

CPPW makes the following proposal on Overtime on August 5, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

NOTE: Most of this language is drawn from DCTU contract.

Article ___ Overtime

This provision is intended to apply to those employees who are categorized as FLSA non-exempt, unless otherwise noted.

- 1. Overtime Rate.** Overtime shall be paid at the rate of one and one half (1 1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of their established shift hours, even if some or all of the employee's regular shift was taken as paid leave as described in section 1c.
 - a) Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time, unless specified elsewhere in the Contract.
 - b) Employees may elect pay or compensatory time for time worked under this Article. Any compensatory time will be subject to the provisions of Section 2 of this article.
 - c) For the purpose of this article, paid leave will be counted as time worked, including officially recognized holidays, vacation, deferred holiday, compensatory leave, sick leave or other recognized paid leave.
 - d) Shift premiums will be included in overtime computations as required by Federal Law.

- 2. Overtime Equalization.** Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.
 - a) A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.
 - i. **Remedy.** Employees who believe that they have not received a fair share of available overtime offers have an affirmative duty to address the matter with their immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity

exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.

- b) It is further provided that the City shall schedule known weekend overtime by the end of the third (3rd) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fourth (4th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

3. Overtime. Employees required to work beyond their scheduled shift hours shall receive overtime at a rate of time and a half (1 and ½) or at the double time rate as described in this section.

- a) Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Any hours over sixteen (16) will be paid at the double time rate.
- b) If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.
- c) Employees who are required to work more than two (2) hours before or beyond their regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event employees work for more than four (4) hours beyond such two (2) hour overtime period, they shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.
- d) There shall be no pyramiding of overtime rates.

4. Compensatory Time. Employees shall have the option of compensatory time computed at the applicable overtime rate for the overtime hours worked, in lieu of overtime pay.

- a) Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.

- b) In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee.
- c) Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

5. Essential Employees. Any employee who is designated by management as an Essential Employee and is required to report to work when the Mayor or their designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one deferred holiday for every shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee reported to work.

- a) Employees whose deferred holiday bank is full will be given the equivalent time in pay. Employees who earn a deferred holiday within 30 days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.