

Settlement Agreement and Release By and Between County of Humboldt and American Federation of State and County Municipal Employees, Local 1684

ATTACHMENT C.

13 Overtime

13.1 **Contract** Overtime Calculation

- 13.1.1 Overtime shall be computed on the basis of actual hours worked in excess of an employee's regular workweek.
- 13.1.2 Overtime of five minutes or less in excess of a regular workday shall not be computed, nor shall such periods be accumulated. Overtime of more than five minutes in excess of a regular workday shall be computed on the basis of actual time worked.
- 13.1.3 When an employee covered by this Memorandum of Understanding has taken compensatory time off, or time off for holidays, such time off shall count as time worked for purposes of calculating **contract** overtime under this Article.

13.2 Prior Approval of Contract Overtime. No contract overtime may be earned without prior approval of the appointing authority or their designee.

13.3 **Contract** Overtime Accumulation and Payment. When an employee's compensatory time off accumulation exceeds eighty (80) hours at the end of any given pay period, such employee shall receive cash payment in the following biweekly paycheck for all compensatory time off hours which have been accumulated in excess of eighty (80) hours during that pay period. Upon separation from County service, employees will be compensated in their final check for compensatory time off earned but not taken. When it becomes necessary, in order to maintain efficient operations, the County Administrative Officer may authorize the cash payment of overtime to an employee who has less than eighty (80) hours of accumulated compensatory time.

13.4 Use of Accumulated Compensatory Time Off. Employees may take time off for accumulated compensatory time earned for overtime at their own discretion, subject to approval by the appointing authority or designee.

13.5 **Contract** Overtime. All overtime compensation is calculated at straight time based upon each employee's regular rate of pay unless one of the exceptions in Section 13.5.1 or 13.5.2 apply. Overtime compensation for these two exceptions is calculated at one and one-half times each employee's regular rate of pay:

- 13.5.1 Time Worked on a Regular Day Off (1½). The first exception is time worked on a regular day off for those employees who normally work a thirty-seven and one-half (37½) or

forty (40) hour FLSA workweek period.

13.5.2 Work Over Forty Hours Per Week (1½). The second exception is time worked in excess of forty (40) hours per FLSA workweek period.

13.6 Unclassified **Contract** Overtime. Employees in extra-help positions shall receive cash compensation for overtime worked.

13.7 **Contract** Overtime for Staff Meetings and Training Sessions. Staff meetings which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime. Training sessions which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime when mandated by the appointing authority or by the certification and/or licensure requirements for particular classifications. No overtime may be earned for staff meetings and training sessions without prior approval of the appointing authority or their designee.

When an employee participates in training at their discretion, no compensation shall be provided in addition to the employee's regular compensation. However, employees shall be considered working for purposes of Workers' Compensation.

13.8 The County and the Union agree to discuss hours of work, contract overtime issues and compensation for the Correctional Deputy series upon request of either party

13.9 Cash Compensation for **Contract** Overtime in Emergencies. When the Board of Supervisors declares that a state of local emergency exists or the Governor declares that a state of emergency exists within the County of Humboldt, authorization for cash compensation for the pay period in which the overtime is worked shall be given by the department head for all employees assigned to duties specifically related to the emergency.

13.10 ~~Cash Compensation for Contract Overtime on Holidays. When an employee is required to work on a regularly scheduled holiday, overtime earned on the holiday shall be paid in cash during the pay period in which the overtime is worked.~~

Disposition of Accumulated Leave at Termination

13.10.1 Accumulated compensatory time off will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

13.10.2 Payment for unused compensatory time off shall be at a rate of compensation not less than the average regular rate received by such employee during the last 3 years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

13.11 **Contract** Overtime Assignment.

The division may implement an overtime assignment based on either a rotation system or a seniority system as outlined in (a) or (b) below:

- a) The rotation-based system shall equalize the opportunity for employees to bid overtime and to be mandated overtime assignments over an established period of time.
- b) The seniority-based system shall offer the most senior qualified employee in the division the opportunity to bid and work the overtime first, with additional overtime opportunities offered and assigned by seniority in descending order to those who are qualified. If there are insufficient volunteers, the least senior qualified employee shall be mandated to work the overtime and additional overtime will be mandated by ascending seniority order of those who are qualified.

Nothing in this section precludes a division from establishing an alternative overtime bid system after meeting and conferring with the Union.

13.12 **Statutory Overtime – Work Periods**

For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act (“FLSA”), the County will apply a work period of seven consecutive days as required under 29 USC 207(a) of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt personnel in excess of forty (40) hours in the seven-day work period.

13.13 **Overtime Dispute Resolution Procedures**

The County and AFSCME acknowledge and agree that subsections 13.1-13.12 above establish the full extent of the County’s contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under the FLSA are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The County and AFSCME further acknowledge and agree that any and all claims for statutory overtime under the FLSA are expressly excluded from the parties applicable grievance procedure set forth in the County’s Merit System Rules.