

## **ARTICLE 15**

### **OVERTIME**

#### **A. Definitions.**

1. **Exempt Employee.** An exempt employee is one who is not eligible for overtime. Exempt employees are in classifications in Appendix B shown as Code 3.
2. **Eligible Employee.** An eligible employee is one who is eligible for overtime compensation in accordance with Section B of this Article. Eligible employees are in classifications in Appendix A and B shown as Code 1 or Code 2.
3. **Overtime.** Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B. of this Article.
4. **Work Time.** Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day, excluding sick leave.
5. **Work Week.** The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.
6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, on-call pay and longevity pay.
7. **Overtime Rate.** The overtime rate shall be one and one-half ( $\frac{1}{2}$ ) times the regular rate.
8. **Compensatory Time.** Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

#### **B. Eligibility for Overtime Credit.**

The Employer agrees to compensate eligible employees in cash payment at the overtime rate under the following conditions:

1. An employee in a classification indicated as Code 1 in Appendices A or B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8). This Paragraph shall not prohibit the application of Paragraph 6 of this Section.

2. An employee in a classification indicated as Code 2 in Appendix B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work in a work week.
3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A or B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.
4. The issue of compensating an employee in a classification indicated as Code 1 or Code 2 in Appendices A or B employed at an Agency/Facility in the Department of Community Health or Military and Veterans Affairs at the overtime rate for all authorized work time in excess of eight (8) hours of work time in a day or eighty (80) hours of work time in a biweekly work period, shall be a proper subject for secondary negotiations only upon mutual agreement.
5. Employees designated as law enforcement officers in Appendix B shall be compensated at the overtime rate for all authorized hours of work time in excess of eighty (80) in a biweekly work period.
6. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such adjustment shall be made as long as the employee has not worked in excess of forty (40) hours in the work week. For employees covered by Paragraph 4 or 5 of this Section such work schedule adjustments may be made within the biweekly work period.
7. An eligible employee may receive compensatory time off in accordance with the provisions negotiated in secondaries in Article 15 Section E at time and one-half (1 ½) for overtime hours worked within the pay period in lieu of cash payment for such hours worked.
8. An exempt employee in a classification indicated as Code 3 in Appendix B is not eligible for overtime compensation, however, such employee shall, with supervisory approval, be entitled to absences from work without charge to leave credits, in accordance with current departmental practice. The Departmental Employer shall certify the employee has completed the reasonable equivalent of a full eighty (80) hour pay period.

**C. Overtime Compensation.**

The Employer shall make good faith effort to insure, where possible, that payment for overtime worked is made the pay day of the first pay period following the biweekly work period in which the overtime is worked.

#### **D. Pyramiding.**

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week are exceeded.

#### **E. Scheduling of Compensatory Time.**

Current systems of accumulating and scheduling compensatory time shall continue if consistent with this Article. The issues of accumulation and scheduling of compensatory time for any classification covered by this Agreement will be subject to secondary negotiations.

When compensatory time credits have been earned by an employee for overtime work or work performed on a holiday, such time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave. However, if the Employer does not permit the employee to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year, except as may be determined in secondary negotiations.

Such compensatory time shall be taken before annual leave except when annual leave is used to substitute for unpaid FMLA Leave, where an employee at the allowable annual leave cap would thereby lose annual leave or where such annual leave will be used for Union business and the Union will buy back the time in accordance with Article 7, Section A.

Such unused compensatory time credits of an employee who resigns, retires, is dismissed, or transfers to a different Appointing Authority shall be paid at the employee's current regular hourly rate. Such unused compensatory time credits of an employee who is laid off shall be paid in the manner of annual leave prior to such layoff.

#### **F. Overtime Procedure.**

Current systems of scheduling both voluntary and mandatory overtime shall continue if consistent with this Article. The issues of scheduling voluntary and mandatory overtime for any classification covered by this Agreement will be subject to secondary negotiations at the request of either party.

The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirements of State employment and the public interest.

Giving consideration to work assignments and organizational units in the Department, the Employer agrees to distribute overtime work as equally as practicable to employees who normally perform the assigned duties. Work locations or equalization units, use of volunteers, maintenance of overtime rosters, scheduling days off, and recognition of seniority in making overtime assignments are issues which may be addressed in secondary negotiations if not covered by this Agreement.