

## ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

### 21.1 Calculation of Paid Absences - Variable Hours

21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours vary will have their pay for paid absences calculated as follows:

Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.

21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee's eligibility for insurance benefits. This average will be computed based on all the hours the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.

21.2 Duty-free Lunch Period. All employees in the bargaining unit working five (5) or more hours shall be allowed a duty-free lunch period of not less than thirty (30) minutes, except in case of emergency. The lunch period shall come at a midpoint in the shift as nearly as possible. However, if an employee works during the scheduled thirty (30)-minute lunch period, the time worked shall be deducted from the employee's work day and entitle the employee to take time off equal to that worked during the thirty (30)-minute lunch period.

21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period.

21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest

periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.

21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees' unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.

21.4 Non-student Attendance Work Days. Employees whose work years are either nine and one-half (9-1/2) months, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the principal of the school in which they work to work on a non-student day, may, upon the approval of the principal:

21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,

21.4.2 Be excused from work on a non-student day without pay.

21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.