

OVERTIME

SUMMARY

ARTICLE 9

SECTION 1

- ◎ Overtime work shall be paid at the appropriate overtime rates for non-exempt employees in accordance with the current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled.

SECTION 2

- ◎ The Employer agrees that overtime shall be distributed in a manner that all employees assigned to the organizational element have reasonable opportunities to participate within their shift, organizational element, and grade/job series. Volunteer BUEs on the same shift, in the same organizational element, and grade/job series will be offered opportunities by the appearance of names on the Overtime Assignments roster, **A/D 8** (Appendix B), until the overtime requirements are met. Mandatory assignments of BUEs to work overtime will be made based on earned hours with those with the least number of hours being mandatorily assigned first and those with equal hours being mandatorily assigned based on appearance of names, only after exhausting the procedure mutually agreed to by utilizing the **A/D 8**. The Union Steward and first line Supervisor shall review the overtime records at the conclusion of each month for accuracy and a formal detailed review shall be conducted semi-annually (July and January).

SECTION 2 CONTINUED

- At the beginning of each new calendar year the Supervisor will drop to zero the **total number of earned hours** for the employee or group of employees on the same shift, in the same organizational element, and grade/job series with the **lowest total number of earned overtime hours**. All other employees of the same grade on the roster will have their individual earned overtime hours reduced by the total of the hours dropped (**subtracted**) from the employee(s) with the lowest number of hours (e.g. Employee one has 10 hours, employee two has 20 hours, and employee three has 30 hours. With the new calendar year, employee one has zero (0), employee two has 10 and employee three has 20.) Newly hired employees, transfers, etc. are added to the bottom of the list (**same series and grade level**) and receive the average number of overtime hours earned (**at the time/date they are placed on the list**). It is agreed and understood that the following situations may result in temporary deviations in overtime assignments:

SECTION 2 CONTINUED

- Employees must be qualified and physically able to perform the overtime assignment in an efficient manner, thereby capable of completing the work with reasonable indoctrination or instructions.
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- Employees working on jobs of short duration that extends into overtime situations where continuity is essential to the job. The Employer retains the right to keep the same employees on jobs of short duration unexpectedly given high priority, or delayed through no fault of the Employer. It is not intended that continuity of the job be used as a means for deviations in overtime rotation, where the work could be assumed without undue delay by another employee next in rotation or with less earned overtime hours.
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- Employees assigned to overtime requiring special skills, or qualifications, as used in this context, are defined as skills acquired as a result of special training or schooling not readily transmissible to other employees within the same job series. When special skill situations create continuing earned overtime imbalances, the Employer will give consideration to training other employees to insure special skills or lack of qualifications do not continuously affect the equitable distribution of overtime adversely.

SECTION 3

- ① When the Employer determines overtime is required, the Employer shall first consider employees currently assigned to the organizational element and shift for the scheduled overtime. The Employer shall then consider other employees in different job series with DLA Aviation/Distribution who have the necessary skills to complete the mission. In such cases, the Employer shall follow the same procedures previously described in Section 2. Exceptions to the above procedures shall only be when special skills or abilities are not possessed by an employee assigned to the affected organizational element. Such exceptions shall be discussed in advance with the Steward and the first line Supervisor as provided in Section 8 of this Article.

SECTION 4

- ◎ It is mutually agreed that overtime assignments shall be first made to employees working on the shift on which the overtime need arises. **Nothing herein shall be construed as requiring the Employer to notify or assign employees in the same organizational element, but on a different shift, to perform overtime on shift other than the current shift to which the employee is assigned.**
- ◎ Note: NO CROSSING OF SHIFTS

SECTION 5

- ◎ The Employer may, upon request, relieve an employee from an overtime assignment. Whenever the next qualified employee in the organizational element on the overtime list is selected to replace/relieve employees who have declined an overtime assignment, the Supervisor may seek qualified volunteers from either the same or other organizational elements. The Employer will give appropriate consideration to employees in those cases where an unreasonable inconvenience to the employee would exist. All earned overtime shall be maintained cumulatively and continuously throughout the calendar year and must appear as overtime earned on the **form A/D 8** overtime posting. When an employee is properly scheduled and informed in advance of overtime work on a non-scheduled workday and fails to report, disciplinary action may be taken as a result of the unauthorized absence. Only records of the number of overtime hours earned will be maintained on the **form A/D 12**, primary organizational roster. The overtime posting **form A/D 8** shall indicate earned hours, accepts and declines as well as mandatory assignments in instances when there are an insufficient number of volunteers.

SECTION 5 CONTINUED

- No employee shall be denied the opportunity to work overtime in accordance with Section 2 of this Article, for exercising his/her right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. Nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned, unless he is in a work status during his shift immediately preceding the overtime assignment. For example, if assignment is made on Thursday for overtime to be worked on Saturday, the employee must be in a work status on either Thursday or Friday, but not both. When an employee is assigned to work scheduled overtime, and is absent on the day preceding the overtime without advanced approval, and does not notify his supervisor by phone normally within two (2) hours, but not later than three (3) hours after the beginning of the shift, that he/she will be present for the overtime, his/her overtime will be canceled, he/she will be charged with a declination and another employee will be assigned.
- Note: The intent (“**another employee** who is either next in rotation will be asked or an assignment will be made to another employee based on earned hours”)

SECTION 6

- The Employer agrees to maintain accurate records of earned overtime in the organizational element, which will be available to the Union Steward on request. Overtime records will be reviewed and posted on a continuing basis by the organizational element Supervisor. Earned overtime hours shall be zeroed out at the beginning of each leave year. Closed out records will be maintained in accordance with the federal Records Retention Guide. All entries on the overtime record will be made in ink, erasures, tape, whiteout, etc., are not authorized. All changes will be lined through, initialed and identified by an asterisk, which indicates a notation on the back. Notations on the back of the overtime record will explain errors or improper entries. The Supervisor of the organizational element is responsible for properly maintaining earned overtime records.
- Note: The Supervisor of the organizational element is responsible for properly maintaining the **A/D 12**. This includes the attendance, shift assignments, and any other movement of employees such as loans, details and transfers.

SECTION 7

- ◎ Employees in the same trade, grade, organizational element, and shift will be asked to volunteer by the appearance of names on the overtime record (A/D12). All organizational element Supervisors will post a list of employees assigned to work overtime by series. This list (A/D 8) shall be posted in a location mutually acceptable to the Supervisor and the Steward.

SECTION 8

- ⦿ If employees are to be by-passed for reasons of special skills, continuity will be timely discussed with the Steward by the Supervisor. The reasons may include such things as special skills, continuity, qualifications, or physical requirements. Employees have the obligation to raise issues concerning overtime with the first line Supervisor no later than three (3) hour prior to the end of the shift, before the overtime is to be worked. Failure of the employee to pursue this matter as outlined above will negate the right of the employee to grieve this matter. Supervisors have the responsibility to ensure that overtime is properly distributed.

SECTION 9

- ⦿ Employees shall be permitted to eat while in a pay status during overtime assignments that extend more than two (2) hours beyond the normal work day, provided such activity does not interrupt or suspend the work effort.