



52 conflict with any laws of the state of California or the federal government regarding  
53 hours worked.

54  
55 7.2.1. Any potential change of an employee's workweek or shift times shall not be  
56 proposed for the purpose of avoiding payment of overtime.

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58 7.2.2. Summer and Alternate Schedule

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60 7.2.2.1 During the summer months the District may establish a ten (10) hour per  
61 day, forty (40) hour, four (4) consecutive day workweek. The condensed  
62 summer schedule will apply to all classified employees. Employees may  
63 elect to work their normal daily amount of hours or use vacation or  
64 compensatory time to retain their full paycheck. Full time (40 hour)  
65 employees must select a ten (10), nine (9) or eight (8) hour work schedule.  
66 A nine (9) hour work schedule using unpaid leave is not an option. A nine  
67 (9) hour work schedule requires the use of one hour per day of earned  
68 paid leave. All CSEA members who receive differential pay shall retain  
69 their differential pay during the duration of the summer schedule.

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71 7.2.2.1.1 Overtime for employees on the summer schedule shall be paid  
72 for all hours worked in excess of the ten (10) hour day or forty  
73 (40) hour workweek. Work performed on a fifth, sixth and/or  
74 seventh day shall be compensated for at the applicable overtime  
75 rate.

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77 7.2.2.1.2 For those employees who do not work the extended work day,  
78 mutual agreements between supervisors and employees  
79 regarding daily schedules will give due consideration to District  
80 workload demands, individual employee's preference, and  
81 availability of other employees. [Moved from section 7.3.6 below]

82  
83 7.2.2.2 Outside of the summer schedule, the District may propose to establish  
84 an alternate work schedule for all or certain classes of employees or for  
85 employees within a class when, by reason of the work location and/or  
86 duties actually performed by such employees their services are not  
87 required for a workweek of five (5) consecutive days. The use of this  
88 section shall be negotiated with CSEA prior to commencement. [Moved  
89 from 7.3.7 below]

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91 **7.3. Workyear:**

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93 7.3.1 The regularly scheduled workyear for a full-time employee shall ordinarily be  
94 twelve months. Employees who are hired for a workyear of eleven months or  
95 less shall be given the start and end dates of their workyear upon employment  
96 and upon each change in position. (For example: Ten month workyear:  
97 August through May.)

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99 7.3.2 Should an eleven months or less workyear cover the full calendar year, such  
100 Days Not Assigned shall be as selected by mutual agreement between the unit  
101 member and supervisor no less than one month prior to the start of each  
102 academic year.

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**7.4** Overtime: Overtime shall be defined as assigned and authorized work performed during hours actually worked in excess of eight (8) in any one workday and/or forty (40) in any one workweek except as defined in section 1.3 above. No employee shall work more than twelve (12) hours per day or sixty (60) hours per week. Overtime hours shall be compensated for at the applicable rate. Overtime shall be paid at the next regular pay cycle.

7.34.1. Distribution of Overtime or Extra Time: The parties recognize that exact equal distribution of overtime cannot be measured. When requested, the District shall post a seniority list for each classification in each department and shall rotate all assignments within the department. The District shall offer overtime or extra time first to bargaining unit employees in their same classification by seniority order, and then to bargaining unit members who are qualified **and available** for such work. ~~and then, s~~ should no bargaining unit member accept the assignment, the District may assign from the substitute list. When an employee is absent on an authorized vacation or compensatory leave, the employee shall not be offered overtime, unless the employee has provided written notification that ~~he or she they~~ wants to be offered overtime or extra time during ~~his or her their~~ vacation. Notification must be provided for each approved vacation request.

7.34.2. For purposes of this Article only, time worked includes time during which a unit member is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence; overtime for a unit member absent from work for other reasons shall be governed exclusively by the eight (8) hour requirement.

7.34.3. All hours actually assigned and worked on a holiday as designated by this Agreement, with the exception of floating holidays, shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the employee may be eligible.

7.34.4. Whenever a supervisor and/or District representative knowingly suffers or permits a unit member to work overtime, such work shall be compensated for at the applicable overtime rate.

7.34.5. An employee shall elect whether **his or her their** overtime work shall be paid for in compensatory time off in lieu of cash compensation for overtime. Compensatory time off shall be taken, when possible, within thirty (30) days from the date compensatory time was earned, **and scheduled by mutual agreement of the unit member and the immediate supervisor**, but in no case shall it be taken after twelve (12) months from the date it was earned. When an employee is requesting relevant leave, compensatory time will be exhausted before vacation leave is used. At the end of twelve (12) months, the unit member shall be paid for compensatory time earned but not taken. No more than 240 hours compensatory time off may be accumulated; this is equivalent to 160 overtime hours worked.

~~7.3.6. **During the summer months the District may establish a ten (10) hour per day forty (40) hour, four (4) consecutive day workweek. The condensed summer schedule will apply to all classified employees. Employees may elect to work their normal daily amount of hours or use vacation or compensatory time to retain their full paycheck. Only employees with less than one year of vacation accrual may use leave without pay to account for a full work week. Full time (40**~~

154 ~~hour) employees must select a ten (10), nine (9) or eight (8) hour work schedule.~~  
155 ~~A nine (9) hour work schedule using unpaid leave is not an option; a nine (9) hour~~  
156 ~~work schedule requires the use of one hour per day of earned paid leave. All~~  
157 ~~CSEA members who receive differential pay shall retain their differential pay~~  
158 ~~during the duration of the summer schedule. Overtime shall be paid for all hours~~  
159 ~~worked in excess of the ten (10) hour day or forty (40) hour workweek. Work~~  
160 ~~performed on a fifth, sixth and/or seventh day shall be compensated for at the~~  
161 ~~applicable overtime rate. For those employees who do not work the extended~~  
162 ~~work day, agreements between supervisors and employees regarding daily~~  
163 ~~schedules will give due consideration to District workload demands, individual~~  
164 ~~employee's preference, and availability of other employees. [Moved to 7.2.2.1~~  
165 ~~above.]~~

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167 ~~7.3.7. Outside of the summer schedule, the District may propose to establish an~~  
168 ~~alternate work schedule for all or certain classes of employees or for employees~~  
169 ~~within a class when, by reason of the work location and/or duties actually~~  
170 ~~performed by such employees their services are not required for a workweek of~~  
171 ~~five (5) consecutive days. The use of this section shall be negotiated with CSEA~~  
172 ~~prior to commencement. [Moved to 7.2.2.2 above.]~~

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174 **7.45.** Lunch Periods:

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176 **7.5.1** An hourly employee scheduled to work five (5) hours or more per day is required to take  
177 an unpaid lunch period (duty-free meal period) of not less than one-half (1/2) hour. An  
178 employee working seven (7) to eight (8) hours per day may be given an unpaid lunch  
179 period (duty-free meal period) of one (1) hour. An employee working more than ten (10)  
180 hours per day is required to take an additional meal period of not less than one-half (1/2)  
181 hour. Lunch periods should occur approximately at the midpoint of the shift or as close  
182 as practical, but must be provided within the first four (4) hours and fifty-nine (59) minutes  
183 of the workday. Employee supervisors and managers have the right to coordinate lunch  
184 periods to best meet the needs of the students and the department. Lunch periods  
185 cannot be combined, skipped, or saved. Lunch periods are duty-free.

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187 **7.45.12** Lunch Period Waiver: An employee who works a shift of six (6) hours or less may  
188 voluntarily agree to waive the right to a meal period. Similarly, if an employee works a  
189 shift of twelve (12) hours or less, the employee may voluntarily agree to waive the  
190 second meal period (if the first meal period has not been waived). A valid meal period  
191 waiver must be in writing and explicitly state that the employee can revoke the waiver at  
192 any time. In addition, an employee may voluntarily agree to take a paid "on-duty" meal  
193 period (in which the employee is not relieved of all duty) if the District and CSEA  
194 determine that the nature of the employee's work prevents the employee from being  
195 relieved from all duty.

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197 **7.56.** Rest Periods: An hourly employee scheduled to work three and one half (3.5) hours or more  
198 per day but less than six (6) hours per day, is required to take one (1) paid fifteen minute rest  
199 period. An employee scheduled to work six (6) hours or more per day is required to take two  
200 (2) paid fifteen (15) minute rest periods. An employee scheduled to work ten (10) hours or more  
201 is required to take an additional paid fifteen (15) minute rest period. Rest periods are designed  
202 to "break up" a shift and should be taken as they are designed. Employee supervisors and  
203 managers have the right to coordinate rest periods to best meet the needs of the students and  
204 the department. Rest periods cannot be combined, skipped, or saved. District management

205 may, under extenuating circumstances, require an employee to work through their rest break.  
206 Any employee required to work through their rest break shall be entitled to a rescheduled break  
207 as soon as practical following the originally scheduled rest period.  
208

209 **7.67.** Callback Pay: In the event an employee is called back to work or directed to work offsite, either  
210 via phone, text, or email following completion of their regular shift, said employee shall be  
211 compensated for all additional time worked, with at a minimum of two (2) hours' paid at the  
212 applicable rate of pay.  
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214 **7.78.** Minimum Call-In-Time: In the event an employee is called in to work or directed to work offsite,  
215 either by text, email or phone on a day when the employee is not otherwise regularly scheduled  
216 to work, said employee shall receive a minimum of two (2) hours' pay at the applicable rate of  
217 pay.  
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219 **7.89.** Callback/Call-In Mileage: On a callback or call-in, **or for approved business travel using**  
220 **one's vehicle**, the employee shall be reimbursed for mileage at the applicable District rate.  
221

222 **7.910.** Emergency Closure: if the President or designee declares an emergency on a scheduled work  
223 day and the District's site(s) is/are closed, classified personnel shall receive regular pay  
224 whether or not they are required to report for duty that day. Should a classified employee's  
225 supervisor and/or other District representative require them to **physically** report to **work a**  
226 **District worksite** on a day of emergency closure, the classified employee shall be  
227 compensated at one and one-half (1 ½ ) their normal hourly rate for all hours worked that day.  
228

229 **7.110.** Flexible Work Hours Schedule : Unit members **and/or their supervisor** may request a  
230 change in assigned work hours, ~~or~~ work days, **workweeks, or workyear**. The requested  
231 change is subject to the ~~approval~~ **mutual agreement** of the **unit member, their unit**  
232 **member's** immediate supervisor and appropriate Administrator. Any requested change in  
233 **work** hours, ~~or~~ **workdays, workweeks or workyear** ~~worked~~ must accommodate the **intended**  
234 duties and responsibilities of the unit member's position. Changes requested by the unit  
235 member **and/or supervisor** under this section shall be in writing, shall include the period  
236 during which the alternate schedule is in effect, and have the required **signed** approvals prior  
237 to any changes. **Unit members shall be given a written statement of approval or denial**  
238 **from their supervisor within fifteen (15) working days of the request. If additional time**  
239 **is required, the supervisor will notify the unit member with the reason for the extension,**  
240 **not to exceed ten (10) additional working days. Unit members shall have the right to**  
241 **union representation during this process.**  
242

243 ~~**7.11.** Temporary Rescheduling: The District may request a temporary change in assigned~~  
244 ~~work hours or work days. The requested change is subject to the approval of the unit~~  
245 ~~member. Any requested change in hours or days worked must accommodate the~~  
246 ~~intended duties and responsibilities of the unit member's position. Changes requested~~  
247 ~~by the District under this section shall be in writing, shall include the period during~~  
248 ~~which the alternate schedule is in effect, and be signed by the unit member. In the event~~  
249 ~~the unit member does not agree, the District may offer extra assignments and/or~~  
250 ~~overtime per Section 3.1 of this Article.~~  
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
252 **7.12.** Limited Subcontracting: Notwithstanding the limitations on subcontracting per Article 21, in the  
253 event that all available qualified bargaining unit members are already utilized to work overtime  
254 and/or extra assignments, have been contacted and failed to respond timely, or have declined


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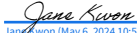
the assignment, then the District may contract such work to private, for-profit contractors **or assign substitutes per 7.4.1** for the duration of those particular shifts only.


Copper Mountain Community College                      The California School Employees  
Association and Its Copper Mountain College Chapter #800


March 28, 2024

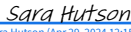
  
\_\_\_\_\_  
Jenn Baker                      CHRO


  
Brittney Blakeley (Apr 29, 2024 10:44 PDT)  
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Brittney Blakeley                      #800 President

  
Jane Kwon (May 6, 2024 10:57 PDT)  
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Jane Kwon                      VP Student Services

  
Fawn Cambon (Apr 29, 2024 12:14 PDT)  
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Fawn Cambon                      #800 Negotiator

  
Randy Erickson (Apr 22, 2024 18:01 PDT)  
\_\_\_\_\_  
Rex Randall Erickson, Chief Negotiator

  
Sara Hutson (Apr 29, 2024 12:15 PDT)  
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Sara Hutson                      #800 Negotiator

  
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Shadee Johnson - LRR












# 02-TA-Art-7 - Hours-2024-03-28-fin














Final Audit Report

2024-05-06

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