

TENTATIVE AGREEMENT
BETWEEN THE COAST COMMUNITY COLLEGE DISTRICT
AND THE COAST FEDERATION OF CLASSIFIED PROFESSIONALS, LOCAL 4794

July 7, 2022

This Tentative Agreement between the Coast Community College District and the Coast Federation of Classified Professionals, Local 4794 (hereinafter referred to as the "Federation") is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement ("Agreement") between the parties.

All language currently in effect in the Agreement is intended to remain unchanged except as agreed below.

Articles 14 – Hours and Overtime
Section 14.9 through 14.13 Only

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14.9 Overtime. The District agrees to compensate employees at the rate of one and one-half times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight hours work in one day or 40 hours in one week. The District agrees to compensate employees at the rate of two times the employee's regular rate of pay (including shift differential) for each hour of work in excess of 12 hours in one day. (Exception: any approved alternate schedule such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, due to an emergency or a situation in which the supervisor is not available, and there is an unforeseen and immediate need which would cause a serious disruption to critical services. In such cases, the employee must notify their supervisor via email, prior to the conclusion of the employee's workday, that overtime was worked without prior approval and the reasons therefore. The employee may then submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid. All overtime must be submitted via the District's timecard system during the pay period in which the overtime is worked.

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In lieu of overtime pay, the employee may choose to receive compensatory time for the approved overtime hours worked, (one and one-half hours of time for every hour of work or two hours of time for every hour of work in excess of 12 hours in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard to the employee's supervisor, and once approved, will be sent to District Payroll for inclusion on the employee's leave statement. All compensatory time must be submitted during the pay period in which the overtime was worked. No informal record-keeping systems for recording compensatory time are permissible.

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Articles 14 – Hours and Overtime
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14.9 Overtime. The District agrees to compensate employees at the rate of one and one-half (~~1 1/2~~) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight (~~8~~) hours work in one day or ~~forty~~ (40) hours in one week. The District agrees to compensate employees at the rate of two (~~2~~) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of ~~twelve~~ (12) hours in one day. (Exception: any approved **alternate schedule** such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, due to an emergency, primarily in emergencies or a situation in which the supervisor is not available; and there is an unforeseen and immediate need which would cause a serious disruption to critical services. In such cases, the employee must notify their supervisor via email, prior to the conclusion of the employee's workday, that overtime was worked without prior approval and the reasons therefore. The employee may then submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid. All overtime must be submitted via the District's timecard system during the pay period in which the overtime is worked.

In lieu of overtime pay, the employee may choose to receive compensatory time for the approved overtime hours worked, (one and one-half (~~1 1/2~~) hours of time for every hour of work or two (~~2~~) hours of time for every hour of work in excess of ~~twelve~~ (12) hours in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard with copies maintained by campus Personnel (if applicable) and to the employee's supervisor, and once approved, will be sent to District Payroll for inclusion on the employee's leave statement. All compensatory time must be submitted during the pay period in which the overtime was worked. No informal record-keeping systems for recording compensatory time are permissible.

14.10 Assignment of Overtime. An employee may refuse overtime work, except in case of emergency as defined in Article 3.2 of this contract. The District shall make every attempt to distribute the overtime work evenly among the eligible and qualified employees who agree to work overtime. If a scheduling problem exists, seniority (within the department among eligible, qualified employees) on a rotating basis shall prevail.

The assignment of overtime may not override required rest periods between shifts, as defined in this Agreement and law. The eligible and qualified employee with the most seniority in the department will be offered overtime first. If the most senior eligible and qualified employee declines the overtime assignment, then the next most senior eligible and qualified employee shall be offered the overtime assignment. Employees who accept and work an overtime assignment will not be offered subsequent overtime assignments until all eligible and qualified employees in the department have been offered the next available overtime assignment.

Overtime assignments may be offered outside of the bargaining unit once no eligible, qualified employees have accepted the overtime assignment and overtime work is still needed. Department supervisors shall maintain an easily accessible list of their employees, seniority dates, and the dates for which overtime assignments have been offered and worked in order for employees and supervisors to easily discern the order in which employees will be offered overtime. All overtime shall be assigned, recorded, and paid pursuant to the requirements of this Article 14 and law.

14.11 Average Workday of Four Hours or More. Employees having an average workday of four hours or more shall be compensated for any work required to be performed on the sixth or seventh consecutive day following the commencement of their employee's regularly scheduled work week at a rate equal to one and one-half times their regular rate of pay (including shift differential).

14.12 Average Workday of less than Four Hours. Employees having an average workday of fewer than four hours during the work week shall be compensated for any work required to be performed on the seventh consecutive day following the commencement of the employee's regularly scheduled work week at a rate equal to one and one-half times their regular rate of pay (including shift differential).

14.13 Overtime in Multiple Assignments. When an employee works in two or more different classifications during the work week and is entitled to overtime pay, the overtime rate will be computed by District Payroll in accordance with applicable law.

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The assignment of overtime may not override required rest periods between shifts, as defined in this Agreement and law. The eligible and qualified employee with the most seniority in the department will be offered overtime first. If the most senior eligible and qualified employee declines the overtime assignment, then the next most senior-eligible and qualified employee shall be offered the overtime assignment. Employees who accept and work an overtime assignment will not be offered subsequent overtime assignments until all eligible and qualified employees in the department have been offered the next available overtime assignment.

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14.11 Average Workday of Four (4) Hours or More. Employees having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth ~~(6th)~~ or seventh ~~(7th)~~ consecutive day following the commencement of their ~~employee's~~ employee's regularly scheduled work week at a rate equal to one and one-half ~~(1½)~~ times their regular rate of pay (including shift differential).

14.12 Average Workday of less than Four (4) Hours. Employees having an average workday of fewer than four (4) hours during the work week shall be compensated for any work required to be performed on the seventh ~~(7th)~~ consecutive day following the commencement of the ~~employee's~~ employee's regularly scheduled work week at a rate equal to one and one-half ~~(1½)~~ times their regular rate of pay (including shift differential).

14.13 Overtime in Multiple Assignments. When an employee works in two ~~(2)~~ or more different classifications during the work week and is entitled to overtime pay, ~~compensation the overtime rate~~ will be computed by District Payroll in accordance with applicable law, at the rate appropriate to the classification of work performed. The appropriate rate shall be determined by the supervisor who assigns the overtime and shall be consistent with the number of hours worked in each classification. In no case shall the compensation be less than the overtime rate for the classification in which the overtime work was performed.

14.14_Overtime Limits

Public Safety Officers may not work more than eight hours of overtime in any 48-hour period.

Emergencies or special circumstances that require hours worked in excess of the limits identified in this Article 14.14, requires the approval of the Vice Chancellor of Human Resources.

[...]

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

Marlene Drinkwine, Vice Chancellor /Date

Dr. Elizabeth Dorn Parker, Board President/Date

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