

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 Hours of Work (Excludes Units 3, 17, and 21)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days' but in no case less than fifteen (15) calendar days' notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in the employee's workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or
 - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employees work product, and for meeting the objectives of the agency for which the employees work. Following is the State's policy for all employees exempt/excluded from the FLSA:

 - 1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;

2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish the employee's assignments or fulfill the employee's responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA - exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to the employee's scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted;
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive workload or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA - exempt/excluded employees may alter the employee's work hours. Employees are responsible for keeping management apprised of the employee's schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.1.3 Hours of Work (Unit 3)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days' notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in the employee's workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or
 - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employees work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

 - 1. Management determines, consistent with the current Contract, the products, services, and standards which must be met by FLSA - exempt/excluded employees;

2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish the employee's assignments or fulfill the employee's responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to the employee's scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

For Unit 3 employees: Partial day absences for medical appointments should be scheduled during non-student contact time when it is feasible. Requests for partial day absences for medical appointments during student contact time shall be considered by management on a case-by-case basis. Upon employee request, management shall provide the employee with a detailed written explanation within two (2) business days of the denial.

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;

8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter the employee's work hours. Employees are responsible for keeping management apprised of the employee's schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.1.17 Hours of Work (Unit 17)

The regular work week of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Work weeks and work days of a different number of hours may be scheduled by the State in order to meet the varying needs of the State.

19.1.21 Hours of Work (Unit 21)

- A. Employees in Work Week Group (WWG) 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:
 1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
 2. Compensating time off shall be authorized at one and one-half (1½) hours for each overtime hour worked.
 3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to

employees at different times and may even be different for employees in the same or similar situations.

- C. Notwithstanding any other provision of the MOU, for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensated time off, or any other leave shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime.
- D. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.41 of Title 29 of the Code of Federal Regulations.
- E. No employee in a classification assigned to WWG E shall have the employee's salary reduced (docked) for absences of less than an entire day.

19.2 Overtime (Excludes Units 17 and 21)

- A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
 - 1. Ordered overtime of at least fifteen (15) minutes at any one time;
 - 2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, or compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave or subpoenaed witness leave under the provisions in paragraph E below, shall be included for the

purpose of computing cash or compensating time off for overtime.

- C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- E. Before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition, management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort. As a last resort, and in order to meet required staffing needs, if an employee in Bargaining Units 4, 11, 14, 15 or 20 is mandated to work overtime in the same week in which the employee used approved leave then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.
- F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

- G. CTO for employees shall be earned on a one and one-half (1½) time basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.
- I. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2, and 3 below.
 - 1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
 - 2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of the employee's normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who

voluntarily choose to travel outside the employee's normal work hours.

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

19.2.17 Overtime (Unit 17)

- A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.
- B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave, subpoenaed witness leave, or under the provisions listed in paragraph J below shall be included for the purpose of computing cash or compensating time off for overtime.
- C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.
- D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1½) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.
- E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this Contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the designated supervisor for approval no later than thirty (30) minutes before the end of the employee's shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contact within thirty (30) minutes shall be

construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental policy.

- F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.
- G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.
- H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter ($\frac{1}{4}$) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- I. In the DSH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.
- J. Effective the pay period following ratification before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, the employee will earn premium

one and one half (1½) overtime compensation for hours worked over forty (40) combined leave use, other than sick leave, and hours worked in that week.

19.3 Rest Periods (Excludes Units 14, 15, 17 and 21)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of the employee's work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave the employee's work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify the employee's supervisors before leaving the employee's work area and inform them of the employee's location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may rest periods be used to "make-up" time.

19.3.11 INTENTIONALLY EXCLUDED

19.3.14 Rest Periods (Unit 14)

- A. Every employee will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a work shift unless there is an emergency or other circumstance to preclude it. The rest period shall not exceed thirty (30) minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last period of the work shift.
- B. Notwithstanding section A above, Unit 14 employees who choose and have management approval to work a straight eight (8) hour shift, may be granted one thirty (30) minute break in lieu of the two (2) breaks described in section A.

- C. An additional five (5) minute break per continuous hour of work on a computer shall be granted.

19.3.15 Rest Periods (Unit 15)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of the employee's work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave the employee's work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify the employee's supervisors before leaving the employee's work area and inform them of the employee's location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may rest periods be used to "make-up" time.
- D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take the employee's individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

19.3.17 Rest Periods (Unit 17)

- A. One (1) rest period of fifteen (15) minutes shall be scheduled by the supervisor during each four (4) hour segment worked by the employee. Employees shall be permitted to take breaks except when required to meet an unforeseen business necessity.
- B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may rest periods be used for overtime purposes.

- C. With the approval of the employee's supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

19.3.20 Rest Periods (Unit 20)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of the employee's work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave the employee's work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify the employee's supervisors before leaving the employee's work area and inform them of the employee's location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may rest periods be used to "make-up" time.

19.4 Meal Periods (Excludes Units 17 and 21)

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

19.4.17 Meal Periods (Unit 17)

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the State.
- B. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the State to perform assigned duties or remain at the employee's work station during meal periods. When employees are required to work through the employee's meal period, the State shall either adjust the employee's workweek schedule or credit the employee for the time worked.

19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

19.6.11 Seasonal Employee Work Schedules (Unit 11)

Management will endeavor to provide notice of future work schedule changes to seasonal employees before the end of the employee's work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a seasonal employee notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.

19.6.17 Show Up Time (Unit 17)

- A. The provisions of this section shall apply only to Unit 17 employees in WWG 2.
- B. An employee who shows up for work at an assigned starting time and has not been notified by the employer prior to reporting not to so report, shall be guaranteed at least four (4) hours of work or shall be paid a minimum of four (4) hours at the employee's appropriate rate of pay.

- C. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.
- D. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of the employee's shift to the notice of cancellation.

19.7.17 Report Preparation Time (Unit 17)

In twenty-four (24) hour institutions there are numerous reports required by the hospital, and/or licensing, and/or Joint Commission for Accreditation, and/or court governing agencies. Many of these reports can only be performed by the Unit 17 professional licensed staff. In the interest of allowing Unit 17 employees to do thorough and timely reports, the employee's day shall take into consideration the time necessary to complete these reports.

19.8 Flexible Work Hours (Excludes Units 17 and 21)

- A. Every department shall have a flexible work hours program which shall include flexible work hours, an alternate workweek schedule, and/or reduced workweek schedule.
 - B. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- C. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days' notice to affected employees cancel or make permanent

changes to flexible work hours, alternate work schedules, or reduced work time schedules.

D. An “alternate workweek schedule” is a fixed work schedule other than standard work hours.

“Flexible work hours” allows for the change of work schedules on a daily basis. “Reduced work time” is defined in Government Code sections 19996.20 through 19996.29.

19.8.17 Flexible Work Hours and Alternate Work Schedules (Unit 17)

A. Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees who desire to participate. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied.

At the request of the Union, the departments agree to schedule a meeting at each facility to discuss Union proposals related to flexible hours and alternate work schedules, for level of care employees. Additional meetings may be scheduled with mutual agreement.

B. “Flexible work hours” allow for the change of work schedules on a daily basis. An “alternate work schedule” is a fixed work schedule other than regular/standard work hours.

C. A regular alternate work schedule shall not exceed twelve (12) hours per work day.

D. The affected employees shall be surveyed to determine the preferred work schedule. In the instance of a twelve (12) hour day workweek schedule, the choice shall be between 6 o’clock to 6 o’clock and 7 o’clock to 7 o’clock. A simple majority vote shall determine which twelve (12) hour schedule will prevail. The State may start the shift at thirty (30) minutes to the hour. The survey shall be jointly conducted by the Union and the Department designee. A written tabulation of the results shall be submitted to the Union.

- E. Alternate work schedules include, but are not limited to four (4) consecutive ten (10) hour days (also known as “4 ten 40’s” and “9 eight 80’s”) with each week utilizing consecutive days.
- F. Any denial of requests made under this section shall be in writing. In addition, permanent changes or cancellations to flexible work hours, alternate work schedules or reduced work time schedules shall not be made without prior adequate notice of at least thirty (30) calendar days to affected employees.
- G. Upon request of the Union, departments will provide a copy of the employee’s formal written flexible work hours and alternate work schedule policies.
- H. When a department intends to either establish and/or make major modifications in the department’s existing flexible work hours and/or alternate work schedule policy, the department shall notice in accordance with section 24.1.

19.9.1 Exchange of Time Off - Multi-Shift Operations (Unit 1)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 - 1. The employees make a written request to the employee’s supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment.

The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within thirty (30) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration Article of this Contract.

19.9.4 Exchange of Time Off - Multi-Shift Operations (Unit 4)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 1. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 2. The supervisor(s) approve the exchange; and
 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.

- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same pay period.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

19.9.11 Exchange of Time Off - Multi-Shift Operations (Unit 11)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 1. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 2. The supervisor(s) approve the exchange; and
 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g.,

overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.

- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within thirty (30) days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

19.9.14 Exchange of Time Off – Multi-Shift Operations (Unit 14)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 2. The supervisor(s) approve the exchange; and
 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. Probationary employees are excluded from participating in exchanges of time off.
- E. The following special rules apply:
1. All exchanges must occur within the employee's pay period and
 2. Double shifts will be permitted, consistent with departmental practices.
- F. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- G. This section is not subject to the grievance and arbitration procedure of this Contract.

19.9.15 Exchange of Time Off - Multi-Shift Operations (Unit 15)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
1. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 2. The supervisor(s) approve the exchange; and
 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within ninety (90) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. Double shifts will be permitted, consistent with departmental practices.

- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is grievable up to Step 3, as outlined in Article 6 of this Contract, and is not subject to arbitration.

19.9.17 Exchange of Days Off (Unit 17)

- A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:
 - 1. The exchange and repayment shall occur within ninety (90) calendar days from date of approval;
 - 2. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 3. The supervisor(s) approves the exchange; and
 - 4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential) which the employee would not have otherwise received.
- B. Employees who fail to adhere to the agreed upon conditions of the exchange shall be denied subsequent requests to exchange days off.

19.9.20 Exchange of Time Off – Multi-Shift Operations (Unit 20)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided.
 - 1. The employees make a written request to the employee's supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday

credit/pay, shift differential), which the employee would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within ninety (90) calendar days from the initial exchange except for limited-term which must be completed during the same pay period.

E. Probationary employees are excluded from participating in exchanges of time off unless they have completed 6 months of limited-term status with that Department/Facility. Limited-term employees are excluded from participating in exchanges of time off for the first six months of employment.

F. Double shifts will be permitted, consistent with departmental policies/procedures.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration Article of this Contract.

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

19.11 Call Back Time

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

19.12 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.
- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the

employee's ability to work the overtime assignment(s) shall be considered.

- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

19.13.4 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 4)

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

19.13.11 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 11)

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit,

the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

19.13.14 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 14)

- A. Overtime will be distributed in class by seniority. When work in progress requires overtime on a given shift, preference shall be given to the employee or crew doing the work. If the employee or crew performing the work declines the overtime, the State shall request volunteers in class by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior employee(s) in that classification on that shift. Seniority for the purposes of this section is defined as total State service as used to calculate vacation accrual rates.
- B. The first forty (40) hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.

19.13.15 Overtime Distribution for Employees (Excluding CDCR-Adult Programs and CCHCS) (Unit 15)

- A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Departments shall establish a voluntary overtime seniority process. The voluntary overtime seniority process shall be utilized before resorting to the mandatory overtime seniority system. Whenever possible, the department shall provide employees with prior notice of overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.
- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. The department shall refrain from assigning employees mandatory overtime on the employee's regular day off (RDO) or any pre-approved time off unless all other efforts have been made to fill the overtime assignment. For the purposes of this section, an employee's RDO begins immediately after the completion of the employee's regularly scheduled work shift before the RDO (employee's Friday) and ends at the beginning of the employee's next regular scheduled work shift (employee's Monday).
- D. No Unit 15 employee shall be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a Unit 15 employee be required to work more than two

- (2) double overtime assignments within the employee's scheduled workweek, unless mutually agreed to. A double is defined as thirteen (13) or more continuous hours of work. A scheduled lunch break does not break up the continuity of the double. A Unit 15 employee shall not normally be assigned involuntary overtime on the third workday after working two (2) double shifts back-to-back.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
 - F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total State service and then by lot.
 - G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

19.13.20 Overtime Mandatory Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

- A. The Departments recognize and understand the importance of reducing mandatory overtime to Unit 20 Employees. To this end, the Department will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. A current mandatory overtime list shall either be emailed, posted on a bulletin board and/or placed in a location accessible by all Unit 20 staff. The list shall include all staff and date of last mandate. The list shall be updated daily.
- C. There shall be no mandatory overtime on an employee's Regular Day Off (RDO) or pre-approved day off (an employee's RDO begins immediately after completion of the employee's normal shift before the employee's RDO Regular Day Off (RDO) or pre-approved day off), except:
 - 1. In an emergency situation such as a natural disaster; or

2. During a state of emergency declared by the State or Federal authorities; or
 3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or
 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available.
- D. Except in cases of emergency, or planned program activity, employees shall not be required to:
1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
 2. Work in excess of sixteen (16) continuously in a forty-eight (48) hour period; or
 3. Work in excess of two (2) mandatory overtime shifts per work week.
- E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than the employee's own.
- F. Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.
- G. Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or holiday credit if staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

H. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

I. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation, in accordance with section C 1 above.

J. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

K. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

19.14.15 Overtime Distribution for Employees (CDCR - Adult Programs, CCHCS) (Unit 15)

A. In order to reduce the amount of mandatory overtime for food service employees, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments shall reduce the amount of mandatory overtime by distributing overtime among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department shall provide employees with prior notice of overtime assignments. However, the Union recognizes a department's

right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact the employee's ability to work the overtime assignment(s) shall be considered.
- C. The department shall refrain from assigning employees mandatory overtime on the employee's regular day off (RDO) or pre-approved time off unless all other efforts have been made to fill the overtime assignment. For the purposes of this section, an employee's RDO begins immediately after the completion of the employee's regularly scheduled work shift before the RDO (employee's Friday) and ends at the beginning of the employee's next regularly scheduled work shift (employee's Monday).
- D. No food service employee shall be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within the employee's scheduled workweek, unless mutually agreed to. A double is defined as thirteen (13) or more continuous hours of work. A scheduled lunch break does not break up the continuity of the double. Institutions that have overlapping shifts of 30 minutes (or less) are not exempt from this prohibition and shall not circumvent this protection by deducting the 30 minutes (or less) overlap from the total hours.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or inmate safety, and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the

classification. Ties shall be broken first by total state service and then by lot.

G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns, regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

H. The distribution of overtime for Correctional Supervising Cooks shall be completed using a voluntary/involuntary system. When management determines that overtime is necessary, it shall be offered based on the seniority of the employees available to work (for ties, see Section F. of this Article). Seniority is defined in Section F. of this Article. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section A. of this Article, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in Section A. of this Article, institutions shall afford overtime as outlined below in Sections I and J of this Article.

I. VOLUNTARY SYSTEM

Management will offer one (1) voluntary overtime opportunity to the most senior employee first, then continue to offer one (1) overtime opportunity in seniority order until all available shifts are covered or there are no employees who elect to take remaining shift(s). Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This shall be accomplished via an overtime signup sheet. Management shall offer voluntary overtime shifts from a single signup sheet to ensure all eligible employees are offered the opportunity to accept or decline a voluntary overtime shift. The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority using the single signup sheet. The log/verifying method should also include: the scheduled shift; date and time; the name of the employee that was contacted; who made the contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted). A copy of the log shall be made available at the request of an employee. When

it is alleged that a violation of this section has occurred, the Union may file a grievance directly to Step 2 of the grievance procedure outlined in Article 6 of this Contract.

J. INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management shall utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of Section C. of this Article, nor shall the employee be assigned involuntary overtime on the third workday after working two (2) double shifts back-to-back. This provision does not apply to swaps. The assignment of involuntary overtime shall be documented to track the employees that have been assigned overtime shifts. Institutions shall endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part-time BU 17 employees, and contract nursing registry, in this order. After these avenues have been exhausted, a BU 17 classification employee may be mandated to work overtime.

A. BU 17 employees (by classification) shall be assigned mandatory overtime on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 17 employees (by classification). Staff shall only be assigned a

mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall be updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification.

At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

C. The State shall refrain from assigning mandatory overtime on a BU 17 employee's RDO. For the purpose of this section, an employee's RDO begins immediately after completion of the employee's normal shift before the RDO, including any preapproved time off.

D. It is not the State's intent to mandate BU 17 employees to work mandatory overtime in classifications other than the employee's own. Consistent with that expressed intent, a BU 17 employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. (This expressed intent, however, does not preclude BU 17 employees from volunteering to work overtime in classifications other than the employee's own when it is appropriate.)

E. Management shall make every attempt not to schedule BU 17 employees:

1. More than two (2) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or

4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years.
Holidays are defined as those listed in Article 7.1.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to allow the employee to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, BU 17 employees will not be considered for mandatory overtime. Upon return to work, the BU 17 employee will return to the mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part-time BU 20 LVNs. After these avenues have been exhausted, a BU 20 LVN may be mandated to work overtime.

A. BU 20 LVNs shall be assigned mandatory overtime on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to date list, by inverse seniority of all full-time and parttime BU 20 LVNs. Staff shall only be assigned a mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification.

At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

For the purpose for mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

C. There shall be no mandatory overtime on a BU 20 LVN's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO/Preapproved day off begins immediately after completion of the employee's normal shift before the RDO/ Preapproved day off) except:

1. In an emergency situation such as a natural disaster; or
2. During a state of emergency declared by the State or Federal Authorities; or
3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employee's shift relief does not report for work or gave less than two (2) hours' notice of intent not to report for work, an employee may be mandated if no volunteer is available.

D. Management shall make every attempt not to schedule BU 20 LVNs:

1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two consecutive calendar days.
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in section 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than the employee's own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, BU 20 LVNs will not be considered for mandatory overtime. Upon return to work, the BU 20 LVN will return to the mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and has been approved to be released from duty to go home.

19.15.17 Overtime Mandatory Scheduling (Excluding CDCR) (Unit 17)

- A. The Departments recognize and understand the importance of reducing overtime to Unit 17 employees. To this end, the Departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. A current mandatory overtime list shall either be emailed or posted on a bulletin board and/or placed in a location accessible by all Unit 17 staff. The list shall include all staff and date of last mandate. The list shall be updated daily.
- C. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) or pre-approved day off, except:
 - 1. In an emergency situation such as a natural disaster; or
 - 2. During a state of emergency declared by the State or Federal authorities; or
 - 3. During an emergency situation declared by a Superintendent, Executive Director or designee; or
 - 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 - 5. When the employee's shift relief does not report for work or gave less than two (2) hours' notice of intent not to report for work, an employee may be mandated if no volunteer is available.
- D. Except in cases of emergency or planned program activity employees shall not be required to work:
 - 1. More than two (2) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or

2. In excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or
3. In excess of two (2) mandatory overtime shifts in an employee's scheduled work week; or
4. When an employee is required to work twelve (12) to sixteen (16) hours that employee shall not be mandated to work overtime the next calendar day.

E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than the employee's own.

F. Before an employee is required to work mandatory overtime, every reasonable effort will be made to find an acceptable volunteer within the program where the employee works.

G. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

Management will take into account the employee's preference.

H. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in section 7.1.

I. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation in accordance with section C 1 above.

J. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

K. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

**19.15.20 Overtime Mandatory Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services CNAs (Unit 20)**

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, and on duty full and part-time BU 20 CNAs. After these avenues have been exhausted, a BU 20 CNA may be mandated to work overtime.

A. BU 20 CNAs shall be assigned mandatory overtime on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to-date list, by inverse seniority, of all full-time and part-time BU 20 CNAs. Staff shall only be assigned a mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification. At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

1. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

C. There shall be no mandatory overtime on a BU 20 CNA's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO/ preapproved day off begins immediately after completion of the employee's normal shift before the RDO/pre-approved day off) except:

1. In an emergency situation such as a natural disaster; or
2. During a state of emergency declared by the State or Federal Authorities; or
3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employees shift relief does not report for work or gave less than two (2) hours' notice of intent not to report for work, an employee may be mandated if no volunteer is available.

D. Management shall make every attempt not to schedule BU 20 CNAs:

1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or

4. More than two (2) consecutive calendar days; or
 5. On the same holidays in two (2) consecutive years.
- Holidays are defined as those listed in section 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than the employee's own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, on a full work day absence due to sick leave*, Union leave, State release time, or any other authorized absence from the facility, BU 20 CNAs will not be considered for mandatory overtime.

Upon return to work, the BU 20 CNA will return to the mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and has been approved to be released from duty to go home.

19.16.14 Shift Changes (Unit 14)

- A. The State shall endeavor to provide employees with thirty (30) calendar days advance notice, but not less than fifteen (15) working days, of permanent changes in shift assignments, except in emergencies. Permanent shift

assignment is defined as an assignment of thirty (30) calendar days or more.

- B. The parties agree that voluntary movement between shifts is always desirable, and to the extent practicable, the filling of vacancies shall be preceded by an announcement, posted for ten (10) working days, opening the available shift for voluntary movement, before filling the position as a “new hire”.
- C. Shift changes will be assigned based on operational needs, and selection of personnel shall be based on skills and knowledge. Total in-class seniority may be used to break ties between equally qualified individuals.
- D. Shift changes required by emergency situations shall last no longer than the emergency that occasioned the change.

19.16.17 Change in Shift Assignment (Unit 17)

A. The State will attempt to provide Unit 17 employees with thirty (30) calendar days, but no less than fifteen (15) calendar days advance written notice of permanent shift changes including the reporting date of the change, shift start/stop times and regular days off (RDOs) when the change is made at other than the employee’s request. Upon written request by the employee, the department or its designee will provide the employee with a reason for the shift change in writing.

1. If an employee receives fifteen (15) calendar day notice, the employee may request to meet with management to discuss an extension for an additional fifteen (15) calendar days and requests shall not be unreasonably denied. This request shall not exceed a total of thirty (30) calendar days.

- B. Unit 17 employees wishing to change shifts within a facility or program, if employed in twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with

shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.

- C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.
- D. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.

19.16.21 Shift Change (Unit 21)

- A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule the employee's obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change the employee's shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

19.17.17 Mixed Shift Work Weeks (Unit 17)

- A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling the employee's normal forty (40) hour work week schedule.

- B. Within thirty (30) days of receiving a written request from SEIU Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these meetings.
- C. It is the intent of the State not to arbitrarily make mixed shift work weeks for punitive reasons.

19.18.17 Rescinding Approved Time Off (Unit 17)

- A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits shall not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State shall provide advance notice of such cancellation, whenever possible.
- B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.
- C. If the employee suffers a financial loss from the cancellation of vacation/annual leave, holiday time off or CTO time approved in writing, the employee may submit a California Victim Compensation Board claim for nonrefundable expenditures which can be verified. The department shall support the claim, whenever possible.

19.18.20 Rescinding Approved Time Off (Unit 20)

- A. Approval for the use of accrued compensating time off (CTO), vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.

- B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.
- C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a California Victim Compensation Board claim for nonrefundable expenditure which can be verified. The employer will support the claim.

19.19.3 Work Week Group E or SE (Unit 3)

The State of California (CalHR), employer, and Service Employees International Union, Local 1000, as the exclusive representative for Bargaining Unit 3 (Professional Educators and Librarians), agree that:

- A. In the agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Bargaining Unit 3 employees in Work Week Group 4C.
- B. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the employer changed the name of Work Week Group 4C to either E or SE.
- C. In Unit 3, all employees designated E or SE remain covered by section 19.1.3, paragraph F, regardless of E or SE designation.
- D. Section 19.1, paragraphs A through D, generally describe hours of work for State employees. However, section 19.1.3, paragraph F, Work Week Group Policy for FLSA – Exempt/Excluded Employees specifically describes the provisions of the Work Week Group designations for BU 3 specified above.

19.19.17 Work Week Group (WWG) Definitions (Unit 17)

- A. WWG "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty

(40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods.”

- B. WWG “E” includes classes that are exempted from coverage under the FLSA because of the “white-collar” (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the “salary basis” and the “duties” test. Consequently, WWG “E” applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a “salaried” basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A “salaried” employee may not receive any form of overtime compensation, whether formal or informal.
- C. WWG “SE” applies to those positions that under the FLSA are statutorily exempted, (physicians, attorneys, and teachers) from coverage.

19.19.21 Work Week Group E - Policy (FLSA-Exempt) (Unit 21)

State employees who are exempt from the FLSA are not hourly workers. The compensation employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employee’s work product, and for meeting the objectives of the agency for which the employees work.

Following is the State’s policy for all employees exempt from the FLSA:

- A. Management determines, consistent with the current MOU’s, the products, services, and standards which must be met by FLSA-exempt employees.
- B. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product or service.
- C. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
- D. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish the employee’s assignments or fulfill the employee’s responsibilities.

- E. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing the employee's work hours. Employees are responsible for keeping management apprised of the employee's schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.
- F. Consistent with the salaried nature of FLSA-exempt employees, these employees:
 - 1. Shall not be charged any paid leave for absences in less than whole day increments.
 - 2. Shall not be docked for absences of less than a day.
 - 3. Shall not be suspended for five (5) days or less when facing discipline.
 - 4. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
 - 5. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances not defined in the employee's duty statement.

19.19.21(a) Guidelines for Applying Work Week Group E Policy (Unit 21)

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and perhaps, how it is to be completed. This includes, not only, specific work and products that have

definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and the employee's availability, coupled with the other work requirements an employee has, should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of the employee's duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problem or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, they may be reached.

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees.

While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in

the office. Employees need to be aware, however, that if they are not fulfilling their obligations in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

19.20.11 Double Backs – Department of Food and Agriculture (Unit 11)

- A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.
- B. Nothing in this section precludes employees from requesting, and management from granting, double-back shifts.

19.21.11 Standby Duty – Department of Fish and Wildlife (DFW) (Unit 11)

- A. Standby duty is defined as the time that an employee is required to remain on the DFW hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to WWG 2 who reside in State-owned housing at DFW hatcheries, and are required to perform standby duty at the fish hatcheries.
 - 1. While on standby duty, employees shall receive standby compensation at the rate of two (2) hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the fifteen (15) hours of standby duty, the DFW shall prorate the compensation earned in accordance with departmental procedure.
 - 2. Where compensating time off is not practical, the appointing authority may authorize cash

compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.

3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to section 19.11 (Call Back Time).
4. Employees on any approved leave shall not be required to work standby duty.

19.21.20 Overtime Voluntary Scheduling – Excluding CDCR/CCHCS LVNs and CNAs (Unit 20)

A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.

B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

C. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

D. If no alternate assignment is available and the employee reported to work, the employee shall be paid for four (4) hours.

19.22.17 Overtime Voluntary Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listed all the known and anticipated overtime assignments.

A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding the employee's name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the

BU 17 employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.

D. Once a BU 17 employee has signed up for voluntary overtime, it is the employee's responsibility to work that position, unless the employee has given the nursing supervisor, or the employee's designee, seventy-two (72) hours' notice to enable the timely scheduling of a replacement.

E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided the employee gives the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable them to notify the Registry that the employee will not be needed for the affected position.

F. BU 17 employees may volunteer to work overtime in classifications other than the employee's own, when it is appropriate.

**19.22.20 Overtime Voluntary Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services LVNs (Unit 20)**

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining

Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service (i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc). In the event of ties, total state service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish a list of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding the employee's name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each BU 20 LVN is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave. If no alternate assignment is available and the employee reported to work, the employee shall be paid for four (4) hours.

D. Once a BU 20 LVN has signed up for voluntary overtime, it is the LVN's responsibility to work that position, unless the LVN has given the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable the timely scheduling of a replacement.

E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided the LVN gives the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable them to notify the Registry that they will not be needed for the affected position.

F. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

19.23.17 Overtime Voluntary Scheduling (Excluding CDCR) (Unit 17)

A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments by email, posting and/or placing a current VOT list in a location accessible by all Unit 17 staff.

B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime. The State shall also consider the use of intermittent, in-house registries, or float pools.

C. BU 17 employees may volunteer to work overtime in classifications other than the employee's own.

19.23.20 Overtime Voluntary Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listed all the known and anticipated overtime assignments.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority

scores will be determined by counting one point for each month of full-time BU 20 qualifying service (i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc). In the event of ties, total state service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding the employee's name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once, assuring each BU 20 CNA is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave. If no alternate assignment is available and the employee reported to work the employee shall be paid for four (4) hours.

D. Once a BU 20 CNA has signed up for voluntary overtime, it is the employee's responsibility to work that position, unless the CNA has given the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable the timely scheduling of a replacement.

E. A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided the CNA gives the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable them to notify the Registry that they will not be needed for the affected position.

F. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

19.24.17 Floating (Unit 17)

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment. Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs. Registered Nurses shall not be floated to replace a non-licensed function.

Registered Nurses shall not be floated to replace a non-RN position or function unless all other staffing efforts have been exhausted.

19.25.17 Travel Time (Unit 17)

- A. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by WWG 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.
- B. Nurse Practitioners called back to work under section 19.11 (Call Back Time) shall be provided one (1) hour compensated time off (CTO) for travel time.

19.26.17 Workweek Correctional Institutions (Unit 17)

- A. Notwithstanding any other provisions of this Article, any Unit 17 employee desiring to work an alternate number of hours during the workweek (i.e., twelve [12] hour shifts) will do so with the understanding that overtime shall be computed on a forty (40) hour work week. Hours worked in excess of the pay period due to an employee's normal work schedule will be treated as excess hours.
- B. Vacation and sick leave (or annual leave) hours will continue to be accumulated in accordance with Article 8 (Leaves).

Vacation and sick leave (or annual leave) hours used will be charged based on an employee's scheduled work shift.

- C. A maximum of eight (8) hours shall be credited for each holiday and personal holiday earned.

19.27 Special Schools Calendar (Units 3, 4, 15, 17 and 20)

A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the Special School shall notify the teachers and obtain input.

B. During the term of this Contract, the Director of State Special Schools hereby agrees that they will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by February 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within forty-five (45) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

C. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to Special School employees.

D. Time limits established in subsection B and C above can be extended by mutual agreement of both parties.

19.27.20 Overtime Distribution Task Force for Fremont Special Schools (Unit 20)

A. Upon the request of the Union, the parties shall participate in up to three (3) meetings to discuss establishing written

Overtime Distribution procedures for Bargaining Unit 20 employees at the California School for the Deaf - Fremont. Within ninety (90) days of the conclusion of these meetings, CSDF shall notice the Union on the BU 20 Overtime Distribution procedure. The Union may request to meet and confer on the BU 20 Overtime Distribution procedures.

B. The Union and State shall select up to four (4) representatives, who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending these meetings.

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Work Time Act shall have right of return to full-time employment pursuant to Government Code section 19996.24 and CalHR rule 599.836.

19.29.21 Release Time for Commercial Driver's License Examination (Unit 21)

- A. Upon ten (10) work days' advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:
1. The employee is required to have the designated commercial driver's license and endorsement(s);
 2. The examination is scheduled during the employee's scheduled work hours;
 3. The examination does not interfere with operational needs of the department; and
 4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to

schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

- B. Upon ten (10) work days' notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.
- C. Each department, at the request of an employee required to upgrade the employee's current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

19.31.20 Split Shifts (Unit 20)

The State shall make every effort to avoid split shifts, and shall consider alternative scheduling methods prior to implementing a split shift. When there is no alternative scheduling method and a split shift is scheduled, the gap between the two parts of the shift shall not exceed two and one-half (2.5) hours.

Disputes concerning this section shall be grievable up to CalHR level for review and shall not be arbitrable.

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

- A. Five (5) overtime lists will be created for Counselors. The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These

lists will be created within five (5) working days from the date of this Agreement.

1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."
2. The Master Overtime List will include the names of every Counselor, regardless of the employee's area assignment. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.
3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described above.
6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic

school year. The list will be a progression as described above.

- B. If an overtime opportunity arises for an Area, Counselors on the applicable list will be offered the opportunity first. The Counselor on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

- C. Management will record the number of hours of overtime each employee is offered.
- D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity the employees were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and Night Attendants.
- E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that the employee is unavailable and does not choose to work overtime on certain days and/or times, the employee will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)
- F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation that needs immediate action or attention.

- G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list, who is currently on duty, and who is available to work the overtime.
- H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night Attendant overtime unless the Night Attendant list has been exhausted.
- I. Employees may submit an Overtime Preference Survey form five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.
- J. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime.
- K. Disputes involving this provision may be addressed at a Labor Management Committee (Riverside).

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

- A. Five (5) overtime lists will be created for Counselors. The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These lists will be created within five (5) working days from the date of this Agreement.

1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."
2. The Master Overtime List will include the names of every Counselor, regardless of the employee's area assignment. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.
3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described above.
6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described above.

B. If an overtime opportunity arises for an Area, Counselors on the applicable list will be offered the opportunity first. The Counselor on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

C. Management will record the number of hours of overtime each employee is offered.

D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity the employees were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and Night Attendants.

E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that the employee is unavailable and does not choose to work overtime on certain days and/or times, the employee will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)

F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation that needs immediate action or attention.

G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list,

who is currently on duty, and who is available to work the overtime.

- H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night Attendant overtime unless the Night Attendant list has been exhausted.
- I. Employees may submit an Overtime Preference Survey form five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.
- J. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime.
- K. Disputes involving this provision may be addressed at a Labor Management Committee (Riverside).

19.33.15 Call In Procedures (Unit 15)

Employees will call the employee's immediate supervisor, or if unreachable, the designee of the immediate supervisor.

Department call-in procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

19.34 Department of Corrections and Rehabilitation (CDCR) – Division of Juvenile Justice (DJJ) and California Correctional Health Care Services (CCHCS) Joint Labor Management Task Force for the Strategic Reduction of Mandatory Overtime for RNs, LVNs, CNAs, and MAs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for

Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), Certified Nurse Assistants (CNAs), and Medical Assistants (MAs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and CDCR/CCHCS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one institutional Chief Nurse Executive or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts. The report shall be submitted to the department head and CalHR.

19.35 INTENTIONALLY EXCLUDED

19.36 Department of State Hospitals (DSH) Joint Labor Management Task Force for the Strategic Reduction of Mandatory Overtime for RNs and LVNs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and DSH committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one Nurse Administrator or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts. The report shall be submitted to the department head and CalHR.

19.37 California Department of Veterans Affairs (CalVet) Joint Labor Management Task Force for the Strategic Reduction of Mandatory Overtime for RNs, LVNs, and CNAs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants (CNAs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and CalVet committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one Director of Nursing or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts.

The report shall be submitted to the department head and CalHR.

19.38 Mandatory Overtime

The State and the Union agree that mandatory overtime should be reduced. Over the term of this agreement the number of mandatory overtime shifts employees are required to work should be reduced. The California Department of Human Resources, the Department of Finance, and the affected departments shall review the Joint Labor Management Task Force (JLMTF) reports from department committees (19.34, 19.36, 19.37). No earlier than July 1, 2025 the Union may request to reopen the sections listed below to discuss any implementation of the proposed recommendations of the task forces and discuss further implementation of reductions in mandatory overtime shifts for each department

This section applies to the following provisions:

- 19.13.20 Overtime Mandatory Scheduling – Excluding California Department of Corrections and Rehabilitation LVNs and CNAs (Unit 20)
- 19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)
- 19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)
- 19.15.17 Overtime Mandatory Scheduling (Excluding CDCR) (Unit 17)
- 19.15.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)