

Article 7: HOURS

7.1 The regular work week of a full-time unit member normally is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management, and provided that an alternate work week shall be permitted by mutual agreement between any unit member and the District.

7.1.1 Alternate Work Schedules

- a. **Flexible Work Schedule.** Subject to approval by the unit member's immediate supervisor, a unit member may work a flexible work schedule. A flexible work schedule means *up to* an eight (8) hour workday in which the unit member may vary *their* starting and ending time. **Under no circumstance may a flexible schedule exceed eight (8) hours per day or forty (40) hours per week. All flexible schedules must be requested on the Request for Flexible/Compressed Schedule Form and submitted to the Vice President, Human Resources for compliance.**
- b. **Compressed Work Schedules.** The District and unit member may mutually agree to a compressed work schedule, in accordance with Fair Labor Standards Act (FLSA) or Education Code 88040, to establish either an:
 - 4/10 (four-day, ten-hour per day workweek)
 - 9/80 (one eight-hour day, and eight nine-hour days over a two week period)**All compressed schedules must be requested on the Request for Flexible/Compressed Work Schedule Form and submitted to the Vice President, Human Resources for compliance.**

The supervisor may, subject to two weeks notice, terminate a unit member's flexible/compressed work schedule. The termination of a flexible/compressed work schedule shall not be for arbitrary and/or capricious reasons.

If a holiday falls on a day for which the unit member is not scheduled to work as a result of the compressed schedule, the District shall provide a substitute holiday for such unit member, within the same pay period, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within the unit member's normal work schedule.

7.2 **Overtime. Notwithstanding circumstances pursuant to Article 2 - District Rights, overtime is voluntary.** The District will provide overtime compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime **and certified by the immediate supervisor on the Compensatory Time/Overtime form and submitted to payroll for payment.** Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which

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Deleted: This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours or whose positions are excluded from overtime provisions in accordance with Education Code Section 88029, except as provided in Education Code Section 88027.

the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the unit member.

The District shall make a reasonable attempt to ensure that overtime is equitably rotated among **unit members**.

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7.2.1 Notwithstanding Sections 7.1 and 7.2 of this Article, the workweek for any unit member having an average work day of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

7.2.2 In the event a unit member who regularly works less than eight (8) hours a day and forty (40) hours a calendar week is designated and authorized to work in excess of the number of hours a day or week for which **the unit member** is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, **the unit member** shall be compensated for such additional hours at **the unit member's** regular rate of pay on a one-for-one basis. Overtime service in excess of eight (8) hours a day shall be compensated at the overtime rates specified for full-time unit members. **Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.**

7.2.3 Overtime/Compensatory Time Allocation Method. Overtime work shall be compensated as determined by the supervisor prior to the rendering of overtime services as follows:

a.) Either cash compensation at the rate of one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the overtime work; or

b.) Compensatory time off at the rate of one and one-half (1 1/2) times the number of hours of authorized overtime work; or

c.) A combination of cash compensation and compensatory time off as arranged in accordance with terms set forth in this Collective Bargaining agreement;

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7.2.4 Compensatory Time. Compensatory time shall be certified by the immediate supervisor on the Compensatory Time/Overtime request form and submitted to payroll for entry into the District's time and attendance system. Compensatory time off shall be granted and taken within the fiscal year in which

compensatory time was earned and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned. **Absences charged to compensatory time shall be entered into the District's time and attendance system.**

- a.) Overtime may be compensated with **one and one-half (1 1/2) compensatory** time credits in lieu of cash payments up to a maximum of 240 compensatory time hours (160 hours straight time equals 240 hours compensatory time).
- b.) Compensatory time shall be taken in units of one-half (1/2) hour or more at times approved by the immediate supervisor.
- c.) Compensatory time **must be taken within the fiscal year it is earned. Any outstanding compensatory time** shall be paid out **as a part of the July 31 payroll.**

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7.3 Meal and Rest Breaks. All unit members who have a work day of six (6) hours or more shall be entitled to take a non-paid duty-free lunch period of not less than thirty (30) minutes per day; such unit **members** shall be entitled to elect to take a lunch period of 45 minutes, provided that the length of work day is not shortened, and provided further that once the **unit member** makes such an election it shall remain in full force and effect for a period of at least three (3) months unless the supervisor and the unit **member** can mutually agree on a shorter period. Unit members may request a one (1) hour lunch period; subject to supervisor's approval, provided that the extra thirty (30) minutes taken is made up on the same day; the decision by the supervisor as to when the extra time is made up shall not be arbitrary and capricious. All unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.

Unit members will not be encouraged or required to miss meal periods or rest periods. **Unit members** may not miss meal periods and/or rest periods in order to shorten the work day.

7.4.1 **Unit members shall be provided one hour of release time per month, for a total of ten (10) months per year, to attend CSEA Chapter meetings. CSEA shall provide to the Vice President, Human Resources a list of the above- referred to unit members who attend each meeting.**

(Moved this modified language to Article 18 - CSEA Rights)

7.4 Call Backs. Any unit member called in or called back to work after completion of **the unit member's** regular assignment shall be compensated for at least two (2) hours of work at the rate of one and one-half (1 1/2) times **the unit member's** regular rate of pay (cash compensation or compensatory time off).

7.5 Telecommuting. Telecommuting shall be certified by the immediate supervisor on the Telecommuting Agreement form (Appendix ___) and submitted to Human Resources for compliance. Telecommuting is available to non-probationary bargaining unit members. The approval and conditions under which such requests will be granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this Agreement, and the Telecommuting Guidelines (Appendix___). If the requested telecommuting would result in working conditions for unit members which are inconsistent with the terms of this Agreement, the District shall notify CSEA and provide it with an opportunity to negotiate regarding any changes to the working conditions, to the extent such changes are within the scope of representation.