

1 **Article 21**
2 **COUNTER PROPOSAL FROM**
3 **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**
4 **TO THE**
5 **PASADENA AREA COMMUNITY COLLEGE DISTRICT.**

6
7 **January 11, 2024**

8
9 **District Counter Proposal**
10 **11/2/2023**

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13 **ARTICLE 21 – OVERTIME AND COMPENSATORY TIME**

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15 **21.1 Overtime**

16 **Unit Members will be compensated for overtime according to the following provisions**
17 **and in compliance with the Education Code and the Fair Labor Standards Act.**

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19 Overtime includes any time the employee is required to work in excess of eight (8)
20 hours in one (1) workday for employees with a regular 40-hour workweek; or in excess
21 of ten (10) hours in one (1) workday for employees with an alternative work schedules
22 of four (4) days per week with a regular 40-hour workweek; or in excess of twelve (12)
23 hours in one (1) workday for employees with an alternative work schedules of four (4)
24 days per week with a regular 48-hour workweek. An employee whose regular work
25 schedule is less than 40-hours, is entitled to be paid for the extra hours at his/her
26 regular rate of pay up to 40-hours work. Hours worked by an employee whose regular
27 schedule is less than 40-hours shall be paid overtime for all hours worked in excess of
28 40- hours.

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30 Supervisors may require an employee to work **off-scheduled** overtime to complete a
31 task. An employee must request to work any overtime to complete a necessary task, at
32 least two hours before the end of ~~his/her~~ **their** shift or when it becomes apparent that a
33 particular task will not be completed by the end of the employee's shift.

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35 Employees shall not work overtime without the verbal or written approval of a
36 supervisor. In the event that an employee is called by non-Facilities Services
37 personnel, such as Campus Police, another manager, or administrator, the employee
38 will have been deemed to have received work authorization. If such a call is received
39 outside of regular work hours, the provisions of Article 22 (Call-Back Pay) shall apply.
40 All employees will provide current and accurate contact information (for contact outside
41 of the workplace) to their supervisor in order that communications can be optimized.
42 ~~Pay for any such overtime work will be the overtime rate which is 1½ times the hourly~~
43 ~~rate of the employee's salary or compensating time of 1½ hours off for each additional~~
44 ~~hour worked.~~

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47 Overtime hours worked shall be compensated as compensatory time off at the rate of
48 one and one-half (1-1/2) times the number of hours of overtime worked, or as a
49 combination of comp time and paid compensation, at the discretion of the employee's
50 immediate supervisor.

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52 Overtime worked will be compensated by compensatory time unless paid payment is
53 expressly authorized by the appointed supervisor and noted on the employee's
54 timecard.

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56 **21.1.2 Overtime Compensation Terms**

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58 **Paid Payment** – shall be at the rate of one and one-half times the regular rate of pay
59 of the unit member or two times the regular rate of pay of the unit member on the
60 seventh day. Paid compensation must be paid during the pay period immediately
61 following the worked overtime. Paid payment shall be stored under "Overtime"

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63 **Compensation Time** – Shall be at the rate of one and one-half time worked in
64 overtime status. Compensatory time is accrued at the rate of one and one-half hours
65 for each overtime hour worked. Compensatory time may be used for time off only with
66 prior approval of the employee's immediate supervisor, or the Director of Facilities
67 Services. Compensation time shall be banked under "Compensation Time".

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69 **21.1.3 ~~21.1.1~~ Overtime Distribution**

70 **Scheduled Overtime** (special events, weekend activities, etc.) shall be offered by
71 seniority on a rotating basis by classification or job family. Once a unit member has
72 accepted an overtime assignment, the unit member shall be placed at the bottom of
73 the list. Any unit member shall have the right to reject any offer or request for overtime
74 or call-back. If no volunteers are found, ~~overtime can be offered department wide~~, the
75 supervisor shall give first opportunity to all qualified classified employees on a first
76 come first serve basis

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78 A qualified employee is a classified employee that has sufficient training and
79 experience to demonstrate the Knowledge and Abilities for the position, based on the
80 duties to be performed

- 81
82 1. Overtime opportunities are first offered to qualified employee(s) in the appropriate
83 classification (Job Title) within the department;
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85 2. Then to qualified employee(s) in that department;
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87 3. Lastly to available qualifying professional experts as long-as the job doesn't require
88 specialized skills.
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21.1.4 Overtime Assignment List

Available overtime shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given overtime assignment. Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.

The overtime assignment list shall be posted in a public area prior to the assignment and with the following minimum information:

- | | |
|------------------------------|--|
| 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 Assignments |
| Assignment Description. | Preferred Communication Method Slot. |

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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. If the employee declines the supervisor shall repeat the process with next volunteer in the rotation.

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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 assignment has been completed.

21.1.5 Scheduled Overtime Assignment

A unit member who signs up for scheduled overtime shall not have their assignment altered or changed unless warranted by "exigent" circumstances.

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~~**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.~~

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~~**21.1.3 Overtime Attendance**~~

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

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128 **21.1.6 21.1.4 Emergency Overtime**

129 In the event the employer needs a unit member to work off-scheduled overtime (break-
130 downs, system failure, natural disaster, etc.) with less than eight (8) hours' notice, the
131 appointing supervisor shall first contact qualified unit members who have not worked
132 an overtime assignment in the previous week or past seven (7) working days. Section
133 21.1.3 shall be applied.

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135 **21. 2 Compensatory Time-Off**

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

145
146 Compensatory time must be used ~~within twelve (12) calendar months~~ by the end of the
147 fiscal year ~~after the time was earned~~, or it shall be paid at the applicable overtime rate.
148 Upon termination, ~~layoff, or any other separation~~ of employment, the employee will
149 receive payment for all accrued, unused compensatory time calculated based on the
150 employee's regular rate at the time of ~~termination~~ separation.

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152 All earned compensatory time in excess of forty (40~~60~~) hours which is not used by
153 June 30th of each year, will be paid out at the Unit Member's current rate of pay by
154 August 31st of each year.

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156 **21. 2 Compensatory Time-Accruals**

157 Unused compensatory time may not exceed two hundred forty (240~~24~~240) hours of
158 overtime (one hundred sixty (160) hours' time worked). When a Unit Member has
159 accumulated 240~~24~~240 hours of compensatory time, any additional overtime worked
160 shall be compensated as paid payment at a rate equal to one and one-half (1-1/2)
161 times the Unit Member's regular rate of pay.

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