

Article 5 - Hours of Employment

5.1 Hours of Employment

- 5.1.1 Full-time regular employees are those who are assigned a (40) forty-hour week. The work week normally shall consist of five (5) consecutive (8) eight-hour days or four (4) consecutive (10) ten-hour days.
- 5.1.2 The length and the scheduling of the workday for each position shall be established by the Board of Education. The Board of Education shall establish, for each classification, a minimum number of hours per day, days per week, and months per year. The District shall notify the CSEA of any permanent change to the work schedule (hours per day, days per week, and months per year) of any employee prior to the implementation of such proposal. [Ed Code §45101(a)]
- 5.1.3 Any employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.
- 5.1.4 Employees who work at least six (6) hours per day shall be entitled to a non-compensated and uninterrupted lunch period of no less than thirty (30) minutes and no more than (1) hour. Such unpaid lunch periods will be scheduled by the appropriate supervisor at or about the midpoint of the workday as practical and consistent with requirements of the orderly operation of the District.
- 5.1.5 A fifteen (15) minute paid rest period shall be provided to bargaining unit members for each four (4) hour period of service. The rest period shall be scheduled by the appropriate supervisor at or near the midpoint of each four (4) hour period of service.
- 5.1.6 A ten (10) minute paid rest period shall be provided to bargaining unit members who are required to work continuously for three (3) hours or longer. Such rest period shall be assigned by the appropriate supervisor. It shall not be taken at the beginning or ending of the regularly scheduled work period, nor used to extend the period of paid service.
- 5.1.7 A bargaining unit member may be temporarily required to perform duties inconsistent with those of his/her regular classification. When a bargaining unit member is temporarily required to perform duties of a higher classification for five (5) workdays or more within a fifteen (15) day calendar period, the bargaining unit member shall have his/her salary adjusted upward for the entire period s/he is required to work out of his/her classification, and in such amounts as will

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reasonably reflect the duties required to be performed.

5.1.8 Minimum Days/Conference Days: A bargaining unit member shall not suffer loss of wages due to a minimum day and/or conference day. The bargaining unit member shall have the option of taking a vacation day or performing such work as the District may assign. It is understood that the bargaining unit member may be assigned duties outside his/her normal classification on these days.

5.2 Shift Differential

5.2.1 An additional \$101.01 per month (pro-rated for part-time) for the 2022-23 year and \$103.03 per month (pro-rated for part-time) for the 2023-24 school year shall be paid to employees whose regular daily work schedule starts at or after 12 noon and ends at 6:30 p.m. or later. The shift differential shall not apply to occasional, short-term assignments (twenty (20) working days or less), and it shall be discontinued when an employee is reassigned to an earlier work schedule, unless such reassignment is for a period of twenty (20) working days or less. Whenever possible, the affected employee will be given one (1) working day's notice of any reassignment under this section.

5.2.2 Nothing in the Agreement shall affect the right of management to reassign employees or to change daily work schedules, provided it is a mutually agreed to change to meet the reasonable needs of the District.

5.3 Overtime

5.3.1 All overtime must have approval from the immediate supervisor or as authorized by the Superintendent.

5.3.2 Overtime shall be anything in excess of the normal workday or the normal workweek according to the following categories:

5.3.2.1 For bargaining unit members working an average workday of less than four (4) hours during a workweek, overtime shall be any work performed on the seventh day following the commencement of their workweek.

5.3.2.2 For bargaining unit members working an average workday of four (4) or more hours, the workweek shall consist of not more than five (5) consecutive workdays, and overtime shall be paid for any work required to be performed on the sixth and seventh day following commencement of the workweek.

5.3.2.3 For bargaining unit members working a workday of less than eight (8)

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hours, but seven (7) hours or more and a workweek of less than forty (40) hours but thirty-five (35) hours or more, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

5.3.2.4 Overtime is any time, which is worked in excess of eight (8) hours in any one day or over forty (40) hours in any one week. Hours of overtime shall be determined on a daily basis or weekly basis, but not both (not compounded).

5.3.2.5 The opportunity for overtime shall be equitably distributed by management among the qualified bargaining unit members in a work unit (as determined by the District) considering the following factors: last evaluation stated “effective meets standards,” availability of bargaining unit members, specific job requirements of the District, and skill levels of the bargaining unit members, using the following procedures:

- (1) The rotation of overtime opportunity within the work unit.
- (2) The rotation shall reset each July 1 and the first opportunity for overtime shall be offered in seniority order of the work unit where the overtime is needed among those who wish to participate. Seniority for the purposes of this section shall be defined as hire date within the bargaining unit.
- (3) Employees who decline an overtime work assignment shall forfeit their turn until the next rotation.
- (4) The availability of a unit member in an unplanned emergency situation.
- (5) The maintenance of continuity and efficiency where the work is part of a project that has been started by another unit member.

A unit member who is absent on the day of scheduled overtime shall be excluded from the overtime assignment and the missed overtime shall not be rescheduled.

The Maintenance & Operations department will annually survey interest among employees for overtime. It shall be the responsibility of the unit member to notify the appropriate supervisor in writing of any changes in their interest.

5.3.2.6 For the purpose of computing the number of hours worked, time during which bargaining unit members are excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the bargaining unit members.

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5.3.2.7 Overtime work will be compensated by wages unless compensatory time off is mutually agreed to by the bargaining unit member and his/her immediate supervisor. Should wages be the method of compensation, the bargaining unit member shall be paid in the first regular paycheck following the payroll period in which the overtime was performed. If the decision is for compensatory time, such time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the service rendered by the District. In the event the compensatory time is not used within the twelve (12) month period, the employee shall be paid for the overtime. (FLSA, April 1986)

If an employee works on a holiday designated by this agreement, the employee shall receive his/her normal holiday pay plus one and one-half times (1 ½) the employee's rate of pay for all hours worked on the holiday.

5.3.3 Any bargaining unit member called back to work after completion of his/her regular assignment, or who is called in to work on a day s/he is not normally assigned to work, will receive at least three (3) hours compensation at the appropriate rate of pay.

5.3.3 The maximum rate for any overtime pay will be one and one-half times the regular rate of pay; or, for compensatory time off, one and one-half times the number of overtime hours worked.

5.4 School Calendar

5.4.1 There shall be five (5) day break for Thanksgiving (Monday through Friday of the week of Thanksgiving).

5.4.2 February Holidays

There shall be two (2) holidays in February; one (1) four-day weekend in odd number years and two (2) three-day weekends in even number years.

5.4.3 Spring Break

Spring break shall be a five (5) day break (Monday – Friday) scheduled approximately midway between the beginning of the second semester and the end of the school year.