

Union TA:

City TA:

Date:

7. Article 7. Work Schedules and Workweeks

- 7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. The five (5) consecutive days mentioned herein shall have the same starting and quitting times unless inclement weather conditions dictate otherwise, or by mutual agreement.
- 7.2 In the event the starting or quitting time of any existing schedule is changed, the Unions will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week.
- 7.3 The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Unions consider any such schedule as not required by the reasonable needs of City operations.
- 7.4 In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one half.
- 7.4.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s) involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with Article 9 of this Agreement.
- 7.4.2 It is further agreed, the City and the Union(s) involved may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with Article 9 of this Agreement.
- 7.4.3 The City and the Union(s) involved agree that either party may terminate a schedule created under 7.4.1 or 7.4.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

7.5 It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the City's payroll period. Once such a workweek is established for a group of employees, it shall remain fixed, unless changed for legitimate business reasons.

For example: The workweek for the bi-weekly work schedule described in Article 7.4.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.

7.6 Employees working a second or third shift shall receive a shift differential in accordance with the provisions of Article 8. ~~the provisions of Article 8~~

7.7 Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible.

7.8 Emergency Work Scheduling. Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City without the notice required under sub section 7.2 of this Article, in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency.

7.8.1 Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided s/he has at least an eight (8) hour rest period. If the rest period is not provided, then the City shall pay the employee the overtime rate for the first shift of their regular schedule.

7.8.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not pre plan. Emergencies shall not include those day to day situations which require immediate action which have been normally performed by bargaining unit employees.

7.8.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two (Article 36.3.5) of the grievance procedure.

7.9

Employees working any of the allowed work shifts and weeks may, by mutual agreement between management and the employee, and to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments must be preapproved and will not result in overtime pay outside of the provisions outlined in Article 7.9.2 and 7.9.3. Each bureau will make the final determination if flexible work schedules will be offered within their divisions or work groups based upon their operational and business needs.

7.9.1 The following provisions of the DCTU collective bargaining agreement shall not apply when an employee is approved for and flexing their work schedule: Articles 7.1, 7.2, 7.4, 8.1, 8.2, 8.6-8.6.2,

- 7.9.2 If an employee working a flexible schedule works more than 40 hours in a FLSA workweek, the employee shall accrue overtime at the rate of one (1) and a half (1/2) times their regular rate of pay..
- 7.9.3 Article 8.4 of the DCTU collective bargaining agreement shall only apply when such employee is unable to flex their schedule due to FLSA workweek restrictions.
- 7.9.4 Flexing of schedules will not be permitted on any of the City Paid Holidays as outlined in Article 15.1.1.
- 7.9.5 The provisions covered by Article 7.9-7.9.4 shall sunset at the expiration of the contract unless extended by mutual agreement of both parties.
- 7.9.6 ~~The provisions covered by Article 7.9-7.9.4 shall sunset at the expiration of the contract unless extended by mutual agreement of both parties.~~
- 7.10 **Telework.** Per Human Resources Administrative Rule 4.04, employees covered under this agreement may be eligible to enter into a telework agreement. The City and the Union agree to continue meeting in a Telework Committee and the committee may make recommendations for changes to the telework policy. Recommendations made by the Telework Committee require Council approval. Should the provisions of HRAR 4.04 change, the City and Union will meet to negotiate over the impact of the changes in accordance with ORS 243.698.