

City TA:

Union TA:

9.1 **Overtime Rate.** Overtime shall be paid at the rate ~~of one and one half (1 ½) of one and one half (1 1/2) double (2x)~~ times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of their established shift hours, or on their days of rest or in excess of forty (40) hours in their FLSA work week.<sup>1</sup>

9.2 Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular workday results from unpaid absence during the regular workday for personal reasons. Nothing in this Article limits an employee's ability to flex their time in accordance with Article 7.9.

Commented [AK1]: Moved from Article 8.4 to Article 9.

~~9.2.3~~ Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) ~~shall will~~ earn overtime at the rate described in Article 9.1 for hours worked in excess of forty (40) hours in an FLSA workweek. These employees are not subject to the provisions of Article 9.5 and any hours not worked such as vacation, compensatory time, and sick leave do no count in the forty (40) hour calculation. overtime at the rate as described in Article 9.1 not be eligible for overtime or compensatory time, ~~except as specified in Article 9.2.1.~~

~~9.2.19.3.1~~ FLSA exempt employees in the Business Systems Analyst I, II, III, the Risk Specialist I, and the Portland Police Bureau Internal Affairs Investigator classifications will earn overtime at the rate as described in Article 9.1 for hours worked in excess of forty (40) hours in an FLSA workweek. These employees are not subject to the provisions of Article 9.3 and any hours not worked such as vacation, compensatory leave, and sick leave do not count in the forty (40) hour calculation.

~~9.2.4~~ Employees may elect pay or compensatory time for time worked under this Article with the exception of employees working in the Housing Bureau who may only receive compensatory time. Any compensatory time will be subject to the provisions of Article 9.9.

<sup>1</sup> Bargaining Note: The proposed change "or on their days of rest or in excess of forty (40) hours in their FLSA work week" is intended as a clarification and not as a substantive change.

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~~9.49.5~~ For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and sick leave will counted as time worked.

~~9.59.6~~ Shift premiums will be included in overtime computations as required by Federal Law.

~~9.69.7~~ Internal Affairs Investigators may substitute compensatory time in lieu of pay for standby or on-call time.

Internal Affairs Investigators will receive a minimum of two (2) hours overtime to perform mandatory interviews outside their regular work shift.

9.5

**Overtime Equalization.** Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

9.5.1

A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

9.6 **Remedy.** Employees who believe that they have not received a fair share of available overtime offers has an assertive duty to address the matter with their immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.

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~~inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.~~

- 9.7            It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.
  
- 9.8            The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Employees will be compensated at the rate of two (2) times their established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.
  
- 9.9            **Compensatory Time Off.** Employees who receive compensatory time shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.
  - 9.9.1        Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.
  
  - 9.9.2        In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee.
  
  - 9.9.3        Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.
  
- 9.10          Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.

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- 9.10.1 If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.
- 9.11 Employees who are required to work more than two (2) hours before or beyond their regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event employees work for more than four (4) hours beyond such two (2) hour overtime period, they shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.
- 9.12 Notwithstanding section 9.4, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.
- 9.13 There shall be no pyramiding of overtime rates.
- 9.14 **Essential Employees.** Employees directed to physically report in person to a City facility or jobsite during qualified Citywide Closures will be compensated with one hour of deferred holiday for every regularly scheduled hour they work during such closure. This shall only apply for a maximum of ten (10) Citywide Closure days per calendar year. Any employee who is designated by management as an Essential Employee and is required to report to work when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one deferred holiday for every full shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

9.14.1 Employees whose deferred holiday bank is full, will be given the equivalent time in pay. Employees who earn a deferred holiday within 30 days of the end of the calendar

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year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.

~~9.14.2 No employee will lose pay or be required to use personal leave or vacation to make up for hours lost during a Citywide closure. In the event an employee is unable to work they will be compensated with Administrative Leave.~~

~~9.14.2 Employees who have already begun their shift will receive the comp day if an emergency is called within the first half of their shift.~~