

ARTICLE 23 – SCHEDULES AND HOURS

23.1 Definitions

23.1.1 Article Definitions

Work unit means a group of employees under common supervision that is within a division.

Return to work means when an employee has stopped work for the day and is required at a later time to return to his/her assigned duty location to perform assigned tasks.

23.1.2 Article Definitions

The following are terms used in this article that have definitions in Article 3:

- Alternate Work Schedules (AWS)
- Call-Out
- Normal Work Day
- Normal Work Week
- Overtime
- Shift
- TILO (Time in Lieu of)

23.2 Schedules

23.2.1 Work Week, Meal Periods and Breaks

The normal work week shall be forty (40) hours, exclusive of meal breaks, but including rest breaks of not less than fifteen (15) minutes during every four (4) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices. Employees shall get at least a thirty (30) minute meal break during their shift. The official work week shall begin on each Sunday at 00:01 hours and shall end at 24:00 hours on the following Saturday.

Employees that normally work less than 80 hours bi-weekly will work the hours assigned.

Warning: Pursuant to Federal Law Employees required to work during their meal period are required to be paid.

23.2.2 Types of Schedules

Employees working a five day, forty hour week (designated 5/40) shall work eight (8) hours per day for five (5) consecutive days in any workweek and shall receive two (2) consecutive days off.

Employees working a 9-day bi-weekly schedule (designated as 9/80) shall work eight 9-hour days and one 8-hour day in a 10-day period and receive two (2) consecutive days off

each week plus an additional day off bi-weekly. This schedule is considered to be an Alternate Work Schedule.

Employees working a four day, forty hour week (designated 4/40) shall work ten (10) hours per day for four (4) days in any workweek and shall receive at least two (2) consecutive days off. This schedule is considered to be an Alternate Work Schedule.

The City will notify the LVCEA of any and all proposed schedules that are outside of the normal 5/8 schedule. The City will meet and confer with the LVCEA upon request.

Employees shall not be assigned or required to work split shifts without the LVCEA's consent.

23.2.3 Alternate Work Schedule Details

Creation of an AWS. If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department, division, or work unit; the Association with work unit employees, representatives of Human Resources, and department and work unit supervisors shall meet within fourteen (14) days to discuss the feasibility of establishing an AWS for the requesting department, division; or work unit. If a mutually acceptable AWS plan can be established, it shall be put into effect for a trial period of six months within sixty (60) days of agreement of the AWS plan.

Appeal When Mutual Agreement Not Reached. In the event where the majority of the employees in a department, division, or work unit want an AWS and mutual agreement between the Department and the Association cannot be reached, the Association may request to have the AWS submitted to the City Manager or his designee for resolution. At the meeting with the City Manager or designee, both sides shall be present and shall be required to present their case, including evidence that they may have to support their position. Each side shall have the opportunity to ask questions of the other side.

Modification or Discontinuance of an AWS. The City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager determines that the AWS plan is not in the best interests of the City.

Written Plans. All AWS plans instituted or modified hereafter shall be in writing and shall include as a minimum the job classifications included within the plan, a description of the schedule, treatment of paid holidays, and conditions of the plan. Start and stop time, meal and break periods, work schedules and days off will not be included in the AWS but will be assigned by the Department. The written plan shall be signed and dated by a representative of the department and the Association.

23.2.4 Schedule Alterations/Changes

Employees' work weeks will not be altered on a short-term basis (less than six (6) months) to avoid payment of overtime. Any short-term change in a work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay.

23.2.5 Schedule Reporting

The LVCEA may request an update of one or more departments work schedules. When this occurs the LVCEA will submit a written request for the schedules to the Department of Human Resources. The City shall make reasonable attempts to fulfill the LVCEA's request within thirty (30) calendar days.

23.3 Hours

23.3.1 Overtime

Requests and Rotation. Supervisors may request that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on an equal basis. If no one agrees or volunteers to work the overtime, the supervisor may require that a qualified employee work the overtime.

Compensation. Overtime pay is defined as additional compensation earned by an employee who comes in early for a regularly scheduled shift, or who is held over on a regularly scheduled shift, or who returns to work after completing a normal shift as requested, or who reports to work on a day in which a normal shift is not scheduled, or works hours in addition to their regular shift.

Employees who work longer than their normal work day shall be paid overtime on a time and one-half (1½) hourly rated basis based on their hourly rate of pay at their normal weekly working hours, including longevity, for all overtime work; provided however that if the overtime worked is not in conjunction with the employee's regular hours the employee shall be paid a minimum of three (3) hours or the actual time worked whichever is greater.

Employees who do not report to work but who respond to telephone calls or perform work related tasks through use of a computer will be paid a minimum of one and a half (1.5) hours overtime or the actual time performing those tasks, whichever is greater.

Breaks. Employees who may be reasonably expected to work more than one (1) hour overtime upon completion of their regular shift be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

23.3.2 Call Out

Compensation. In emergency situations requiring immediate attention, where the department head or designee feels that it is necessary to call out one or more members of a department, an employee shall be paid overtime on a time and one-half (1½), plus longevity, rated basis, for all call-out hours or any fraction thereof worked.

The employee shall be paid for a minimum of three (3) hours regardless of having returned to work for less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, the employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

Multiple Call Outs. An employee who returns to work for less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed three (3) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of three (3) hours from the first call-out, he shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid to those employees assigned to a shift eligible for shift differential pay.

23.3.3 Rotation of Overtime Including Call Outs

The following method shall be used to rotate overtime and/or call out assignments:

The individual initiating the overtime or call-out shall maintain a card file with each employee's name in alphabetical order by classification. Whenever an overtime or call-out assignment is necessary, the supervisor shall call the first person on the card file for that classification for the job assignment. That person's card shall then be moved to the back of the file, whether or not the person works the call-out. The supervisor shall note the date and time of each call made on the respective employee's card and whether or not the employee accepted the assignment. Employees may sign a statement on their cards that they do not wish to receive overtime or call-out assignments.

Such requests should normally be honored except in the event of an emergency. The first two (2) employees the supervisor calls for the assignment may refuse the overtime or call-out. The third person must accept and work the overtime or call-out assignment.

23.3.4 TILO (Time in Lieu Of)

In General. Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows, rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed. In

situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

Accumulation of TILO. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding two hundred forty (240) hours at the end of any pay period. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred forty (240) hours.

Use of TILO. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time.

Reporting of Time Accumulated and Used. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO hours within a pay period, the records may not show on the paycheck stub.

Payoff at Separation and Annually Upon Request. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a regular hourly rate plus longevity. Employee may elect to exchange up to sixty (60) hours or less TILO leave for up to sixty (60) hours of salary plus longevity, subject to the following conditions:

1. Exchange of TILO leave shall be only done at the first payday of each December unless otherwise authorized by the City Manager.
2. To be eligible to exchange TILO leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued TILO leave.

23.3.5 Stand-By Time

In General. Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours

Schedule and Response. While on stand-by time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pagers, or other electronic device provided by the City. Stand-by time shall be scheduled so that an employee does not have a day of stand-by time that is isolated from either a normal

workday or another stand-by day. Employees on stand-by shall be subject to the call out provisions of this Article.

Payment. Stand-by time shall be paid at a rate of thirty-five dollars (\$35) per day on a normal day worked and fifty (\$50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. No employee shall receive stand by pay while out on sick leave.

23.3.6 Shift Differential

Shift Differential shall be paid pursuant to the following chart:

<u>Hours of the day</u>	<u>Amount of Shift Differential</u>
7:30 am – 4:30 pm	No differential pay
4:30 pm - 12:00 am	4% of the employee's normal hourly rate plus longevity
12:00 am – 7:30 am	35 cents per hour plus the amount paid for 4:30 pm – 12:00 am.

Shift Differential will only be paid to an employee for a given shift when the majority of the hours worked by the employee fall within either the 4:30 pm – 12:00 am or the 12:00 am – 7:30 am shifts.

Employees who are temporarily assigned to day shift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a pay status, must still receive the shift differential pay.