

41 this decision.

42 2. The alternate work schedule shall be specified on the Alternate Workweek
43 Agreement form and be provided to Human Resources in advance of the start of
44 the alternate work schedule.

45 3. Participation in any alternate work schedule may be terminated by the District or
46 unit member with the provision of a twenty-one (21) calendar days notice.

47 4. Any management approved changes to a unit member's alternate work schedule
48 must be indicated on a new Alternate Workweek Agreement form.

49 5. Any occasional variation(s) in a unit member's alternate work schedule must be
50 approved in advance by the supervisor and shall be reported via the District's
51 timekeeping system, and shall not violate Federal overtime provisions.

52 6. Any unit member on a leave of absence as defined in Article 14, will be placed on
53 a standard 8-40 work schedule for the duration of the leave.

54 7.3 Shift Change. The District may change a unit member's shift (beginning and ending times)
55 provided that it gives the unit member twenty-one (21) calendar days notice, except in
56 emergency circumstances.

57 7.4 Computation of Hours Worked. For the purposes of computing the number of hours
58 worked, time during which the bargaining unit member is excused from work because of
59 holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall
60 be considered as time worked by the unit member.

61 Lunch Breaks. Unit members working more than five (5) hours each day shall be scheduled
62 for a minimum of one-half (½) hour uninterrupted, nonpaid, duty-free lunch period at the
63 approximate midpoint of their shift. Lunch breaks may not be used to shorten the workday;
64 however, a unit member may lengthen his/her workday up to one-half (½) hour in order to
65 take a longer lunch break. Unit members who work only five hours each day may elect to
66 take a one-half (½) hour uninterrupted, nonpaid duty-free lunch period at
67 the approximate midpoint of their shift.

68 7.5 Rest Breaks. Bargaining unit members assigned five (5) hours or more shall be permitted
69 two (2) twenty (20)-minute rest breaks; one (1) during the first half of the workday, and one
70 (1) during the second half of the workday. Breaks may not be combined or used to
71 shorten the workday; however, a unit member may elect to combine one rest break with
72 the lunch break.

73 7.7 Overtime. Overtime includes any time required to be worked in excess of eight (8) hours
74 in any one (1) workday or 40 hours in a calendar week for employees working a

75 regular eight (8)-hour day, forty (40)-hour week schedule. In the case of an employee
76 working an alternate workweek as provided in Section 7.2, overtime includes any time
77 worked in excess of the required workday or forty (40) hours in any workweek. (For a
78 unit member participating in an eighty (80)-hour, nine (9)-day work schedule, the
79 workweek begins at noon of the regularly scheduled day off; this results in a 40-hour
80 workweek.) No classified employee is expected to respond to district calls, emails texts
81 after working hours. If an employee responds to an immediate directive from their
82 supervisor after hours, they will be paid at their overtime rate.

83 7.8 Authorization of Overtime. Authorization of any overtime shall rest with the District
84 management and any and all overtime must receive prior approval from the immediate
85 supervisor. Except in emergency circumstances, unit members may refuse to work overtime
86 without reprisal.

87 A. Time and one-half (1 ½) will be paid for hours worked in excess of the workweek as
88 defined above.

89 B. A unit member who is required to work on a District-recognized holiday shall be
90 compensated at one and one-half (1 ½) times their regular rate of pay, plus holiday pay
91 (see Article 12.3).

92 C. A unit member who is called back or called in to work shall be guaranteed two and one-
93 half (2 ½) hours of work, which includes thirty (30) minutes travel time, and shall be
94 compensated at one and one-half (1 ½) times his/her regular rate of pay for hours in
95 excess of his/her regular daily work schedule.

96 D. A unit member who is called to campus to perform work outside of his/her regular
97 daily work schedule ("call back time") shall be guaranteed a minimum of two (2)
98 hours of work. Call back time that results in overtime shall be paid at the overtime rates
99 specified in Section 7.7 above.

100 "Call back time" does not include additional time worked immediately before or after the
101 unit member's regular daily work schedule nor to time the unit member is called to work
102 but is performed off campus (such as by remote device). In these instances, the two (2)
103 hour work time guarantee does not apply, and the unit member will be compensated
104 for actual time worked at his or her regular rate of pay or if overtime, at the overtime
105 rates specified in Section 7.7 above.

106 E. If a bargaining unit member has worked two (2) consecutive hours of overtime and the
107 overtime assignment is anticipated to extend for at least one (1) additional hour, the unit
108 member will receive a paid break of twenty (20) minutes at the conclusion of the first two

109 (2) hours of the assignment. The unit member shall receive a five (5) minute paid break
110 at the conclusion of every two (2) hour period thereafter, as long as the assignment is
111 anticipated to extend for at least one (1) additional hour.

112 7.9 Compensatory Time. Absent emergency circumstances, the District shall give the unit
113 member "advance" notice of the decision to grant compensation or compensatory time off.
114 Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each
115 overtime hour worked. Compensatory time may be earned and used only with prior
116 approval of the unit member's immediate supervisor. The maximum compensatory time
117 which may be accrued by any employee shall be 240 hours (160 overtime hours worked).
118 A unit member shall be permitted to use accrued compensatory time within a reasonable
119 period after it is requested unless the operations of the District would be unduly disrupted.
120 Compensatory time must be used within twelve (12) calendar months after the time was
121 earned, or it shall be paid at the applicable overtime rate. Upon termination of employment,
122 the employee will receive payment for all accrued, unused compensatory
123 time calculated based on the employee's regular rate at the time of termination.

124 7.10 Exemptions. Those classifications which are subject to fluctuations in daily working hours
125 not susceptible to administrative control (as indicated in the Classification List, Appendix
126 A) shall be exempt from daily overtime compensation and compensatory time off. This
127 exemption shall not be applied to hours worked in excess of forty (40) hours in a calendar
128 week. This exemption does not apply to work performed under Education Codes section
129 82537 (Civic Center Act).

130 7.11 FLSA Exemptions. The District may exempt from overtime compensation those
131 classifications defined as exempt under the Fair Labor Standards Act (FLSA).

132 7.12 The District may modify work hours for any vacant position it chooses to fill except
133 those positions filled through the transfer process outlined in Article 15 without the
134 obligation to negotiate the decision or impact of the decision (e.g., modifying a 12-
135 month position to a 10-month position or a 40 hour/week position to a 30 hour/week
136 position). In the event a vacant position is filled through the transfer process, the
137 District may modify the work hours for any resulting vacancy not filled through the
138 transfer process without the obligation to negotiate the decision or impact of the
139 decision.

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144 Signed and entered into this 31st day of August, 2021.

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146 FOR THE DISTRICT

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148 
[Robert Blizinski \(Aug 31, 2021 08:21 PDT\)](#)

149 Robert S. Blizinski

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FOR PCC-CFT, Local 6525


[Julio Huerta \(Aug 31, 2021 09:24 PDT\)](#)

Julio C. Huerta


[Ahrien T. Johnson \(Sep 2, 2021 11:08 PDT\)](#)

Ahrien T. Johnson