

ARTICLE VI: HOURS OF EMPLOYMENT

6.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for five (5) consecutive days. The traditional workweek shall be Monday through Friday. The non-traditional workweek shall be five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek shall be based upon the efficient operation of the College District and in accordance with the Agreement.

6.1.1 Change of work schedule is defined as the shift of a Bargaining Unit member's assigned starting and ending times of employment of more than one (1) hour. Increasing or decreasing the number of hours worked does not constitute a change of work schedule.

6.1.2 **Temporary Change of Work Schedule** - The College District may temporarily assign a Bargaining Unit Member to a work schedule not routinely worked by such employee.

Such assignments shall not exceed a period of twenty-five (25) consecutive working days in any work year. An employee of the Bargaining Unit shall not be required to accept such assignment unless notified in writing ten (10) working days prior to the effective date of the work schedule change. This notification requirement may be waived by mutual consent of employee and supervisor. The employee's immediate supervisor will consult with the employee regarding any problems affecting the implementation of this temporary assignment. An employee who is dissatisfied with their change in work schedule may submit the issue to the Employer/Employee Relations Committee (EERC).

Subject to operational needs, the College District and CSEA will establish and maintain a mutually agreed upon list of classifications that are excluded from the notification requirement in Article 6.1.2. Refer to Appendix G.

6.1.3 **Permanent Change of Work Schedule** - The College District may permanently change a Bargaining Unit employee's work schedule. An employee of the Bargaining Unit shall receive fifteen (15) working days notice prior to the effective date of a change in the employee's work schedule. An employee may voluntarily waive the fifteen (15) working days' notice and allow for an immediate permanent change to their work schedule.

An employee of the Bargaining Unit shall be temporarily exempt from such change if said employee is enrolled in a course in an institution of higher education, and the course hours conflict with the proposed hours of employment. The employee may be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which they are enrolled at the time of the notification of the change in hours.

An employee who claims a bona fide hardship shall not be required to accept such change until the circumstances have been reviewed by the classified Employer/Employee Relations Committee (EERC), and a decision has been made. It requires the affirmative vote of four (4) members of the EERC Committee to provide the employee a temporary exemption from a permanent change in hours. The EERC Committee shall continue to monitor all exemptions and shall withdraw the exemptions at any time that the EERC Committee, by majority vote, agrees that the circumstances have changed, or that the employee has not made a reasonable effort to become available for a change

in hours. It shall be deemed that an employee has not made a reasonable effort to become available for a change in hours if the exemption has been in effect for a period of fifteen (15) working days from the date of the proposed change in hours. In such a case, the College District may immediately require the employee to work the newly-assigned hours. No further appeal can be made by the employee.

- 6.2 **Adjustment of Assigned Time** - Any employee in the Bargaining Unit who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88036.
- 6.3 **Increase in Hours** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to an employee based upon job classification, job knowledge, performance, location, and the greatest Bargaining Unit seniority. Other factors being equal, the employee with the greatest Bargaining Unit seniority shall be offered the additional hours. If that employee declines the assignment, it shall be offered to the remaining qualified employees in the class in descending order of Bargaining Unit seniority until the assignment is made.
- 6.4 **Lunch Periods** - All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The College District and the Association agree that the lunch period for Bargaining Unit Members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit Member and their immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. Those Unit Members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit Members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times. The lunch period for full-time employees must start before the end of the fifth hour of the workday. An employee directed by their supervisor to work during their lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1.5) for all time worked during the normal lunch period.
- 6.5 **Rest Periods**
- 6.5.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. "Major fraction thereof" shall be defined as two (2) hours or more. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the EERC.
- 6.5.2 Rest periods shall not be used to reduce the length of the workday.
- 6.5.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- 6.6 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay of the employee for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such work is performed at the assigned work site or whether such hours are worked prior to the commencement of a regularly assigned starting

time or subsequent to the assigned quitting time. All overtime records shall be maintained in the Payroll Services Office. No overtime records shall be maintained separately or apart from those records, other than copies of the overtime request form and the hourly payroll timesheet, which may be maintained within the department. All overtime shall be recorded on the standard overtime forms provided by the College District. The employee shall receive a copy of the overtime request form upon completion of processing.

6.6.1 Overtime hours may be paid or taken as compensatory time off; this determination will be made via mutual agreement between employee and supervisor. If mutual agreement cannot be reached, the employee will be compensated with pay. Except in cases of emergency, the determination of the type of compensation shall be made prior to the commencement of overtime work.

6.6.2 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated time and one-half (1.5) their regular rate of pay for any work performed on the sixth (6th) or seventh (7th) day.

6.6.3 Any employee having an average workday of less than four (4) hours during a workweek shall be compensated time and one-half (1.5) times their regular rate of pay for any work performed on the seventh (7th) day.

6.6.4 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1.5) times the regular rate of pay. Special employees hired only to work on holidays and Saturdays and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Agreement.

6.6.5 When a supervisor requires an employee to take work home, the supervisor and the employee shall, by prior agreement, determine the number of overtime hours to be granted to the employee.

6.7 **Split-Shift Differential Compensation** - All employees in the Bargaining Unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour, excluding lunch periods, shall be paid a shift differential premium of two-and-one-half percent (2.5%) above the regular rate of pay for all hours worked.

6.8 **Shift Differential - Compensation**

6.8.1 All Bargaining Unit employees whose regularly assigned work shift (a regularly assigned shift is one that does not have a predetermined end date) requires them to work until 7:00 p.m. or later shall be paid a shift differential premium as follows:

2.5% differential if shift ends at 7:00 p.m. or later.

6.8.2 All Bargaining Unit employees whose regularly assigned work shift (a regularly assigned shift is one that does not have a predetermined end date) requires them to work after 10:45 p.m. shall be paid a shift differential premium as follows:

5% differential if shift ends after 10:45 p.m.

6.8.3 Bargaining Unit Members temporarily assigned to a work shift for three (3) days of a week for at least three (3) consecutive weeks, shall be paid a shift differential premium for the time worked as follows:

2.5% differential if shift ends at 7:00 p.m. or later

Or

5% differential if shift ends after 10:45 p.m.

- 6.9 **Compensatory Time Off** – Compensatory time shall be taken at a time mutually acceptable to the employee in the Bargaining Unit and the College District. Any compensatory time remaining on the books at the end of the fiscal year (June 30) shall be paid to the employee as a cash payment equivalent to the value of the unused compensatory time, on the next regular paycheck.
- 6.10 **Overtime - Distribution** - Overtime shall be distributed and rotated according to seniority among the employees in the Bargaining Unit within each department, work location, classification and consistent with the employee's job knowledge and responsibilities. If the qualified employee with the greatest Bargaining Unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the Bargaining Unit in descending order of seniority until the assignment is made. Any dispute arising from this section may be appealed to the EERC.
- 6.11 **Minimum Call-In Time** - Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.12 **On-Call Time** - All on-call time shall be compensated at a rate of two (2) hours per eight (8) hour shift at the standard overtime rate of pay. Except in the case of emergency, employees shall receive 48 hours notice of the need to be on call. Any disputes arising out of this section may be appealed to the EERC.
- 6.13 **Call-Back Time** - Any employee called back to work after completion of an eight (8) hour assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to do the work.
- 6.14 **Inconsistent Duties** – Effective July 1, 2023, employees in the Unit shall not be required by the College District to perform duties which do not reasonably relate to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period.

The College District shall consult with the Unit regarding any assignments which exceed a sixty (60) calendar-day period.

- 6.14.1 Compensation for inconsistent duties shall be calculated as prescribed in Article 7.2.4.
- 6.14.2 Assignment of Duties – Assignment of inconsistent duties for which compensation is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority, expertise, and by department, among those employees within the appropriate classification and who have an overall evaluation rating of satisfactory or better.
- 6.14.3 Employees with an overall evaluation rating of satisfactory or better are eligible for inconsistent duties. Probationary employees are not eligible for inconsistent duties.
- 6.14.4 College Police Officers who serve as Field Training Officers (FTO) will receive additional compensation at a rate of five percent (5%) of regular daily salary for each day of FTO service.

- 6.15 **Out-of-Classification Assignment** - Effective July 1, 2023, an out-of-classification assignment refers to the temporary assignment of an employee to perform work that is typically performed by employees in a higher classified position.
- 6.15.1 Compensation for out-of-classification assignments shall be calculated as prescribed in Article 7.2.5.
- 6.15.2 Out-of-classification assignments shall be of a temporary nature. Out-of-class shall be for assignments of five (5) days or greater in duration, in a higher classification and shall be effective the first day of such assignment. Unit members doing out-of-class assignments perform 100% of the higher classifications' duties.
- 6.15.3 An employee who is assigned to a vacant position in a higher classification during a recruitment to permanently fill the vacancy, shall not work in that higher classification for more than 960 hours in a fiscal year.
- 6.15.4 An employee who is assigned to all other out-of-class assignments shall not work in a higher classification for longer than 2 years unless mutually agreed to by the College District and CSEA.
- 6.15.5 Assignment of Duties - Assignment of out-of-classification shall be made on an informal internal department and/or division selection process. Selection criteria shall consider seniority, expertise, and availability. If no employee meets those criteria, a campus wide informal internal selection process shall be conducted.
- 6.15.6 Employees who have an overall evaluation rating of satisfactory or better are eligible for out-of-classification assignments. Probationary employees are not eligible for out of class duties.
- 6.15.7 Return to Classification: The Superintendent/President (or designee) may elect to end an out-of-classification assignment at any time. Upon the expiration or termination of the out-of-classification assignment, the employee shall return to their permanent classified position and resume their regular duties and responsibilities.
- 6.16 **Rotated Work Assignments** - When the College District posts a position for recruitment within a classification in the same department, an employee with the greatest amount of hours in a paid status, not working a traditional workweek as described in Article 6.1, shall be offered rotation to the traditional workweek. The unit member has the option to accept or decline within five working days of the offer to rotate.
- 6.17 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.
- 6.18 The probationary period for any Bargaining Unit Member shall be six (6) months, or 130 working days, whichever is longer. In the case of a promotion, the probationary period will be six (6) months or 130 working days, whichever is longer.
- 6.19 All actions required to be taken by the College District to implement the Fair Labor Standards Act (FLSA) shall not establish a past practice of the College District should it be determined in the future that the FLSA does not apply to the Southwestern Community College District.
- 6.20 When the College District maintains academic sessions at times other than during the regular academic year, it shall offer such assignments first to regular 9, 10, or 11-month employees in the Bargaining Unit. When it is necessary to assign Bargaining Unit Members not regularly so

assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made based upon which classification of service is required and seniority within the classification. No Bargaining Unit Member whose regular yearly assignment for service excludes all, or any part of, the period between the end of services during such period. A Bargaining Unit Member shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

6.21 **Four-Day Workweek** - The Superintendent/President, Assistant Superintendent/Vice President of Human Resources, or designee, may establish a four-day, ten-hour workweek for Bargaining Unit employees, subject to operational needs. The dates shall be established by the College District after consultation with CSEA and shall be reviewed annually. The dates may be of different duration for different groups of employees. The College District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.

6.21.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any day other than a Monday. The College District reserves the right to determine the four (4) consecutive workdays of any employee affected. The ten (10) hour workday shall be scheduled as follows:

6.21.1.1 The employee shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The employee may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with supervisor's prior approval.

6.21.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.

6.21.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.

6.21.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.21.3 **Rest Periods** - For each ten (10) hour work shift, a Bargaining Unit Member shall be entitled to two (2) twenty (20) minute paid rest periods.

6.21.4 **Hours of Employment** - The workday for a ten (10) hour work shift shall be 7:00 a.m. to 5:45 p.m., unless otherwise approved by the employee's immediate supervisor and the cognizant Vice President.

- 6.21.5 **Holidays** - Each Bargaining Unit Member shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Agreement while the College District is operating on a four-day, ten-hour workweek.
- 6.21.6 **Lunch Hour** - The lunch period shall extend for a forty-five (45) minute period of time, unless otherwise approved by the employee's immediate supervisor in accordance with the current Agreement between the College District and CSEA.