

**ARTICLE 14**  
**HOURS**

**14.1 Work Week**

The regular work week of a full-time unit member shall be forty (40) hours, and the regular work day shall be eight (8) hours. The work week shall consist of five (5) consecutive days, Monday through Friday.

**14.2 Lunch Period**

The length of time for lunch periods for unit members working more than five (5) hours in a day shall be no longer than one (1) hour nor less than one half (1/2) hour, shall be uninterrupted, and shall be scheduled as near as possible to the midpoint of each work shift.

**14.3 Rest Period**

Rest periods shall be scheduled as near as possible to the midpoint of each work period and shall be granted at the rate of ten (10) minutes for each work period that is more than two (2) hours and less than six (6) hours. Two ten (10) minute rest periods shall be granted for each work period exceeding six (6) hours. If a unit member's break is interrupted for any reason, their break shall be extended by an amount of time equal to the interruption.

**14.4 Passing Time**

During the course of the unit members' workday, three (3) minutes of paid time between assignments shall be allowed.

**14.5 Passing Time Between Sites**

Unit members traveling between sites, due to involuntary transfer, have fifteen (15) minutes paid passing time between the end of one assignment to the beginning of the next assignment at another site. If there is a voluntary request to work between two sites, the fifteen (15) minutes will be scheduled, provided that it can be worked into the unit member's schedule, but it will be unpaid time.

**14.6 Overtime**

**14.6.1** Any overtime that is approved in advance by the site administrator shall be compensated at the appropriate rate.

**14.6.2** Notwithstanding the provisions of Ed. Code section 45127, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of time and one half (1/2) (Ed. Code 45131). A unit member having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following the commencement of his/her workweek, be compensated for at a rate equal to one and one half (1½) times the regular rate of pay of the unit member designated and authorized to perform the work.

**14.6.3** The method by which overtime shall be compensated (cash or compensatory time off) shall be determined by the employer but the wishes of the unit member shall be considered.

**14.6.4** Unit members shall have the right to refuse overtime.

## **14.7 Compensatory Time Off**

Compensatory time off shall be taken at a time mutually acceptable to the bargaining unit member and the District, within twelve (12) months from the date it was earned. Compensatory time that has not been taken within twelve (12) months from the time it was earned shall be paid in cash at the appropriate rate.

## **14.8 Minimum Call-In Time**

Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

## **14.9 Call Back Time**

Any unit member called back to work after completion of their regular assignment for an unplanned event or emergency purpose shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement and may be assigned to any work available during these two (2) hours.

## **14.10 Overtime Holiday Pay**

All work performed on holidays must be pre-approved in writing within three days of the event by the unit member's supervisor and shall be paid at two and one half (2 ½) times the unit member's hourly rate of pay.

#### **14.11 Employee Recognition**

When a unit member performs service above and beyond the call of duty as deemed by the Superintendent, they shall be recognized in a manner the Superintendent deems appropriate.

#### **14.12 Summer School Work**

When there is need for work to be performed during time when school is not normally in session, the work shall be offered to unit members on the basis of qualifications for employment in each classification of service which is required. If multiple unit members in a classification desire such work, then the unit member who has greatest seniority shall be offered the work. If no unit member within the classification in which the work is required accepts the offer, the work may be given to other qualified unit members outside the classification. A unit member, shall for services performed receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular school year.