



Appendix D: Letter of Understanding – Article 19 (#10)

To further clarify Article 19, Section 3-c in the matter of scheduled overtime distribution among employees at a work unit at the same classification on an equal basis, the following issues are being resolved by the adoption of these outlined procedures.

This Letter of Understanding replaces Letter of Understanding #10. However, Article 19, Section 3 of the original Collective Bargaining Agreement between the parties remains in full force and effect except as modified by this letter.

1. *Scheduled Overtime.* Scheduled overtime as used in Article 19, Section 3c is defined as overtime (either cash payment or compensatory time) which results from work which is of the type typically performed by any bargaining unit member within a classification and which is known and posted on the schedule at least 72 hours prior to the beginning of a pay period.
2. *Offering Overtime.* When work which will result in scheduled overtime (as defined above) is assigned, the employer will offer the option to work the overtime assignment to the employee or employees who have the least number of hours on the list, in ascending order, until the overtime assignment is covered, provided that the employee or employees on the list are reasonably available for scheduling and work.
3. *Reasonable Availability.* An employee shall be considered reasonably available for purposes of equalization of overtime unless he or she is in one or more of the following circumstances:
 - a. Already scheduled to work regular hours during the overtime assignment period (employee may be available for those portions on an overtime assignment not in conflict with regular hours).
 - b. If the overtime assignment would cause the employee to work more than 16 hours in any 24-hour period.
 - c. If an employee is on a scheduled vacation period (including pass days and any holidays occurring during this vacation period).
 - d. If the employee is on sick leave or physically unable to perform the work required during the overtime period.
 - e. If the employee is on temporary assignment as provided in paragraph 9.



- f. If the employee is on Departmental ordered suspension.
 - g. If the employee is on Departmental approved administrative leave.
 - h. If the employee is on lay-off status.
4. *Ordering Overtime.* Should the supervisor exhaust the entire equalization overtime roster in an attempt to assign and cover scheduled overtime, and is unable to gain an acceptance, then the least senior employee within the appropriate classification shall be directed to work the assignment, subject to reasonable availability. Under no circumstances will an employee be credited with both overtime refused and overtime worked for the same hours.
 5. *Association Access to Equalization Roster.* Upon reasonable request, any authorized Association Representative shall be granted access to the overtime equalization roster.
 6. *Working Out of Classification.* Except as provided herein, any bargaining unit member working out of classification shall be equalized with other bargaining unit members in the employee's permanent classification. However, an employee who has established eligibility for a higher rate of pay for working out of classification as provided in Article 23, Part B, and who is returned to the lower paid classification solely for the purpose of overtime equalization, shall not lose his/her eligibility for the higher rate of pay for the remainder of the time worked out of classification.
 7. *Overtime Posted Less Than 72 Hours Prior to the Beginning of a Pay Period.* Although this agreement does not require the employer to utilize the overtime equalization roster when available overtime is not posted at least 72 hours prior to the beginning of a pay period, the employer will endeavor to do so whenever practicable. For overtime posted less than 72 hours before the beginning of the pay period, an employee who declines to work this overtime shall not be credited with hours refused for purposes of overtime equalization. However, an employee who works this overtime shall be credited with the hours worked.
 8. *Minimum Hours.* For purposes of equalization of overtime, only time in the amount of one hour or more shall be credited in the time-keeping procedure.
 9. *Temporary Assignments.* Employees temporarily assigned to a work unit other than his or her official work unit in excess of two full pay periods will equalize scheduled overtime at the temporary assignment only. Upon being assigned back to the employee's official work unit, the employee will be given a placement on the overtime equalization roster that represents the average of the work unit.

Persons on temporary assignment for two full pay periods or less shall not be equalized while on temporary assignment but shall remain at their previous status on the overtime equalization roster when they return.



10. *Transfers.* Upon receiving an official departmental transfer from one work unit to another, an employee will be given placement on the overtime equalization roster, at the new location, which represents the average of the work unit. For purposes of overtime equalization, a reassignment or change in classification will be handled the same as a transfer.
11. *Shift Change or Double-back Hours.* Work hours that are paid at the overtime rate solely because they meet the contractual definition of double-back (Article 19, Section 2) shall not be counted on the equalization roster.
12. Overtime or compensatory time resulting from shift changes or double-back shall continue to be subject to the appropriate controlling provisions of the Collective Bargaining Agreement between the parties and is not affected by this Letter of Understanding.
13. *Leaves of Absence.* Employees on authorized leaves of absence (as defined by contract), light duty status, layoff or extended sick leave in excess of two full pay periods, shall not be equalized while on leave or in this status and shall be added to the overtime equalization roster on their return at the average of the work unit. Persons on leaves of absence, light duty status, layoffs or extended sick leave for two full pay periods or less shall not be equalized while on leave, light duty status, layoff or extended sick leave but shall remain at their previous status on the overtime equalization roster when they return.
14. *Special Assignments.* Work which is generated as a result of an individual employee's regular assignment (e.g., court appearance, shift extension, etc.) or as a result of unique qualifications and/or special training (canine handler, skin diver, foreign language skills, etc.) shall not be counted for purposes of overtime equalization.
15. Work which must be assigned to a particular individual outside the individual's regular assignment for legitimate operational reasons (e.g., need for particular gender, ethnic background, etc.) need not be distributed as scheduled overtime, however, these hours will be counted for purposes of compiling an overtime equalization list regardless of when the assignment was made.
16. *Calling-in Sick.* An employee who calls in sick when scheduled to work overtime, including a holiday, shall have the hours counted on the overtime equalization roster as if he/she had worked the overtime.
17. *Roster Adjustment.* Overtime shall be equalized on a continuous basis. However, when discrepancies exist, the overtime equalization roster for Troopers and Sergeants shall continue to be adjusted annually on October 1 in the following manner:
 - a. Determine the number of accumulated overtime hours of the person with the fewest hours on the overtime equalization roster.



- b. Subtract the number of hours determined in number one above from the accumulated overtime hours of each person on the roster.
- c. After the subtraction has been completed, utilize the revised roster as the basis for equalizing overtime for the next 12-month period.

EXAMPLE:

	9/30 Roster	Minus Fewest Hrs.	10/1 Roster
John Jones	21.0 hrs.	-16	5 hrs.
Barbara Brown	19.5 hrs.	-16	3.5 hrs.
James Washington	16.0 hrs.	-16	0 hrs.

