

## ARTICLE VI

### HOURS

#### 6.1 Work Week

6.1.1 The workweek shall be five (5) consecutive days as designated by the employer for each classification assignment. Each bargaining unit employee shall be assigned a work week. A supervisor may modify an employee's work day (starting and ending times) by no more than 30 minutes without the employee's permission upon receiving the prior approval of the Superintendent. If the employee asserts that the change creates a hardship, the supervisor/manager will seek resolution to avoid hardship for the employee and will seek to make accommodations. The employee and CSEA shall receive written notice at least ten (10) working days prior to this change taking place.

6.1.2 The District may require employees to work in excess of their normal workweek, or designated workday. In such instances, overtime rates will be in effect, pursuant to Section 6.5 below.

#### 6.2 Work Day

6.2.1 The length of the work day shall be designated by the employer for each classified assignment. Each bargaining unit employee shall be assigned a regular minimum number of hours per day, which shall not be reduced without negotiations between the District and CSEA.

6.2.2 No time sheet may be changed or otherwise altered after submission by an employee. In the event the District has evidence the time sheet is incorrect, an attachment shall be issued with a copy and explanation to the employee.

6.3 Lunch Periods: Employees having an average workday of four (4) hours or more shall be entitled to an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour. An

employee who works an average workday of less than five and one-half (5 ½) hours may request in writing to waive his/her unpaid, uninterrupted lunch and this will be the employee's new work schedule with the supervisor's approval.

6.4 Rest Periods: Employees working four (4) or more consecutive hours shall be entitled to rest periods as scheduled by the immediate management supervisor. Rest periods shall be fifteen (15) minutes for each four (4) consecutive hours of scheduled work.

6.5 Overtime: Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.1 Employees having an average workday of four (4) hours or more and a workweek of five (5) consecutive days shall be compensated for any work required to be performed on the sixth or seventh day of the workweek at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.2 An employee having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh day of the workweek, be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.3 All hours worked on authorized holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay in addition to the regular pay.

6.5.4 Voluntary Overtime

Each July 1 a list will be established by site or department of employees that want overtime. The list will be organized by seniority and the opportunity for overtime will rotate. The employee whose turn it is has the first right of refusal. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

#### 6.5.5 Mandatory Overtime

Each July 1 the seniority list will be used by classification and site to establish who will have to do overtime when there are no volunteers. The list will rotate initially starting with the least senior employee. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

#### 6.6 Compensatory Time Off

Compensatory time off shall be compensated for at time and one-half.

6.6.1 When overtime work is authorized and the employee desires compensatory time off in lieu of cash compensation, an appropriate form must be completed by the employee and approved by the immediate supervisor and the Superintendent.

6.6.2 Maximum amount of compensatory time off will be limited to eighty (80) hours per twelve (12) month period, commencing July 1.

6.6.3 If an employee does not take compensatory time off, he/she will receive cash compensation for overtime worked prior to June 30.

6.6.4 Compensatory time off cannot be accumulated from year to year.

6.7 Call-In Time: Time that an employee is required to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled assignment shall be considered Call-In Time and shall be compensated for a minimum of two (2) hours of work at the overtime rate. Time shall be computed portal to portal with mileage additional.

#### 6.8 Emergency Days

6.8.1 Employees who work on an annual or school year basis shall not lose a day of pay as result of a declared emergency day nor shall the employee be paid an additional amount as a result of the extension of the school calendar due to the make-up of a declared emergency day.

6.8.2 Pursuant to 6.8.1 above, when any employees assigned to work less than twelve (12)

months are paid for a day in which they are not required to work, as provided by Education Code Section 45203, because of an emergency day, twelve (12) month employees who work on any such day shall be granted an additional vacation day.

## 6.9 Standby Time - Bus Drivers

- 6.9.1 Bus Drivers on special trips, including, but not limited to, athletic events, field trips, and extra-curricular trips, who remain on standby for the duration of the event for which the special trip is made shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this Article, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.
- 6.9.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and time duties resume the following morning.
- 6.9.3 Any time between scheduled bus runs or special trip runs of thirty (30) minutes or less shall be paid time.

## 6.10 Vehicle Unavailability

Employees will report to their primary work site and continue to work their regular work shift, even though District vehicles, which are normally assigned to them, may be temporarily unavailable due to mechanical or other malfunction.

## 6.11 Eleven-Month Contracts

Eleven-month employees shall be employed from either August 1 through June 30 or July 1 through May 31 unless otherwise negotiated with the union.

## 6.12 Fringe Benefits Adjustment

Consistent with Education Code Section 45137, a classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits (this shall include sick leave and vacation) on a properly prorated basis as specified in Education Code Section 45136.