required. Maximum pay for a full day spent at a conference is normally limited to eight (8) hours unless the required activity takes place after completion by the employee of a full day’s work on ~~his/her~~ **their** regular job. Where such hours exceed forty (40) in one week, the District will pay such hours spent in the required activity at the rate of time and one-half the employee’s regular straight time hourly rate or instead grant compensatory time off during the remainder of the employee’s pay period.
- 2.** When a particular license, certification, permit or credential is required of an employee as a prerequisite to employment in a particular position, the employee will not be compensated for time spent in attending workshops, seminars, conferences, courses, or other training sessions which are required to meet or renew such qualifications when the employee has voluntarily accepted such position. The employee may apply for tuition

reimbursement for the costs of such training under provisions of Article 20.

#### K. Mileage Allowance for Personal Vehicles

1. The District shall reimburse any classified employee for all authorized miles driven on behalf of the District required either as part of ~~his/her~~ **their** regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District's form and subject to the prior approval of the employee's supervisor.
2. The employee assumes all liability including:
  - Loss or theft of personal property;
  - Damage to themselves and/or ~~his/her~~ **their** passenger; and
  - Damage to the vehicle.
3. Authorized mileage shall be reimbursed **based on the District's mileage chart or, if not listed, at the actual miles driven or as provided below** at the rate established by the Board. Reimbursement shall not be made for miles driving to and from the employee's residence:
  - a. In-District: When requested, mileage will be reimbursed from one worksite to another worksite. *Reimbursement shall not be made for miles driving to and from the employee's residence.*
  - b. Out-of-District: **When mileage reimbursement is requested for required travel to and from out-of-district locations and the employee travels directly from home,** ~~When requested,~~ mileage will be reimbursed **for the distance** from ~~home or the employee's~~ regular worksite **or their home,** (whichever is less).
  - c. *Authorized mileage shall be reimbursed at the rate established by the IRS Board.* Mileage expenses should be submitted after at least **ten dollars** (~~\$10-00~~) of expenses have accumulated or in the month of June to close out the fiscal year.

#### ~~K. Reimbursement for Personal Property Damage [moved to Article 14]~~

~~The District shall reimburse employees for the reasonable cost, as determined by the District, of personal property damaged as a direct result of a serious altercation with a student. **The District shall reimburse employees for the reasonable cost up to three hundred fifty dollars (\$350) of personal property that is damaged or destroyed as a direct result of actions taken against their person or acts of property destruction in the course of the employee acting in the discharge of their duties within the scope of their employment. This language shall not be construed as pertaining to accidental damage.**~~

#### L. Working Out of Classification

When an employee from a lower classification is assigned to perform the duties of an absent employee **or vacant position**, other than covering for lunches or breaks, the employee working out of classification will be paid their current wage plus four dollars **(\$4)** an hour for all work performed beyond four **(4)** hours in that position **during that work week**. To be eligible for payment, the employee must submit documentation on an exception ~~time sheet~~ **timesheet** before the cut-off date for the current or next payroll period.

#### M. Summer Break Work

Qualified regular less-than-12-month employees may request temporary employment with the District during the summer break. ~~If hired, employees who work in the same capacity as their regular position shall receive their regular rate of pay for summer work. If an employee is hired to work in a capacity other than his/her~~ **their normal position**, ~~t~~**The employee shall be paid substitute pay the summer rate established by the District for the job he/she is they are** working. **The District will consider any previous positions and experience within BSD for those working outside their current position.** The District will provide summer pay rates in writing for each summer ~~school~~ position prior to filling those positions.

#### N. Remote Work

Certain classifications/positions as identified by the district have the ability to work from home, and when this opportunity arises employees in those classifications may request **to** work from home via district policy on ~~T~~**telework**. This policy may be jointly reviewed by the District and the Association once per year upon request of either party in order to assure that the policy is functioning as intended.