

ARTICLE 4

TERMS OF EMPLOYMENT

1. Upon initial employment and upon each change in classification thereafter, each employee in the bargaining unit shall be furnished two copies of his or her class specifications, salary data, assignment, or work location, together with duty hours and the prescribed workweek. The salary data shall include annual, monthly, or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to his or her supervisor.
2. Any unit member who is working as a substitute in a higher classification position (out of class), with approval from a supervisor, for a period that exceeds five (5) working days within a fifteen (15) calendar day period, shall receive at least a 2.5% salary step increase for the present rate of pay or Step A of the salary range for the period of time served in that higher classification.
3. Any unit member who accepts an extra duty assignment as a temporary or substitute during a period in which he/she is not scheduled to work in their regular position shall, while occupying such temporary or substitute position, be compensated as follows:
 - 3.1. If employed in a temporary or substitute position in the same class as the regular position or in a related class that is equal to or lower than the regular position, the employee shall be placed at the same salary step held in the regular position.
 - 3.2. If employed in a temporary or substitute position in a related class with a higher salary range than the regular position, the employee shall receive at least a 2.5% salary step increase for the present rate of pay or Step A of the salary range for the period of time served in that higher classification.
4. For the purposes of eligibility for a District contribution towards health and welfare benefits, any unit member working two (or more) regular part time positions shall be eligible for benefits pursuant to the terms of Article 11 if their combined regularly scheduled weekly work hours total least 20, even if less than 8 hours per day.
5. Workweek

- 5.1. Full-time employment is based on a 40-hour workweek consisting of five 8-hour workdays per workweek. Whenever practicable, days scheduled to work shall be consecutive.
- 5.2. Daily hours of work (or shifts) for employees shall be established by the Superintendent or designee to meet the operational requirements of the District and may be changed in cases of emergency or when reasonable notification of at least seven (7) working days is given. Examples of alternate work schedules include but are not limited to:
 - 5.2.1. A 40-hour workweek consisting of four 10-hour workdays per workweek. Whenever practicable, days off shall be consecutive and on the same day of the week (e.g., Friday).
 - 5.2.2. An 80-hour per 2-week work schedule consisting of eight 9-hour workdays, one 8-hour workday, and one day off; whenever practicable, the 8-hour day and the day off shall be the same day of the week (e.g., Friday) on alternate weeks.
- 5.3. Employees occupying part-time positions shall be granted holiday pay, vacation leave, sick leave, bereavement leave, personal necessity leave, industrial accident leave, and other leave benefits prorated on their scheduled workday and workweek as it compares to the regular 8-hour day and 40-hour week standard.
- 5.4. Definition: A "day," as that term is used throughout this Agreement in reference to holidays and other leaves, and their accrual, including but not limited to sick leave and vacation, is defined as a maximum of 8 hours.
6. Overtime and Compensatory Time Off
 - 6.1. Overtime service will be paid at the rate of one and one-half times the regular pay of the position in which the overtime was worked. The overtime rate will be paid only when authorized/permitted in writing by the site administrator or designee before the overtime is worked. Overtime service will be paid at the rate of one and one-half times the regular pay for the overtime worked. The overtime rate will be paid only when authorized/permitted in writing by the site administrator or designee before the overtime is worked.
 - 6.1.1. Overtime and additional hours will be distributed to employees as equitably as possible at the discretion of the supervisor and with

approval from the Assistant Superintendent or designee from personnel services. Such assignments will not be made on an arbitrary basis.

6.1.2. Overtime and additional hours will be distributed equitably and unit members will be given preference to such hours and time over substitutes.

~~6.1.3. Overtime service will be paid at the rate of one and one-half times the regular pay of the position in which the overtime was worked. The overtime rate will be paid only when authorized/permitted in writing by the site administrator or designee before the overtime is worked.~~

6.2. Overtime shall be calculated based on the assigned workweek in the following manner:

6.2.1. For employees on a 5-day, 40-hour workweek, and overtime commences after 8 hours of work on a workday.

6.2.2. For employees on a 4-day, 40-hour workweek, and overtime commences after 10 hours of work on a workday.

6.2.3. For employees on a 9-hour workday in a two-week work schedule, overtime commences after 9 hours of work on a 9-hour workday and after 8 hours of work on an 8-hour workday.

6.2.4. Overtime commences when an employee is required to report to work on additional days of the week in addition to the workweeks described in this section.

6.3. Overtime shall be computed on the basis of each quarter-hour worked. Overtime work for less than eight (8) minutes shall not be reported or paid.

6.4. An employee required to work on a holiday will be paid time and one-half for hours actually worked in addition to regular pay for the holiday.

6.5. An employee having a workweek of five (5) consecutive working days and an average workday of four (4) hours or more shall be compensated at the overtime rate for any work required to be performed on the sixth or seventh day following the commencement of his/her work week.

- 6.6. An employee having an average workday of less than four (4) hours during a workweek shall be compensated at the overtime rate for any work performed on the seventh day following the commencement of his/her work week.
- 6.7. If a workday of less than eight (8) hours but more than seven (7) hours and a workweek of less than forty (40) but more than thirty-five (35) hours is established for all positions in any classification, all time worked in excess of seven (7) hours a day and for any work performed on the sixth or seventh day of the employee's designated workweek will be paid at the overtime rate providing that he/she has been credited with thirty-five (35) hours of pay during that week.
- 6.8. Compensatory time off in lieu of overtime pay may be authorized if mutually agreed upon by the unit member and his/her immediate supervisor. Compensatory time shall be granted at the rate of one and one-half (1-½) times the actual overtime worked and shall be taken within twelve (12) months beginning June 1 through May 31 or an overtime pay warrant shall be initiated. The taking of compensatory time shall not impair the service rendered by the District. The unit member can only maintain a maximum of thirty (30) hours, calculated at the rate of one and one-half (1-½) times the actual overtime worked of compensatory time. If the unit member does not use the accrued compensatory time by May 31 an overtime pay warrant shall be issued.
- 6.9. An employee called back to work following completion of his/her regular schedule or called to work outside his/her regular schedule shall be compensated at the regular rate of pay for the actual time worked, but in no case shall it be for less than two hours.
- 6.10. Any employee shall have the right to reject any offer or request for overtime following completion of his/her regular schedule or work outside his/her regular schedule except in an emergency situation as determined by the immediate supervisor.

7. Breaks

- 7.1. A duty-free lunch period shall be scheduled for each employee having an unbroken work schedule of five (5) or more hours. The lunch period shall be for not less than thirty (30) minutes, and for a full-time employee shall be scheduled at or near the midpoint of his/her schedule.

Any eight (8) hour employee is eligible for a lunch period of no longer than one (1) hour nor less than thirty (30) minutes. A unit member who is eligible to

increase their lunch period must adjust their start and/or end time to complete their work shift and must have approval from their site supervisor or designee. Requests shall not be arbitrarily denied by the site supervisor or designee. Schedule changes may fluctuate due to the needs of the department/site, unforeseen circumstances, or emergency situations. Reasonable notification will be provided to the employee whenever practicable.

- 7.2. Classified employees shall be allowed a 15-minute rest period during any four-hour working period which is not otherwise interrupted by a lunch period or similar break. Rest periods cannot be accumulated, nor can they be taken at the end or beginning of a four-hour working period.
- 7.3. Classified employees on a scheduled 9 or 10-hour workday shall be allowed a 20-minute rest period during any five-hour working period which shall not otherwise be interrupted by a lunch period or similar break. Rest periods cannot be accumulated, nor can they be taken at the end or beginning of a working period.
- 7.4. Classified employees working less than four (4) hours, but more than two (2) hours shall be allowed a reasonable time for a physical relief break.

8. Work Months/Days (Exclusive of Holidays)

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| 8.1. <u>School Year Employees</u> | <u>184 days</u> |
| 8.2. <u>10 Month Employees</u> | <u>203 204 days</u> |
| 8.3. <u>10 1/2 Month Employees</u> | <u>214 215 days</u> |
| 8.4. <u>11 Month Employees</u> | <u>224 225 days</u> |
| 8.5. <u>11 1/2 Month Employees</u> | <u>234 235 days</u> |
| 8.6. <u>12 Month Employees*</u> | <u>244 days 245 days July 1st – June 30th</u> |

* In the event of a leap year, all employees employed as of February 29 shall receive one (1) floating holiday to be used during the fiscal year in which February 29 occurs. Employees shall submit requests for the floating holiday with reasonable advance notice. Such requests shall not be unreasonably denied, provided that operational needs are considered. Unused floating holidays shall not carry over to the following fiscal year.

9. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Article 10, Salaries, incorporated as part of the Agreement.

CSEA to District – 10.24.2025, Revised
CSEA to District – 11.20.2025 at 8.30a
CSEA to District – 12.12.2025 8.30a

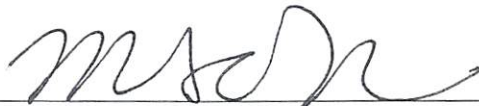
DO Counter to CSEA – 10.24.2025 at 2:00 pm
DO Counter to CSEA – 11.20.2025 at 11:30am



Angelina Cabrera

Chapter 49 President
California School Employees Association

12.12.2025
Date



Michele Doll

Assistant Superintendent of Personnel Services
Covina-Valley Unified School District

12.12.25
Date



Michelle Ruiz

Labor Relations Representative
California School Employees Association

12/12/25
Date