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**COUNTER PROPOSAL FROM THE
~~PASADENA AREA COMMUNITY COLLEGE DISTRICT~~
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777
TO THE
~~CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777~~
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

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**March 21, 2024
June 12, 2024**

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The collective bargaining proposal presented herein by California School Employees Association and its Pasadena Chapter 777 to Pasadena Area Community College District is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Contract between the parties.

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The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

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ARTICLE 21 - OVERTIME AND COMPENSATORY TIME

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21.1 Overtime

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Overtime includes any time the employee is required to work in excess of eight (8) hours in one (1) workday for employees with a regular 40-hour workweek; or in excess of ten (10) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 40-hour workweek; or in excess of twelve (12) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 48-hour workweek. An employee whose regular work schedule is less than 40-hours, is entitled to be paid for the extra hours at his/her regular rate of pay up to 40-hours work. Hours worked by an employee whose regular schedule is less than 40-hours shall be paid overtime for all hours worked in excess of 40-hours. Supervisors may require an employee to work overtime to complete a task. An employee must request to work any overtime to complete a necessary task, at least two hours before the end of his/her shift or when it becomes apparent that a particular task will not be completed by the end of the employee's shift.

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Employees shall not work overtime without the verbal or written approval of a supervisor. In the event that an employee is called by non-Facilities Services personnel, such as Campus Police, another manager, or administrator, the employee will have been deemed to have received work authorization. If such a call is received outside of regular work hours, the provisions of Article 22 (Call-Back Pay) shall apply. All employees will provide current and accurate contact information (for contact outside of the workplace) to their supervisor in order that communications can be optimized. Pay for any such overtime work will be the overtime rate which is 1½ times the hourly

40 rate of the employee's salary or compensating time of 1½ hours off for each additional hour
41 worked. Overtime wages worked shall be paid no later than the payday for the next regular
42 payroll period after which the overtime wages were earned. (Labor Code Section § 204,
43 1194) excluding compensatory time.

44 - **21.1.1 Overtime Distribution**

45 - Overtime shall be offered by seniority on a rotating basis by classification or job family. Once
46 a unit member has accepted an overtime assignment, the unit member shall be placed at the
47 bottom of the list. Any unit member shall have the right to reject any offer or request for
48 overtime or call-back. If no volunteers are found, overtime can be offered department wide,
49 as long as the job doesn't require specialized skills. **The overtime assignment list shall be**
50 **posted in a public area prior to the assignment and with the following minimum**
51 **information:**

- 52 — ~~Date of Assignment~~
53 ~~Supervisor assigning the OT, Date, and Hours.~~
- 54 — ~~Assignment Description~~
55 ~~Type of Work, Conditions.~~
- 56 — ~~List of eligible employees for overtime.~~
57 ~~Seniority, Classification, Start of rotation.~~

Date of Posting.	Type of Work
Start Date of Assignment.	List of Eligible Employees for Overtime.
Length of Assignment	Seniority List.
Supervisor Assigning the OT.	Classification.
Number of Hours.	Start/End of Rotation per assignment
Assignment Description.	Preferred Communication Method
	<u>Comp-time Requested</u>

58 - Employees signing up for overtime shall provide their preferred method of communication
59 upon signing up for overtime. The overseeing supervisor will notify, via the preferred
60 communication, unit members who are granted overtime. Notified employees shall respond
61 within two hours of notification to confirm or decline the assignment. Notice of scheduled
62 overtime, for situations that are recurring or have advance notice, and which are offered on a
63 rotational basis shall be posted in the same area as all required employment notices and
64 announcements and will remain up until the work assignment has been completed.

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66 **21.1.2 Overtime Assignment**

67 In the absence of any volunteers for offered overtime, the District shall assign overtime based on

68 the details of the assignment, the qualifications of available personnel, and the discretion of the
69 scheduling supervisor.

70 - **21.1.3 Overtime attendance**

71 A unit member who fails to report for the volunteered overtime shift, shall be taken off the
72 overtime assignment list for 30 regularly scheduled working days.

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78 **21.1.4 Emergency Overtime**

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80 - In the event that the employer needs a unit member to work overtime with less than eight (8)
81 hours notice, the appointing supervisor shall first contact qualified unit members who have
82 not worked an overtime assignment in the previous week or seven (7) working days.

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84 **21.2 Compensatory Time**

85 Compensatory time is accrued at the rate of one and one-half hours for each overtime hour
86 worked. Compensatory time may be earned and used only with prior approval of the employee's
87 immediate supervisor, or the Director of Facilities Services. Normal use of such time off is to be
88 requested in writing at least three (3) working days in advance, and must be approved by a
89 supervisor. "Emergency" use of compensatory time off (not with three days' advanced notice)
90 shall be requested by the employee as soon as possible, and approval of such time shall be
91 granted at the sole discretion of the Director of Facilities, or their designee. Any use of
92 compensatory time shall be subject to the operational needs of the District.

93 Compensatory time must be used ~~within twelve (12) calendar months~~ **by the end of the fiscal**
94 **year after the time was earned**, or it shall be paid at the applicable overtime rate. Upon
95 termination of employment, the employee will receive payment for all accrued, unused
96 compensatory time calculated based on the employee's regular rate at the time of termination.

97 **21.2.1 Any earned compensatory time that is not used by June 30 of each year shall be**
98 **paid out at the unit member's current rate of pay by August 31 of each year.**

99 **21.2.2 Unused compensatory time may not exceed ~~240~~2480180 hours. In the event that a**
100 **unit member has accumulated ~~240-24 80~~ 180-hours of compensatory time, any additional**
101 **earned overtime shall be compensated via immediate payout at a rate equal to one and**
102 **one-half times the unit member's rate of pay or double time when applicable.**

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~~21.2.3 Compensatory time off shall be taken in increments of no less than five (5) minutes.~~

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