

Article 6 HOURS OF EMPLOYMENT

§ 6.1 Work Year Descriptions

§ 6.1.1 This section is intended as clarification of work assignments of less than a full year duration.

§ 6.1.2 These day designations are intended to replace the nine (9), ten (10) and eleven (11)-month assignments. They were developed for the instructional year unit member by taking actual days of instruction minus final exams. The 217 and 238-day classifications were determined by computing 21.67 work days per month for each classification.

§ 6.2 Work Schedule A: Hourly Instructional Year Employee

§ 6.2.1 This hourly position is intended to provide direct support for the instructional program. This work year category is intended to coincide with the instructional calendar (161 to 171 days) and, depending upon the financial resources of the affected departments, may include any breaks in the instructional program, final exams or other non-instructional periods. All accrued vacation in this class is intended to be paid annually.

§ 6.2.2 Notwithstanding the provisions of 6.2.1, and depending on the financial resources of the affected department, any additional work assignments such as equipment preparation prior to the instructional days, maintenance of equipment or other collateral responsibilities may, at the discretion of the affected department, require an additional Personnel Action Form (PAF) listing the specific intention and the additional days necessary for this classification of employee.

§ 6.3 Work Schedule B: (Formerly 10-Month Employee)

§ 6.3.1 This yearly work calendar includes the instructional calendar as well as preparation period prior to instruction, facility preparation, maintenance of equipment and the administration of final exams. It is intended that this 217-day classification of employee would receive normal holidays and vacation time as days off during their employment, as provided by contract.

§ 6.4 Work Schedule C: (Formerly 11-Month Employee)

§ 6.4.1 This category of 238-day unit member schedule would include all of the previously stated activities and period of employment. Additionally, this category would typically function in support of summer school programs as well. Additional activities could include administrative support for curriculum, long term facility and equipment maintenance, assistance with student registration and preparation for courses.

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§ 6.5 Work Week

§ 6.5.1 The work week shall consist of seven (7) consecutive days, pursuant to the Fair Labor Standards Act. Different work weeks may be established for individual unit members, classes of unit members, or departments, in accordance with the provisions of Section 6.7.2, Variable Scheduling.

A unit member's regular work schedule shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week, unless modified pursuant to ~~Article Section 6.7.2~~, Variable Scheduling. This Article shall not restrict the extension of the regular work day or days worked on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 6.13, Overtime; provided, however, the District shall have the right to institute a four (4) day work schedule of ten (10) hours per day upon SEIU approval.

1. Part-time unit members shall be assigned and shall work those hours as determined by the District as appropriate for their positions.
2. No unit member shall be assigned permanently to other than a Monday-Friday schedule without his/her written consent, unless a four (4) day, ten (10) hour/day schedule is established.

§ 6.5.2 Unit members authorized to ~~work at home must have prior written approval from their immediate Supervisor, with notice to the Vice President of Human Resources prior to commencing such work, if possible. All hours spent in the performance of the unit member's duties, whether at the unit member's regular work site, at home, or at an alternate location, telecommute per Article 28, Telecommuting Agreement shall be considered as time worked, and~~ shall be compensated at the appropriate rate (regular rate or overtime rate) consistent with the provisions of this Section and Section 6.13, Overtime.

~~The District and SEIU will negotiate telecommuting options for unit members. This will include consistent eligibility criteria, limits, approval process, and guidelines for terminating the arrangement. The intent is this will be in place for fall 2021.~~

§ 6.6 Work Day

§ 6.6.1 The length of the ~~work-day~~ workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

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§ 6.7 Variable Scheduling

§ 6.7.1 Except as revised pursuant to Section 6.5, Work Week, core hours of the District may be defined as commencing at 8 a.m. and ending at 5 p.m. This is inclusive of two (2) uninterrupted fifteen (15) minute rest periods, one (1) before noon and one (1) after noon, and a minimum thirty (30) minutes uninterrupted lunch period.

§ 6.7.2 The District recognizes that **flexible variable** scheduling of work hours which accommodate the personal preference of unit members may be of benefit to both the unit members and the District. Unit members may voluntarily work a **flexible-variable** schedule so long as the core needs of the District are met. A **flexible-variable** schedule may include, but is not limited to, one-half (1/2) hour lunch (minimum), a 4/10 work schedule, a 9/8/1 work schedule, changes in days and or hours worked, or other variances from the regular work schedules as established by the District. Lunch periods and breaks shall be taken in accordance with the provisions of Sections 6.11, Lunch Period and 6.12, Rest Period, and shall not be used to shorten the work day.

Requests for **variable-flexible** schedules shall be made and evaluated at the departmental-work area level. Therefore, different types of schedules may be implemented depending on the needs of each work area. The District retains the right to determine the core needs of each work area.

A unit member or group of unit members requesting **flexible-variable** schedules shall demonstrate as part of their request that the public service and/or production needs of their work area will continue to be met, and that all impacted employees are in agreement with the **flexible-variable** scheduling arrangements.

Requests meeting these criteria shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, assurance that all areas are covered and that an adequate number of personnel are present in the work area during core hours of the District. Denial of a specific request shall not be grievable.

Proposals for **flexible-variable** schedules which have been arranged with co-workers shall be given to the unit member's immediate supervisor at least two (2) weeks before the proposed schedule is to begin. The supervisor's response shall be given to unit member within two (2) weeks.

Flexible-Variable scheduling arrangements may be discontinued due to: a change in personnel; the request of the unit members; the determination by management that public service, work production or flow are being adversely affected. A discontinued **flexible-variable** schedule will result in all unit members in that work area, if necessary, reverting to the previous fixed work schedule of that area until such time as new **flexible-variable** schedules may be arranged.

No **flexible-variable** scheduling arrangement shall be permitted which results in a non-exempt unit member earning mandatory overtime pursuant to the Fair Labor Standards Act. The parties agree that, for unit members working **flex-variable** schedules, the normal work week may be redefined pursuant to the Fair Labor Standards Act.

The following conditions shall apply to unit members working a **flex-variable** schedule:

Vacation, Sick Leave: Unit members taking a vacation day will use the number of hours of vacation or sick leave that equals their scheduled hours for that day [e.g., nine (9) hours on a scheduled nine (9)-hour day, four (4) hours on a scheduled four (4)-hour day].

Holidays: Unit members will receive eight (8) hours of Holiday Pay for any given holiday (holidays are pro-rated for part-time unit members). If the unit member is normally scheduled to work more than eight (8) hours on a day that is a holiday, the unit member must either make up the difference in hours scheduled to be worked and actual hours of holiday pay through use of vacation or compensatory time off, or make up the additional time in the same week that the holiday occurs. Unit members who are scheduled to be off on a holiday will receive eight (8) hours holiday pay at their regular rate of pay (holiday pay does not count towards overtime as it is not time worked). Unit members making up time due to occurrence of a holiday shall also not earn overtime for time spent making up the difference in holiday pay and scheduled hours of work and the department manager will be responsible for supervising all points of the schedule.

Overtime: ~~Unit members shall earn overtime (or compensatory time off) for all hours worked in excess of forty (40) hours in a workweek, or in excess of their regularly scheduled hours in a workday [e.g. in excess of nine (9) hours on a scheduled nine (9) hour day, and in excess of four (4) hours on a scheduled four (4) hour day]. Overtime for part-time unit members shall continue to be governed by Section 6.13, Overtime, of this Agreement Unit Members shall be compensated for overtime per section 6.13 and applicable CA regulations.~~

§ 6.8 "Summer Hours" Schedule

§ 6.8.1 The regular summer work week/day, i.e.; 4/10 Plan, shall commence on the Monday designated as "Memorial Day" Holiday, usually the last week of May, and continue through the close of business on Thursday, the last week in July.

§ 6.8.2 The ~~College's District's~~ core business hours during the regular school year are daily from 8 a.m. to 5 p.m. ~~There are Some~~ departments ~~such as Admissions & Records, etc. that~~ may include evening hours as part of their core hours on Monday through Thursday.

§ 6.8.3 All offices are expected to and shall be open and adequately staffed during the core business hours in order to serve the District, student and public needs.

§ 6.8.4 All unit members are expected to work Monday through Thursday.

§ 6.8.5 Unit members may be approved to work variable daily hours which shall begin no sooner than 7 a.m. and end no earlier than 4 p.m. The morning and/or afternoon rest periods (Section 6.12.1) and/or the duty-free half- or hour-lunch period (Section 6.11.1) shall not be used to shorten the work day.

§ 6.8.6 Supervisors are encouraged to support, whenever possible, a unit member's request of a variable Monday through Thursday schedule in accordance with provisions of Section 6.8.5 and other applicable provisions of this Agreement, in order to accommodate the unit member's difficulties with the 4/10 schedule due to verifiable obligations related to dependent care. Other reasons may be considered by the supervisor. The supervisor shall recommend and the component administrator and Vice President

of Human Resources or designee shall approve/deny such requests from unit members. Reasonable requests shall not be arbitrarily denied.

§ 6.8.7 Approved variable work schedules under Section 6.8.6 may be discontinued at any time by the supervisor and/or component administrator due to: a change in personnel; the request of the unit member; or the determination by management that public service, work production, job performance or flow are being adversely affected.

§ 6.8.8 The "Summer Hours" Agreement (Appendix F.1), is hereby incorporated into this collective bargaining agreement to continue in effect until mutually agreed upon, in writing, to do otherwise. Allegations of procedural violation are grievable. Decisions by management under Section 6.8 are not grievable under the provisions of Article 13 - Grievance Procedure.

§ 6.9 Reduction in Assigned Time

§ 6.9.1 Any reduction in assigned time shall be accomplished in accordance with Article 20, Layoff Procedures, of this Agreement.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.10 Adjustment in Assigned Time

§ 6.10.1 A classified unit member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a pro-rata basis. Such change in assignment shall not be permanent unless specifically so determined by the District in advance and the unit member so notified in writing.

§ 6.11 Lunch Period

§ 6.11.1 All unit members shall be entitled to a duty-free lunch period. Such lunch period shall be for a period of no less than thirty (30) minutes nor longer than one (1) hour, but may exceed one (1) hour if a unit member has adopted a **flexible-variable** schedule pursuant to Section 6.7.2, Variable Scheduling. The lunch period shall be scheduled for full-time unit members at or about the mid-point of each shift. The work day shall not be reduced by eliminating lunch periods.

§ 6.12 Rest Period

§ 6.12.1 All unit members shall be granted a rest period, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes for four (4) hours worked. The exact schedule shall be **determined-approved** by the immediate supervisor. The work day shall not be reduced by shortening or eliminating rest periods. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the unit member.

§ 6.12.2 In accordance with the Summer Hours Agreement, during the 4/10 schedule an additional break of ten (10) minutes per day may be added to another rest period during the day or be utilized independently, as scheduled between the employee and the supervisor. (Appendix F.1)

§ 6.13 Overtime

§ 6.13.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1-1/2) the regular rate of pay or by compensatory time off at one and one-half (1-1/2) hours for all overtime work.

Unit members shall be compensated at overtime rates for all work in excess of forty (40) hours in any one work week. **Per Ed Code 88027, for the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.**

Overtime work requires prior direction and/or authorization of the unit member's immediate supervisor. The District shall be responsible to compensate unit members for all hours worked when the District knows, or has reason to know that work is being performed.

§ 6.13.2 At the time a unit member is requested to work overtime **he/she they** must advise

~~his/her~~ their supervisor as to whether ~~he/she wishes~~ they prefer to be paid for the overtime on the next appropriate pay cycle or receive compensatory time.

The unit member's request for overtime pay ~~or compensatory time~~ shall be honored, unless the department does not have sufficient funds. If the department does not have sufficient funds to pay for the overtime, the unit member may decline the overtime unless no other qualified unit member is available, in which case the work will be assigned to that unit member as compensatory time off at one and one-half (1-1/2) hours for all overtime work.

Employees may accrue up to two hundred-forty (240) hours of compensatory time.

Requests to utilize accrued compensatory time off shall be honored unless to do so would be unduly disruptive to the Department's operations. Denial of requests to utilize compensatory time off must be based upon a reasonable and good faith anticipation that use of such time would impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity to the public during the time requested.

~~In the event that a unit member fails to utilize accrued compensatory time off in accordance with the timelines set forth herein, the District may direct when accrued time will be taken.~~

§ 6.13.3 Unit members who work less than eight (8) hours per day shall be paid straight time for additional time up to eight (8) hours per day. Unit members having an average work day of four (4) hours or more during the work week who work five (5) consecutive days shall be paid overtime if required to work the sixth (6th) or seventh (7th) day. Unit members having an average work day of less than four (4) hours during a work week shall be paid overtime for the seventh (7th) day following the commencement of his/her work week. CA Ed Code 88030

§ 6.13.4 In addition to pay for the holidays all hours worked on holidays designated by the Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay and shall be approved by the Vice President of Finance and Administrative Services.

§ 6.13.5 A supervisor and a unit member may mutually agree to temporarily flex the unit member's regular schedule, but the supervisor cannot use this type of agreement to avoid compensating a unit member at overtime rates.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.14 Overtime for Unit Members Receiving a Reduction in Hours in Shift Differential

§ 6.14.1 A unit member in the bargaining unit whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate in accordance with this Article for all hours worked in excess of seven and one-half (7-1/2) hours in any one (1) day or on any one (1) shift or in excess of thirty-seven and one-half (37-1/2) hours in any one (1) calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time. All overtime shall be paid based on a regular rate which includes a shift differential premium of 5% where provided.

§ 6.15 Distribution of Overtime

§ 6.15.1 Overtime shall be distributed and rotated as equally as is practical among unit members in the bargaining unit within each department. In the event a unit member feels that overtime is creating or would create a personal burden, the unit member shall have direct access to the Vice President of Human Resources or Vice President of Finance and Administrative Services.

§ 6.16 Call in Time

§ 6.16.1 Any unit member called into 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.

§ 6.17 Call Back Time

§ 6.17.1 Any unit member called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work, irrespective of the actual time worked at the appropriate rate of pay under this Agreement.

§ 6.18 Shift Differential

§ 6.18.1 Shift differential shall apply to all hours regularly scheduled to work, including sick leave, vacation, holiday leave, overtime and all other paid leaves.

§ 6.18.2 Unit members whose **regularly scheduled** shifts includes any hours before 6:00 am or after 7:00 pm Monday through Friday, and shifts with any hours on Saturday or Sunday, will receive a 5% shift differential on their whole shift.

(See the shift differential schedule in Appendix G. This appendix supersedes all other appendices related to shift.)

§ 6.18.3 A unit member whose shift encompasses the hours of 11:00 p.m. to 4:00 a.m. will receive an additional 2% “graveyard” premium for a total of 7% shift differential. The premium will be applied to the entire scheduled shift.

§ 6.18.4 A unit member who receives a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential, when assigned temporarily to a shift that does not qualify for a shift differential. Temporarily shall mean fifteen (15) work days or less.

§ 6.18.5 A unit member shall not be eligible for a shift differential premium if the unit member has voluntarily adopted a **flexible variable** schedule pursuant to Section 6.7-2, Variable Scheduling, of this Agreement.

§ 6.18.6 The District will provide as much notice as is reasonably possible, but not less than thirty (30) working days notice to SEIU of a proposed deviation from the core hours specified in the Agreement.

§ 6.18.7 The District and SEIU will form a work group in Fall ~~2014-2024~~ to study—**“on-call pay.” compensation for and definition of shifts, including but not limited to, 24-hour event chaperone shifts, multi-day chaperone shifts, travel shifts, stand-by and on-call status.**

§ 6.19 Split Shift

§ 6.19.1 All unit members whose **regularly** assigned shift **is between 6:00 a.m and 7:00 p.m.** and contains **one (1) or more periods of unpaid time, whose total exceeds two (2) hours a period of 2 or more hours of unpaid time** shall be paid a **split** shift differential premium of 5% for those days on which the split shift occurs.

§ 6.19.2 A unit member shall not be eligible for a split shift premium if the unit member has voluntarily adopted a ~~flexible~~ **variable** schedule pursuant to Section 6.7-2, Variable Scheduling, of this Agreement.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.20 Employment Status

§ 6.20.1 Upon initial employment and upon each change in classification, each affected unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, hours per week, days per week, and days per year.

§ 6.21 Voting Time

§ 6.21.1 If a unit member does not have sufficient time outside of working hours to vote at a statewide election, they may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable them to vote.

§ 6.21.2 No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

§ 6.21.3 If the unit member on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the unit member shall give the District at least two (2) working days notice that time off for voting is desired, in accordance with the provisions of this section.

§ 6.21.4 Not less than ten (10) days before every statewide election, the District shall notify, by e-mail, the unit members with the provisions of Article 6.21.

§ 6.22 Job Sharing

§ 6.22.1 Job sharing is defined as the practice of filling one (1) permanent full-time position with two (2) part-time unit members sharing the responsibilities of the position pursuant to a written agreement between the unit members and the District.

§ 6.22.2 Requests by unit members to participate in a job sharing arrangement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the District.

§ 6.22.3 A job sharing agreement may be terminated by the District, by the mutual agreement of all of the parties involved, or by the termination of one of the participating members. Decisions made by the District under these provisions are not grievable nor arbitratable.

§ 6.22.4 Health and welfare benefits shall be prorated in accordance with provisions of Article 9.