

**2018 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO MEF – HOUSEKEEPING – COMPENSATORY TIME

City Proposed Language:

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.11 Overtime and Compensatory Time

7.11.5 Overtime worked shall be compensated at the 1-½ times rate. An employee assigned to work overtime may elect to either be paid for such overtime or be credited with compensatory time off, except under the following circumstances:

- The employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime;
- The employee's choice of compensatory time would interfere with the department's ability to have sufficient staffing or coverage;
- The employee's choice of pay cannot be accommodated within the department's overtime budget;
- If the work is being performed for another City department or outside agency, the employee's department may choose to compensate overtime with pay or compensatory time, provided the employee is notified of the method of payment prior to working the overtime; or
- If the employee fails to request an election during the pay period in which the overtime is worked.
 - If the employee is not allowed to make the election to be paid overtime or to be credited with compensatory time under one of the circumstances cited above, the employee shall be informed of the reason for not being allowed such choice. The explanation shall be provided before the overtime is worked.

7.11.5.5 Compensatory Time Accrual Limit. Except as provided in Article 7.11.5.6, for purposes of the FLSA, a 240 hour accrual limit shall apply to employees on compensatory time accumulation. All compensatory time shall, however, be subject to being paid off if not used within twenty-six (26) pay periods after it is earned, pursuant to Section 7.11.5.2 of this Agreement.

7.11.5.56 Public Safety Dispatchers Class Series. For purposes of the FLSA, a 480 hour ~~cap~~-accrual limit shall apply to Dispatchers on compensatory time accumulation. All compensatory time shall, however, be subject to being paid off if not used within twenty-six (26) pay periods after it is earned, pursuant to Section 7.11.5.2 of this Agreement.

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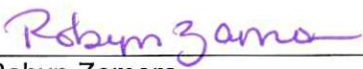
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*


FOR THE CITY:

 3/6/18
Date
Jennifer Schembri
Director of Employee Relations

 3/6/18
Date
Elsa Cordova
Senior Executive Analyst, OER

FOR THE UNION:

 3/6/18
Date
Robyn Zamora
President
MEF, AFSCME, Local 101

 3-6-18
Date
Charles Allen
Business Agent
AFSCME, Local 101