


Anel Gonzalez (Feb 28, 2024 11:18 PST)


Joseph Sanchez (Feb 28, 2024 10:01 PST)

Palomar Community College District (District)
Proposal to the
The College Council of Classified Employees CFT/AFT Local #4522 (CCE)
for
2023-2024 Successor Negotiations

February 22, 2024

ARTICLE 11 - HOURS AND OVERTIME

11.1 Workweek

The traditional workweek for full-time classified employees shall consist of five (5) consecutive days within any week, eight (8) hours per day and forty (40) hours per week. A week shall be defined as a seven-day period from 12:01 a.m. Sunday through Saturday midnight. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, as provided by Section 11.8, below.

11.2 Alternative Work Week

The Palomar Community College District may establish and modify within its discretion, and with the concurrence of the CCE/AFT, alternative workday and workweek schedules for bargaining unit employees pursuant to the Education Code Section 88040.

11.2.1 The Board may provide a 9-hour per day, 80-hours per two (2) week work schedule for classified employees.

11.2.2 The Board may provide a 9-hour per day for 4 days, and one 4-hour day work schedule for classified employees.

11.2.3 The Board may establish a 10-hour per day, four consecutive day workweek for classified employees.

11.2.4 Every position employing a schedule authorized under Education Code Section 88040 will be identified as having regular work hours for each day of the weekly schedule.

11.3 Workday

The length of the workday shall be designated by the District for each classified position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. **Any changes to an employee's work assignment after it has been initially set shall be made in**

accordance with Educational Code Section 88040(a)(1). The district shall provide written notice of the intent to change an employee's work-schedule, and the parties agree to meet within ten (10) business days upon receipt of the notice. The District may change an employee's work-schedule without notice in the case of an emergency as defined in Article 7.3. ~~The District may change the times of an employee's assignment; however, prior to any change to any employee's schedule, the District shall provide not less than ten (10) 15 (fifteen) business days' notice, except in case of emergency.~~

11.4 Adjustment of Assignment

Any part-time classified employee who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive workdays or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

11.5 Lunch Periods

11.5.1 When an employee has been scheduled to work six (6) hours, the employee shall be entitled to an uninterrupted, duty-free lunch period. The length of time for such a lunch period shall be for a period of one (1) hour or one-half (1/2) hour and shall be scheduled for part- or full-time employees at or about mid-point of each work shift. Lunch periods shall be scheduled with input from employees. ~~An employee's lunch period may be extended by an additional fifteen (15) minutes if the employee actually participates in an exercise during the scheduled lunch period. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor.~~

~~11.5.2 In lieu of any extension of an employee's lunch period for actual participation in an exercise class, an employee may be granted paid release time of an additional fifteen (15) minutes at the beginning or at the end of the workday if the employee actually participates in an exercise class during either time-period. An employee must obtain prior written approval from the employee's immediate supervisor. Actual participation in an exercise class must require the employee to be no more than fifteen (15) minutes late to work, or must require the employee to leave work no more than fifteen (15) minutes early. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor. An employee may participate in only one exercise class per day that requires an extension of the lunch period, a late reporting to work or an early departure from work.~~

11.6 Fitness Release Time

~~11.6.1~~ An employee may be granted's lunch period may be extended by an additional fifteen (15) minutes of paid release time at the beginning or the end of the workday or during their lunch period if the employee actuallyDelete actually participates in an exercise fitness activity, during the scheduled lunch period. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor

An employee participating in an exercise class program may be granted fifteen (15) minutes per day of release time to be taken as outlined below. To participate the employee must submit a written verification of actual participation in the exercise class program to the employee's immediate supervisor.

- a) 15 minutes prior to the start of the scheduled workday;
- b) 15 minutes at the end of the scheduled workday; or
- c) 15 minutes at the beginning or end of the scheduled lunch period.

~~11.6~~ 11.7 Rest Periods

~~11.6.1~~ 11.7.1 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. Rest periods shall be taken by employees after agreement with the immediate supervisor(s).

~~11.6.2~~ 11.7.2 Specified periods may be designated when the operations of the District require someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by supervisors after consultation with the employees involved.

~~11.6.3~~ 11.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.

~~11.7~~ 11.8 Voting Time-Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time, up to two (2) hours, for such voting by the employee without loss of pay.

11.8 **11.9** Overtime

11.8.1 **11.9.1** Overtime must have prior written approval from the employee's supervisor. 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 regular rate of pay of the employee. 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 hours are worked prior to the commencement of a regularly-assigned starting time, or subsequent to the assigned quitting time.

11.8.2 **11.9.2** A 9-hour per day, 80 hours per two (2) week work schedule, defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour workday and in excess of eight (8) hours on the single eight (8) hour workday, or any time worked on a day not scheduled for a workday that would cause more than eighty (80) hours to be worked in the two (2) week work schedule.

11.8.3 **11.9.3** A 9-hour per day for four (4) days and one 4-hour day work schedule, defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour workday and in excess of four (4) hours on the scheduled 4-hour day, or any time worked on a day not scheduled for a workday that would cause more than 40 hours to be worked in the established work week.

11.8.4 **11.9.4** For other alternative schedules not specifically identified, such schedules would require that employees be paid overtime rates for hours worked in excess of 40 in a week and/or the specified number of hours for that day.

11.8.5 **11.9.5** An employee may refuse the assignment of non-mandatory overtime work. The District shall make reasonable effort to distribute overtime equitably among qualified employees.

11.9 **11.10** Compensatory Time-Off

11.9.1 **11.10.1** Subject to limitations under the federal Fair Labor Standards Act (FLSA), an employee may request compensatory time off in lieu of cash compensation for overtime work. Compensatory time off, if granted by the District, shall be granted at the overtime rate based on the employee's rate of pay at the time it was earned. The District in all cases shall determine whether an employee is granted overtime pay or is granted compensatory time off in lieu of cash compensation.

~~11.9.2~~ **11.10.2** Subject to limitations under the federal FLSA, compensatory time shall be taken at any time required by the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

~~11.9.3~~ **11.10.3** As long as the federal FLSA or similar statute is applicable to the District, an employee, with District approval, may take compensatory time off in lieu of cash for overtime work, but an employee may accrue no more than 240 hours and must take compensatory time off within twelve months of the time of the overtime work.

~~11.9.4~~ **11.10.4** The District may take any action necessary to ensure compliance with the federal Fair Labor Standards Act.

~~11.10~~ **11.11** Workload

~~11.10.1~~ **11.11.1** Employees shall perform their work assignments as outlined in their position classification within their scheduled work hours, including duty free rest and meal periods. The District shall direct, prioritize workload and the distribution of work. An employee who has concerns regarding assigned workload shall bring their concerns to their supervisors. If a supervisor identifies a workload issue, the supervisors shall respond in writing.

~~11.10.2~~ **11.11.2** Employees may contact Human Resources, regarding workload issues, after the employee has discussed the issue with their supervisor. Upon receipt of a workload concern, Human Resources and CCE shall meet with the employee and their immediate supervisor within fifteen (15) **working days** to find a resolution. For purposes of this section, a ~~work-day~~ workdays refers to a day when the unit member is scheduled to work. Nothing in this section shall be interpreted as an abrogation of District rights.

~~**11.11.3** If the employee and the District cannot mutually identify the workload issues and/or find an agreed upon resolution to address the employees' workload concerns, the employee may file a grievance to seek an appropriate remedy for a violation of their Article 11.11.1 and 11.11.2 rights. These grievances shall be filed in accordance with Article 19.2 Grievance Procedure with exception that Article 19.2.1 Informal Procedure shall not apply to these grievances and Step One of Article 19.2.2 Formal Procedure~~

~~shall be presented to the District's Director of Human Resources,
not the employee's immediate supervisor.~~

~~11.11.4 Nothing in this section shall be interpreted as an
abrogation of District rights.~~

CCE-ARTICLE 11 HOURS AND OVERTIME 23-24 TA

Final Audit Report

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