



Bargaining Team

CBA Articles Change Digital Form

Team # 3

Members:

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Date: 5/26/16

Article Number to Be Changed: 8

Affects other Articles#/Sect. #

Section Number to Be Changed: 1, 4 & 7

Change to the Following Verbiage:

ARTICLE 8 – OVERTIME

Section 1. As used in this Agreement, for full time employees overtime shall mean that time an employee is authorized and directed to work: a) in excess of their regularly scheduled hours for the day; or b) in excess of a mutually agreed upon daily flexible schedule; or c) on any regularly scheduled day off; or d) in addition to a scheduled forty (40) hour shift week. For the purpose of determining overtime due for hours worked in excess of the regularly scheduled hours for the day, sick leave shall not be considered hours of work. Overtime for part time employees shall be that time the employee is authorized and directed to work in excess of forty (40) hours in a work week.

Employees appointed to the following positions are not subject to the overtime provisions of this Article:

Application Analyst

Business Analyst

Senior Network Administrator

Network Administrator

GIS Analyst

Performance Analyst

Senior Business Analyst

Section 2. Overtime shall be computed to the nearest quarter hour.

Section 3. Overtime, whether taken as pay or time off, shall be compensated at the rate of time and one-half (1-1/2) the regular pay.

Section 4. Compensatory time may be accrued by agreement between the City and the employee. Such time off shall be granted at the rate of time and one half (1-1/2). Employees shall accurately record on their time sheet the agreed upon designation. The maximum compensatory time that an employee can accumulate is 80 hours. The City shall contribute the cash equivalent of all additional compensatory time hours in excess of the 80-hour maximum into the employee's VEBA account on a monthly basis. Employees may request pay out of compensatory time. ~~Granting of compensatory time payout is at the discretion of the City.~~

Section 5. Overtime shall normally be voluntary unless an insufficient number of qualified employees volunteer, whereupon, overtime work will be assigned. Consideration will be given to employees with prior commitments that would conflict with the overtime period.

Section 6. An employee who is not assigned to standby time/on call under Section 7 and who is called back to work outside the assigned work shift shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for a minimum of two (2) hours. If the call out occurs one (1) hour or less before or after the start of the work shift the overtime worked shall be considered an extension of the work shift and be compensated as such.

Section 7. The City will, in its sole discretion, determine which employees are eligible to be assigned standby based on the employees' ability to reliably respond to the operational requirements of the City.

Standby time/on call is defined as any time an employee is required to stand by to respond if contacted by telephone or pager for duty while off duty. If called out for duty, the employee shall respond within the time limit established by the department. The employee shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay for two hours for each 24-hour period of standby time plus time and one-half (1-1/2) for the actual hours worked. Multiple occurrences of "actual hours worked" that fall within the same 15 minute time period shall be considered a single 15 minute increment.

Compensation for standby time/on call on a holiday shall be time and one-half (1-1/2) the employee's regular rate of pay for four (4) hours plus time and one-half (1-1/2) for the actual hours worked. If the employee does not respond (answer phone, pager or arrange for alternate responder) to a standby notification or does not respond within the time limit established by the department the standby employee forfeits the two hours of standby pay typically allotted for that 24-hour period. ~~In addition, the employee disciplinary process may be initiated.~~

Standby/on call duty is a requirement for designated COBEA represented positions. Each division may require standby/ on call duty and shall maintain a list of qualified personnel.

Reasoning:

1, add Performance Analyst

4, Strike all of last sentence, Reason; Payout should be at sole discretion of employee.

7, strike 3rd paragraph last sentence. Reason; Employee is disciplined by losing 2 hours pay.

Notes: