

ARTICLE VII

Hours

A. The work week of the Office, Technical and Paraprofessional unit members shall consist of five (5) consecutive days and forty (40) hours beginning and ending at 12:00 midnight on Sunday. The workday for unit members shall be as follows:

1. The established start and end work times for regular part-time unit members shall be based upon the needs of the school or department and upon recommendation of the principal or department head and approved by the Classified Human Resources Administrator. Part-time regularly assigned permanent or probationary employees shall receive sick leave, vacation and holiday benefits based on regularly assigned hours.
2. The established work time for full-time unit members shall be eight (8) hours per day and forty (40) hours per week. Department heads shall assign personnel to one of the following schedules:

Through June 30, 2022

~~a. Central Office~~

~~7:00 a.m. to 3:45 with 45 minutes for lunch 7:15 a.m. to 4:00 p.m. with 45 minutes for lunch~~
~~7:30 a.m. to 4:15 p.m. with 45 minutes for lunch 7:45 a.m. to 4:30 p.m. with 45 minutes for lunch~~
~~8:00 a.m. to 4:45 p.m. with 45 minutes for lunch 8:15 a.m. to 5:00 p.m. with 45 minutes for lunch~~

~~b. Elementary Schools~~

~~7:30 a.m. to 4:00 p.m. with 30 minutes for lunch 8:00 a.m. to 4:30 p.m. with 30 minutes for lunch~~

~~c. Secondary Schools~~

~~7:30 a.m. to 4:00 p.m. with 30 minutes for lunch 8:00 a.m. to 4:30 p.m. with 30 minutes for lunch 8:30 a.m. to 5:00 p.m. with 30 minutes for lunch~~

Effective July 1, 2022

1. Central

Office

7:00	a.m.	to	4:00	p.m.	with	one	hour	for	lunch
7:30	a.m.	to	4:30	p.m.	with	one	hour	for	lunch
8:00	a.m.	to	5:00	p.m.	with	one	hour	for	lunch
8:30	a.m.	to	5:30	p.m.	with	one	hour	for	lunch

Employees may choose to take a 30 minute lunch break and start and end times will adjust accordingly to the above schedules.

2. Elementary Schools

7:30 a.m. to 4:00 p.m. with 30 minutes for lunch
8:00 a.m. to 4:30 p.m. with 30 minutes for lunch

3. Secondary Schools

7:30 a.m. to 4:00 p.m. with 30 minutes for lunch
8:00 a.m. to 4:30 p.m. with 30 minutes for lunch
8:30 a.m. to 5:00 p.m. with 30 minutes for lunch

4. For the designated summer work period, generally beginning the third week after the close of school and extending for six weeks, the assigned work time for full time unit members shall be for four (4) consecutive days of ten (10) hours each beginning at 7:00 a.m. and ending at 5:30 p.m. An employee may take one (1) hour lunch if approved by supervisor and end the work day at 6:00p.m.

There shall be a thirty (30)-minute one or (1) hour lunch period and two fifteen (15) minute rest periods per day for full-time unit members.

3. A written schedule including start, end and break times shall be given to the employee. Supervisors will ensure adequate coverage during breaks.

4. Any variation of these hours shall be approved by the employee's supervisor and/or the Classified Human Resources Administrator, after consulting with the employee. Requests for adjustments in start and end work times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in start and end work times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.

- B. The workweek of the Operations Support Services unit members shall consist of five (5) consecutive days and forty (40) hours beginning and ending at 12:00 midnight on Sunday. The workday for Operations Support Services unit members shall be eight hours.

Exceptions follow:

1. The assigned start and end work times for regular part-time employees shall be based upon the needs of the school or department and upon recommendation

of the principal or department head and approved by the Classified Human Resources Administrator. Part-time regularly assigned permanent or probationary employees shall receive sick leave, vacation and holiday benefits based on regularly assigned hours.

Any variation to the above schedules shall be approved by the Classified Human Resources Administrator. Prior to the change, CSEA shall be informed in writing of the variation.

2. For the designated summer work period, generally beginning the third week after the close of school and extending for six weeks, the assigned work time for full-time unit members, **may upon mutual agreement between employee and supervisor** ~~shall~~ be for four (4) consecutive days of ten (10) hours each beginning at 6:00 a.m. and ending at 4:30 p.m. or beginning at 7:00 a.m. and ending at 5:30 p.m. **Without written agreement employees will follow their established work time throughout the year.**

There shall be a thirty (30)-minute lunch period and two (2) fifteen (15)-minute rest periods per day for full-time unit members.

3. Any variation of these hours shall be approved by the employee's supervisor and/or the Classified Human Resources Administrator, after consulting with the employee. Requests for adjustments in start and end work times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in start and end work times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.

C. The work week of the Transportation and Food Service unit members shall consist of five (5) consecutive days and forty (40) hours beginning and ending at 12:00 midnight on Sunday. The workday for unit members shall be as follows:

1. **The established start and end work times for regular part-time unit members shall be based upon the needs of the school or department and upon recommendation of the principal or department head and approved by the Classified Human Resources Administrator. Part-time regularly assigned permanent or probationary employees shall receive sick leave, vacation and holiday benefits based on regularly assigned hours.**
2. **The established work time for full-time unit members shall be eight (8) hours per day and forty (40) hours per week. Department heads shall assign personnel to one of the following schedules:**
 - **Dispatcher am: 5:30-2:30 with a 1 hour lunch**
 - **Drivers: Drivers shall start at least 30 minutes prior to their first route start time.**
 - **Food Service:**

- 5:00-1:30 with a 30 minute lunch
- 6:00-2:30 with a 30 minute lunch

Unit members in the Transportation Department who work a split shift on a workday ~~with a starting time on or before 7:00 a.m.~~ shall be paid overtime after 4:30 p.m.

D. Rest & Meal Periods

1. Rest Periods

Unit members shall be granted a fifteen (15) minute rest period in midmorning and again in midafternoon, based on the assigned hours of work outlined below. The immediate supervisor shall determine the number of employees to be off at any one time.

More than 3.50 hours to 6 hours one 15-minute break
More than 6 hours two 15-minute breaks

Each employee is expected to take this time for relaxation. This rest period may not be used to lengthen the lunch period, shorten the work day, or make up lost time.

2. Meal Period

Each bargaining unit member who works more than five (5) hours per day shall take an unpaid meal period of at least thirty (30) minutes but no more than sixty (60) minutes except as noted below. The length of the meal period and time at which the break is taken shall be established by the supervisor according to District and/or site needs. Requests for adjustments in the meal start and end times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in the meal start and end times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.

Note: For bargaining unit members working more than five (5) hours but less than six (6) hours the meal period may be waived by written mutual consent of both the supervisor and the employee if requested by the employee.

Note: For bargaining unit members eligible for a meal period that are not able to take it due to scheduling conflicts or lack of coverage they will file a timesheet for 1 hour. For bargaining unit members eligible for a rest period that are not able to take it due to scheduling conflicts or lack of coverage they will file a timesheet for 30 minutes for each break the employee was not able to take.

D. Overtime

⚡ Definition

Overtime is defined to include any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week. If a governing board establishes a workday of less than eight hours but seven hours or more and a workweek

of less than 40 hours but 35 hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. ~~Overtime for the Office, Technical and Paraprofessional unit members is authorized time an employee is required by the District to work in excess of forty (40) hours in one (1) calendar week or eight (8) hours a day.~~

~~1. Overtime for the Operations Support Services unit members is authorized time an employee is required by the District to work in excess of forty (40) hours in one (1) calendar week or eight (8) hours a day.~~

~~1. Unit members in the Transportation Department who work a split shift on a workday with a starting time on or before 7:00 a.m. shall be paid overtime after 4:30 p.m.~~

1. If a classified employee, holding the appropriate qualifications, is asked to sub for a certificated staff or another classified member in a higher classification, they will be compensated at the sub rate for that position during coverage and file a timecard for overtime to complete their normally assigned duties as feasible by their position.

2. Authorization

Whenever possible, prior authorization for overtime will be written and signed by the supervising manager. If the authorization is not in writing, then the overtime must be authorized by the Classified Human Resources Administrator.

Nothing herein shall be construed to prohibit the right of any employee from overtime remedies provided for under the Fair Labor Standards Act or from the use of the grievance procedure remedies of this contract to obtain the overtime benefits of this contract.

3. Payment

a. Overtime designated by the supervising manager shall be compensated for by pay or compensatory time as follows:

b. Rate of time and one-half ($1\frac{1}{2}$), or

c. Authorized work performed on Sunday or a legal holiday which falls on a work day shall be compensated at a rate of double time (2), or

d. If a classified employee is required to work on a legal holiday which falls on a Saturday, the employee shall be paid at the overtime rate of time and one-half ($1\frac{1}{2}$), since the preceding Friday is given as the holiday. If a classified employee is required to work on a legal holiday or a paid non-work day, the employee shall be compensated at double time (2).

4. Compensatory Time

Overtime will be compensated through cash payment unless the employee requests and the supervisor agrees to compensatory time in lieu of pay.

When compensatory time is authorized in lieu of cash compensation, such time off shall be taken within twelve (12) calendar months following the month in which

the overtime was worked. Scheduling of time off shall be done in the same manner as scheduling vacation.

5. Assignment of Overtime and Compensatory Time

The District will attempt to equitably distribute overtime and compensatory time on a rotational basis for those individuals in the classification who are competent to complete the work. The overtime or compensatory time will be offered to the most senior person first, and then rotated thereafter. If an individual refuses an offer, then this will count as a turn in the rotation. The least senior of such individuals cannot refuse the overtime, unless there are extenuating circumstances. Under any circumstances, if the above process has been followed, the District has the right to assign an employee to overtime.

E. Summer

Assignments

1. Postings

Prior to the start of the summer work schedule, vacant summer positions shall be posted under normal circumstances for ten (10) working days, but not less than six (6) working days, at all work locations. Summer positions which become vacant after the summer work schedule starts may be filled from the prior candidate applications without recourse to posting.

2. Summer Vacancies

Current ten (10)-month employees who possess the minimum qualifications shall be given an interview and first consideration in filling a summer job vacancy. The District shall have the right to hire the candidate that the District believes in its sole discretion to be the best suited for the position. Nothing contained herein shall be construed as creating any obligation for the District to hire internal candidates in preference to persons not currently employed by the District. This does not preclude the District from accepting placement of workers from work programs not created or funded by the District.

3. Sick Leave, Vacation, and **Juneteenth and July 4th Holiday**

Current ten (10)-month employees who are employed during the summer ~~for 15 consecutive days~~ in an existing unit classification shall accrue sick leave, vacation on a pro-rata basis.

a. Current ten (10)-month employees who are employed during the summer ~~for 15 consecutive days~~ in a summer classification shall accrue sick leave and vacation on a pro-rata basis.

b. ~~Current ten (10)-month employees who are employed during the summer may only use the sick leave days earned during the current summer assignment for summer work absences. Sick leave accrued during the school year may not be used for summer employment absences.~~

- e. Current ten (10)-month employees who are working during the summer and are in a paid status the day before or the day after July 4 shall receive a pro-rata paid holiday not to exceed eight (8) hours.
- d. A classified employee shall, for services performed as provided in this subdivision, receive, on a pro rata basis, not less than the compensation, benefits, and statutory benefits that are applicable to the classification of the additional assignment or service during the regular academic year.

4. Compensation

- a. Current employees who are employed in summer positions shall be paid on the last working day of each month.
- b. Current employees shall not be required to file timecards and they shall be paid according to their normal contracted service prorated to the summer shortened schedule.
- c. If it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, that assignment shall be made on the basis of qualifications for employment in each classification of service that is required.
- d. A school district may not require a classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September to perform services during that period.
- e. Current employees who are employed in existing unit classifications during the summer shall receive the same compensation and step placement which applies during the regular scheduled year. Current employees who fill summer positions in classifications different from the employee's regular school year assignment shall be placed on the range designated for that summer position. If the range for the summer position is higher than the employee's regular classification, the employee shall be paid at the higher rate of pay. If the range for the summer position is lower than the employee's regular classification, the employee shall be placed on the maximum step for that range.
- f. Current employees who are employed in summer classifications other than referred to in above shall be paid at the established hourly rate.