

Excerpts

Master Agreement On Compensation

Between

**American Federation of Government Employees
(AFGE), Locals 631, 872, 2553**

**American Federation of State, County and Municipal
Employees (AFSCME), Local 2091**

**National Association of Government Employees
(NAGE), Local R3-06**

And

**The District of Columbia
Water and Sewer Authority**

Effective Date: January 10, 2008

October 1, 2007 through September 30, 2011

ARTICLE 3
OVERTIME/COMPENSATORY TIME

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing Authority official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act ("FLSA") shall be defined, earned and computed as indicated below.

Section A (1) Calculation of Overtime (effective October 1, 2007 through October 10, 2009)

1. Hours of work authorized in excess of forty (40) hours actually worked in a workweek shall be overtime for which an employee shall receive either overtime pay or compensatory time.
2. An employee who performs overtime work shall elect to receive either pay or compensatory time at a rate of time and one half (1 ½) for each hour of work for which overtime applies. The calculation of this rate shall include the employee's actual hourly rate of pay, including all premium pay earned. The Authority shall not employ a cap on the hourly overtime rate for employees covered under this Agreement.
3. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay (which shall be paid at overtime rates to the extent that the employee has actually worked forty (40) hours for the relevant work week).

Section A (2) Calculation of Overtime (effective October 11, 2009)

1. Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in pay status in a workweek shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hour workday or the forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday.
2. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1 1/2) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.

3. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

Section B (1) Compensatory Time (Effective October 1, 2007 through October 10, 2009)

An employee's entitlement to overtime compensation shall be determined upon completion of the work week. Employees shall receive overtime pay for overtime hours worked unless the employee and the employee's immediate supervisor mutually agree to use compensatory time prior to the employee performing the overtime.

Section B (2) Timing of Calculation/Compensatory Time (Effective October 11, 2009)

An employee's entitlement to overtime compensation shall be determined upon completion of the eight (8) hour workday or the forty (40) hour workweek or, if the employee is working a compressed schedule, upon completion of the employee's ten (10) hour workday or twelve (12) hour workday. Employees shall receive overtime pay for overtime hours worked unless the employee and employee's immediate supervisor mutually agree prior to the employee performing overtime that the employee shall receive compensatory time in lieu of pay.

Section C Calculation of Overtime for Compressed Schedules (Effective October 11, 2009)

1. The purpose of this Section is to allow for authorized compressed time schedules which exceed eight (8) hours in a day to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article.
2. A compressed schedule means (i) in the case of a full-time employee, an eighty (80) hour biweekly basic work period which is scheduled for less than 10 workdays. Employees working a compressed schedule will receive overtime pay or compensatory time in lieu of pay at a rate of time and one half (1 1/2) for all hours in a pay status in excess of a ten (10) hour workday, a twelve (12) hour workday or a forty (40) hour workweek, unless the employee has used unscheduled leave during the ten (10) hour workday, twelve (12) hour workday or forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday. An employee working a compressed schedule shall be paid overtime or compensation time even if the employee's

regular tour of duty on a compressed schedule normally requires the employee to work hours in excess of a forty (40) hour workweek in the course of an eighty (80) hour biweekly basic work period.

4. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1 1/2) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.

5. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

Section D Recording Compensatory Time

Compensatory time earned under the provisions of this Article shall be maintained in an FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not carried under FLSA.

Section E FLSA Exempt Employees

FLSA Exempt employees shall not be eligible for or receive overtime but shall be eligible for and receive compensatory time for actual hours worked in excess of their regular scheduled tour of duty as authorized by an employee's immediate supervisor. Compensatory time shall be accrued on an hour for hour basis for each hour actually worked. Compensatory time may be used as requested by the employee in advance and approved by his/her immediate supervisor. Unused compensatory time may not be carried over from year to year.

ARTICLE 5

SHIFT DIFFERENTIAL/SUNDAY PREMIUM/HOLIDAY

Section A Evening and Night Shift Differentials

Employees covered by this Agreement who work shifts are entitled to pay at their scheduled rate of pay plus a differential of seven and one-half percent (7.5%) for regularly scheduled non-overtime work when a majority of their work hours occur between 4:00 p.m. and midnight; or ten percent (10%) of their regularly scheduled rate if the majority of their work hours occur between 12:00 a.m. (midnight) and 8:00 a.m.

Section B Sunday Work

A twenty-five percent (25%) differential shall be paid for regularly scheduled non-overtime Sunday work when actually worked.

Section C Holiday Pay

An employee who works on a legal holiday shall be paid at double time (2X) for all hours worked on the holiday.