

1 **ARTICLE 9 - HOURS**

2 **9.1 Workday and Workweek** - The workweek begins at midnight, 12:01 a.m. on
3 Monday and ends at 11:59 p.m. on the following Sunday. The regular workweek of a
4 full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8)
5 hours, excluding a lunch period of not less than one-half (.5) hour, and consisting of five
6 (5) consecutive days. The above does not preclude the extension of the forty (40) hour
7 workweek or the workday on an overtime basis.

8 **9.2 Scheduling of Duty Hours** - The scheduling of duty hours and workdays shall be
9 at the discretion of the District and subject to change, with ten (10) calendar days advance
10 notice except in case of emergencies. Each unit member shall be assigned a regular
11 minimum number of working hours per day and working days per year. All unit members
12 will be held accountable for strict adherence to the work schedule. All absences must be
13 entered into the absence management system. If additional time is needed the employee
14 may submit a written request to their immediate supervisor and the Human Resources
15 Division. If a unit member has a worker compensation light duty order from a doctor, the
16 ten (10) calendar day notice required for a change of hours may be waived and the unit
17 member may be reassigned by the supervisor to duties and time that meet the orders of
18 the doctor.

19 **9.3 Yearly Calendar** - The setting of the yearly calendar is a management right. The
20 District has primary responsibility in developing a yearly calendar. CSEA shall have three
21 (3) representatives on the District Calendar Committee.

22 **9.4 Rest Periods** - All unit members who work four (4) hours consecutively shall be
23 allowed a rest period, which, insofar as practicable, shall be near the middle of each work
24 period, at the rate of fifteen (15) minutes. The employee's immediate supervisor has the
25 authority to specify the time for such breaks. Credit cannot be accumulated for rest periods
26 not used. However, rest periods of a total of thirty (30) minutes per day on evening shifts
27 or special work shifts may be scheduled to the mutual convenience of the unit member and
28 his/her immediate supervisor. Part-time employees are entitled to a rest period in
29 proportion to hours worked. Rest periods are to be observed at the work site where the
30 unit member is performing duty. If unit members leave that work site during their rest
31 periods, all travel time is to be considered part of the rest period.

32 **9.4.1** Employees working overtime shall be entitled to at least one rest period
33 within every four hours worked.

34 **9.5 Lunch Periods** - All unit members shall be entitled to an uninterrupted lunch period,

1 without pay, after the unit member has normally been on duty at least four (4), but not more
2 than six (6) hours. The length of time for such lunch period shall be for a minimum of
3 one-half (.5) hour, but no longer than one (1) hour, and shall be scheduled for full-time unit
4 members at or about midpoint of each work shift. The unit member's immediate supervisor
5 has the authority to specify the exact time for the lunch period. Time used for the lunch
6 period may not be accumulated or combined with a rest period time and used to shorten
7 the normal workday. Lunch periods may be observed at the work site where the unit
8 member is performing duty. If unit members leave that work site during their lunch break,
9 all travel time is to be considered part of the lunch break period. A unit member who is
10 scheduled to take a half-hour lunch period and also having custody and/or responsibility
11 for the security of his/her work location shall be required to have written permission from
12 the immediate supervisor to leave the work location at the lunch period. Infrequent
13 absences during the lunch period are permitted with prior approval of the supervisor. A
14 unit member who leaves the work site where burglar alarms are in operation must code
15 out prior to leaving the site and code in when returning from the lunch/dinner break. Unit
16 members who must leave their work sites on emergencies, day or evening, must inform
17 their immediate supervisor prior to leaving the site.

18 **9.6 Overtime** - For the purposes of this Article, overtime is defined as any time required
19 to be worked in excess of eight (8) hours in any one (1) workday, or any time in excess of
20 forty (40) hours in any one (1) workweek. For the purpose of computing the number of
21 hours worked, time during which the unit member is excused from work because of
22 holidays, sick leave, vacation, compensated time off, or other paid leaves of absences shall
23 be considered as time worked by the unit member. The District retains the right to order
24 overtime when necessary, in accordance with needs of the District.

25 **9.6.1** – Except as otherwise provided therein, all overtime hours, as defined in this
26 Article shall be compensated at the rate of pay equal to one-and-one-half (1.5)
27 times the regular rate of pay of the unit member for all work authorized. All hours
28 worked beyond the workday of eight (8) hours, or any time in excess of (40) hours
29 in any workweek shall be compensated at the overtime rate. The overtime work will
30 be distributed as equally as possible within the work force qualified to perform those
31 needed services.

32 **9.6.2 Double Time** - Unit members shall be paid double the employee's regular
33 rate of pay for all hours worked in excess of 12 hours in any workday and for all
34 hours worked in excess of eight on the seventh consecutive day of work in a

1 workweek.

2 **9.6.3** - No employee will work overtime unless authorized by the Superintendent,
3 Assistant Superintendent, Human Resources or Assistant Superintendent,
4 Business. However, in an emergency situation, the site administrator of supervisor
5 may authorize overtime.

6 **9.7 Compensatory Time** – The District may provide compensatory time off at a rate
7 equal to one-and-one-half (1.5) times the regular rate of pay for unit members designated
8 by the District and authorized to perform such overtime. Compensatory time of must be
9 taken within 12 calendar months following the month in which the overtime was worked.

10 **9.8 Split Shifts** - Unit members may be designated by the District to perform work
11 duties on a split shift basis. Unit members whose assigned shift contains one (1) or more
12 periods of unpaid time and whose total exceeds two (2) hours, including the lunch period,
13 shall be paid a split shift differential premium of two-and-one-half percent (2.5%) above the
14 regular rate of pay for all hours worked. The minimum split shift for bus drivers will be ten
15 (10) minutes. Bus drivers will clean their bus during any paid layover period that occurs
16 due to the minimum split shift requirement.

17 **9.9 Scheduled Workdays** - The number of scheduled workdays for unit members shall
18 be shown in Appendix V.

19 **9.10 Time for Voting** - If, during an emergency overtime situation, a unit member's work
20 schedule is such that it does not allow sufficient time to vote in any Federal, State, or local
21 election in which the employee is entitled to vote, the District shall arrange to allow sufficient
22 time for such voting by the unit member without loss of pay.

23 **9.11 Call-In** - Any unit member called in unexpectedly to work on a day when the
24 employee is not scheduled to work shall receive a minimum of two (2) hours at the rate of
25 one-and-one-half (1.5) times his regular hourly pay.

26 **9.12 Call-Back** - Any unit member called back after the completion of his/her regular
27 assignment shall be compensated for a minimum of two (2) hours of work at the rate of
28 one and one half (1.5) times his/her regular hourly pay.

29 **9.13 Temporary Assignments** - When a unit member is temporarily assigned, by the
30 Assistant Superintendent, Human Resources, or designee, to perform the duties of a
31 person in a higher salary range for any period of time which exceeds five (5) working days
32 within a fifteen (15) day calendar period, he/she shall be paid at the higher classification
33 for the entire period during which he/she was required to work out of classification. The
34 pay step on the higher salary range shall be at least 5% over the unit member's regular

1 pay, or Step 1, whichever is greater.

2 **9.14 Shift Differential Premium** - When one-half or more of a full-time (8 hours per day)
3 unit member's regularly assigned work falls after 6:00 p.m., he/she shall receive a shift
4 differential premium of five percent (5%) above the regular rate of pay for all hours worked.

5 **9.15 Event Staffing** – Event refers to all district and site unassigned seasonal work not
6 included or attached to the CSEA bargaining unit. Such activities shall be limited to high
7 school events.

8 9.15.1 – Effective July 1, 2023, CSEA Unit Members shall receive an hourly rate of
9 \$50 or the same rate of pay agreed upon by ACE (Association of Colton Educators),
10 whichever is higher, for extra duty assignments as reflected in the ACE bargaining
11 agreement.

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