

**ARTICLE 7  
HOURS AND OVERTIME**

- 7.1 **Length of Work Year:** The normal work year shall begin on July 1 and end twelve months later on June 30. A month is computed as 21.67 days.
- 7.2 The standard work week schedule for full time workers shall consist of five (5) consecutive days of (8) eight hours per day, with two (2) consecutive days off, or four (4) consecutive days of ten (10) hours per day, with three (3) consecutive days off. Certain positions are designated as having a shorter work day and/or work year in accordance with the percentage of contract. All employees shall be assigned to work shifts with scheduled starting and quitting times. Should conditions necessitate a change in the regular shift of a worker(s), the District will notify the worker and the Union, in writing, at least ten (10) working days in advance. This section shall not preclude the District's right to effect changes necessitated by bona fide emergencies (e.g., unanticipated or unscheduled absence of a worker) as determined by the District.
- 7.2.1 **Work Week and Work Day:** The standard full time work week shall be 40 hours and consist of five consecutive work days of forty hours between 4:00 a.m. Monday and 3:59 a.m. the following Monday. An employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of work week at the overtime rate, or for work over 40 hours during the work week or over eight hours during the work day. (Four-day work week assignments are governed by Ed Code Section 88040)
- 7.2.1.1 The standard full time work day shall be (8) eight hours within a twenty-four (24) hour period. Upon notification of regular contract employment, the employee will be given a schedule of his/her work week. Except in bona fide emergencies, no unit member shall be required to begin a work day sooner than twelve (12) hours following completion of his/her work day.
- 7.2.1.2 **Weekend Work:** The District may designate certain positions as requiring weekend work. Employees who are regularly assigned to work on either Saturday or Sunday shall be paid a five percent (5%) weekend differential for all hours worked on that day. Employees who are regularly scheduled to work on both a Saturday and Sunday shall be paid an eight (8%) weekend differential for all hours worked on those days. In these instances, the employees' two consecutive regular days off may preclude the five consecutive work days required. These differentials shall not apply to any occasional weekend work on Saturday and/or Sunday, as such work is paid in accordance with Section 7.5 (Overtime).
- 7.2.1.3 **Split Work Week:** The District may, upon agreement with an employee and the Union, designate certain positions as having

other than a standard work week. The differential provision set forth in section 7.2.1.2 above shall apply to weekend work.

7.2.2 These provisions do not restrict the extension of a regular work hour schedule to an overtime basis by the District when such extension is necessary.

7.3 **Lunch Periods:** All employees covered by this agreement shall be entitled to an uninterrupted unpaid lunch period after the employee has been on duty for three and three-quarter (3-3/4) hours. The length of time for such period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

An employee directed to work during his/her normal lunch period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.4 **Rest Periods:** All unit employees are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of unit employees and supervisors.

7.4.1 VDT/CRT operators shall be allowed at the end of every forty-five (45) minutes of continuous VDT/CRT work to take a fifteen (15) minute break or do non-VDT/CRT work at the supervisor's discretion. Ten-key operators shall be allowed at the end of every fifteen (15) minutes of continuous 10-key operator work to take a five (5) minute break or do non 10-key work, at the supervisor's discretion.

7.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.4.3 An employee directed to work during his/her normal break period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.5 **Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay or compensatory time equal to time and one-half the regular rate of pay of the employee for all work requested. The choice of overtime pay or compensatory time off is solely at the worker's discretion. A worker may decline a supervisor's request to work overtime when the work can only be compensated with compensatory time off. Overtime is defined to include all ordered and authorized work time in excess of eight (8) hours in any one day or time in excess of forty (40) hours in paid status.

- 7.5.1 All scheduled hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate of time and one-half commencing on the sixth consecutive day of work.
- 7.5.2 All scheduled hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at two (2) times the regular rate of pay.
- 7.5.3 All scheduled hours worked in excess of eight (8) hours on the sixth and seventh consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.
- 7.5.4 Notwithstanding sections 7.5 and 7.5.1 - 7.5.3 above, when, pursuant to Education Code section 88040, a 10-hour-per-day, four-consecutive-day workweek is established, overtime for employees regularly assigned to such a schedule is defined to include all ordered and authorized work time in excess of ten (10) hours in any one day or forty (40) hours in any one week.
- 7.5.4.1 All scheduled hours worked in excess of ten (10) hours in any one day shall be compensated at a rate of pay (or compensatory time) equal to time and one-half the regular rate of pay of the employee.
- 7.5.4.2 All scheduled hours worked beyond the fourth (4th) consecutive day of work shall be compensated at the overtime rate of time and one-half the regular rate of pay commencing on the fifth (5th) consecutive day of work.
- 7.5.4.3 All scheduled hours worked on the sixth (6th) or seventh (7th) consecutive day of work up to ten (10) hours shall be compensated at two (2) times the regular rate of pay.
- 7.5.4.4 All scheduled hours in excess of ten (10) hours on the fifth (5th), sixth (6th), or seventh (7th) consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.
- 7.6 **Overtime - Equal Distribution**: Overtime shall be distributed and rotated by seniority as equally as is practical among qualified volunteer employees in the bargaining unit within each department. In the event of no volunteer, the least senior qualified employee shall be assigned. Written requests to be excused from overtime assignment shall not be unreasonably denied.
- 7.7 **Overtime - Process**: Overtime may be requested by the supervisor or the worker on the proper District form. Overtime must be authorized prior to the actual work being performed except in case of an emergency. The worker shall indicate his/her preference for cash payment or compensatory time off at the time overtime is requested.
- 7.8 **Flexible Hours**: An employee may request to vary his/her duty hours around a core period consisting of the middle four hours of any regularly scheduled shift. Such

variance of the normal starting and quitting times shall remain in effect for not less than 90 calendar days unless a shorter period is mutually agreed upon by the employee and the District. All such requests shall be submitted in writing to the employee's immediate supervisor, and shall include specific rationale for the variance. The District shall respond in writing within fourteen (14) calendar days. All such arrangements shall be made in the best interest of the employing department and by mutual agreement between the employee(s) and the District.

7.9 **Call Back**

7.9.1 All hours worked on a call back emergency basis and which are beyond the regularly scheduled work day shall be compensated at two (2) times the regular rate of pay for a minimum of two (2) hours whether during the week or weekend.

7.9.2 If an employee is called back to work on an established holiday, the employee shall be paid compensation at the rate of time and one-half of his/her regular rate of pay in addition to the regular pay received for the established holiday for a minimum of two (2) hours.

7.10 **On-Call Duty**

7.10.1 **Definition:** On-call duty is defined as the requirement by the supervisor for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period.

7.10.2 An employee assigned to on-call duty shall receive two (2) hours of their base pay for each 24-hour period.

7.10.3 On-call duty assignments shall not be considered "hours worked" pursuant to the Fair Labor Standards Act.

7.10.4 On-call duty must be pre-authorized in writing by the supervisor on a District form.

7.11 **Job Sharing:** With the agreement of the District, two or more regular contract employees may request to share one or more full-time positions in order to create part-time job opportunities; providing, however, that each such part-time job equals at least a half-time position. Once established, these split positions shall remain in effect for a period of at least 180 calendar days unless all affected employees and the District agree to a shorter period of time. All such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee(s) and the District.

7.11.1 This Section shall not preclude the right of the District to reemploy any former full-time employee, within 39 months, to a full-time position in the same

classification previously held. Such reemployment would require a written request by the employee and an existing vacancy in the classification.

7.11.2 Employees electing to become part-time workers pursuant to this Section shall receive prorated health and welfare benefits based on days, hours, and months of service as stipulated in each contract.

7.12 **Summer Work:** When summer work positions are available, employees who work less than twelve (12) months per year shall have first opportunity to fill these positions within their classification, provided that such employees notify the Director, Personnel and Human Resources in writing by May 1 preceding the summer in which the employee wishes to work, of his/her desire to fill such available summer work. The Human Resources Department shall provide a reminder of the May 1 deadlines to all eligible employees. If two or more employees apply, seniority (hire date) within the classification shall determine the selection.

Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision shall continue to receive health and welfare benefits.

7.13 **Increase Hours of Part Time Employees:** Part time employees who are interested in increasing their regular assigned time shall indicate that interest to their immediate manager in writing. The immediate manager shall review such interest prior to the creation of any new temporary hourly positions.

Regular employees working under this provision shall continue to receive health and welfare benefits.