

ARTICLE VII
HOURS AND OVERTIME

- 7.1 The normal workweek for a full-time employee covered by this Agreement shall consist of five (5) days totaling forty (40) hours. Alternate full-time workweeks may be established by written agreement between the immediate supervisor and the affected employee, subject to approval of the department manager and college president or appropriate District Administrative Center manager and review by the District Human Resources Department.

Written agreement for regular alternative workweeks is established by signing the *Change in Personnel Status* form and the "agreement" form which identifies the type of schedule. Written agreement for temporary alternate workweeks is established by a memo and sign-off by both parties.

The District will make all reasonable efforts to accommodate requests for alternate schedules. Any denial of such request shall be based on the needs of the department or division and shall not be made on any discriminatory basis.

Pursuant to Education Code §88026, the District has the right to establish work schedules for police classes in excess of eight (8) hours in a day wherein those hours in excess of eight (8) are exempt from overtime compensation. Hours in excess of forty (40) in the employee's workweek shall be compensated at the overtime rate.

- 7.2 Part-time employees covered by this Agreement shall, to the extent consistent with the District's calendar and other operating requirements, be assigned a fixed and regularly-recurring schedule of days and hours.
- 7.3 Reductions in employees' regularly assigned hours shall, to the extent required by the Education Code, be treated as lay-offs under this Agreement.
- 7.4 Any part-time employee covered by this Agreement who works at least thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) or more consecutive working days shall have his/her regular assignment adjusted upward to acquire fringe benefits on a properly prorated basis.
- 7.5 When the District determines that it will be necessary to permanently assign additional hours of work to a part-time position at a work site, the additional hours shall first be offered to the employee at the work site in the appropriate classification who has not received an unsatisfactory evaluation on any factor in his/her most recent evaluation, and who has the greatest District seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees at the work site in the appropriate classification in descending order of District seniority.

The assignment of additional temporary hours to a part-time position within a department shall be first offered to the employee in the appropriate classification who has not received an unsatisfactory evaluation on any factor in his/her most recent evaluation, and who has the greatest seniority in the classification provided that the assignment of time does not constitute overtime and does not exceed nineteen (19) days. If the senior employee declines the assignment, it shall be offered to the remaining employees in the department

in the appropriate classification in descending order of seniority.

- 7.6 Each employee covered by this Agreement who works a shift of five (5) hours or more shall receive at least a thirty (30)-minute duty free meal period, without pay, the length of such meal period to be determined by the District. Such meal period shall be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift unless otherwise agreed to by the supervisor and the employee.
- 7.7 If an emergency or the District's requirement for twenty-four (24)-hour coverage of designated positions requires that an employee work through his/her scheduled meal period, and an alternate meal period cannot be scheduled more than two (2) hours prior to the end of the employee's scheduled shift, the meal period shall be counted as time worked for the day in which such meal period was missed.
- 7.8 Each employee covered by this Agreement who is scheduled to work a shift of three (3) or more consecutive hours shall receive a paid rest period of fifteen (15) minutes approximately mid-way during each four (4) hour period (or major portion thereof) during such shift. The employee's supervisor shall schedule or designate the time of such rest periods according to the requirements of the job.
- 7.9 Employees covered by this Agreement shall have the right to use lunchroom and restroom facilities at each work site.
- 7.10 The District may not require that an employee work overtime if such overtime will interfere with the employee's legal right to such time off as is necessary to permit the employee to vote in any federal, state, or local governmental election.
- 7.11 Overtime shall be considered as time worked in excess of eight (8) hours in any day (except when an alternate schedule has been agreed to under Section 7.1) or in excess of forty (40) hours in any calendar week. Increments of time worked shall be rounded to the nearest tenth (10th) of an hour for the accrual of overtime credit. Paid leave approved and taken during a workweek shall be considered as hours worked.
- 7.12 Overtime also shall be defined as any time worked on a sixth (6th) or seventh (7th) consecutive workday by an employee having an average workday of four (4) hours or more during his/her regular workweek; or any time worked on a seventh (7th) consecutive workday by an employee having an average workday of less than four (4) hours during his/her regular workweek.
- 7.13 Except as provided in Section 7.14 below, an employee who works overtime shall be compensated for all time worked at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay. The regular rate of pay includes all applicable pay differentials for work performed, and is based upon the employee's regular salary schedule placement at the time the overtime is paid, unless the overtime was earned when the employee was temporarily employed in a higher classification.
- 7.14 The supervisor and the employee may agree to compensation for overtime by the District granting compensatory time off in lieu of paid overtime, at the rate of one and one-half (1-1/2) times for all time worked. Non-exempted employees may accrue a maximum of one hundred sixty (160) hours of compensatory time off. Non-exempted public safety employees may accrue a maximum of four hundred eighty (480) hours of compensatory

time off. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which an employee worked the overtime, or, if not granted within such period, shall be compensated for in the manner set forth in Section 7.13.

- 7.15 An employee who is required to work on any holiday specified in this Agreement shall be compensated at the overtime rate for all time worked, plus the regular holiday pay to which such employee otherwise would be entitled.
- 7.16 The District will make reasonable efforts to equitably distribute overtime among qualified employees within the job classification and work unit where such overtime is required. Except in case of emergency, the qualified employee within the appropriate job classification and work unit who has the greater District seniority normally shall first be offered an available overtime assignment and, if such offer is declined, it shall thereafter be made to similarly situated employees in descending order of District seniority. Qualified employee for the purposes of this section means one who does not have an unsatisfactory performance rating in factors of "Quality of Work," "Work Habits," and "Demonstration of Initiative and Judgment," in the most recent performance evaluation. All overtime is subject to pre-approval of the department/division manager or designee.

The District normally will not require an employee to work overtime unless all available qualified employees within the appropriate classification and work unit have declined the overtime assignment or are unavailable, in which case the required overtime assignment will be made in reverse order of District seniority. Any employee who has previously waived his/her claim to equitable distribution of overtime by declining an overtime assignment shall be reinstated for consideration upon request.

Where appropriate, the immediate supervisor shall maintain a seniority list of employees by classification within the department and assign overtime by rotation based upon the seniority list starting with the most senior eligible person.

An employee who is ineligible for overtime due to performance may request a performance evaluation ninety (90) calendar days from the date of ineligibility.

- 7.17 Except as specifically set forth herein, nothing in this article shall be deemed to require the District to pay any employee for time not worked or to restrict the District's right to require the performance for overtime work.
- 7.18 Nothing in this Agreement shall be deemed to preclude persons not covered by this Agreement from performing the work of any employee covered by this Agreement subject to the Education Code. No classified employee shall be laid off from the District as a result of the implementation of this section.
- 7.19 Any employee covered by this Agreement who is regularly assigned a workday containing a split shift, shall receive a differential of fifty-five cents (\$.55) for each hour worked during such workday. A split shift is one in which there is a break of more than one (1) hour between the employee's assigned working times.
- 7.20 An employee covered by this Agreement whose regularly assigned work shift, or a major portion thereof, falls between 5:00 p.m. and midnight, shall be called a "swing shift"

employee, and shall receive a differential of forty-five cents (\$.45) for all hours worked during such shift. An employee whose regularly assigned workday, or a major portion thereof, falls between midnight and 8:00 a.m., shall be considered a "graveyard shift" employee, and shall receive a shift differential of ninety cents (\$.90) for all hours worked during such shift. An employee who regularly receives such shift differential shall continue to receive such differential if temporarily assigned to a day shift for twenty (20) working days or less.

- 7.21 Any employee covered by this Agreement who is called back to work during the same workday in which he/she has completed a regularly scheduled shift, and who is called back more than one (1) hour after the completion of such shift, shall be compensated for all hours worked at the applicable rate of pay but, in any event, shall receive not less than three (3) hours of pay for such call back at the applicable rate of pay.
- 7.22 Employees covered by this Agreement shall be given at least fifteen (15) working days advance notice of any change in their regular work schedule unless the change has been deemed an emergency by their supervisor. At time of notification, the supervisor will meet, discuss and provide in writing the proposed change with the affected employee.