

not subject to escalation, regardless of any potential future increase to employee only fringe benefits. Any additional difference above \$529.92 and the employee only fringe benefit allowance shall revert to the District and such excess shall not be distributed to, or income of, such employee.

4.1.8 All employees:

(A) hired prior to April 1, 2006 (including subsequent promotions if such employee was hired prior to April 1, 2006 and has not had a break in continuous service on or after April 1, 2006),

(B) who are presently enrolled, at any time on or after April 1, 2006, in employee + coverage or employee + family coverage, and

(C) who have an excess sum available after receiving the District's benefit contribution and enrolling in required coverage, are not eligible to receive as income or specify any program of insurance for the distribution of the excess District contribution, and such excess District contribution shall not be distributed to, or income of, such employee.

4.1.9 All employees:

(A) hired, or rehired, on or after April 1, 2006, and

(B) who have an excess sum available after receiving the District's benefit contribution and enrolling in any type of require coverage, are not eligible to receive as income or specify any program of insurance for the distribution of the excess District contribution, and such excess District contribution shall not be distributed to, or income of, such employee.

4.1.10 An employee whose monthly cost for health and welfare benefits coverage's exceeds the District's contribution is required to pay the additional cost by payroll deduction.

4.1.11 If an employee's spouse or registered domestic partner is also an employee of the District and eligible to receive a District contribution for the health and welfare benefits program ("eligible co-employee"), and the employee carries medical coverage through a District offered medical plan which includes coverage for both the employee and the eligible co-employee, then the eligible co-employee (who is covered on the employee's medical coverage) may designate for the District to apply the eligible co-employee's benefit allowance under Article 4 towards the health coverage costs incurred in insuring the employee and eligible co-employee. For clarity, such coverage by the employee and the eligible co-employee shall be subject to all terms in Article 4.1). Unless the District, CCCUE, the employee, and the eligible co-employee mutually agree otherwise in writing, for purposes of tracking application of fringe benefit allowance, the employee carrying the qualifying medical coverage for the employee and eligible co-employee shall first have 100% of his/her benefit allowance applied to the total costs of coverage, and then the eligible co-employee's fringe benefit allowance shall be applied (as an allocation of the eligible co-employee and not a transfer of the fringe benefit allowance to the employee carrying coverage) up to the maximum total allowance. In the event that the monthly cost for health and welfare benefits coverages exceeds the District's contribution, the employee and eligible co-employee shall equally pay such additional cost by payroll deduction. In the event that there is any excess above the actual cost of insurance coverage, such excess shall revert to the District and such excess shall not be distributed to, or income of, such employees.

## **ARTICLE 5 HOURS**

### Workday

- 5.1 The workday for all employees shall be established and fixed by the District. The regular assigned workday shall be eight hours per day, exclusive of an unpaid lunch period but inclusive of any rest periods prescribed by the District, for five days per workweek for a full-time employee. The District may establish other full-time workday designations within a 40-hour workweek. An employee shall receive written notification of his or her assigned workday upon initial employment and upon any permanent modification of the workday.
  - 5.1.1 The hours of an employee's assigned workday may be modified on a permanent basis to meet the service needs of the District upon 30 days' written notice to the employee. A copy of the notice to the employee shall be provided to the Exclusive Representative. The employee, or the Exclusive Representative on behalf of the employee, may appeal the modification to the appropriate Vice President.
  - 5.1.2 When an employee is assigned to work at more than one campus, center, or site during the same workday, travel from the first location to the second shall be on paid time.

### Workweek

- 5.2 The regular assigned workweek for a full-time employee shall be 40 hours normally consisting of five consecutive days, Monday through Friday, for all employees rendering service averaging four or more hours per day during the workweek.
  - 5.2.1 An employee's regular workweek may be extended or modified on an irregular or temporary basis to meet the service needs of the District. This extended or modified work schedule may be requested by the employee, or the supervisor in consultation with the employee, upon at least five workday's notice unless there are extenuating circumstances requiring a minimum two-day notice, of a change of schedule made under this provision. The person initiating the request shall receive a response within five (5) days. Hours worked in excess of eight (8) hours per day will be compensated at the employee's regular rate for no more than ten (10) hours per day until forty (40) hours per week have been exceeded. This waiver of overtime hours relates only to those employees participating in a modified work schedule.
  - 5.2.2 An employee's regular workweek may be modified on a permanent basis to meet the service needs of the District upon 30 days' written notice to the employee. A copy of the notice to the employee shall be provided to the Exclusive Representative. The employee, or the Exclusive Representative on behalf of the employee, may appeal the modification to the appropriate Vice President. A modified work schedule may be requested by the employee or the supervisor. The person initiating the request shall receive a response within five days.
  - 5.2.3 An employee's regular workweek may be modified to add work on a Saturday or Sunday (or both) with the employee's written consent as provided by Education Code §88010.5.
  - 5.2.4 The District may implement a 4/10 work schedule in the summer months. The District agrees to confer with CCCUE the impact on individual unit members who are adversely affected by the schedule change.

## Rest Periods

- 5.3 An employee who is assigned to work four consecutive hours or more shall have one scheduled 15-minute rest period for each four consecutive hours of paid service. Rest periods not taken shall not be cumulative and normally may not be scheduled contiguous with the lunch period or the beginning or end of the employee's workday.

## Lunch Period

- 5.4 An employee who is assigned to work five consecutive hours or more per day shall have an uncompensated lunch period of at least 30 minutes' duration each workday. The lunch period shall normally be taken about the mid-point of the employee's workday and scheduled by the supervisor in consultation with the employee based on the needs of the department.

- 5.4.1 For those employees operating in the role of Campus Police Officer, Senior Police Officer, and Police Dispatcher, meal periods shall count as time worked.

## Overtime and Extended Hour Service

- 5.5 Overtime is approved time worked in excess of 40 hours in a workweek or more than eight hours in a workday. The overtime rate shall be time and one-half the regular rate of pay. The positions of Campus Police Officer, Theater Technician, and Technical Director/Theater are excluded from the overtime pay requirement based on eight hours per day pursuant to the provisions of Education Code §88026.

- 5.5.1 Overtime and extended hour service must have prior approval of the immediate supervisor.

- 5.5.2 Nothing contained herein shall be construed to limit the District's right to require overtime or extended hour service of an employee. However, an employee may not be required to perform an overtime assignment that is offered on a compensatory time off only basis. Overtime assignments shall be made based on justifiable, operational reasons.

- 5.5.3 An employee whose regular assigned workday is four hours or more per day, five days per week, shall be compensated at the overtime rate for any work required to be performed on the sixth and seventh day following commencement of the workweek.

- 5.5.4 An employee whose regular assigned workday is less than four hours per day shall be compensated at the overtime rate for any work required to be performed on the seventh day following the commencement of the employee's workweek.

## Compensatory Time Off

- 5.6 An employee who has earned overtime may elect to receive compensatory time off ("CTO") in lieu of pay for the overtime worked up to a maximum of 240 hours (480 hours for Campus Police Officers). Compensatory time off shall be granted at the overtime rate.

- 5.6.1 The CTO must be taken at a time mutually agreed to by the employee and the District by August 15 of the succeeding fiscal year in which the comp time was earned and without impairing the services rendered by the employing District.

- 5.6.1.1 An employee who intends to use CTO shall submit a request in writing to the immediate supervisor at least one week in advance of the day or days on which