CONTRACT OF AGREEMENT
Between the Ventura Unified School District
and the Ventura Education Support Professionals Association
2022 - 2025
TENTATIVE AGREEMENT

ARTICLE 12
OVERTIME/COMPENSATORY TIME OFF

12.1 Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek.

12.1.1 A unit member who works authorized overtime shall be paid at a rate equal to 1-1/2 times their regular rate of pay for the overtime worked. Shift and special assignment differentials shall be included in determining the unit member's regular rate of pay.

12.1.2 Extra driving time for bus drivers shall be subject to provisions in Article 13.

12.1.3 a) Employees whose average workday is 4 hours or more shall be compensated at a rate not less than 1-1/2 times the employee's regular rate of pay for any work required to be performed on the 6th or 7th day.

b) Employees whose average workday is less than 4 hours per day shall be compensated at a rate not less than 1-1/2 times the employee's regular rate of pay for any work required to be performed on the 7th day.

c) For these employees, the requirement to work 8 hours per day or 40 hours per week does not apply.

(reference: California Education Code, section 45131)

12.2 The District shall have the right to implement a "4-10" or "9-80" workweek. Prior to implementing such a decision, the District shall notify the Association of its intention and upon request, negotiate with the Association regarding such decision.

12.2.1 If a "4-10" plan is implemented, overtime will be paid for:

a) all hours worked in excess of 10 hours per day.

b) all hours worked on the fifth, sixth and seventh days, except that a unit member working an average workday of five hours or less during a workweek shall receive overtime for any work required to be performed on the sixth or seventh day following the commencement of the unit member's workweek.

12.2.2 If a "9-80" plan is implemented (that is a plan in which an employee works a total of 80 hours in a 9 day period by working 8 days at 9 hours per day and 1 day at 8 hours per day over two 5-days-per-week periods) overtime will be paid for:

a) all hours worked in excess of the scheduled 9 hours during the 8 days of the period or of the scheduled 8 hours on the 1 day of the period.

b) all hours worked in excess of 80 hours during the two week period.

12.3 Offering Overtime: Overtime shall be offered to unit members within a department or site who have filed a notice annually (by June 30th of each year for the following fiscal year for 12-month employees; and by August 30th for 11-month employees for the current fiscal year) of availability for overtime in the following order:

12.3.1 to unit members within the classification in which the overtime is needed;

12.3.2 to unit members whose classifications include similar or related duties to those of the classification in which the overtime is needed;

12.3.3 to unit members who are determined by the Supervisor offering the overtime to have the skills required to do the necessary work.

If the overtime work requires the specific skills of a particular classification and no unit member in the classification accepts the overtime, it shall be assigned to the least senior unit member within the classification. If the work does not require the level of skill associated with the specific classification and no one accepts the offered overtime, it shall be assigned to the least senior unit member who has the required skill level to perform the job.

12.4 Overtime Scheduling: Overtime will be offered on a rotating basis to those unit members within a department who have filed a notice of availability for overtime, with the intent being to equalize, as much as possible, the distribution of overtime within the classification.

12.4.1 On July 1 each year the department or site shall post a list of names of unit members. The names shall be listed in descending order by date of seniority. Each unit member shall initial their name to indicate willingness to accept overtime within classification.

The department or site shall offer overtime work to persons on the list who have indicated willingness to do overtime. The department or site will proceed through the list in descending order. Acceptance or refusal of a given job shall be counted as an offer. This list shall contain scheduled hours refused and hours worked. This list shall be posted in an open and common area.

The list shall be updated by the last day of each month to include new hires and transfer employees. The updated list shall show hours worked or refused and shall include the accumulated hours worked or refused for each unit member. Also, the updated copy will be sent to VESPA upon request.

12.4.2 If a unit member refuses an overtime offer, they will be noted on the list as having refused an offer of overtime and the next senior member shall be offered the overtime work. The list shall be kept by the department or site noting overtime to the employee. Only scheduled overtime within the employee's classification shall be considered for the purpose of maintaining this list. Only unit members who have filed a notice of availability shall be placed on this list.

12.4.3 Extra hours required for preparation and/or cleanup for high school stadium events shall be assigned on a rotational basis to unit members of the Grounds Department who have

filed a notice of eligibility. It is understood that this will include the classifications of Grounds Maintenance Worker I, Grounds Maintenance Worker II, Lead Grounds Maintenance Worker, Grounds Equipment Operator and Sprinkler Systems Technician.

12.4.4 **Only bargaining unit members whose most recent performance is rated as satisfactory will be eligible for overtime. Employees whose performance is rated as needs to improve or unsatisfactory, supported by documentation in the employee's permanent file, as evidenced by a disciplinary action, a needs to improve or unsatisfactory job performance notice are not eligible for overtime.**

12.5 Compensatory Time Off (CTO): Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work up to an annual total of 40 regular hours (60 CTO hours at time and one-half); any overtime above the 40 hours (60 hours at time and one-half) may be granted as CTO only with the written approval of the supervisor. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime is worked. Compensatory time off in lieu of cash payment for overtime shall be granted at the rate of time and one-half, while compensatory time off which does not result from overtime shall be paid at the unit member's regular rate. Scheduling of the particular time to be taken off as compensatory time off shall be subject to mutual agreement between the unit member and the supervisor. Supervisors may not unreasonably or arbitrarily prevent a unit member from taking compensatory time. Compensatory time off may be accumulated up to an annual total of 160 regular hours (240 CTO hours at time and one-half) and must be officially recorded in the District's Payroll Office. All CTO hours that have not been used by June 30 of any year shall be paid to the unit member in the form of a cash payment.

Agreed to this 23rd day of October, 2025.

Felix Cortez, VESPA Chief Negotiator

Gina Wolowicz, VUSD Chief Negotiator

Carol Peek, VESPA President

Andrea Crouch, VUSD Co-Negotiator