MEMORANDUM OF UNDERSTANDING

Overtime Provisions Modification
MOU 626-23-04

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding memorializing practices for overtime eligibility.

1. It is the intention of the COUNTY to memorialize current practices for calculation of overtime with modifications to the 2022-2025 Collective Bargaining Agreement (CBA) as outlined in paragraph 3.

2. In accordance with Article 9, Section 6 of the labor agreement, we believe this is mutually beneficial for the COUNTY and the employees represented by the ASSOCIATION.

3. Article 9, Section 6 will be modified as follows:

"Section 6 - Overtime"

(A) When the COUNTY requires employees to work overtime, the following will apply:

(1) Authorized overtime work will be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.

(2) Except as modified by Section 4 above for full-time employees, except those who go into a leave without pay status during the workweek, all work performed paid time in excess of eight (8) hours in any one workday, or forty (40) hours in any workweek, will be considered overtime work. Overtime will be paid for all hours worked beyond the normal scheduled work hours.

(2)(3) For part-time employees and full-time employees who are not in a paid status for forty (40) hours in a workweek, all additional hours worked will be paid on a one-to-one (1:1) basis up to forty (40) hours per week. Hours over forty (40) will be considered overtime. Additionally, except as modified by Section 4 above, all time worked in excess of eight (8) hours in a workday will be considered overtime work.

(3)(4) The COUNTY will be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The COUNTY agrees to recognize and consider seniority in regards to overtime assignments.
It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, will be assumed to have completed their shift on the day in which it commenced.

Overtime will be compensated only once for the same hours worked.

Overtime will be calculated to the nearest one-quarter (1/4) hour worked.

Any employee, having worked on each of seven (7) consecutive days, will be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day."

4. The COUNTY agrees to apply the calculations described above retroactively to June 10, 2023 for employees whose timecards were not coded in accordance with the practice.

5. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.

6. The parties agree to memorialize this agreement during successor negotiations in 2025.

7. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:

Damon Pocholec, President
Local 626

Date 7/25/23

For the COUNTY:

Inga Wood
Lane County Labor Relations Manager

Date 7/25/23

Dan Hurley, Director
Lane County Public Works