

**Article 10**  
**CSEA Proposal**  
07/13/2023

**ARTICLE 10 - WORKING HOURS**

10.1 Working Hours

The usual workweek is forty hours, composed of five, eight-hour days. There are also part-time assignments with variable working hours.

The District retains the right to schedule and establish fixed starting and ending times of bargaining unit employees. An employee shall be notified in writing of any change to an existing work week or shift at least twenty (20) days in advance, except for in the case of an emergency.

An emergency as used herein is defined, by the District, as an occurrence of a serious nature that is sudden, unexpected and requiring immediate action. In the event of an emergency, an employee's schedule may be changed in accordance with the following procedure: (1) Volunteers will be solicited; (2) In the event no one volunteers, the employee with the least seniority in the job classification in the affected bargaining unit will be assigned.

Such adjustment shall not result in a reduction in assigned time. Upon timely request of CSEA, the parties shall meet and discuss proposed changes to shift hours for standard work schedule. Upon agreement, and unless otherwise agreed to, management shall provide to the affected employees and CSEA twenty (20) days' notice.

Whenever the District changes from daylight savings time to standard time and back to daylight savings time, affected employees working those shifts will change accordingly.

10.2 Alternate Workweek

The District may establish an eighty-(80) hour, nine-(9) day workweek or a four-(4) day workweek in accordance with Educational Code Sections 88031 and 88039. The District and unit member

26 must each agree to the alternative work schedule. The District or employee may terminate  
27 participation in the alternative workweek with the provision of a thirty-(30) day notice.

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### 29 10.3 Time-Clock Procedures

30 Employees are expected to be dressed and ready to begin work at the start of their shift. As part  
31 of this Agreement, the District and CSEA agree to the terms set forth in the Memorandum of  
32 Understanding executed by the parties on August 30, 2012 attached as Appendix G.

33 **10.3.1 Bargaining unit employees will have a “grace period” of five (5) minutes for**  
34 **clocking in after the start of their regularly scheduled shift or clocking out before the end**  
35 **of their regularly scheduled shift. Five - minute tardies will not be subject to the**  
36 **attendance accounting procedures described in Article IX.**

### 37 10.4 Lunch Period

38 Each employee in the unit who works a shift of more than six (6) hours shall receive a thirty-  
39 minute, duty-free meal period. Such meal period to be scheduled by the employee's supervisor  
40 as close as practicable to the middle of the scheduled shift, unless otherwise agreed to by the  
41 supervisor and the employee. If an emergency requires that an employee work through his/her  
42 work day without a lunch period, the employee shall be compensated for the missed meal period  
43 at the applicable rate.

### 44 10.5 Rest Period

45 Each employee in the unit who is scheduled to work four (4) or more consecutive hours shall  
46 receive a paid rest break of twenty (20) minutes. Each employee in the unit who is scheduled to  
47 work seven (7) or more consecutive hours shall receive a second paid rest period of twenty (20)  
48 minutes. Rest periods may not be combined, and shall be scheduled by the supervisor to occur  
49 approximately midway during each such four-hour period. However, if a unit member may elect  
50 to combine one rest period with the lunch, with the approval of the employee's supervisor.

51 10.6 Clean Up Period

52 Each employee shall receive a reasonable period of time, not to exceed **five (5)** minutes, for  
53 wash-up prior to the meal period and end of shift. **Additionally, bargaining unit employees**  
54 **shall, when necessary and with prior approval from their supervisor, have the option to**  
55 **shower in the middle of their shift for a period not to exceed thirty (30) minutes.**

56 **10.7 Locker Room Conditions and Audits**

- 57 1. **The District shall furnish for the use and benefit of all bargaining unit employees,**  
58 **individual lockers and locker room facilities. Employees will be charged with the**  
59 **proper usage and maintenance of the District-issued lockers. Employees may not**  
60 **post any photos, posters or stickers on the lockers or locker room walls.**
- 61 2. **Employees may post photos, posters or stickers inside the locker provided it**  
62 **does not violate District policy or cause damage to the locker.**
- 63 3. **Lockers shall be assigned to each permanent bargaining unit employee for the**  
64 **duration of the employee's tenure with the District. Issuance of the locker shall be**  
65 **based on seniority and availability.**
- 66 4. **The District reserves the right to inspect a bargaining unit employee's locker under**  
67 **the following circumstances:**
- 68 • **Reasonable suspicion that the locker contains stolen property or contraband.**
  - 69 • **A strong odor emanating from the locker that might be chemical or toxic.**
  - 70 • **Employment separation.**

71 **Locker Audit.**

- 72 5. **The District shall make every reasonable attempt to contact a bargaining unit**  
73 **employee before attempting to open the locker. If the employee cannot be reached,**  
74 **the District will contact a union representative and appointed supervisor to ensure**  
75 **they are present when the locker is opened and contents removed. All personal**  
76 **items shall be labelled and placed in a secure location for no less than thirty (30)**  
77 **days. After thirty (30) days, any uncollected items will be transferred to the "lost**  
78 **and found" or discarded.**
- 79 6. **Bargaining unit employees will be able to use a lock of their own choosing. The**  
80 **District is not responsible for the damage or destruction of any locks that could not**  
81 **be opened by the District locksmith. In the event that a unit members' locker is**  
82 **opened in their absence, the District will provide the employee with the names of**  
83 **those present during the breaking of the lock and removal of any personal items.**

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7. Bargaining unit employees will be given thirty (30) days notice of a locker audit. Lockers suspected of being unused shall be marked in public view. The Director of Facilities or designee will assign a supervisor with the responsibility of maintaining a list of locker assignments.
  
8. The District shall maintain, clean and sanitize the locker rooms in accordance with current best practices.



