

**ARTICLE 3**  
HOURS OF EMPLOYMENT

3.1 Work Day and Work Week

- 3.1.1 The work day for full-time employees shall be eight hours of work, exclusive of an unpaid 30-minute lunch period, in a continuous 24-hour period, except members assigned to the security unit. The work week for full-time employees shall be 40 hours in five consecutive work days and two days of rest in a seven-consecutive-day period. The work week shall be Monday through Friday. Exceptions to the above are cases where the work weeks are established under 3.1.2. Employees shall be notified of their assigned days and hours of work at the time of initial employment and promotion. Nothing in the above shall preclude the District from establishing a work day or work week of less than full time.
- 3.1.2 The District may establish a regular work week with the five consecutive work days including Saturday and Sunday employment. However, if the District establishes such a regular work week, the employee shall receive a 5% salary differential when requested to work a week other than Monday through Friday. Employees shall be selected on a voluntary basis first and, if there are insufficient volunteers, then the District may assign employees in reverse order of District seniority. For the community college police officer and community college police officer trainee positions, the District may rotate the work period among all employees. In the case of such rotation, the employee shall be provided at least eight (8) hours between the completion of one shift and the commencement of the following shift.
- 3.1.3 The starting and ending times of the work day and the required work days in a seven-consecutive-day period shall be determined by the District. At the beginning of the fiscal year (July 1), the District may modify the employee's work schedule provided that the employee receives at least ten (10) work days of advance notification from their immediate supervisor, and, if such advance notification is not provided and the District still desires to make the change in the starting and ending time of the work day or the work week, the employee shall receive a 5% salary differential for each day worked for which the employee has not received notification, to a maximum of ten (10) work days. This provision shall not apply to any employee who receives a special assignment differential. For those employees who are paid a special assignment differential, the work schedule may be modified at any time depending on the needs of the particular department in which the employee is assigned.
- 3.1.4 The District may establish a 10-hour work day, four-day/40 hour weekly schedule for community college police officer/trainees and dispatchers as a condition of employment.
- 3.1.5 Nothing herein shall preclude the District from establishing an alternative work week of a ten (10) hour day and a four (4) day forty (40) hour weekly schedule; or a nine (9) hour day for eight (8) days plus one eight (8) hour day in a two (2) week schedule totaling eighty (80) hours in the two (2) week period; or some other variation of scheduling allowable under the California Education Code, the Fair Labor Standards Act, and this contract so that no portion of the employee's regular work week will be overtime.

The employee may request an alternate work week described above or a flex schedule. Such a request is subject to approval of the employee's immediate supervisor and the Office of Human Resources. Upon approval by the Office of Human Resources of an alternative or flex schedule, the Association will be notified of the approved work schedule. In the event that an employee's request for an alternative work week or a flex schedule is denied, the employee's supervisor will meet with the employee to discuss the reason(s) for the denial of the request.

If the employee requests, the District agrees to meet with the employee and the Association if the employee's alternative work week pattern or flex schedule is to be amended or canceled without the employee's prior consent. The District shall develop a procedure in consultation with the Association to review such requests.

Section 3.1.5 does not apply to community college police officers and community college police trainee positions.

## 3.2 Overtime

3.2.1 Unit members shall be compensated at a rate of 1 1/2 times the regular rate of pay for the number of hours worked in excess of eight-hours per day and/or 40-hours per week, provided such overtime is directed and authorized in advance by management personnel. All approved overtime shall be submitted to the Payroll office on a District approved form which shall state the amount of overtime approved and whether such overtime is to be paid compensation or compensatory time. The form shall be signed by both the employee and the supervisor.

3.2.2 For those employees who have an average work day of four hours or more, but less than eight hours, compensation for any work required to be performed on the sixth or seventh day following commencement of the work week shall be at the rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized in advance to perform the work.

3.2.3 For those employees who have an average work day of less than four hours during the work week, compensation for any work required to be performed on the seventh day following commencement of the work week shall be at the rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized in advance to perform the work.

## 3.3 Overtime Compensation

3.3.1 Overtime compensation shall not be provided unless overtime work is authorized in advance by management personnel.

3.3.2 For overtime work, the District shall grant either paid compensation or, by mutual agreement with the employee, compensatory time off at the same ratio as the overtime payment. In the event that compensatory time is given for overtime, the employee must take the compensatory time within twelve (12) months. The scheduling of compensatory time off is subject to the approval of the immediate supervisor. In the event that an employee is not able to take her/his compensatory time off within twelve (12) months the employee will be paid for such time at the appropriate rate.

- 3.3.3 Shift and special assignment differentials regularly received by the employee shall be included in determining the regular rate of pay for the purposes of determining the overtime salary payment.
- 3.3.4 For the purposes of determining overtime compensation, time which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the employee.
- 3.3.5 Overtime shall not be granted for periods of less than 1/2 hour. However, if there is a pattern of repeated requests for overtime of less than thirty (30) minutes, the employee shall be compensated at overtime rates for all work performed. "Pattern of repeated request" shall be defined as a requirement to perform overtime of less than thirty (30) minutes more than three times in any fifteen (15) working day period.

#### 3.4 Assignment of Overtime

- 3.4.1 Overtime shall be assigned on a rotating seniority basis among all qualified employees who are in the same classification, the same organizational unit, and at the same work location. If an employee chooses not to work the overtime assigned under section 3.4.1, no punitive action shall be taken by the District or the immediate supervisor.

The department may define the group of qualified employees by their shift for purposes of assigning overtime so that call back pay is not obligated. In order to determine if an employee is qualified, the department should consider the employee's work record in the department, including being in an unsatisfactory status on a current evaluation or having a formal discipline action in process.

- 3.4.2 If no employee in the classification, organization unit and work location accepts the overtime assignment, using the rotating seniority process, the District may assign the overtime in reverse rotating seniority order.

- 3.4.3 The following are allowable exceptions to the seniority overtime assignment process:

When overtime is authorized for completion of a specific assignment, project, or work in progress, the employee who began the assignment, project, or work may be assigned the overtime;

When the District determines it is necessary to consider special skills and training of employees to perform particular work;

When employees are available to perform the work on a non-over-time basis, the District shall not be required to assign the work on an overtime basis.

Overtime pay assignments will not be given to temporary employees unless the regular employees that would normally be assigned the overtime are not available or one of the seniority exceptions apply.

#### 3.5 Call Back Pay

- 3.5.1 Whenever an employee is ordered by the District to return to duty following termination of his/her normal work shift or work week and the employee has departed from his/her work location, the employee shall receive a minimum payment equivalent to two (2) hours of pay at the applicable rate unless the employee works for more than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the applicable rate.

3.5.2 Whenever an employee is ordered by the District to work a day which is not a regularly scheduled workday, and is provided notice of such required work at least five (5) days prior to the commencement of the work requirement, the employee shall receive a minimum payment equivalent to two (2) hours at the overtime rate unless the employee works more than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the overtime rate. If the District does not provide notice of such required work five (5) days prior to the commencement of such work requirement, the employee shall receive a minimum payment equivalent to four (4) hours at the overtime rate unless the employee works more than four (4) hours, in which case he/she shall be compensated for the actual hours worked at the overtime rate.

### 3.6 Lunch Period and Breaks

3.6.1 Each employee who works five (5) or more hours per work day shall be entitled to an unpaid lunch period consisting of at least one-half hour as scheduled by his/her immediate supervisor.

3.6.2 Each employee in the bargaining unit who works four (4) or more hours per work day shall be entitled to and shall take a 15-minute break per four (4) hours as scheduled by his/her immediate supervisor.

3.6.3 The immediate supervisor shall schedule the lunch period near the middle of the work day for full-time employees and breaks near the middle of the four (4)-hour work periods, commensurate and consistent with the work responsibilities of this employee. Employees may not combine their lunch and break periods in order to shorten their work day, except with the approval of their immediate supervisor.

### 3.7 Employee Work Calendar

3.7.1 The parties agree that they shall negotiate the employee work calendar annually, prior to Board approval. (see calendar appendices).

3.7.2 Bargaining unit members will be assigned to either an eleven or twelve month work year. For eleven month employees, at the beginning of the employee's work year, the District, after consultation with the employee, shall assign the period of time, which shall consist of four consecutive work weeks (normally within the months of July and August), in which the employee shall not be assigned to work. Eleven month employees will be provided at least thirty (30) days written notice of their non-duty time. The non-duty period of time may be scheduled in non-consecutive weeks if mutually agreed to, in writing, between the employee and his/her supervisor.

### 3.8 Winter/Summer Recess Additional Assignments:

3.8.1 Employees not assigned to work during the summer or winter recess periods may request to be assigned to any work in their current classification that may be available during either the winter or summer recess. The district shall determine what, if any, work is available during the winter or summer recess. If additional assignments become available during either the winter or summer recess, the District shall assign the work to any employee who has requested an additional assignment. In the event two or more employees request an additional assignment, the assignment will be given to the most senior employee. In order to be qualified for an additional assignment, an employee must have received at least an overall satisfactory rating on their last evaluation and must not be facing disciplinary charges at the time of the additional assignment. In the event that no employee within the classification of work to be assigned is available, the District may assign the work to an employee in a related classification.