

ARTICLE TWELVE – WORKING HOURS

12.1 Rest Period

- 12.1.1 All employees shall be granted a fifteen (15) minute rest period each four (4) hours of continuous work. Rest periods shall be utilized as feasible with the operational needs of the College as determined by its supervisors.

12.2 Lunch Period

- 12.2.1 Employees shall be granted a lunch period of not less than onehalf (1/2) hour during each five (5) hour or longer work shift.

Such lunch period shall be without pay and utilized as feasible with the operational needs of the College.

- 12.2.2 Fulltime employees regularly assigned an eighthour shift beginning after 1:59 p.m. and before 2:59 a.m. shall be allowed a thirtyminute meal period with pay.

12.3 Hours/Overtime

- 12.3.1 Eligible employees required by the College to work beyond their eight (8) or ten (10) hours, exclusive of lunch breaks, in any twentyfour (24) hour period, or more than forty (40) hours, including paid holidays, in any 168hour period beginning at 12:01 a.m., Sunday, shall receive overtime payment, except when such time is a result of scheduled shift changes. The daily hour limitation shall not apply to Public Safety employees assigned to work 12-hour shifts.

- 12.3.2 Overtime shall be computed to the nearest half hour. Overtime pay shall be based on the actual number of hours worked per day and not on hours compensated for as paid or unpaid leave (example: vacation, sick leave, personal, etc.) except that two (2) hours of overtime will be guaranteed in the instances of emergency call back to a physical campus location. College designated employees who are called for emergency assistance and do not return to a physical campus location, will be compensated at straight time, with a one (1) hour minimum, or flexible time at the employee's option. Emergency call backs must be authorized by a supervisor or authorized designee.

- 12.3.2.1 Employees who are placed "on call" by the College shall be compensated with four (4) hours of "comp time" for such "on call" status. Such "comp time" shall be entered in the "1 for 1" category on the employees leave report for the appropriate pay period. Employees who are required to report during their "on call" shift shall be compensated for the actual hours worked if the hours exceed four (4) hours. Such employees shall inform their College supervisor in advance whenever it is expected that the actual hours worked will exceed the four (4) hours for "on call" status.

- 12.3.3 Whenever possible, notice will be given within the department when opportunities for overtime arise.

- 12.3.3.1 In the event that sufficient personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the College may be required to work overtime. These employees shall be paid overtime based on their regular rate of pay.

- 12.3.3.2 The employee shall receive overtime payment at the rate of one and one-half (1-1/2) times regular pay or shall have the option of taking compensatory time at a one and onehalf (1 1/2) time rate. Not more than twentyfour (24) hours of compensatory time can be carried forward from one month to the next. Employees will be paid monthly for any accrued compensatory time over 24 hours not permitted to be carried forward.

- 12.3.4 Flexible work hours and shifts are specifically permitted: By mutual agreement between employees and their manager, employees may "flex" their daily schedule up to the ten (10) hour per day limit

from one shift to another within the same forty (40) hour work week. See Article 12.3.1 for definition of the work week. Employees may agree to work a flexible schedule up to a ten (10) hour work day and a forty (40) hour work week on a routine basis or on a case-by-case basis. Nothing in this section covering flexible work shifts shall be interpreted to conflict with or mitigate the hours and overtime requirements in Article 12.3.1, or the shift change requirements in Article 12.4.

12.4 Shift Changes

(For employees hired into budgeted positions of .500 FTE or greater)

- 12.4.1 Except in cases of emergency, employees will be given a minimum of ten (10) working days' notice of shift changes. For shift changes of four (4) hours or more, fifteen (15) working days' notice will be given.
- 12.4.2 Shift changes can be made with less than ten (10) working days notice or fifteen (15) days notice by mutual agreement of the supervisor and employee. Overtime rules will apply for any hours worked in excess of 40 hours in that work week, even if the shift change is mutually agreed upon.
- 12.4.3 A vacancy in a job classification on a specific shift which the College determines to post or fill will be offered to employees on other shifts in the same job classification and department, based on seniority.

A specific shift is defined as one that is college-assigned and not a shift using flexible work hours by employee and supervisor agreement.

Employees may be assigned any shift for training purposes during the trial service period (See also Article 16.9).

12.5 Virtual Work Sites

- 12.5.1 The College is supportive of opportunities for work to be accomplished at virtual work sites. Agreements to accomplish the employee's assignment are between the individual and the department administrator and at the discretion of the College. This preauthorized agreement must be in compliance with the terms of the contract.

12.6 Communications about Workload

- 12.6.1 The College encourages each manager and employee to be responsible for clear and open communication with the other party about workload issues, including the discussion of priorities, expectations, timelines and workload volume.

12.7 Health and Safety

- 12.7.1 The Union and College agree that a safe and healthy work environment contributes to the prevention of injuries, accidents, and loss due to recognized hazards in the workplace. The parties will strive to maintain a safe and healthy work environment and will attempt to reduce risk and danger for all employees. An employee has the right to raise health and safety issues with the supervisor and/or the LCC Safety Committee. This partnership shall provide a channel for reporting and resolving safety concerns and issues in a timely manner.
- 12.7.2 The Union and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all interactions among employees, and employees and managers, will be conducted with respect and courtesy.