# TENTATIVE AGREEMENT BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777

June 12, 2024

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.

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

#### ARTICLE 21 - OVERTIME AND COMPENSATORY TIME

#### 21.1 Overtime

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.

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 rate of the employee's salary or compensating time of 1½ hours off for each additional hour worked. Overtime wages shall be paid no later than the next payroll period after which the overtime wages were earned.

#### 21.1.1 Overtime Distribution

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

- Date of Assignment

Supervisor assigning the OT, Date, and Hours.

- Assignment Description

Type of Work, Conditions.

- List of eligible employees for overtime.

Seniority, Classification, Start of rotation.

Date of Posting.
Start Date of Assignment.
Length of Assignment
Supervisor Assigning the OT.
Number of Hours.
Assignment Description.

Type of Work
List of Eligible Employees for Overtime.
Seniority List.
Classification.
Start/End of Rotation per assignment

Preferred Communication Method

Comp-time Requested

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

#### 21.1.2 Overtime Assignment

In the absence of any volunteers for offered overtime, the District shall assign overtime based on the details of the assignment, the qualifications of available personnel, and the discretion of the scheduling supervisor.

#### - 21.1.3 Overtime attendance

21.1.4 Emergency Overtime

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

In the event that the employer needs a unit member to work overtime with less than eight (8)

hours notice, the appointing supervisor shall first contact qualified unit members who have

not worked an overtime assignment in the previous week or seven (7) working days.

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## 21.2 Compensatory Time

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

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

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

21.2.2 Unused compensatory time may not exceed 2402480180 hours. In the event that a unit member has accumulated 240-24-80 180-hours of compensatory time, any additional earned overtime shall be compensated via immediate payout at a rate equal to one and one-half times the unit member's rate of pay or double time when applicable.

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

Signed and entered into this 12th day of June, 2024.

100 FOR CSEA 101 FOR THE COLLEGE DISTRICT 102 ek (Jun 18, 2024 01:44 PDT) Robert Blizmski (Jun 19, 2024 12:18 PDT) 103 Gregory Zemanek, Robert S. Blizinski, 104 CSEA, Chapter 777 President Vice President, Human Resources 105 106 107 Joseph Zacklin seph Zacklin (Jun 18, 2024 15:43 PDT) 108 Joseph Zacklin, 109 Brian Cummins, Director, Human Resources CSEA Labor Relations Representative 110