4.1 **Definition** - For the purposes of this Article IV the following definitions are made:

A. Work Day - 12:01 a.m. to 12:00 midnight;

B. Work Week - Seven consecutive days (for calculating overtime);

C. Duty Day - The hours of assigned duty within a work day; and

D. Duty Week - The days of assigned duty within a work week.

1. Regular Five Day Duty Week - Five consecutive duty days of eight hours each within an assigned work week.

2. Regular Four Day Duty Week - Four duty days at ten hours each within an assigned work week.

3. Regular Part-Time Duty Week - Five or less duty days of eight or less hours each within an assigned work week such that the total duty week is less than forty hours.

4.2 **Work Assignment** - Each member of the bargaining unit shall be assigned to a specific work week, duty week, a regular minimum number of assigned hours per duty day and months per year prescribed by the District which shall be commensurate with the needs of the District.

4.2.1 Refer to Student Calendar (Appendix C & D)

4.3 **Days of Required Duty** - Each member of the bargaining unit is required to be on duty each calendar day falling within the member's duty week during the member's assigned period of employment except the holidays and days of authorized absence, leave, or vacation provided in this Agreement.
4.4 **Overtime Calculation**

4.4.1 **Definition** - Overtime is time worked, at the direction of the member's immediate supervisor, in excess of eight (8) hours in any one work day (in excess of ten (10) hours for members assigned to a regular four (4) day duty week) or forty (40) hours in any one work week. Overtime will be compensated as provided in Article V in 1/10 hour (six minutes) increments provided that at least 2/10 of an hour (twelve minutes) of overtime was worked.

4.4.2 **Days Worked** - Paid holidays and days of paid absence, leave, and vacation are considered as days worked in the forty (40) hour duty week for the purpose of calculating overtime.

4.4.3 **Excess Hours** - Hours worked in excess of eight (8) hours in any one work day (in excess of ten (10) hours for member assigned to a regular four day duty week) are excluded from the computation of the forty (40) hour duty week.

4.4.4 **Members Compensated for Overtime** - Members of the bargaining unit whose average work day is four (4) hours or more during the member's duty week shall be compensated at one and one-half (1 1/2) times the regular rate of pay for overtime for any work assigned on the sixth or seventh day following the duty week. Members having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of the workweek, be compensated for at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the member designated and authorized to perform the work. (See also Article V: Compensation, Section 5.8.2).
4.4.5 Compensating Time Off in Lieu of Overtime - Members of the bargaining unit assigned overtime may, if mutually agreed to by both the member and his/her immediate supervisor, be provided compensating time off, at a rate equal to the compensation as if said member was paid the appropriate overtime time. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked.

4.5 Temporary Increased Hours

4.5.1 A member of the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her permanent part-time assignment for a period of twenty (20) consecutive work days or more, shall have his/her fringe benefits prorated based on the increased assignment commencing on the 21st day. Such increase proration of fringe benefits shall be terminated upon completion of the increased assignment.

4.5.2 When a member works more than thirty (30) minutes per day in excess of his/her permanent part-time assignment in a non-substituting role for a period of twenty (20) work days within a two month period, the District and the Association shall agree to increase the members FTE permanently or extend the temporary increased hours.

4.6 Lunch Period

4.6.1 Members Entitled to Lunch Period - All members of the bargaining unit shall be provided and are entitled to an uninterrupted lunch period if their assigned hours of work during the duty day, as defined in Section 4.1 of this Agreement, exceed five and one-half (5-1/2) hours.

4.6.2 Time of Day - Members of the bargaining unit will be granted the lunch period at or about the midpoint of each duty day except that part-time members will be granted the lunch period at or about the fourth (4th) hours of the duty day, in either case at the direction of the member's immediate supervisor. No compensation shall be granted for the lunch period.
4.6.3 **Length of Lunch Period** - The length of time for such lunch periods shall be no longer than one (1) hour nor less than one-half (1/2) hour. An employee required to work in excess of twelve (12) minutes during his/her lunch period, if not provided for the additional time for the break after the occurrence of the work, shall be paid for the time worked at the appropriate rate.

4.7 **Rest Period** – Bargaining unit members shall receive the following rest periods.

- 0 – 3.99 hours worked – no rest period
- 4.0 – 5.99 hours worked – one fifteen (15) minute rest period
- 6.0 – 7.99 hours worked – two ten (10) minute rest periods
- 8.0 hours worked – two fifteen (15) minute rest periods

Rest periods may not be combined to take an extended rest break or added to a lunch break (if applicable) or end of the work day. Rest periods shall be scheduled by the immediate supervisor and should occur at approximately midway through work periods (start to end of work day, start to lunch break and/or lunch break to end of work day).

4.8 **Unscheduled Work**

4.8.1 **Definition** - Any hours of assigned duty above or beyond the member of the bargaining unit's regularly assigned hours shall be considered unscheduled work.

4.8.2 **Notice of Unscheduled Work** - It is understood that part-time bargaining unit members may be requested to work additional hours on any given day in case of District necessity, subject to the following:

4.8.2.1 Advance notice of the additional hours to be worked is to be given to the member by the appropriate supervisor, or designee.

4.8.2.2 In the event of serious personal necessity or hardship on the part of the bargaining unit member, the supervisor will attempt to arrange a substitute.

4.8.2.3 The supervisor will give notice in writing whether such work is to be paid in wages or adjusted hours.
4.8.3 Compensation for Work on Unscheduled Time - A member of the bargaining unit called into work on a day when the member is not scheduled to work, or called back to work after the completion of the member's regular assignment, shall:

4.8.3.1 Receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement if called before 9:00 p.m.; and

4.8.3.2 Receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement if called after 9:00 p.m.

The two (2) or three (3) hour minimum shall not apply to the extension of the work day with no break in duty. When a member is called into work or back to work, the elapsed time of the assignment shall be calculated on a portal-to-portal basis.

4.8.4 Acceptance of Unscheduled Work

4.8.4.1 A member of the bargaining unit may decline to accept an overtime work assignment, except that in cases of emergency the District reserves the right to require that the member perform the assignment.

4.8.4.2 An emergency, as used in this Article IV, is a sudden, urgent, unforeseen occurrence or occasion requiring immediate action.

4.8.4.3 The supervisor shall attempt to identify employees with the skills required who desire to work the unscheduled assignment before directing a member of the bargaining unit to perform the work assignment.

4.9 Overtime Distribution – Overtime/Additional time shall be rotated among the members within a specified classification at the affected school site or department, by seniority provided said members possess the necessary qualifications as shown in the job description.
4.9.1 Except as provided in paragraph 4.9.2 hereof, a member may decline an overtime assignment. Any member or members who decline their turn in the rotation lose their right to work an overtime/additional assignment until their next turn in the rotation.

4.9.2 If all members within the job titles which qualify for the overtime assignment decline an overtime assignment, the member(s) whose turn it is in the rotation shall work the overtime/additional time per assignment.

4.9.3 Each work site shall maintain an overtime/additional time rotation list. Such list shall be posted initially within the first month of the school year on the bulletin board or in the location where notices to classified employees are customarily posted.

4.9.4 In the event such list in not posted at a site or location as specified in 4.9.3 of this Article 4, the Association shall inform the Principal/Director at said site of the lack of posting of an overtime rotation list. Such list shall be posted within a reasonable time, but in no instance later than seventy-two (72) hours after the Principal/Director has been informed by the Association.

4.10 Substitute and Short Term Employees - Substitute and short term employees may be hired by the District in accordance with the provisions of the Education Code.
4.11 **Noon Duty Aides** - When a member of the bargaining unit has an additional assignment as Noon Duty Aide, that member shall be paid the regular rate of pay for the additional assignment as received for the basic assignment, and the additional time shall be acknowledged by the District as a portion of the member’s regular assignment in computing the fringe benefit entitlement.

4.12 **Substitute Noon Duty Aides** - Members of the bargaining unit shall be paid their regular rate when substituting for Noon Duty Aides.

4.13 **Contracting Out** – The District shall not contract out for any services which could be performed by bargaining unit members or could result in the layoff of bargaining unit employees.