

ARTICLE 8 - HOURS AND OVERTIME

8.1 Definitions:

Extra-time: Any time over regular assigned hours, but less than eight (8) hours.

Compensatory Time: Time earned and authorized leave in lieu of cash compensation for overtime work must be approved prior to commencement in writing by the employee's immediate supervisor or designee.

Overtime: Work in excess of eight (8) hours in a calendar day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time work must be approved prior to commencement in writing by the employee's immediate supervisor or designee.

Workweek: The workweek for regular full-time unit members shall consist of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when it is determined by the District management that such is necessary to carry on the business of the District.

Workday: The length of the workday and assigned hours of work shall be designated by the District for each unit member's assignment. Each unit member shall be assigned a fixed, regular number of hours and shall be issued an assignment notice on an annual basis (July 1, August 1, or September 1) and upon any change in employment status.

8.2 Adjustment of Assigned Time: A Classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

8.2.1 Such adjustment shall include salary, vacation, sick leave and fringe benefit pro-ration improvements.

8.3 Assignment of Extra Hours: When the District finds it necessary to increase the hours on a regular basis of a particular position at a particular site and there are two or more unit members at that site who are employed in the same position, the most senior unit member in the position at that site will first be offered the opportunity to increase hours, unless legitimate personnel needs of the District require otherwise. Position is defined in terms of classification and job description title rather than as an assignment of duties.

8.4 Lunch Periods: All unit members except those on split shifts who work in excess of four (4) hours shall be assigned a non-paid and uninterrupted lunch period. The length of time for lunch shall be no longer than one (1) hour or less than thirty (30) minutes and, when feasible, shall be scheduled at or about the midpoint of each work shift.

8.5 Rest Periods: Unit members are allowed one (1) rest period not to exceed fifteen (15) minutes for each four (4) continuous hours of assigned time. The unit member's immediate supervisor has the authority to specify the time for such breaks which should occur approximately at midpoint of the four hours. Credit cannot be accumulated for rest

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51 periods not used. Rest facilities at any work site may be used for rest periods. Rest  
52 periods cannot be used in conjunction to the start and end of the employee's workday.

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54 8.6 Rest Facilities: The District shall make available, at each work site, lunchroom and  
55 restroom facilities for unit members use when physically possible. It is understood that  
56 classified and certificated facilities may be one and the same.

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58 8.7 Overtime: Overtime must be authorized in writing by a management staff member or  
59 designee prior to working it and lack of such authorization may result in nonpayment of  
60 overtime except in extreme cases of emergency. Overtime hours shall be compensated  
61 for unit members who are authorized to work at a rate of one and one-half times the  
62 normal rate of pay for employees exceeding 40 work hours per week. Unit members  
63 directed to work on holidays as defined by this contract will be compensated at time and  
64 one-half plus the regular rate of pay.

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66 Unit members assigned to work five (5) consecutive days shall receive time and one-half  
67 for work required on the sixth or seventh day of a calendar week. Over-time shall be  
68 distributed and rotated within classification and job description as equitably as possible  
69 among unit members within each department/site, unless legitimate personnel needs of  
70 the District require otherwise.

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72 The unit member will be notified before work whether he/she will be paid or will take  
73 compensatory time.

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75 8.8 Compensatory Time Off: Compensatory time shall be accrued and used within a single  
76 fiscal year (July 1-June 30). Compensatory time shall not be carried over from one fiscal  
77 year to the next. All compensatory time must be documented according to the standard  
78 operating procedures for compensatory time.

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80 All compensatory time shall be used in no less than one (1) hour increments and shall  
81 be taken at a time mutually acceptable to the unit member and the supervisor.  
82 Compensatory time is not transferable from one position to another and must be  
83 compensated prior to transfer.

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85 Unused compensatory time will be converted to cash at the end of each fiscal year.

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87 8.9 Shift Differential - Compensation: any unit member whose assigned work shift requires  
88 the unit member to work a minimum of four (4) hours between 6:00 p.m. and 6:00 a.m.  
89 shall be paid a shift differential premium of five (5) percent above the regular rate of pay  
90 for the hours worked beyond 6:00 p.m.

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92 A unit member who receives a shift differential premium on the basis of his/her shift  
93 while school is in session, shall not receive shift differential rate when assigned to a  
94 regular day shift during the summer months.

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96 A unit member on long term illness who receives shift differential pay shall receive the shift  
97 differential rate of pay until accrued sick leave expires.

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99 8.10 Call Back Time: Any unit member called back to work for the purpose of performing  
100 actual job duties after completion of his/her regular assignment shall be compensated for

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101 at least two (2) hours of work at the appropriate rate, plus mileage. The time and  
102 mileage shall be calculated from home to home.

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104 When an employee is called back to work under this section, he/she will only be required  
105 to perform the specific work that they were called back to do.  
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107 8.11 Hours Worked/Work Day: Hours worked shall refer to hours listed on the assignment  
108 notice. "Workday" shall refer to each individual's regular assignment of hours per day.  
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110 8.12 Right of Refusal: Except in an emergency any unit member shall have the right to reject  
111 any offer or request for overtime or call back time.  
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113 8.13 Summer School Assignments: Interested unit members may apply for summer school  
114 assignments as soon as they are posted. Such assignments cannot conflict with the  
115 employees scheduled hours of work. Assignments will be made based upon date of  
116 employment in the District (seniority date) provided the employee holds the classification  
117 being sought. If no employee applies who holds the current classification, the next  
118 priority shall be from employees holding positions in the same family.  
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120 8.14 Summer Work Projects: If the district has summer work projects in the area of  
121 maintenance and operations for which it intends to hire short term employees, regular  
122 less than 12 month employees of the district may apply for such positions. Selection  
123 shall be made on the basis of qualifications for employment in each classification of  
124 service which is required.