

City → Union
12.10.19

CITY PROPOSAL TO POPRA – HOURS OF WORK AND OVERTIME

City Proposed Language:

ARTICLE XX HOURS OF WORK AND OVERTIME

- X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.
- X.2 The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, exclusive of a lunch period
 - X.2.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.
 - X.2.2 When an employee's work schedule is changed involuntarily, the employee will be given fourteen (14) calendar days advance notice prior to the implementation of the revised schedule except when there are extenuating circumstances as determined by the City. This provision does not apply to any schedule changes that may result as part of the Return-to-Work or accommodation process, or compliance with this agreement. Nothing in this provision shall preclude an employee from agreeing to begin the revised schedule in less than fourteen (14) calendar days.
 - X.2.3 The department may change the workday or work schedule in a section including the adoption of a five day, eight -hour per day schedule, if it determines such schedule is in the City's best interest.
 - X.2.4 The Union may discuss with the department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. The Department may adopt such plans on a trial or permanent basis during the life of this contract.
- X.3 Employees shall be given two (2) consecutive days off, even though the days off are in different workweeks, except, where due to a change in the employee's work schedule, it is impossible to provide two (2) consecutive days off.
- X.4 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.

2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS

- X.5 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off, with the exception of holiday leave, shall not be considered time worked for the purpose of calculating eligibility for overtime.
- X.5.1 Notwithstanding 6X.6 above, any full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 6.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.
- X.6 Except as provided in X.6.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such overtime worked or be credited with compensatory time, subject to Department approval.
- X.7 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.
- X.8 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, may announce the intent of the Department to pay employees the appropriate rate for accrued compensatory time that is not used as of a date specified by the department. The announcement will specify a date by which time each affected employee must elect to either:
- a) be paid for all accrued, unused compensatory time, OR;
 - b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
 - c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section X.9.
- X.8.1 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.
- X.9 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the appropriate rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.
- X.10 A 15-minute paid rest period will be provided in each half of the regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled.