

Sept. 13, 2016

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Sponsor: Gossett

Proposed No.: 2016-0408

1 **AMENDMENT TO PROPOSED ORDINANCE 2016-0408, VERSION 1**

2 On Attachment A, delete the page numbered “Page 24” and insert in its place the
3 document labeled “Replacement for Page 24, dated September 8, 2016”, which is
4 attached to this amendment.

5 ***EFFECT: To correct a technical error in the preparation of Attachment A, the***
6 ***amendment inserts, on line 13 of page 24, after “all hours paid”, the following: “(with***
7 ***the exception of sick leave hours which shall not be counted toward overtime***
8 ***eligibility)”. Attachment A is otherwise unchanged by the amendment.***

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1 such assignment will be posted in a public place. All interested bargaining unit members shall be
2 given the opportunity to apply for the special assignment regardless of work location, shift, or job
3 assignment. In selecting unit members for such assignments, management will consider, among
4 other factors, including each member's qualifications, the desirability for all members to have an
5 opportunity to work special assignments.

6 **ARTICLE 14: OVERTIME AND CALLBACK**

9-8-16
Mary F. Jones

7 **Section 1. Overtime.**

8 **a. Overtime Definition.** Overtime is that work outside an employee's normal work
9 shift which is directed by management. The parties acknowledge that it is the Department's policy to
10 minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a
11 guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

12 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2)) the employee's
13 regular rate for all hours paid (with the exception of sick leave hours which shall not be counted
14 toward overtime eligibility) in excess of forty (40) hours in the work week. When a bargaining unit
15 member works overtime, compensation for such shall be at one and one-half (1-1/2) times the
16 employee's regular hourly rate as defined by the Fair Labor Standards Act. No overtime shall be
17 worked, unless the employee has received prior approval from his/her supervisor to work the
18 necessary overtime hours.

19 **c.** If an emergency necessitates a bargaining unit member to receive telephone calls at
20 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect
21 to time and issue) and the employee receiving such calls shall be paid either straight time or overtime,
22 as applicable.

23 **d.** Overtime and extra hour scheduling will be a proper topic for discussion at a Unit
24 or Department Labor-Management meeting and procedures adopted shall be posted in each work area
25 where they are applicable. Such scheduling shall be done in accordance with the provisions of
26 Addendum A to this Agreement.

27 **e.** Overtime will be on a voluntary basis except in the case of an emergency when
28 mandatory overtime may be required by the department.

Section 2. Callback. All bargaining unit members who are called back to work after