

Management Counter Proposal @ 11pm

Article 32.1

Date Passed: 7.7.25 Package 2.

ARTICLE 32.1--OVERTIME (Human Services Coalition)

Section 1. Assignment of Overtime. In assigning overtime work, the Agency agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee.

Section 2. Distribution of Overtime. Overtime will be assigned to volunteers according to seniority, the most senior having priority. Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work unit in which the overtime is to be worked. If there are not sufficient volunteers to meet the Agency's needs, mandatory overtime will be assigned according to inverse seniority. Seniority and volunteers notwithstanding, special qualifications or case handling continuity will be given first consideration in the assignment of overtime.

Section 3. Notice of Overtime. The Agency shall give as much notice as possible of overtime to be worked. No overtime is to be worked without the prior authorization of management except in emergent situations necessary to effect Agency services.

Section 4. Payment of Overtime. Payment of overtime shall be included in the payroll paid on the first of the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off date. All eligible employees who work overtime shall be compensated for authorized overtime, either in the form of cash or compensatory time off to be determined by the employee. In the event budgetary or staffing limitations exist, in fact, and the Agency so notifies the employee in writing of the fact, with a copy to the Union, the Agency may designate the form of overtime compensation. Compensatory time accrued by employee choice may accumulate to a maximum of ~~one hundred and sixty~~ **one-hundred eighty (180)** hours. Compensatory time may be paid off quarterly at the option of the **Employee or the Employer**. ~~An employee may request to be paid for any accrued compensatory hours no more than once per month and will be paid out no later than the following pay period. Compensatory time earned in the current month is not eligible for cash out.~~

Section 5. – Straight Time

Exempt status employees as defined by Article 32, Section 4(b) may accumulate to a maximum of one-hundred twenty four (124) hours of straight time. The employee may request a straight time cash payout, it may be paid off quarterly or once an employee meets the maximum accrual of one-hundred and twenty four (142) hours. Management retains the right to deny a straight time cash payout request. If the cash payout is denied the employee and manager will determine a mutually agreed upon time off prior to exceeding the cap.

Section 5.6. Overtime Break. When an employee is required to work overtime two (2) or more hours beyond the end of the shift, they, at the employee's discretion, may take a fifteen (15) minute paid break before beginning the overtime shift.

Section 6.7. Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by their supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be used once in every twelve (12) months by an individual employee.

(See Letter of Agreement [32.1-21-402](#) & [32.1M-15-281](#) in Appendix A.)

Evan Paster-Pearl
Evan Paster-Pearl (Jul 8, 2025 15:57 PDT)

07/08/25

Joshua Wetzel
Joshua Wetzel (Jul 9, 2025 07:00 PDT)

07/09/25








A32.1+LOAinclusion

Final Audit Report

2025-07-09

Created:	2025-07-08
By:	Evan Paster-Pearl (pastere@seiu503.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUrLQDLkbot61qMJKbtYxmTn6lVGDZkO4

"A32.1+LOAinclusion" History

-  Document created by Evan Paster-Pearl (pastere@seiu503.org)
2025-07-08 - 10:47:41 PM GMT
-  Document emailed to Evan Paster-Pearl (pastere@seiu503.org) for signature
2025-07-08 - 10:47:44 PM GMT
-  Document e-signed by Evan Paster-Pearl (pastere@seiu503.org)
Signature Date: 2025-07-08 - 10:57:32 PM GMT - Time Source: server
-  Document emailed to Joshua Wetzel (joshua.w.wetzel@das.oregon.gov) for signature
2025-07-08 - 10:57:33 PM GMT
-  Email viewed by Joshua Wetzel (joshua.w.wetzel@das.oregon.gov)
2025-07-09 - 2:00:17 PM GMT
-  Document e-signed by Joshua Wetzel (joshua.w.wetzel@das.oregon.gov)
Signature Date: 2025-07-09 - 2:00:59 PM GMT - Time Source: server
-  Agreement completed.
2025-07-09 - 2:00:59 PM GMT