

District proposal to CSEA – Passed to CSEA on 7/24/2018 at 9:25 a.m..  
Date Time

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 ~~as to any employee hired after July 15, 1977, and provided that an alternate work week shall be permitted by mutual agreement between any unit member who is a permanent employee on July 15, 1977, and the District. except that permanent unit members who are on an alternate workweek on July 15, 1977, are deemed to have agreed to the alternate work week they are then working.~~

7.1.1 ~~Flexible~~ Alternate Work Schedules

- a. **Flexible Work Schedule.** ~~A bargaining unit employee may,~~ Subject to approval by the employee's immediate supervisor, **an employee may** work a flexible work schedule. A flexible work schedule means **up to** an eight (8) hour workday in which the member may vary **their** starting and ending time. The supervisor may, subject to two weeks notice terminate an employee's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons. **Under no circumstance may a flexible schedule exceed eight hours per day or 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 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)

~~Notwithstanding anything herein to the contrary, the Governing Board of the District may establish four day, ten hour per day a ten-hour per day, forty-hour consecutive days or five/four-nine/eight, eighty hour workweek in accordance with Fair Labor Standards Act (FLSA) or Education Code Section 88040. 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.—Education Code Section 88040 as amended.~~

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 his or her 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 managerial 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. 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. For the purpose of computing the number of hours worked, time during which 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.

~~7.6 Overtime work for unit members shall only be ordered and authorized in advance by the Superintendent/President, division head, or department head having jurisdiction and only under circumstances where the interests of the District will clearly be served by such overtime services. The District shall make a reasonable attempt to insure that overtime is rotated among unit members, custodians and groundskeepers in the bargaining unit. (Modified language moved from 7.6 below.)~~

**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. **(Formerly 7.3)**

**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 he/she is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, he/she shall be compensated for such additional hours at his/her 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. (Formerly 7.5)**

**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 he/she directs** as follows: **(Moved from 7.6)**

- ~~7.6.1~~ 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
- ~~7.6.2~~ 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
- ~~7.6.3~~ c.) A combination of cash compensation and compensatory time off as arranged in accordance with terms set forth in this policy;

**7.2.4 Compensatory Time.** Compensatory time **shall be certified by the immediate managerial 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** ~~not later than twelve (12) calendar months following the week in which the overtime was worked~~ 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 time and one-half compensation time credits in lieu of cash payments up to a maximum of 240 comp. time hours (160 hours straight time equals 240 hours comp. time).
- b.) Compensatory time shall be taken ~~off~~ 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.** ~~not taken by the employee within twelve (12) months of accrual~~ **Any outstanding compensatory time shall be paid out on June 30th.**

~~7.4~~ **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 employees 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 employee 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 employee 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 ~~bargaining~~ unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.

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

**7.4.1** ~~Unit members who are working from 4:30 to 5:30 P.M., shall be allowed one (1) hour per month, from 4:30 to 5:30 P.M., 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.~~

**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)**

~~7.5 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 he/she is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, he/she shall be compensated for such additional hours at his/her 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. (Moved to the overtime section under 7.2.2)~~

~~7.6 Overtime work for unit members shall only be ordered and authorized in advance by the Superintendent/President, division head, or department head having jurisdiction and only under circumstances where the interests of the District will clearly be served by such overtime services. The District shall make a reasonable attempt to insure that overtime is rotated among unit members, custodians and groundskeepers in the bargaining unit. (Moved to the overtime section under 7.2 second paragraph)~~

Overtime work shall be compensated as determined by the supervisor prior to rendering overtime ~~he/she directs~~ as follows: **(Moved to 7.2.3)**

7.6.1 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 **(Moved to 7.2.3 a.)**

7.6.2 Compensatory time off at the rate of one and one-half (1 1/2) times the number of hours of authorized overtime work; or **(Moved to 7.2.3 b.)**

7.6.3 A combination of cash compensation and compensatory

time off as arranged in accordance with terms set forth in this policy; **(Moved to 7.2.3 c.)**

- 7.6.4 Compensatory time shall be taken off in units of one-half (1/2) hour or more at times approved by the immediate supervisor. **(Moved to 7.2.4)**

Overtime may be compensated with time and one-half compensation time credits in lieu of cash payments up to a maximum of 240 comp. time hours (160 hours straight time equals 240 hours comp. time). **(Language moved to 7.2.3 (a))**

Compensatory time not taken by the employee ~~within~~ twelve (12) months of accrual shall be paid out. **(Language moved to 7.2.3 (b) with modifications)**

- ~~7.7 Notwithstanding anything herein to the contrary, the Governing Board of the District may establish four day, ten hour per day a ten-hour per day, forty-hour consecutive days workweek in accordance with Education Code Section 88040 as amended. (See new language in 7.1.1 (b))~~

- ~~7.8 In the event a unit member is permitted to take uncompensated time off for not to exceed eight (8) hours because of personal emergency, and the unit member desires and is permitted to make up the time lost within the current and/or next succeeding calendar week in order to avoid salary deduction for the time lost, said unit member shall not be deemed to have worked overtime or to qualify for overtime compensation to the extent that he/she is making up the time lost because of the personal emergency. District recommends deletion due to FLSA guidelines.~~

~~7.9-7.4 Call Backs.~~ Any unit member called in or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the rate of one (1) and one-half (1/2) times the employee's regular rate of pay (cash compensation or compensatory time off).

- ~~7.10~~ **7.5 Telecommuting.** Employees may request the opportunity to telecommute. 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. **All requests to telecommute must be submitted to the Vice President, Human Resources for compliance.** ~~If, on the other hand,~~ the requested telecommuting would result in working conditions for any unit members which are inconsistent with the terms of this Agreement, the District shall notify the Association 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. **(ADD TELECOMMUTING FORM as addendum)**