

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 midnight on the following Sunday. The regular workweek of a full-time  
4     unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours,  
5     excluding a lunch period of not less than one-half (.5) hour, and consisting of five (5)  
6     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. If additional time is  
13    needed the employee may submit a written request to their immediate supervisor and the  
14    Human Resources Division. If a unit member has a worker compensation light duty order  
15    from a doctor, the ten (10) calendar day notice required for a change of hours may be  
16    waived and the unit member may be reassigned by the supervisor to duties and time that  
17    meet the orders of the doctor.

18   **9.3     Yearly Calendar** - The setting of the yearly calendar is a management right. The  
19    District has primary responsibility in developing a yearly calendar. CSEA shall have three  
20    (3) representatives on the District Calendar Committee.

21   **9.4     Rest Periods** - All unit members who work four (4) hours consecutively shall be  
22    allowed a rest period, which, insofar as practicable, shall be near the middle of each work  
23    period, at the rate of fifteen (15) minutes. The employee's immediate supervisor has the  
24    authority to specify the time for such breaks. Credit cannot be accumulated for rest periods  
25    not used. However, rest periods of a total of thirty (30) minutes per day on evening shifts  
26    or special work shifts may be scheduled to the mutual convenience of the unit member and  
27    his/her immediate supervisor. Part-time employees are entitled to a rest period in  
28    proportion to hours worked. Rest periods are to be observed at the work site where the  
29    unit member is performing duty. If unit members leave that work site during their rest  
30    periods, all travel time is to be considered part of the rest period.

31   **9.5     Lunch Periods** - All unit members shall be entitled to an uninterrupted lunch period,  
32    without pay, after the unit member has normally been on duty at least four (4), but not more  
33    than six (6) hours. The length of time for such lunch period shall be for a minimum of  
34    one-half (.5) hour, but no longer than one (1) hour, and shall be scheduled for full-time unit

1 members at or about midpoint of each work shift. The unit member's immediate supervisor  
2 has the authority to specify the exact time for the lunch period. Time used for the lunch  
3 period may not be accumulated or combined with a rest period time and used to shorten  
4 the normal workday. Lunch periods may be observed at the work site where the unit  
5 member is performing duty. If unit members leave that work site during their lunch break,  
6 all travel time is to be considered part of the lunch break period. A unit member who is  
7 scheduled to take a half-hour lunch period and also having custody and/or responsibility  
8 for the security of his/her work location shall be required to have written permission from  
9 the immediate supervisor to leave the work location at the lunch period. Infrequent  
10 absences during the lunch period are permitted with prior approval of the supervisor. A  
11 unit member who leaves the work site where burglar alarms are in operation must code  
12 out prior to leaving the site and code in when returning from the lunch/dinner break. Unit  
13 members who must leave their work sites on emergencies, day or evening, must inform  
14 their immediate supervisor prior to leaving the site.

15 **9.6 Overtime** - For the purposes of this Article, overtime is defined as any time required  
16 to be worked in excess of eight (8) hours in any one (1) workday, or any time in excess of  
17 forty (40) hours in any one (1) workweek. For the purpose of computing the number of  
18 hours worked, time during which the unit member is excused from work because of  
19 holidays, sick leave, vacation, compensated time off, or other paid leaves of absences shall  
20 be considered as time worked by the unit member. The District retains the right to order  
21 overtime when necessary, in accordance with needs of the District.

22 **9.6.1** – Except as otherwise provided therein, all overtime hours, as defined in this  
23 Article shall be compensated at the rate of pay equal to one-and-one-half (1.5)  
24 times the regular rate of pay of the unit member for all work authorized. All hours  
25 worked beyond the workday of eight (8) hours, or any time in excess of (40) hours  
26 in any workweek shall be compensated at the overtime rate. The overtime work will  
27 be distributed as equally as possible within the work force qualified to perform those  
28 needed services.

29 **9.6.2** - No employee will work overtime unless authorized by the Superintendent,  
30 Assistant Superintendent, Human Resources or Assistant Superintendent,  
31 Business. However, in an emergency situation, the site administrator or supervisor  
32 may authorize overtime.

33 **9.7 Compensatory Time** – The District may provide compensatory time off at a rate  
34 equal to one-and-one-half (1.5) times the regular rate of pay for unit members designated

1 by the District and authorized to perform such overtime. Compensatory time of must be  
2 taken within sixty (60) days following the time when it was earned.

3 **9.8 Split Shifts** - Unit members may be designated by the District to perform work  
4 duties on a split shift basis. Unit members whose assigned shift contains one (1) or more  
5 periods of unpaid time and whose total exceeds two (2) hours, including the lunch period,  
6 shall be paid a split shift differential premium of two-and-one-half percent (2.5%) above the  
7 regular rate of pay for all hours worked. The minimum split shift for bus drivers will be ten  
8 (10) minutes. Bus drivers will clean their bus during any paid layover period that occurs  
9 due to the minimum split shift requirement.

10 **9.9 Scheduled Workdays** - The number of scheduled workdays for unit members shall  
11 be shown in Appendix V.

12 **9.10 Time for Voting** - If, during an emergency overtime situation, a unit member's work  
13 schedule is such that it does not allow sufficient time to vote in any Federal, State, or local  
14 election in which the employee is entitled to vote, the District shall arrange to allow sufficient  
15 time for such voting by the unit member without loss of pay.

16 **9.11 Call-In** - Any unit member called in to work on a day when the employee is not  
17 scheduled to work shall receive a minimum of one (1) hour at the rate of one-and-one-half  
18 (1.5) times his regular hourly pay.

19 **9.12 Call-Back** - Any unit member called back after the completion of his/her regular  
20 assignment shall be compensated for a minimum of one (1) hour of work at the rate of one  
21 and one half (1.5) times his/her regular hourly pay.

22 **9.13 Temporary Assignments** - When a unit member is temporarily assigned, by the  
23 Assistant Superintendent, Human Resources, or designee, to perform the duties of a  
24 person in a higher salary range for any period of time which exceeds five (5) working days  
25 within a fifteen (15) day calendar period, he/she shall be paid at the higher classification  
26 for the entire period during which he/she was required to work out of classification. The  
27 pay step on the higher salary range shall be ~~on the next higher dollar figure~~ **at least 5%**  
28 over the unit member's regular pay, or Step 1, whichever is greater.

29 **9.14 Shift Differential Premium** - When one-half or more of a full-time (8 hours per day)  
30 unit member's regularly assigned work falls after 6:00 p.m., he/she shall receive a shift  
31 differential premium of five percent (5%) above the regular rate of pay for all hours worked.

32 **9.15 Event Staffing** - Event refers to all district and site unassigned seasonal work not  
33 included or attached to the CSEA bargaining unit. Such activities shall be limited to high  
34 school events.

1        9.15.1 – Effective July 1, 2023, CSEA Unit Members shall receive an hourly rate of  
2        \$50 or the same rate of pay agreed upon by ACE (Association of Colton Educators),  
3        whichever is higher, for extra duty assignments as reflected in the ACE bargaining  
4        agreement.  
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