

1 **ARTICLE 9 - HOURS**

2 **9.1 Workday and Workweek** - The workweek begins at midnight, 12:00 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 **9.2.1** Mandated Training, Trainings, Professional Development, In-services – All
20 mandatory trainings, professional development, Inservices, etc. shall be conducted
21 during members' regular duty hours whenever feasible.

22 **9.2.2** A unit member will be given access to appropriate technology at the
23 site/department or the District Office to complete mandatory training during their
24 contractual hours. If the supervisor determines that access cannot be given during
25 contractual hours, the unit member will be given access outside of their regularly
26 scheduled duty hours and be compensated according to their salary schedule, and in
27 alignment with Extra Duty and Overtime language when applicable.

28 **9.3 Yearly Calendar** - The setting of the yearly calendar is a management right. The
29 District has primary responsibility in developing a yearly calendar. CSEA shall have three
30 (3) representatives on the District Calendar Committee.

31 **9.4 Rest Periods** - All unit members who work four (4) hours consecutively shall be
32 allowed a rest period, which, insofar as practicable, shall be near the middle of each work
33 period, at the rate of fifteen (15) minutes. The employee's immediate supervisor has the
34 authority to specify the time for such breaks. Credit cannot be accumulated for rest periods
35 not used. However, rest periods of a total of thirty (30) minutes per day on evening shifts

1 or special work shifts may be scheduled to the mutual convenience of the unit member and
2 his/her immediate supervisor. Part-time employees are entitled to a rest period in
3 proportion to hours worked. Rest periods are to be observed at the work site where the
4 unit member is performing duty. If unit members leave that work site during their rest
5 periods, all travel time is to be considered part of the rest period.

6 **9.4.1** Employees working overtime shall be entitled to at least one rest period
7 within every four hours worked.

8 **9.5** **Lunch Periods** - All unit members shall be entitled to an uninterrupted lunch period,
9 without pay, after the unit member has normally been on duty at least four (4), but not more
10 than six (6) hours. The length of time for such lunch period shall be for a minimum of
11 one-half (.5) hour, but no longer than one (1) hour, and shall be scheduled for full-time unit
12 members at or about midpoint of each work shift. The unit member's immediate supervisor
13 has the authority to specify the exact time for the lunch period. Time used for the lunch
14 period may not be accumulated or combined with a rest period time and used to shorten
15 the normal workday. Lunch periods may be observed at the work site where the unit
16 member is performing duty. If unit members leave that work site during their lunch break,
17 all travel time is to be considered part of the lunch break period. A unit member who leaves
18 the work site where burglar alarms are in operation must code out prior to leaving the site
19 and code in when returning from the lunch/dinner break. Unit members who must leave
20 their work sites on emergencies, day or evening, must inform their immediate supervisor
21 prior to leaving the site.

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

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

1 **9.6.2** Double Time - Unit members shall be paid double the employee's regular
2 rate of pay for all hours worked in excess of 12 hours in any workday and for all
3 hours worked in excess of eight on the seventh consecutive day of work in a
4 workweek.

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

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

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

20 **9.9 Scheduled Workdays** - The number of scheduled workdays for unit members shall
21 be shown in Appendix V.

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

26 **9.11 Call-In** - Any unit member called in unexpectedly to work on a day when the
27 employee is not scheduled to work shall receive a minimum of two (2) hours at the rate of
28 one-and-one-half (1.5) times their regular hourly pay.

29 **9.11.1** District Closure – In the event of a school/district closure, the District
30 shall meet with CSEA to negotiate the effects of the closure as soon as
31 practicable.

32 **9.12 Call-Back** - Any unit member called back after the completion of their regular
33 assignment shall be compensated for a minimum of two (2) hours of work at the rate of
34 one and one half (1.5) times their regular hourly pay.

1 **9.13 Temporary Assignments** - When a unit member is temporarily assigned, by the
2 Assistant Superintendent, Human Resources, or designee, to perform the duties of a
3 person in a higher salary range for any period of time which exceeds four (4) working days
4 within a fifteen (15) day calendar period, he/she shall be paid at the higher classification
5 for the entire period during which he/she was required to work out of classification. The
6 pay step on the higher salary range shall be at least 5% over the unit member's regular
7 pay, or Step 1, whichever is greater. Current employees shall have first consideration for
8 temporary assignments rather than substitutes, when feasible.

9 **9.13.1 Summer School and Other Recess work** - The District shall endeavor to
10 assign for service during Summer or a recess period, qualified classified employees
11 for the additional assignment or service. The compensation shall be consistent with
12 Article 9.13.

13 **9.13.2** - Job solicitations shall be contingent upon the needs of the summer
14 programs. Employment offers for summer appointment may be rescinded based on
15 the needs of the District.

16 **9.13.3** - No unit member shall be required to work summer assignments unless
17 such a unit member's work calendar overlaps with the summer or recess schedule.
18 If a unit member's calendar overlaps with summer or recess schedule, they shall
19 only be required to work their regular calendar.

20 **9.13.4** - If a member misses 2 days of the assignment, their assignment may be
21 rescinded.

22 **9.14 Shift Differential Premium** - When one-half or more of a full-time (8 hours per day)
23 unit member's regularly assigned work falls after 6:00 p.m., they shall receive a shift
24 differential premium of five percent (5%) above the regular rate of pay for all hours worked.

25 **9.14.1** Evening unit members assigned to a day shift during summer recess shall
26 maintain their shift differential.

27 **9.15 Event Staffing** – Event refers to all district and site unassigned seasonal work not
28 included or attached to the CSEA bargaining unit. Such activities shall be limited to high
29 school events.

30 **9.15.1** – Effective July 1, 2023, CSEA Unit Members shall receive an hourly rate of
31 \$50 or the same rate of pay agreed upon by ACE (Association of Colton Educators),
32 whichever is higher, for extra duty assignments as reflected in the ACE bargaining
33 agreement.

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