

CPPW makes the following proposal on SHIFTS 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 the DCTU contract.

ARTICLE ___ SHIFTS

1) Shifts shall be defined by the following starting times:

Day: Starting no earlier than 5:00 AM and no later than 11:59 AM

Second/Swing: Starting no earlier than 12:00 PM and no later than 6:59 PM

Third/Night: Starting no earlier than 7:00 PM and no later than 4:59 PM

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

2) **Day Shift.** Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article # [HOURS OF WORK]) with notice to the Union. Changes may be made outside the above-listed hours upon mutual agreement between the City and the Unions.

3) Employees scheduled on a second, third or relief shifts shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A for all hours worked on the second, third or relief shift, effective July 1, 2023:

Swing: \$1.92

Graveyard/Night: \$2.56

Relief: \$2.56

The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.

a. Shift differential shall be adjusted to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for West-Size A (as measured by the annual change in the index between the 2nd half of the two (2) years previous and the 2nd half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.

4) Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those employees covered under sub section 6 of this Article. Each employee

shall be assigned to a regularly scheduled workweek and shift unless changes are made by mutual agreement between the City and the affected Union.

- 5) **Relief Shifts.** Relief shifts shall be defined as:
 - a. Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
 - b. Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 1 above.
 - c. The provisions of Article [SHIFTS, SECTION 5] do not apply to employees who are part-time.
- 6) The shift premiums provided for in [SHIFTS, SECTION 3] above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of [SHIFTS, SECTION 3] shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.
- 7) **Lunch Periods.** Lunch Periods for FLSA non-exempt employees may be scheduled by the City, provided however that all FLSA non-exempt employees either thirty (30) minutes, forty-five (45), or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions.
 - a. No employee shall be required to begin their lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1 1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat their lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union.
 - b. Notwithstanding the above, when different lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.
 - c. Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.
- 8) Employees on swing or graveyard shift who are required to attend mandatory in-service training may by mutual agreement with management adjust their starting and quitting time or take paid or unpaid leave for the first few hours of the shift in order to have at least ten (10) hours between shifts. (For example,

an employee who works graveyard will attend mandatory in-service training instead during day shift. The employee may, with management approval, adjust their next shift or take paid or unpaid leave to enable them to have a 10-hour relief period.)

- a. Nothing in this Article is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.

9) Alternative schedules and flexible scheduling.

Nothing in this agreement is intended to eliminate or prevent an agreement reached between an employee and their supervisor for a different start or stop time, or a flexible or alternative schedule on either an ad hoc or ongoing basis.