

## **ARTICLE 5: HOURS AND OVERTIME**

- 5.100 The regular work week for full-time unit members shall consist of forty (40) hours per week and five (5) consecutive days served in units of eight (8) hours; except in cases where 4/10, 9/80 or 5/36+4 work weeks are established, as provided by the California Education Code.
- 5.200 The length of and the scheduling of the work day for each position shall be established by the District together with the establishment for each classification of a regular minimum number of assigned work hours per day, days per week and months per year.
- 5.210 In the event the District seeks to change the regular starting and ending times of an employee by more than one half hour, the District shall provide the employee with no less than 15 calendar days written notification. If the proposed change would cause a hardship to the employee, he/she may request the President of CSEA and its Chapter #67 to obtain information explaining the reasons for the change.
- 5.220 On a daily basis, unit members shall acknowledge their presence at a work location designated by their supervisor.
- 5.300 Unit members who work less than the regular week and/or day as set forth in Section 5.100 above shall be designated as part-time and shall have hours scheduled appropriately by the District. Any unit member in the bargaining unit who works an authorized minimum of thirty (30) minutes per day in excess of his/her regular approved part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.
- 5.310 All regular employees will be classified in accordance with the provisions of Section 45101A of the Education Code and will be paid for all authorized or required work time.
- 5.400 No less than thirty (30) minutes non-compensated, uninterrupted and duty free lunch period shall be provided for all unit members who render service of more than six (6) consecutive hours. Such lunch period shall be assigned by the appropriate supervisor and shall be scheduled as soon after the conclusion of four (4) hours of service as is possible.
- 5.500 A fifteen (15) minute paid rest period shall be provided to unit members for each four (4) hour period of service (the rest period shall be assigned within the four hour period of service, except in unusual circumstances).
- 5.600 **Overtime**
- 5.610 Overtime is any time worked in excess of eight (8) hours in any one workday (24 hour period) or in excess of forty (40) hours in any work week.
- 5.611 Such time must be specifically assigned and authorized by the Superintendent or designee.
- 5.612 Specifically excluded from overtime as defined in Section 5.610 are those unit members assigned to a 4/10, 9/80 or 5/36+4 work week, regular part-time employees, or other positions excluded by the Education Code.
- 5.613 The “time worked” shall include, for the purpose of computation, holidays, sick leave, vacation, compensatory time off and other paid leaves.
- 5.620 Overtime shall be compensated at the rate of one and one-half times the regular rate of pay. Such regular rate specifically excludes any premium rate pay. There shall be no pyramiding of overtime pay with other premium rate pay, except as may be specifically provided herein.

- 5.630 Regular part-time unit members shall receive overtime for work required in the sixth and seventh scheduled day, provided the workday is an average of four hours or more. If the regular workday is an average of less than four (4) hours, the unit member will receive overtime only for the seventh day worked.
- 5.640 Unit members who are authorized to work holidays shall receive overtime, as specified in Section 5.620 herein, in addition to the regular pay received for the holiday.
- 5.650 The opportunity for assigned and authorized overtime (as defined in 5.611 above) shall be equitably distributed by management among unit members of an affected classification (as determined by the District) utilizing the following factors:
- (1) Seniority preference of unit members at a work location where the overtime is needed who wish to participate in the affected classification.
  - (2) The rotation of overtime opportunity in the affected classification at the work location.
  - (3) The required skill level which is needed to perform the emergency job in the minimum amount of time.
  - (4) The availability of a unit member in an unplanned emergency situation.
  - (5) The maintenance of continuity and efficiency where the work is part of a project that has been started by another unit member.
- 5.651 If emergency overtime work is rejected by all unit members within a classification at a specific work location, the qualified unit member within the classification with the least seniority shall be required to work overtime.
- 5.652 If non-emergency overtime work as authorized in 5.650 above is rejected by all unit members within a classification at a specific work location, overtime will be assigned by District seniority on a rotation basis to other members of the affected classification.
- 5.653 Substitute and short-term employees shall be utilized by the District in accordance with the Education Code.
- 5.654 Any unit member scheduled in advance to work overtime and who reports to work at the specified time and place, and who finds that the work is canceled with no notice being provided in advance, shall be paid for the actual hours scheduled.
- 5.655 After exhausting the provisions of this Section (5.650 and 5.652), the District will assign overtime work to the most qualified employee available.
- 5.656 A unit member who is absent on the work day immediately before, or on the work day of a day of scheduled overtime due to reasons other than approved vacation or jury duty leave shall be excluded from the overtime assignment. The missed overtime shall not be rescheduled.
- 5.660 **Compensatory Time Off**
- 5.661 Prior to performing an overtime activity the unit member may request to receive compensatory time in lieu of overtime pay. If the request is approved by the appropriate supervisor, the unit member shall be credited with compensatory time at the overtime rate in accordance with Section 5.620 of this article.
- 5.662 When the unit member wishes to use or schedule compensatory time, he/she must submit a request to the appropriate supervisor at least five (5) days in advance. The scheduling process shall reflect a cooperative effort between the unit member and the District to serve the best interest of both parties. If compensatory time has been elected but not taken by the unit member within

eleven (11) months following the pay period within which the overtime was earned, the unit member shall be compensated for the overtime in cash.

**5.700 Special Provisions**

- 5.710 Any unit member required to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular work day for that unit member, shall be entitled to a minimum of three (3) hours of compensation at the appropriate rate. The District has the option, at its sole discretion, to offer compensatory time in lieu of pay.
- 5.720 Any regular full-time unit member who is assigned to a regular shift commencing at 2:30 p.m. or after shall be required to work a shift of seven and one-half hours, but shall be compensated for an eight hour period.
- 5.721 Any regular full-time unit member who is assigned to a regular shift commencing at 10:00 p.m. or after shall receive a shift premium of 5% for all hours worked, effective July 1, 2005.
- 5.730 Unit members shall be paid for all time for which the unit member is required by a supervisor to be present at a work site in a standby capacity. Such time shall be compensated at the appropriate rates, as set forth in this Article.
- 5.740 Whenever a unit member is required to be out of the area on District business, that unit member will be paid for actual hours worked. All actual and necessary expenses incurred for an overnight layover will be paid by the District.
- 5.750 Unit members whose work schedule is directly affected by minimum or dark days shall be given the option to work up to and including their regularly assigned number of hours at a work site selected by the District.

**5.800 Summer School**

- 5.810 Summer school positions shall be flown and first made available to bargaining unit members only. If the number of bargaining unit applicants exceeds the number of openings available, initial selection shall be made on the basis of seniority within class. If one (1) or more qualified bargaining unit member(s) applies, a bargaining unit member(s) shall be appointed to the position. Summer school positions for unit members shall be rotated with no member working a summer school assignment for more than two (2) successive summers. Exceptions to the rotation of summer school positions are to be made if no qualified unit member applicants are available for any position.
- 5.811 During summer school, special education positions may continue as assigned during the regular school session.
- 5.820 Pursuant to California Education Code Section 45102 unit members assigned to summer school shall be deemed to be employed for twelve (12) months during the school year and shall receive, on a pro-rata basis, not less than the compensation and benefits, which are applicable to the classification during the regular academic year. However, unit members assigned to summer school shall not be allowed to schedule vacation during the period of assignment. Up to two (2) days of sick leave may be taken. If the employee is absent in excess of two (2) days, he/she may be replaced by another applicant. The District may require verification in accordance with Section 6.132. Only if the District is unable to fill the position(s) from within the bargaining unit, outside applicants including leadership applicants may be considered.