

C. Overtime Payment

1. Employees covered under FLSA (designated as 09) and assigned to a regular forty (40) hour work week shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to ~~forty (40)~~ sixty (60) hours of overtime worked in a fiscal year. For part-time employees these limits will be prorated based on the relationship their basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours. For part-time employees this forty (40) hour limit will be prorated based on the relationship their basic work week bears to forty (40) hours.
2. Employees covered under FLSA (designated as 09) and assigned to an alternate work week shall be paid for all work in excess of eighty (80) hours in a pay period at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to ~~forty (40)~~ sixty (60) hours of overtime worked in a fiscal year. Additional overtime worked in a fiscal year, between ~~forty (40)~~ sixty (60) and eighty (80) hours, may, with supervisor concurrence, be compensated with CTO. For part-time employees these limits will be prorated based on the relationship their basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours.
- ~~3. Employees who voluntarily work overtime on the graveyard shift at the Juvenile Detention Facility may elect, in lieu of cash payment, to apply an additional sixteen (16) hours of such graveyard overtime toward CTO. This would result in an employee being able to select the method of payment (cash or CTO) for a maximum of fifty six (56) hours in a fiscal year. This provision for an additional sixteen (16) hours of CTO does not apply to an employee who is mandated to work as a result of an unfilled shift. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.~~
4. When the County establishes new classifications, which are proposed to be assigned to a bargaining unit covered by this MOU, the County will offer to meet and confer with the Association regarding the appropriate overtime code designation for such new classifications.

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- 5. Payment for overtime shall be separately itemized on the payroll certification.
- 6. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the Department Head is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and employee paid for all hours reduced from their balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.
- 7. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
- 8. When an employee in a regular part-time position is required to work in excess of their regular work schedule during any week to cover seasonal peak workloads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

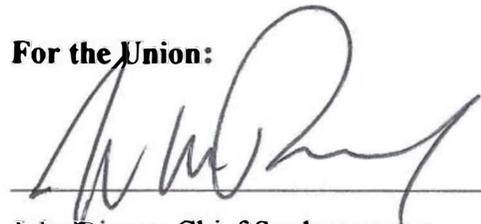
Tentative Agreement of: _____

For the County:



Burke Dunphy, Chief Spokesperson

For the Union:



John Pierce, Chief Spokesperson

Date: 12/15/25

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