

Article 17 OVERTIME

Section A. Definitions.

1. Overtime. Overtime is authorized time that an eligible employee works in excess of eight hours in a workday (up to twelve hours for employees working alternate work schedules as defined in Article 16, Section L.) or 80 hours of work time, as defined in A.3. below, in a biweekly work period. For purposes of this Section, hours worked on the first shift immediately following a regularly scheduled third shift shall be considered to be in the same work day for third shift employees.
2. Biweekly Work Period. The biweekly work period is as defined in Article 16, Section A., Hours of Work and Scheduling.
3. Work Time. All of the following shall be included in work time.
 - a. All hours actually spent performing duties on the assigned job. (See also Article 34.)
 - b. Paid Leave Status – Sick leave and annual leave shall not be considered work time for purposes of this Article. All other hours in paid leave status shall be included in work time when taken and paid in accordance with this Agreement, including administrative leave and annual leave “buy back”, not to exceed eight hours per day (up to twelve hours for employees working alternate work schedules).
 - c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.
 - d. Rest Periods - Taken in accordance with Section J. of Article 16, Hours of Work and Scheduling.
 - e. Meal Periods - Where the employee is required to remain at his/her post, station or duties, as provided in Section I. of Article 16, Hours of Work and Scheduling.
 - f. Call-in Time - Time paid in accordance with Section E. of this Article.
 - g. Grievance Administration - Time spent in processing or representing grievances but only to the extent authorized in Section G. of Article 9, Grievance Procedure.

- h. Travel time required by and at the direction of the Employer including travel between job sites before, during or after the regular workday.

Section B. Eligibility for Overtime Credit.

Subject to the provisions of Section C. below, the Employer agrees to compensate employees at the premium rate of time and one-half (1½) times their "regular rate of pay" in payment, or in compensatory time, for all hours of work time worked in excess of eight hours in a work day or 80 hours per biweekly work period. Employees working alternate work schedules will be paid for daily overtime in accordance with Section L. of Article 16, Hours of Work and Scheduling. The term "regular rate of pay" shall have that meaning established by the Federal Fair Labor Standards Act. Further:

The Employer agrees to compensate employees at the premium rate of time and one-half (1½) in payment, or in compensatory time, in accordance with this Agreement regardless of whether such overtime is worked in a work period containing a contractual holiday. In the event compensatory time is earned, shift differential (if applicable) shall be paid in accordance with Article 31.

Section C. Overtime Compensation.

1. Compensatory Time - The amount of compensatory time credit earned shall equal one and one-half (1½) times the amount of actual overtime hours worked, pursuant to the eligibility standards of Section B. of this Article.

An employee may, with prior notice to the Appointing Authority, and except as provided for in Article 34 choose either to receive payment or compensatory time, for all overtime hours actually worked, subject to a maximum accumulation of 100 hours of compensatory time. Overtime credit earned on a particular day may not be split between pay and compensatory time, except once each year to allow the employee to reach the annual 150 hour accrual cap.

Subject to the 100-hour cap each fiscal year, an employee may accrue the first 150 hours of compensatory time at his/her sole discretion. Thereafter, during the remainder of the fiscal year any such accrual beyond the initial 150 hours shall only be by mutual agreement between the employee and the Employer. Compensatory time hours accumulated and not used in a fiscal year shall be carried forward into the following fiscal year.

The compensatory hours accrued by employees shall not be used in the calculation of the annual leave formula.

An employee who wishes to use such compensatory time may do so with the prior approval of the designated supervisor, who shall establish no criteria for such approval other than would be used to respond to an annual leave request.

Compensatory time credits shall normally be used before the employee may utilize annual leave. An exception would be made (1) where an employee at the annual leave accrual maximum would thereby be caused to forfeit annual leave accrual; or (2) if the employee has an accumulated annual leave balance of at least 200 hours and wishes to use a block of time of eight or more hours of annual leave; or (3) the employee is using annual leave credits which he/she has notified the Employer will be "bought back", and the Union has confirmed it, but only in accordance with Article 7 of this Agreement.

An employee who has accumulated 100 hours of compensatory time shall only be entitled to payment for any additional overtime worked. Upon separation for any reason which would require payment of annual leave balances, the employee shall be paid for all unused compensatory time at base pay rates then in effect.

Unused (and unpaid) compensatory time credits of an employee who is separated from state employment, or who transfers to a different appointing authority, shall be paid at the time of such separation or transfer. The rate of payment shall be either the employee's base rate, or the average base rate received by the employee during the last three years of employment, whichever is greater. Unused compensatory time credits of an employee who is laid off shall be paid in the same manner as annual leave.

At the employee's option, the employee may apply to receive payment for unused compensatory time credits. The employee shall provide the agency with written notice of the number of hours for which he/she wishes payment during the first full pay period in September. The maximum number of hours for which the employee may seek payment shall be the lesser of 80 hours, the number of compensatory time hours credited to the employee on the date of notice, or the number of compensatory time hours credited to the employee at the time that payment is made.

Payment shall be made not later than the end of the first full pay period in the following December. The rate of payment shall be either the employee's base rate of pay at the time of payment, or the average base rate received by the employee during the last three years of employment, whichever is greater. In the event there are not sufficient funds allotted to pay off all the compensatory hours timely applied for, the available funds shall be allocated among requests on the basis of the applicants' seniority.

An employee who applies for payment for unused compensatory time credits shall not be eligible to receive overtime pay in the form of compensatory time credits during the fiscal year which begins following the month in which application is made.

Payment for unused compensatory time credits shall not be treated as hours worked or hours in pay status for purposes of overtime calculation or any benefit accrual.

Compensatory hours for which the employee has requested payoff pursuant to the paragraphs above shall not be included in the annual leave formula.

To implement this Subsection, the Department of Corrections and the Department of Community Health will each establish a Department-wide account for FY 08-09, 09-10, 10-11. The amount for each of the fiscal years shall not exceed \$100,000 in the Department of Corrections and \$5,000 in the Department of Community Health. These appropriations shall be available exclusively for the purpose of funding payments and related FICA and Retirement contributions to Security Unit employees for unused compensatory time credits in accordance with this Subsection.

It is the intent of the parties that unspent and unencumbered balances at the end of a fiscal year shall be carried forward only for such use in the subsequent fiscal year, if authorized by the Legislature.

2. Payment.

- a. Regular Rate - The employee's rate per hour, including any applicable shift premium.
- b. Premium Rate is one and one-half (1½) times the employee's regular rate.
- c. The Employer shall make a good faith effort, where possible and in accordance with current practice, to pay for overtime worked on the payday of the first pay period following the biweekly work period in which the overtime was worked.

Section D. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a contractual holiday, overtime compensation for the first eight hours (ten hours for employees working alternate work

schedules) worked on the holiday is due and payable only after 80 hours work time in a biweekly work period are exceeded.

Section E. Call-In.

Call-In is defined as the act of contacting an employee in accordance with Section F. of this Article at a time other than the regularly scheduled shift and requesting/directing that the employee report for work, ready and able to perform assigned duties. Employees who are called in and whose call in time is immediately adjacent and prior to their scheduled shift starting time will be paid only for those hours worked. Employees who are called in and whose call in hours are not immediately adjacent and prior to their scheduled shift starting time will be paid a minimum of two hours compensation at the premium rate.

With the exception of mobilization exercises, when the Employer calls an employee in for in-service training, the Employer will make a good faith effort to not call an employee in on such employee's scheduled regular day off.

Section F. Overtime Distribution Procedure.

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 requirement of State employment and the public interest.

1. Department of Corrections. In the Department of Corrections, the parties agree to implement the Department of Corrections Pilot Overtime Distribution Procedure in Letter of Understanding #16 and suspend the language in this Section. In the event the parties mutually agree to discontinue the pilot, the following overtime distribution procedures shall apply.
 - a. Voluntary Shift Overtime Equalization List: During any calendar quarter an available employee may place his/her name on the Voluntary Shift Overtime Equalization List ("OEL") for the following quarter. A separate OEL shall be maintained for each shift's "A" list by RDO group, and "B" list by shift. The employee may place his/her name on the list for each and every shift. The day activity shift shall have a separate OEL only at those work locations where current practice distinguishes such day activity shift from the morning shift. Current practice regarding a separate day activity shift OEL may be discontinued in local Labor-Management meetings. At agencies where the current practice is to maintain a separate OEL confined to only certain categories of assignments (e.g., transportation squads; custody vs. housing), such practice may continue unless

discontinued through secondary agreement provisions. Each Camp and Corrections Center may maintain one combined list for all shifts.

An employee may inactivate his/her name from the OEL during the calendar quarter; however, the employee shall remain inactive for the remainder of the calendar quarter in which such inactivation occurs.

An available employee who has not inactivated his/her name during the calendar quarter may place his/her name on the OEL during the calendar quarter to which the list is applicable. In such event, the employee will be credited with the number of overtime hours equal to the employee already on the list, at the time of such mid-quarter addition, with the most hours credited.

The OEL for each shift shall be composed of two parts (e.g., first shift, Part A; first shift, Part B). Part A shall consist of the names of employees on that shift by RDO group who have placed their names on the list, in seniority order. Part B shall consist of the names of employees from other shifts who have placed their names on the list, in seniority order. Each employee's name will also have the employee's current RDOs indicated (and updated).

Except as noted below, whenever overtime on the shift must be worked, it shall be offered to the employee with the lowest number of overtime hours recorded on Part A of the OEL for that shift. The overtime shall be successively offered to employees in Part A of the list in ascending order of overtime hours recorded on the list. If enough employees on Part A of the OEL for that shift do not accept the offered overtime, the overtime shall then be offered to the employee(s) on Part B of the OEL for that shift, in identical ascending order.

All employees offered overtime shall be charged the full amount of the hours originally offered to the first employee on the appropriate OEL. This includes the employee who agrees to work the offered overtime.

(1) Assignments Necessitating Required Qualification or Specific Gender.

Under normal circumstances, the Employer shall make an affirmative effort to alter the daily assignments of on-duty staff to prevent employees from being passed over on the OEL.

- b. Temporary Unavailability: An employee who would otherwise be entitled to work the required overtime due to operation of the OEL, but whom the Employer has attempted and been unable to contact (including contact

with a telephone answering device), shall be considered as temporarily unavailable and having been offered, but declined the overtime hours for equalization purposes. However this shall not constitute a refusal for purposes of removal from the OEL. Contact with a telephone device will be presumed if the employer leaves a message on the device, but there is no requirement to leave a message if the device does not have a feature that permits the calling party to cancel a greetings message by pressing a key and begin recording immediately.

An employee is considered unavailable and may not be charged with hours on the A List OEL in those cases when the employee is scheduled to work on the shift in question.

An employee working an overlapping shift, as defined in Article 16, Section D.1. through 3, shall be considered ineligible for overtime, if not available for the entire offered overtime, and shall be charged with those hours on the appropriate shift B List.

If an employee refuses to work voluntary overtime in excess of 16 consecutive hours of work, or the Employer refuses to allow an employee to work in excess of 16 consecutive hours, the employee shall not be charged with those excess hours on the OEL.

An employee on approved paid leave, or suspension (excluding any intervening RDOs), will have his/her recorded overtime hours adjusted by being treated during the paid leave as having been offered the overtime in accordance with normal operation of the OEL but having declined such offered overtime.

However, an employee on approved paid annual leave for periods of less than four consecutive scheduled work days shall be allowed to work overtime for a shift that is outside his/her normal work schedule (normally referred to as B-List overtime).

An employee who does not possess the special qualifications and ability required (if any) to perform the particular overtime work or who does not meet any legally required or implied gender requirement may be treated as temporarily unavailable.

Problems concerning repeated refusals to work overtime may be addressed at department level labor/management meetings.

An employee who has accepted an offer of overtime and then wishes to cancel must notify the Employer as soon as reasonably possible, but at least one-half hour prior to the scheduled starting time of the overtime. An employee who fails to timely cancel shall be treated as unavailable for voluntary overtime from the OEL during the balance of the quarter in which such incident occurs.

An employee who has actually worked 120 or more hours since the beginning of a pay period shall be treated the same as an employee on approved paid leave for purposes of scheduling overtime during the balance of such pay period.

The Employer shall refuse to allow an employee to work three shifts in a 24 consecutive hour period except in emergency situations as defined in Section H. of this Article and in Article 33. The employee shall not be charged with the hours.

- c. Holdovers From Previous Shifts: When the overtime to be worked is expected to be two hours or less, the supervisor will hold employees over from the previous shift, using the following procedure:
 - (1) During or at the beginning of the shift, the supervisor will poll the employees present on the shift for volunteers, and assign (and record) the overtime to the volunteer(s) with the least number of hours on the OEL.
 - (2) If it appears the number of volunteers will not be sufficient to cover the anticipated number of holdovers, the supervisor will notify the employees on the shift who are on the bottom half of the shift seniority list that they may be held over. The number of low seniority employees who shall be so notified shall equal, at a minimum, the difference between the number of volunteers and the number of holdovers anticipated. If the number of employees in the above-described holdover pool is insufficient to cover the number of holdovers required, then the employee working the assignment on the shift may be held over, on an overtime basis, until relief is provided.
 - (3) Holdovers are to be considered an instance of mandatory overtime if the employee is not working voluntary overtime and if the employee who is scheduled to relieve him/her is not at the facility at the time that the employee's work time exceeds his/her normal work schedule.

- d. Call-in Procedure: When the overtime is anticipated to be over two hours, supervisors will call employees in according to the provisions for using the OEL. If it becomes necessary to hold an employee over from the previous shift, while employees from the OEL are being contacted, the procedure established in Subsection c. above will be observed.
- c. Administration of Equalization Lists: OEL lists shall be considered equalized if all employees on the list are within a range of 17 overtime hours. Employees will be offered overtime on the basis of lowest number of recorded hours worked and/or declined.
- Employees with the lowest number of credited hours shall be called first.
 - In cases where more than one RDO group is scheduled off at the same time for “A” list employees, overtime will be offered to those employees with the lowest number of hours credited from all the RDO groups scheduled off.
 - Initial contact for the same day/same shift will constitute an offer of overtime for any and all overtime for that shift. Any refusals will be charged once on the OEL.

The Employer shall maintain current “B” list(s) of employees by shift indicating the number of overtime hours worked and declined, which shall be made available to the Union upon request.

It is understood that the Employer will make a reasonable effort to maintain an equal number of eligible employees in each RDO group. Issues relating to the balancing of RDO groups (e.g., position vacancies, length of time before groups are adjusted, involuntary schedule changes, etc.) shall be subject to local Labor-Management meetings. If agreement cannot be reached, such issue(s) shall be subject to departmental Labor-Management meetings.

To facilitate entries and calculations, the cumulative number of hours recorded for each employee on the OEL shall be adjusted four times each year, as follows:

- All groups shall be adjusted at the same time.

- The lowest credited overtime hour total from each RDO group on a shift shall be subtracted from each employee's credited hours in that RDO group. This adjustment shall not impact the 17 hour payment provision.
- The adjustments shall be made on the first day in the first full pay period of January, April, July, and October unless altered through secondary agreement.
- Immediately following each October yearly adjustment, the OEL shall be zeroed out.

In the event an employee is added to an RDO group or transfers to another RDO group, the employee shall be placed on the new RDO group OEL with the same number of hours as the employee in that group with the highest number of hours.

Errors in administering the OEL (i.e., clerical or simple oversight) shall be corrected by restoring the employee to his/her rightful place on the list and offering or bypassing the employee's name, as appropriate.

To remedy misuse of the OEL and/or this procedure, an employee whose credited overtime hours are outside the 17-hour equalization range shall be paid four hours at straight-time pay rates (not compensatory time) for every eight hours that the employee is outside the range, including any proportional amount. This determination shall be made on the date the hours are adjusted quarterly.

- f. Involuntary (Mandatory) Overtime: If enough employees on the applicable OEL do not accept and work the offered overtime, and the Employer must direct involuntary overtime, the Employer shall direct the least senior qualified employee(s) to work the overtime on a mandatory basis. Involuntary (mandatory) overtime shall be assigned by inverse order of the bottom half of the seniority list, for the shift, on a rotational basis. If the Employer is unable to contact sufficient employees to meet staffing needs using the above method, they may assign mandatory overtime by inverse order of the bottom half of the shift seniority list for the departing shift on a rotational basis.

However, an employee shall not be required to work overtime on a mandatory basis within the 32-hour period following the beginning of the last overtime shift of more than four hours the employee worked.

At a work location with 100 or fewer Bargaining Unit employees, the mandatory overtime list (seniority list) may consist of all Bargaining Unit employees in active payroll status at the work location, regardless of shift. Current practice at such work locations concerning merging or separating shift seniority lists for purposes of the mandatory overtime list will be maintained unless provided differently in a Secondary Agreement.

- (1) Involuntary Overtime for Assignments Necessitating Required Qualifications or Specific Gender. The Employer shall make an affirmative effort to alter the assignments of on-duty staff to facilitate fair and equitable distribution of involuntary overtime.
- (2) Leave Exception. An employee will be exempt from mandatory overtime on the last scheduled shift prior to the employee's previously approved leave time.

g. Notes.

- (1) It is the intent that supervisors seek volunteers for overtime right up until the beginning of the shift. The 17 hour range in equalization will allow supervisors maximum latitude when seeking volunteers.
- (2) The combination of the housing and custody complements for overtime equalization in no way diminishes the Department's commitment to the treatment team concept.
- (3) Equalization lists will be made available to the employees and the Union for inspection.
- (4) Funeral and compassionate visit detail will be voluntary and will be excluded from the overtime equalization procedure.
- (5) Supervisors are encouraged to take car pools and other personal commitments into consideration when holding employees over. Supervisors shall attempt not to schedule an employee for mandatory overtime for a full shift immediately preceding a mandatory in-service training shift for which the employee is already scheduled.
- (6) In-service training may be scheduled on an overtime basis where necessary to maintain a training schedule, and shall be exempted from the overtime equalization procedure and the 32-hour buffer period. An employee shall not be considered available for mandatory overtime on the day(s) the employee is in training.

- (7) The Employer or the Union may propose to place one or more shifts at a work location on pre-scheduled 6-day shift, provided such 6-day scheduling is necessary for the safety and security of the institution.
- (8) The question of whether and, if so, the circumstances under which, the Employer may use volunteers from another work location (who are familiar with the work location where the overtime is to be worked), prior to resorting to mandatory overtime scheduling, may be addressed in Secondary negotiations.
- (9) An employee required to be a certain gender, or to have special qualifications or abilities to perform a particular overtime assignment, will be excluded from the overtime procedure.
- (10) The parties may agree in local Labor-Management meetings to establish procedures for overtime after exhausting contractual procedures.
- (11) During the course of the negotiations leading to the January 2005 contract the parties discussed an Employer proposal to revise the overtime procedure in DOC to more closely resemble the language for DCH. While the parties could not agree to a department wide conversion, they did agree to consider a pilot program in at least one institution. Details for the new procedure will be agreed upon locally with the assistance of MCO and DOC Central Office staff. The pilot will include a sunset provision that will allow either party to cancel the agreement and return to the original provisions or seek agreement regarding modifications.
- (12) Involuntary overtime shall be on a rotational basis based upon the number of occurrences of involuntary overtime, and not based upon the number of hours worked.
- (13) Employees who are in training shall be eligible by utilization of the OEL to work voluntary overtime in order to avoid involuntary overtime.
- (14) In cases where employees have been mandated, officers working overlapping shifts, CRRs and CTOs shall be eligible to volunteer. Officers volunteering from an overlapping shift shall be required to complete their primary shift and then report to the assignment for which they volunteered.

- (a) Where two or more bargaining unit members have volunteered for the overtime, the most senior employee shall receive the assignment.
 - (b) Overtime hours accrued under these circumstances shall not be recorded on the OEL. No penalty to the Employer shall be incurred under this provision.
2. Department of Community Health: In the Department of Community Health the following overtime distribution procedure shall apply except as noted below:
- a. Voluntary Overtime List: Overall preference for unscheduled overtime will be given to Forensic Security Assistants (FSAs) who are on the Voluntary Overtime List. First preference shall go to FSAs who are on duty. Second preference shall go to FSAs who are off duty. The Voluntary Overtime List shall be developed on a daily basis, shall not be carried over to other shifts or days, and shall be administered in the following manner:
 - (1) FSAs on duty shall call the area supervisor during the first six hours of the shift to activate their names for available overtime on the following shift.
 - (2) FSAs off duty shall call the area supervisor during the first six hours of the shift preceding the one they are volunteering to work. Their names and phone numbers will be recorded on the Voluntary Overtime List.
 - (3) After the six hour cut off time, a list will be prepared which will rank the employees by equalization hours, with first preference going to on-duty staff. This list will be used to assign available overtime.
 - (4) Such requests to work overtime must be for any area or assignment, provided that legally required or implied gender-based selective certification requirements (if any) are maintained.
 - (5) FSAs who place their name on the Voluntary Overtime List and subsequently refuse or were scheduled and do not work the overtime, will have those hours credited on the equalization list as if they worked.

(6) In the event that two or more FSAs have worked an equal number of hours of overtime in the current quarter, the overtime will be distributed to these FSAs in seniority order.

b. Mandatory Overtime List:

(1) If names on the Voluntary Overtime List are insufficient to provide the required coverage, mandatory overtime will be assigned to the first person on the Mandatory Overtime List who is currently on duty.

(2) If the assignment is reasonably expected to last two hours or less, no relief coverage will be sought. If the assignment is expected to last more than two hours the area supervisor may assign mandatory overtime for the entire shift.

(3) Forensic Security Supervisors may volunteer and replace an employee on a mandatory overtime assignment. The supervisor in these cases is expected to complete the full range of duties normally assigned to the mandated employee.

(4) An employee will not be required to work mandatory overtime within 32 hours of their last overtime shift of more than four hours.

(5) Mandatory overtime shall be waived for employees beginning a previously scheduled vacation (40 hours or more) unless a condition of general emergency exists.

(6) Outside volunteers may replace mandated employees at all times. Efforts may be made to poll on duty employees or call in off-duty employees, to replace mandated employees.

(7) Mandatory lists shall be "zeroed-out" on a fiscal year basis.

(8) An employee will be exempt from mandatory overtime on the last scheduled shift prior to the employee's previously approved leave time.

c. Overtime Equalization List: The overtime equalization list will be kept in the area supervisor's office and will be reasonably available for review by FSAs. This list shall be updated daily and recorded in tenths of hours. This list shall be zeroed out quarterly. Errors in administering the overtime equalization provisions of this agreement shall be corrected by restoring the employee to his/her rightful place on the

applicable list, and offering to or bypassing the employee, as appropriate.

d. Preplanned Overtime:

(1) Definitions.

- (a) Preplanned Overtime - The scheduling of overtime in advance of the time it is needed.
- (b) Overtime Equalization List - A listing of overtime worked by employees. This listing shall be zeroed out quarterly.
- (c) Register Book - A listing of pre-planned overtime assignments. This listing shall be separated by shift.

(2) Procedure.

- (a) Preplanned overtime assignments may be used for U of M Hospital, 1-to-1 coverage, scheduling vacations and other known scheduling needs.
- (b) The determination of the use and the number of preplanned assignments will be made by Management.
- (c) Preplanned assignments will be posted in a locked bulletin board, outside the area supervisor's office, from Sunday through mid-shift Wednesday of the week preceding the week the preplanned overtime is needed. The posting will include the date, shift and number of staff needed.
- (d) Employees interested in working the assigned time shall notify the area supervisor any time during the posting period.
- (e) Employees selected to work will have their names posted on the Friday preceding the overtime assignment.
- (f) In the event that a last minute preplanned overtime assignment is posted after the mid-shift Wednesday deadline, or the required number of employees needed has not been met, an employee may sign up at least 24 hours prior to the preplanned assignment. Employees signing up after this time (24 hours prior notice) shall

place their names on the voluntary overtime list, in accordance with Section F.2.a. of this Article.

- (g) Preference will be given to registered staff who have worked the fewest overtime hours using the latest Overtime Equalization List.
 - (h) All overtime will be recorded on the Overtime Equalization List.
 - (i) Preplanned overtime arrangements have preference over the voluntary overtime lists. Preplanned overtime arrangements which have been canceled do not have preference over employees on the voluntary overtime lists.
 - (j) Preplanned overtime assignments may be canceled without financial liability to the agency, by notifying the employee prior to reporting to duty. Employees not notified of cancellation and reporting for duty will receive call back pay (two hours).
- e. Errors in the Administration of the Voluntary Overtime Lists
- (a) An employee erroneously bypassed for overtime for the first time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice.
 - (b) An employee erroneously bypassed for overtime a second time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice, and paid an additional hour of pay at his/her regular rate of pay.
 - (c) An employee erroneously bypassed for overtime an additional time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice, and paid an additional 4 hours of pay at his/her regular rate of pay.
 - (d) Errors in the recording of overtime hours on the list shall be corrected, and if the error results in an employee being bypassed for overtime, shall be remedied in accordance with this section.

Section G. Probationary Employees.

Upon completion of eight-months of satisfactory service, probationary employees shall be placed on the mandatory overtime list, and shall be eligible to be placed on the voluntary overtime equalization list with a balance of overtime

hours equal to those of the employee having worked the most hours on the list, so that such employees are last to be called. Forensic Security Assistants may be similarly placed on the applicable list after four months of satisfactory service. Probationary employees must remain in satisfactory status to be eligible to work overtime and must have completed their educational requirements.

Revisions in the overtime procedure, if any, due to the ratio of status to probationary employees at new facilities shall be discussed in secondary negotiations and will cover a period of up to one year from the date the new facility opened.

Section H. Emergency Overtime.

In an emergency situation, the Employer may assign required overtime hours without regard to the overtime equalization chart. However, emergency overtime hours worked shall be recorded on the chart. An emergency for purposes of this Section shall include an act of God, or a situation requiring the immediate mobilization of staff beyond that available on the shift.

Section I. Work in Progress.

The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination is made that the overtime work is necessary.

Section J. Modified Mandatory Overtime Premium.

The following shall be the modified mandatory overtime premium:

1. A non-probationary employee shall be paid two times the employee's regular rate of pay for all non-training mandatory overtime hours worked on his/her second RDO of the scheduled RDO set, provided:
 - a. The employee actually worked eight or more hours on the first day of the scheduled RDO set; and
 - b. The employee actually worked eight or more hours on such second RDO; and
 - c. The number of hours actually worked in the pay period containing such second RDO, minus "offset hours" (as defined in Subsection 2 below) exceeds 104 hours.
2. For purposes of Subsection 1.c. above, "offset hours" shall include:

- a. Line-up time pursuant to Article 34; and
 - b. Time in non-pay status (lost time, AWOL time, suspensions, unpaid LOAs, etc.)
 - c. Paid leave time including: Annual leave; sick leave; compensatory time used; holiday leave; birthday leave; Deferred hours used; administrative leave for jury duty, job interviews (if granted), union negotiating activities; and time charged to the Union Administrative Leave Bank provided for in Article 7, Section E.
3. The calculations provided for herein shall be performed after the end of the pay period in question.
 4. Hours payable at double-time rates pursuant to this Section shall be paid and shall not be credited as compensatory time.
 5. Nothing herein shall be construed to authorize double time payment for any other overtime worked under the provisions of this contract.
 6. Nothing herein shall be construed as a waiver of the 32-hour buffer period provided for in Sections F.1.f., and F.2. b. (4) of this Article.