

**2024 CONTRACT PROPOSALS
FOR
STATIONARY ENGINEERS LOCAL 39
AND THE
COALINGA-HURON LIBRARY DISTRICT**

CHLD proposes all provisions of the existing Collective Bargaining Agreement remain unchanged except as expressly modified by this proposal. CHLD reserves the right to modify, amend, add to or delete any of its proposals or make counter proposals to the Employer during negotiations.

CHLD Counter dtd 07152024 to Union Proposal #11.2

ARTICLE 17: HOURS AND OVERTIME

E. Overtime: ~~Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half (1 ½) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked over eight (8) hours in a workday or over forty (40) hours in any workweek or any time worked on a regularly scheduled day off. in excess of forty (40) hours in any calendar week, not to exceed eight (8) hours in any twenty-four (24) hour period.~~ Overtime shall be compensated in accordance with provisions set forth by this MOU as described herein:

1. Employees shall be assigned a 5/8 schedule consisting of five (5) eight-hour days with two (2) consecutive days off. ~~Determined on a case-by-case basis, and by mutual agreement between the employee and the district, employees may have split days off. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such a~~ An employee shall be compensated for any work required to be performed on either scheduled day off in a workweek. ~~the sixth or seventh day following the commencement of the workweek~~ at a rate equal to one and one-half (1 ½) times the regular rate of pay.

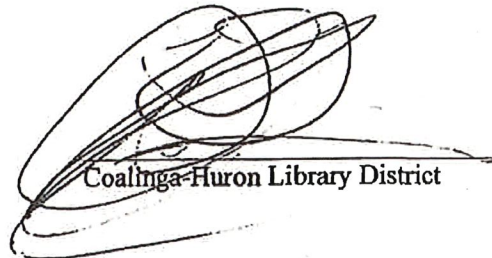
2. If an employee is required to work during the employee's meal period at the direction of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift and one additional hour shall be payable to the employee as a penalty.

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3. The District shall not adjust a regular workweek schedule to avoid the payment of overtime.
4. Overtime shall be credited in one-quarter (15 minute) of an hour increment. The employee must work greater than seven (7) of the fifteen (15) minute time frames (e.g. an employee's normal shift is 8am to 5pm with a one-hour lunch. The employee must work until at least 5:08pm to be credited the 15 minutes overtime.) If the California Supreme Court finds time rounding to be impermissible, and it applies to public sector employees, the rounding practice shall discontinue.
5. Overtime shall be distributed as equally as practical. Qualifying factors such as expertise, employee availability, etc. may influence overtime assignments.
 - i. Overtime assignments shall be offered to the most senior qualified employee. If the most qualified employee declines the assignment, it shall be offered to the next most senior employee and so on, until the assignment is filled. Subsequent overtime assignments shall be offered to the next qualified person on the seniority list.
 - ii. If it is not possible to staff the overtime assignment consistent with subsection 5.i above, qualified employees will be mandated to work overtime and will be assigned on rotation in reverse seniority order.


Stationary Engineers Local 39

7/16/24
Date


Coalinga-Huron Library District

7.16.24
Date