

1 **ARTICLE 7: HOURS OF EMPLOYMENT**

2 7.1 Work Schedule: A unit employee's normal work schedule shall not exceed five  
3 (5) consecutive days, eight (8) hours per day nor forty (40) hours per week. This  
4 does not preclude the extension of the workweek or the workday on an overtime  
5 basis. The starting time and ending time of the workday shall be established by  
6 the District based on District needs. Prior to effecting any permanent change in  
7 the starting and ending time of the workday, the District shall notify the employee  
8 in writing ten (10) working days in advance prior to making the change. In  
9 addition, the immediate manager may temporarily modify the starting time and  
10 ending time of the workday based on District needs or a request of a unit  
11 employee.

12 7.2 Part-time unit employees shall have an assignment of less than forty (40) hours  
13 during the workweek.

14 7.3 Adjustment of Assigned Time: Any unit employee who works an average of thirty  
15 (30) minutes or more per day in excess of his or her regular part-time assignment  
16 for a period of twenty (20) consecutive working days or more shall have his/her  
17 regular assignment changed to reflect the longer hours, effective with the next  
18 pay period.

19 7.3.1 Adjustment of Assigned Shift: No full-time employee in the unit,  
20 except for the exclusions listed below, shall be temporarily assigned  
21 to work his/her regularly assigned shift at different hours pursuant  
22 to Article 7, Section 7.1, for more than seven (7) days per  
23 semester, or more than fourteen (14) days per year without the  
24 consent of the employee, except in extenuating circumstances. In  
25 order to constitute a shift change, the starting time shall differ by at  
26 least one (1) hour from the employee's normal starting time.

27 7.3.2 The Director of Human Resources or designee will review all cases  
28 of extenuating circumstances necessitating shift changes  
29 exceeding the limitations as set forth in Article 7.3.1. Such request  
30 must be approved by the President/Superintendent or designee. If  
31 an employee is temporarily assigned to work his/her regularly  
32 assigned shift at different hours for more than seven (7) days per  
33 semester or more than fourteen (14) days per year without the  
34 consent of the employee, the employee shall receive a shift change  
35 differential of two and one-half percent (2 1/2%) for each day  
36 worked on the different shift in excess of the above limitations.

37 7.3.3 The limitation on shift changes and shift change differential shall  
38 not apply in any way to any of the following employees or  
39 situations:

40 7.3.3.1 Unit employees assigned to the Student Activities  
41 Department, Athletic Department, and Theatre/Music  
42 Departments; and other unit employees as  
43 designated by the District where support of  
44 programs/activities/events on the District's Master  
45 Calendar requires fluctuations in a position's daily  
working hours.

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7.3.3.2 Unit employees whose assignments are changed from a swing or graveyard shift to a day shift during the Christmas, Spring and Summer periods. Such unit employees shall continue to receive the shift differential of their regular assignment during such periods.

7.3.3.3 Shift changes voluntarily accepted by an employee or initiated by an employee through a request of his/her immediate manager.

7.3.3.4 Unit employees who accept academic employment and whose work hours as a unit employee are modified to accommodate the academic employment.

7.3.4 The above limitations shall not restrict in any way the District's prerogative to assign overtime consistent with the applicable provisions of the CSEA-District collective bargaining agreement. In addition, the compensation paid for the days specified in the above provisions shall not be subject to any of the differential pay provisions of the CSEA-District collective bargaining agreement. These provisions should not be interpreted as limiting in any way the authority of the District to make any permanent change in hours of an employee or reduce the hours of any employee due to lack of work or lack of funds as provided by the Education Code.

7.4 Lunch Period: A thirty (30) minute non-compensated lunch period shall be provided to all unit employees who render service of at least six (6) consecutive hours in a workday. With the mutual agreement of the immediate manager and the unit employee, the non-compensated lunch period may be extended to a maximum of an additional thirty (30) minutes for a unit employee who renders service for at least six (6) consecutive hours in a workday. If the lunch period is extended up to a maximum of thirty (30) additional minutes, the additional minutes shall be worked on the same day as an extension of his/her regular assigned work schedule. The immediate manager may interrupt or terminate an employee's extended lunch period schedule, and return the employee to a thirty (30) minute lunch period schedule in accordance with District needs. The lunch period shall be assigned by the immediate manager at or about the midpoint of each employee's work shift. Immediate manager in making lunch period assignments will take into consideration both District and employee needs. It is the unit employee's responsibility to take the assigned lunch period. The lunch period is not to be used for any other District purpose.

7.5 Rest Period: A fifteen (15) minute compensated rest period shall be provided to each unit employee for each four (4) hour period of service. The rest period herein described shall be taken at or near the midpoint of each four (4) hour period of service. Any exception to this will be at times least disruptive to the operation of the office or department and subject to the mutual agreement of the immediate manager and the unit employee. The immediate manager may interrupt or terminate rest periods scheduled as exceptions under these provisions, and return the employee to a rest period schedule at or near the

1 midpoint of each four (4) hour period of service in accordance with District needs.  
2 It is the unit employee's responsibility to take the rest period. The rest period is  
3 not to be used for any other District purpose.

4 7.6 Overtime is defined as any time worked by an employee as authorized by the  
5 immediate manager in excess of eight (8) hours in any one workday or on any  
6 one shift or in excess of forty (40) hours in any workweek. Unit employees shall  
7 be compensated at the rate of one and one-half (1 1/2) times regular pay rate for  
8 overtime hours worked, or granted compensatory time off in accordance with  
9 Article 7.7 for such overtime hours worked. The District and the employee shall  
10 agree upon which manner of such compensation shall be granted for overtime  
11 hours worked by unit employees before such work is started.

12 7.7 Compensatory Time Off: Unit employees authorized by the immediate manager  
13 to take compensatory time off in lieu of paid compensation for authorized  
14 overtime must take the compensatory time off within twelve (12) months of  
15 having earned the compensatory time. Such time off shall be taken at a time  
16 mutually agreed to by the employee and the immediate manager. Unit  
17 employees may not accumulate more than sixty (60) working hours (90  
18 compensatory hours) at any one time. If the compensatory time has not been  
19 taken within nine (9) months of the date it was earned, the District shall  
20 designate when such time off will be taken. All compensatory time shall be  
21 taken no later than twelve (12) months from the date it was earned.  
22 Compensatory time off shall be at the rate of one and one-half (1 1/2) hours off  
23 for each overtime hour worked. If a unit employee is not able to take the  
24 earned compensatory time off because of District needs, the unit employee will  
25 then be compensated for the compensatory time earned.

26 7.8 Overtime opportunities shall be distributed and rotated as equally as is practical  
27 among qualified unit employees in each department. Unit employees shall be  
28 notified of any overtime when known by the immediate manager as soon as  
29 possible. A record of all overtime assigned to unit employees shall be posted.

30 7.9 Holiday Pay: When a unit employee is required to work on any of said holidays,  
31 he/she shall be paid compensation, or given compensating time off, for such time  
32 worked, in addition to the regular pay received for the holidays, at the rate of time  
33 and one half his/her regular rate of pay. The Board of Trustees may exempt the  
34 employees and positions for which class of positions employees are required to  
35 work exclusively on weekends and holidays and for which salary rate is  
36 established that recognizes the exclusive weekend and holiday peculiarity.

37 7.9.1 A full-time unit employee who is required to work a workweek other  
38 than Monday through Friday, or consents to a workweek including  
39 Saturday or Sunday or both pursuant to Education Code Section  
40 88206, and as a result thereof loses a holiday to which he/she  
41 would otherwise be entitled, shall be provided by the District a  
42 substitute holiday (in the same workweek within which the holiday  
43 falls) or provide the employee compensation in the amount to which  
44 he/she would have been entitled to had the holiday fallen on one of  
45 his/her regularly assigned workdays.

1 7.9.2 A part-time bargaining unit employee who works a workweek other  
2 than Monday through Friday (as described above in Article 7.9.1)  
3 and as a result thereof loses a holiday to which he/she would  
4 otherwise be entitled shall be provided substitute holiday time-off  
5 on a prorated basis in the same workweek within which the holiday  
6 falls, or compensation on a prorated basis. The prorated holiday  
7 time-off shall be based upon the employee's assignment (total  
8 assigned hours per week) in relation to a full-time five day  
9 workweek assignment. Compensation paid to an employee in lieu  
10 of holiday time-off shall be at the employee's regular rate of pay.

11 7.10 Call Back Time:

12 7.10.1 Any unit employee who is called in to work which requires the  
13 employee to return to the college campus (or other designated work  
14 site) at a time when the employee is not regularly scheduled to  
15 work shall receive a minimum of three (3) hours of pay at the  
16 appropriate rate of pay under this Agreement.

17 7.10.2 Any unit employee who is called outside of his/her regularly  
18 scheduled work hours to perform work which the employee is able  
19 to perform without returning to the college campus (or other  
20 designated work site) shall receive a minimum of one (1) hour of  
21 pay at the appropriate rate of pay under this Agreement.

22 7.11 Right of Refusal: Any unit employee shall have the right to reject any offer or  
23 request for overtime or call back, on call, or call-in time, except in such  
24 emergencies that health and safety are major concerns.

25 7.12 Shift Classification:

26 7.12.1 Swing Shift: When hours of work regularly assigned exceed 4:30  
27 p.m. by more than three (3) hours per day on a normal workweek.  
28 Unit employee must work this shift for at least three (3) of the five  
29 (5) normal workdays.

30 7.12.2 Split Shift: When hours of work regularly assigned are split by two  
31 (2) or more hours for three (3) or more days of a normal workweek.

32 7.12.3 Graveyard Shift: When hours of work regularly assigned exceed 12  
33 o'clock midnight and/or precede 8:00 a.m. by more than three (3)  
34 hours per shift during a normal workweek. Unit employees must  
35 work this shift for at least three (3) for the five (5) normal workdays.

36 7.12.4 Weekend Shift: In order to qualify for the differential, a unit  
37 employee's regular assigned workweek must include both Saturday  
38 and Sunday.

39 7.12.5 A unit employee receiving a shift differential who is temporarily  
40 reassigned to a shift qualifying for a lesser differential increment for  
41 the Christmas, Spring, or Summer periods shall continue to receive  
42 the shift differential of his/her regular assignment.  
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7.13 SCHEDULE OF PAID HOLIDAYS JULY 1, 2007 – JUNE 30, 2008  
**2007 – 2008 FISCAL YEAR (July 1, 2007 – June 30, 2008)**

* July 4 (Wednesday)	Independence Day
* September 3 (Monday)	Labor Day
* November 12 (Monday)	Veterans Day
* November 22 (Thursday)	Thanksgiving Day
+ November 23 (Friday)	Board Approved Holiday (Day After Thanksgiving)
+ December 24 (Monday)	Board Approved Holiday (In Lieu of Admission Day)
* December 25 (Tuesday)	Christmas Day
+ December 26 (Wednesday)	Board Approved Holiday
+ December 27 (Thursday)	Board Approved Holiday
+ December 28 (Friday)	Board Approved Holiday
+ December 31 (Monday)	Board Approved Holiday
* January 1 (Tuesday)	New Year's Day
* January 21 (Monday)	Dr. M.L. King Jr. Day
* February 15 (Friday)	Lincoln Day
* February 18 (Monday)	Washington Day
+ March 21 (Friday)	Board Approved Holiday (Friday – week of Spring Break)
* May 26 (Monday)	Memorial Day

**2008 – 2009 FISCAL YEAR (July 1, 2008 – June 30, 2009)**

* July 4 (Friday)	Independence Day
* September 1 (Monday)	Labor Day
* November 11 (Tuesday)	Veterans Day
* November 27 (Thursday)	Thanksgiving Day
+ November 28 (Friday)	Board Approved Holiday (Day After Thanksgiving)
+ December 24 (Wednesday)	Board Approved Holiday (In Lieu of Admission Day)
* December 25 (Thursday)	Christmas Day
+ December 26 (Friday)	Board Approved Holiday
+ December 29 (Monday)	Board Approved Holiday
+ December 30 (Tuesday)	Board Approved Holiday
+ December 31 (Wednesday)	Board Approved Holiday
* January 1 (Thursday)	New Year's Day
* January 19 (Monday)	Dr. M.L. King Jr. Day
* February 13 (Friday)	Lincoln Day
* February 16 (Monday)	Washington Day
+ April 10 (Friday)	Board Approved Holiday (Friday – week of Spring Break)
* May 25 (Monday)	Memorial Day

**2009 – 2010 FISCAL YEAR (July 1, 2009 – June 30, 2010)**

* July 3 (Friday)	Independence Day Observed
* September 7 (Monday)	Labor Day
* November 11 (Wednesday)	Veterans Day
* November 26 (Thursday)	Thanksgiving Day
+ November 27 (Friday)	Board Approved Holiday (Day After Thanksgiving)
+ December 24 (Thursday)	Board Approved Holiday (In Lieu of Admission Day)
* December 25 (Friday)	Christmas Day
+ December 28 (Monday)	Board Approved Holiday
+ December 29 (Tuesday)	Board Approved Holiday
+ December 30 (Wednesday)	Board Approved Holiday
+ December 31 (Thursday)	Board Approved Holiday
* January 1 (Friday)	New Year's Day
* January 18 (Monday)	Dr. M.L. King Jr. Day
* February 12 (Friday)	Lincoln Day
* February 15 (Monday)	Washington Day
+ April 2 (Friday)	Board Approved Holiday (Friday – week of Spring Break)
* May 31 (Monday)	Memorial Day

**\* Holidays by Education Code**  
**+ Holidays Approved by Board**

Holidays on the below schedule shall remain subject to negotiations if necessary to make accommodations in order to conform to the District's Academic Calendar during the term of this agreement.

7.14 Holiday Eligibility: Except as otherwise provided in this Article, a unit employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit employees who are not normally assigned to duty on the holidays occurring during the Christmas/New Year and Spring Vacation periods shall be paid for the required holidays by Education Code and Board approved additional holidays occurring during these periods provided that the employees were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.15 Additional Holiday: Every day appointed by the President of the United States or the Governor of this State, as a public fast, mourning, thanksgiving, or holiday and for which the proclamation states that community colleges shall be closed, pursuant to the provisions of Education Code Sections 88203 and 79020, shall be a paid holiday for all eligible unit employees.

1 7.16 Vacations:

2 7.16.1 Unit employees except as provided in Sections 7.16.2 and 7.16.3  
 3 shall earn vacation for each month in paid status according to the  
 4 following schedule:

5 HOURS EARNED PER MONTH

6	7	8	9	10
Current	10 Month	11 Month	12 Month	
<u>Year</u>	<u>Employee</u>	<u>Employee</u>	<u>Employee</u>	
<u>of Service</u>				
11 1st	8	8	8	
12 2nd	8	8	8	
13 3rd	8	8	8	
14 4th	8.8	8.727	8.667	
15 5th	9.6	9.455	9.333	
16 6th	10.4	10.182	10.000	
17 7th	11.2	10.909	10.667	
18 8th	12.0	11.636	11.333	
19 9th	12.8	12.364	12.000	
20 10th	13.6	13.091	12.667	
21 11th	14.4	13.818	13.333	
22 12th	15.2	14.545	14.000	

23 The maximum number of hours of vacation for a 10-month  
 24 employee is 152, an 11-month employee is 160, and a 12-  
 25 month employee is 168. Vacation hours shall be prorated on the  
 26 basis of 22 days in paid status per month. An employee shall be in  
 27 paid status for at least seventy-five percent (75%) of the workdays  
 28 for his/her regular annual assignment to qualify for a year of  
 29 service. Seventy-five percent (75%) of the workdays of his/her  
 30 regular assignment shall be defined as follows:

31	32	33
<u>LENGTH OF ANNUAL</u>	<u>NUMBER OF</u>	
<u>ASSIGNMENT</u>	<u>WORKDAYS</u>	
34 10	165	
35 11	181.5	
36 12	198	

37 If the employee fulfills the seventy-five percent (75%) requirement,  
 38 the employee shall be credited with another year of service and  
 39 moved down to the next step, if any, on the above schedule;  
 40 otherwise the employee shall continue on the current year of  
 41 service for another year.

42 7.16.2 Unit employees who are employed on a monthly salary for a  
 43 fractional portion of each working day shall be entitled to vacation  
 44 benefits in proportion to the time employed.

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7.16.3 Unit employees who are employed on an hourly basis shall be entitled to one (1) hour of vacation leave for each twenty-two (22) hours worked in a calendar month, or prorata share thereof.

7.16.4 Earned vacation leave shall not accumulate beyond twice the annual vacation of any unit employee. A unit employee must request in writing to take any vacation leave accumulated beyond the allowed accumulated days. If the request is not approved by the District because of District needs, the employee will be paid for those days.

7.16.5 Unit employees shall be allowed to utilize up to the full amount of accumulated vacation leave with prior approval of the immediate manager, and in such a way that there will be the least amount of interference with the performance of duties necessary to support educational programs provided by the college and/or meet other District needs. If a vacation request is denied, the manager must provide the unit employee a written reason for the denial within ten (10) days of the date the employee submitted the request for vacation. Prior approval shall not be required only in the case of the utilization of vacation leave in conjunction with extended sick leave pursuant to Article 12.

7.16.6 Vacation leave may be granted during the school year in which it is earned and shall be granted no later than school year immediately following the year in which it was earned.

7.16.7 Unit employees may be permitted to interrupt or terminate vacation leave in order to utilize only the following leaves of absence pursuant to this Agreement: Bereavement Leave, Jury Duty Leave, Sick Leave (as limited herein) and serious illness of a member of the unit employee's immediate family qualifying for personal necessity leave. Vacation leave may be interrupted or terminated to utilize sick leave only in the cases of serious illness or injury. In the event the unit employee requests an interruption or termination of vacation leave, the employee shall notify the District Office of Human Resources and provide written information supporting the request for such interruption or termination of vacation leave. The period on other leaves of absence, as specified herein, shall be utilized in lieu of the vacation leave and shall not extend the vacation period beyond the last day of vacation previously approved by the immediate manager.

7.16.8 In addition to the vacation leave pursuant to Section 7.16.1, full-time unit employees shall be eligible to earn bonus vacation leave for accumulated sick leave subject to the following provisions:

7.16.8.1 If the employee has accumulated sick leave as of June 30 in accordance with the schedule herein, the employee shall be credited with the number of bonus vacation hours shown in the schedule below.

	<u>Accumulated Sick Leave Hours</u>	<u>Bonus Vacation Leave Hours</u>
	192-383	8
	384-575	16
	576-767	24
	768-959	32
	960 or more	40

7.16.8.2 The employee shall be credited with the bonus vacation leave hours as of July 1 following the determination of accumulated sick leave on June 30.

7.16.8.3 Bonus vacation leave hours shall not be prorated in fractions of hours.

7.16.9 Vacation Leave Buy Back:

7.16.9.1 Employee, at his/her option, may sell back to the District up to a maximum of 60 hours of vacation leave per fiscal year.

7.16.9.2 An employee may sell back a minimum of eight (8) hours. An employee will be limited to selling his/her vacation only once per fiscal year.

7.16.9.3 An employee is allowed to accrue a maximum of twice his/her annual vacation leave allotment. An employee who has a vacation balance as of June 30, 2003 that exceeds this cap will be "grandfathered" and will have up to five years to bring his/her excess vacation back to the cap limits. An employee who has exceeded the cap as of June 30, 2003 will have those hours "frozen" (for historical purposes) as his/her maximum limit. An employee will not be allowed to accrue vacation leave beyond that "frozen" amount as he/she works to bring their accruals within the cap limits. Employees who have not exceeded the policy cap will not be able to exceed the cap in the future.

7.16.9.4 Employees' accrued vacation hours will be tabulated as of June 30 of each year. An employee with more than the maximum allowable amount as of June 30 of each year will have his/her future vacation accrual reduced proportionately.

7.16.9.5 An employee must make a written request to his/her immediate manager to sell vacation leave. The immediate manager will forward the employee's request along with his/her recommendation to the appropriate vice-president for final approval. The District retains the right to approve or disapprove requests on an individual basis. Requests will not be unreasonably denied. (An example for a

denial could be that the employee has not taken actual vacation leave within the previous twelve months.)

7.17 Four Ten-Hour Day Workweek

Full-time unit employees who are normally assigned to work a five eight-hour day workweek may voluntarily request and be authorized to work a four ten-hour day workweek schedule as determined by the District. Requests for a four ten-hour day workweek schedule by unit employees shall require review for either approval or denial by both the immediate manager and the appropriate vice president or the President/Superintendent. Such schedule shall not exceed four (4) workdays, ten (10) hours per day, nor forty (40) hours per calendar-week period, beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday. This does not preclude the extension of the workweek or the workday on an overtime basis. The starting time and ending time of the workday shall be established by the District based on District needs. Prior to effecting any permanent change in the starting and ending time of the workday, the District shall notify the employee in writing ten (10) working days in advance prior to making the change. In addition, the immediate manager may temporarily modify the starting and ending time of the workday based on District needs or a request of the unit employee. The following provisions shall apply to administering the four ten-hour day workweek:

- 7.17.1 For the purpose of computing overtime for those employees assigned to a four ten-hour day workweek, only hours paid in excess of ten (10) hours per day and/or forty (40) hours in any workweek shall qualify for overtime pay.
- 7.17.2 Employees who are required to work on a District-recognized holiday/paid recess day will in addition to receiving their regular compensation receive holiday pay at time and one-half for time worked in excess of the first two (2) hours worked on said day. The first two (2) hours worked are already included in the employee's regular compensation for the pay period and therefore do not qualify for holiday pay compensation.
- 7.17.3 Employees who are scheduled to work on a District-recognized holiday/paid recess day but do not work on such day, will receive their regular compensation which includes eight (8) hours of pay. The remaining two (2) hours that are not worked that day must be charged out to either: vacation leave, compensatory time, or absence without pay.
- 7.17.4 If a District-recognized holiday/paid recess day falls outside an employee's work schedule the employee will be given one of his/her assigned workdays during the same workweek as a day off in lieu of such holiday/paid recess day and will receive regular compensation which includes eight (8) hours of pay, and the remaining two (2) hours that are not worked that day must be charged to either: vacation leave, compensatory time, or absence without pay. If not given another workday off within the same workweek in lieu of such

1 holiday/paid recess day then the employee will be considered to have  
2 worked one (1) of his/her workdays in that workweek the same as  
3 having worked on a holiday/paid recess day, and the employee will in  
4 addition to receiving his/her regular compensation receive holiday  
5 pay at time and one-half for time worked in excess of the first two (2)  
6 hours worked on said day. The first two (2) hours worked are already  
7 included in the employee's regular compensation for the pay period  
8 and therefore do not qualify for holiday pay compensation.

9 7.17.5 Reporting of absences for all purposes except bereavement and  
10 jury duty leave shall be on an hour-for-hour basis. Bereavement  
11 and jury duty leave will be reported on a day-for-day basis (i.e., a  
12 day of such leave shall be for whatever hours the employee is  
13 scheduled to work on such day).

14 7.17.6 A twenty (20) minute compensated rest period shall be provided  
15 each unit employee for each five (5) hour period of service. The  
16 rest period herein described shall be taken at or near the midpoint  
17 of each five (5) hour period of service. Any exception to this will be  
18 at times least disruptive to the operation of the office or department  
19 and subject to the approval of the immediate manager. It is the unit  
20 employee's responsibility to take a rest period. The rest period is  
21 not to be used for any other District purpose.

22 7.17.7 Unit employees will only be allowed to interrupt and/or terminate  
23 the four ten-hour day workweek schedule assignment, and return to  
24 the five eight-hour day workweek assignment after completion of a  
25 full calendar-week work period. The immediate manager may  
26 interrupt or terminate an employee's four ten-hour day workweek  
27 schedule in accordance with District needs.

28 7.18 Voluntary Nine Hour Per Day/Eighty Hours Per Two-Week Work Schedule

29 Full-time unit employees who are normally assigned to work a five eight-hour  
30 workweek may voluntarily request and be authorized to work a nine hour per  
31 day/eighty hour per two-week work schedule period as designated by the District.  
32 Requests for a nine-hour per day/eighty hours per two-week work schedule by  
33 unit employees shall require review for either approval or denial by both the  
34 immediate manager and the appropriate vice president or the  
35 President/Superintendent.

36 7.18.1 Unit employees approved for participation on this work schedule  
37 shall be assigned to work a total of eighty (80) hours of service on a  
38 nine (9) workday assignment in a two calendar week work cycle.

39 7.18.2 The two-week work assignment cycle shall consist of nine  
40 workdays, eight of which shall be nine-hour days, and one of which  
41 shall be an eight-hour day. Overtime compensation shall be  
42 provided for all hours worked in excess of the required workday  
43 (which shall not exceed nine hours) for unit employees designated  
44 and authorized to perform overtime work.

45 7.18.3 For unit employees assigned to work on a Monday through Friday  
basis and who are approved to have alternating Fridays as the

1 unassigned day, the workweek shall be defined as beginning at the  
2 start of the fifth hour of the work assignment on the Friday the  
3 employees is assigned to work, and ending at the same time of day  
4 on the following Friday, and at which time the succeeding  
5 workweek will begin and then end at the completion of the fourth  
6 hour of the work assignment on the following Friday. Such unit  
7 employees will be assigned to work nine hours each workday  
8 except for Fridays. On Fridays, employees will be assigned to work  
9 eight hours on an alternating basis with the alternate Friday being  
10 an unassigned day.

11 7.18.4 For unit employees assigned to work on a Monday through Friday  
12 basis, and who are approved to designate a day other than Friday  
13 as the alternating unassigned day and unit employees assigned to  
14 work a workweek other than on a Monday through Friday basis, the  
15 workweek for the purpose of this work schedule shall be defined as  
16 beginning at the start of the fifth hour of the work assignment on the  
17 workday on which the employee is assigned to work eight hours in  
18 a workweek, and ending at the same time of day on the same day  
19 of the following week, and at which time the succeeding workweek  
20 will begin and then end at the completion of the fourth hour of the  
21 work assignment on the same day of the following week. Such unit  
22 employees shall be assigned to work nine hours each workday  
23 except for one eight-hour workday in alternating weeks, and one  
24 unassigned day in alternating weeks, which shall be scheduled on  
25 the same day of the week so that such employees are not assigned  
26 to work more than 40 hours in any given workweek.

27 7.18.5 Holiday/Paid Recess Day Provisions

28 7.18.5.1 If a holiday/paid recess day occurs on workday that  
29 unit employees are normally assigned to work nine  
30 hours, unit employees shall receive eight hours of  
31 time off with pay in accordance with the provisions for  
32 holiday eligibility, and unit employees must charge the  
33 remaining one hour of time off on such day to either:  
34 vacation leave, compensatory time, or absence  
35 without pay.

36 7.18.5.2 If a District-recognized holiday/paid recess day falls  
37 on the day normally scheduled as an employee's  
38 unassigned day in a two-week work cycle the  
39 employee will be given one of his/her assigned  
40 workdays during the same workweek as a day off in  
41 lieu of such holiday/paid recess day and will receive  
42 regular compensation which includes eight (8) hours  
43 of pay. If the day given off is a nine-hour workday the  
44 remaining one (1) hour that is not worked that day  
45 must be charged to either: vacation leave,  
compensatory time, or absence without pay. If not

1 given another workday off within the same workweek  
2 in lieu of such holiday/paid recess day then the  
3 employee will be considered to have worked one (1)  
4 of his/her workdays in that workweek the same as  
5 having worked on a holiday/paid recess day and the  
6 employee will in addition to receiving his/her regular  
7 compensation receive holiday pay at time and one-  
8 half for time worked on said day except as follows: If  
9 the time worked by an employee for this holiday pay  
10 provision is rendered on a day scheduled as a nine-  
11 hour workday the employee will receive holiday pay at  
12 time and one-half for time worked in excess of the first  
13 one (1) hour worked on said day. The first one (1)  
14 hour worked is already included in the employee's  
15 regular compensation and therefore does not qualify  
16 for holiday pay compensation.

17 7.18.6 Unit employees will only be allowed to interrupt and/or terminate  
18 the nine-eighty work schedule assignment and return to the five  
19 eight-hour day workweek assignment after completion of any full  
20 two-workweek nine-eighty cycle. The immediate manager may  
21 interrupt or terminate an employee's nine-eighty work schedule in  
22 accordance with District needs.

23 7.18.7 Reporting of absence for all purposes except bereavement and jury  
24 duty leave shall be on an hour-for-hour basis. Bereavement and  
25 jury duty leave shall be reported on a day-for-day basis (i.e., a day  
26 of such leave shall be for whatever hours the employees is  
27 scheduled to work on such day).

#### 28 7.19 Fluctuating Work Schedule

29 The District may, with the consent of a unit employee, establish a fluctuating  
30 work schedule which includes workdays of more than eight (8) hours, but not less  
31 than four (4) hours, per day for unit employees assigned to the Student Activities  
32 Department, Athletics Department, and Theatre/Music Departments; and other  
33 unit employees, as designated by the District, where support of  
34 programs/activities/events on the District's Master Calendar requires fluctuations  
35 in a position's daily working hours. Such work schedule shall not exceed five (5)  
36 workdays, or forty (40) hours, in a calendar week period beginning at 12:01 a.m.  
37 on Sunday and ending at 12:00 midnight on the following Saturday. The  
38 following provisions shall apply to unit employees assigned to work a fluctuating  
39 work schedule:

40 7.19.1 The work schedule for such employees shall be as assigned by the  
41 District with employee input and based on District needs. At least  
42 one (1) week prior to the beginning of each calendar month, such  
43 employees shall be given a written schedule indicating the days  
44 and hours the employee is assigned to work during the month.

45 7.19.2 Such employees shall be exempt from overtime compensation for  
time worked in excess of eight (8) hours in a day.

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7.19.3 Such employees shall be compensated on an overtime basis only for time worked in excess of forty (40) hours, or time worked on a sixth (6th) or seventh (7th) workday, in a calendar week period as defined above.

7.19.4 Such employees shall be exempt from the limitations on shift changes, and shift differential provisions as specified elsewhere under this Agreement.

7.19.5 Such employees shall be granted paid time off or holiday pay (up to eight hours for a full-time unit employee) for each District-recognized holiday pursuant to the provisions of Articles 7.9, 7.13, 7.14, and 7.15.

7.19.6 Reporting of absences for all purposes except bereavement and jury duty leave shall be on an hour-for-hour basis. Bereavement and jury duty leave will be reported on a day-for-day basis (i.e., a day of such leave shall be for whatever hours the employee is scheduled to work on such day).

7.19.7 Unit employees will only be allowed to interrupt and/or terminate the fluctuating work schedule assignment, and return to the five eight-hour day workweek assignment after completion of a full calendar-week work period. The immediate manager may interrupt or terminate an employee's fluctuating work schedule in accordance with District needs.

7.20 Floating Holiday: In consideration for not being able to grant a salary increase for the 2002-03 fiscal year the District shall grant employees in the bargaining unit 1 (one) floating holiday to be taken during the fiscal year (July 1 through June 30). This holiday may be taken at the discretion of the employee with the approval of the employee's immediate manager. The manager shall make every reasonable effort to approve the requested day off. The floating holiday must be used during each fiscal year or it will be lost. The floating holiday shall not be carried over from one year to the next.