

1 **ARTICLE 32.2A--OVERTIME** (OYA Youth Correctional Facilities and Camps)

2 **Section 1.** This Article is intended only to provide a basis for the calculation of overtime
3 and none of its provisions shall be construed as a guarantee of any minimum or maximum
4 hours of work or weeks of work to any employee or to any group of employees.

5 **Section 2.** The Institution shall give forty-eight (48) hours notice of overtime to be worked,
6 except in cases of bona fide emergency, when they shall give as much notice as possible.

7 **Section 3.**

8 (a) In assigning overtime work, the Institution agrees to consider any circumstances
9 which might cause such an assignment to be an unusual burden upon the employee.

10 When such circumstances do exist, the employee shall not be required to work
11 unless their absence would cause the Institution to be unable to meet its
12 responsibilities.

13 (b) Overtime shall be distributed as equally as feasible among permanent employees
14 performing the kind of work required, and currently assigned to the cottage or work
15 unit in which the overtime is to be worked.

16 **Section 4.**

17 (a) All overtime shall be first offered to volunteers within the cottage or work unit;
18 overtime shall be assigned on a rotating basis within that cottage or work unit. The
19 Institution shall not be required to contact employees on compensatory time,
20 vacation, or sick leave to work overtime. In the event the employee is missed by
21 rotation, the employee will notify their immediate supervisor, and through mutual
22 agreement a make-up work period shall be assigned by the Manager or their
23 designee.

(b) Should no volunteers be found within the cottage or work unit, campus-wide volunteers who have notified the Manager or their designee in writing shall be considered. Institution-wide volunteers must report changes in their availability as they occur. Permanent employees will be offered all overtime opportunities prior to temporary employees.

(c) Employees eligible for overtime except as provided under [Article 32, Section 4](#), shall be compensated for overtime in the form of cash unless the employee elects to receive time off in lieu of cash at the time of signing their next overtime report following the overtime shift. Cash payment shall be subject to the Institution's budgetary limitations and time off in lieu of cash subject to the Institution's work requirements as provided in [Article 97.2A--Scheduling of Compensatory Time Off](#).

The Institution shall give the Union thirty (30) days notice of budgetary restrictions.

Section 5.

(a) Any employee shall be allowed to accumulate no more than eighty (80) hours of compensatory time off. When an employee accumulates hours in excess of eighty (80) hours, they will be paid for the excess except as provided in [Article 32, Section 4](#).

(b) All utilization of compensatory time off shall be in accordance with the Scheduling of Compensatory Time Off Article.

Section 6.

(a) If an employee works two (2) consecutive shifts, or the greater part of the second shift, the employee will either:

(1) be provided a meal to be served at the regular mealtime of the Institution or, if the shift includes no such time, at a time mutually acceptable to the supervisor and the employee, or

(2) the employee will be eligible for a ~~seven dollar and fifty cents (\$7.50)~~ **ten dollar (\$10)** penalty payment from the Institution if the Institution is unable to provide the meal.

(b) If the supervisor and the employee mutually agree to schedule a relieved meal break prior to starting the second shift, the above shall not apply.

(c) This Section shall not apply if the employee is eligible for payment under [Article 36-Travel Allowance](#).

Section 7.

(a) When all attempts to fill an overtime shift have been exhausted and there is no volunteer willing to take the shift, due to operational requirements of the facility, mandatory overtime may be assigned. **Employees who volunteer for overtime shifts outside of their classification will also be considered for mandatory overtime in those classifications, provided they meet the required minimum qualifications, certifications, or training. Employees may withdraw their volunteer status at any time by submitting a written notice to their manager. Withdrawing from the volunteer status will result in the employee being ineligible to rejoin for a period of six (6) months from the date of withdrawal, unless management agrees to an earlier date.**

(b) Mandatory overtime exclusions described below are allowed unless the staff member is the only person available and the staff member's absence would cause

the unit or facility to be unable to meet its safety and security responsibilities. Mandate exclusions include the following: (1) mandated shift requiring staff to work beyond their scheduled shift before an RTO or pre-approved time off, (2) a mandated shift requiring the staff to work more than sixteen (16) hours consecutively, or (3) a mandated shift that would require the staff to be mandated more than once during a seven (7) calendar days. Employees that are mandated to work overtime two (2) hours or more in any of these situations will receive a one-hundred fifty dollar (\$150) penalty payment.

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