

ARTICLE 7
OVERTIME

7.1 Definitions

A. Overtime:

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works on a holiday;
3. Works in excess of one-hundred sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period; or
4. Works overtime as specifically defined in [Section 41.28](#), Wildfire Suppression and Other Emergency Duties Compensation – Department of Natural Resources.

B. Overtime Rate:

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1½) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work:

The definition of work for overtime purposes only, includes:

1. All hours actually spent performing the duties assigned;
2. Holidays;

3. Sick leave;

4. Vacation leave;

5. Compensatory time;

6. Department of Natural Resources Article 20, Section 20.8 and Appendix X, Section X.4 Rest and Recuperation Days Miscellaneous Leave that occurs on a regularly scheduled work shift; or

67. Any other paid time not listed below.

D. Work does not include:

1. Shared leave;

2. Leave without pay;

3. Additional compensation for time worked on a holiday; ~~or~~

4. Time compensated as standby, call-back, or any other penalty pay; or

5. Department of Natural Resources Article 20, Section 20.8 and Appendix X, Section X.4 Rest and Recuperation Days Miscellaneous Leave that occurs on the one (1) paid regularly scheduled day off.

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate.

1 An employee whose workweek is less than forty (40) hours will be paid at
2 their regular rate of pay for all work performed up to forty (40) hours in a
3 workweek and paid at the overtime rate for authorized work of more than
4 forty (40) hours in a workweek.

5 B. A part-time overtime-eligible shift employee will be paid at their regular
6 rate of pay for all work performed up to forty (40) hours in a workweek and
7 paid at the overtime rate for authorized work of more than forty (40) hours
8 in a workweek.

9 C. Overtime-eligible law enforcement employees, not receiving assignment
10 pay for an extended work period, who have prior approval and work more
11 than one-hundred sixty (160) hours in a twenty-eight (28) day period shall
12 be compensated at the overtime rate.

13 **7.3 General Provisions**

14 A. The Employer will determine whether work will be performed on regular
15 work time or overtime, the number, the skills and abilities of the employees
16 required to perform the work, and the duration of the work. The Employer
17 will first attempt to meet its overtime requirements on a voluntary basis with
18 qualified employees who are on duty. In the event there are not enough
19 employees volunteering to work, the supervisor may require employees to
20 work overtime.

21 B. If an employee was not offered overtime for which they were qualified, the
22 employee will be offered the next available overtime opportunity for which
23 they are qualified.

24 C. Under no circumstances shall an employee be compensated for overtime
25 that was not worked. There will be no pyramiding of overtime.

1 **7.4 Compensatory Time for Overtime-Eligible Employees**

2 A. Compensatory Time Eligibility

3 At the employee's request and with the agency's approval, compensatory
4 time off may be earned in lieu of cash. Compensatory time must be granted
5 at the rate of one and one-half (1½) hours of compensatory time for each
6 hour of overtime worked.

7 B. Maximum Compensatory Time

8 Employees may accumulate no more than two hundred forty (240) hours of
9 compensatory time, or four hundred eighty (480) hours for law enforcement
10 employees or employees engaged in public safety or emergency response
11 activities.

12 C. Compensatory Time Use

13 Employees must use compensatory time prior to using vacation leave,
14 unless this would result in the loss of their vacation leave or the employee
15 is using vacation leave for Domestic Violence Leave. Compensatory time
16 must be used and scheduled in the same manner as vacation leave, as in
17 [Article 11](#), Vacation Leave. The employee may use compensatory time for
18 leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). The
19 Employer may schedule an employee to use their accrued compensatory
20 time with seven (7) calendar days' notice.

21 D. Compensatory Time Cash Out Except WSP Communications Officer 3s

22 All compensatory time must be used by June 30 of each year. If
23 compensatory time balances are not scheduled to be used by the employee
24 by April of each year, the supervisor shall contact the employee to review
25 their schedule. The employee's compensatory time balance will be cashed
26 out every June 30th or when the employee:

1. Leaves state service for any reason;
2. Transfers to a position in their agency with different funding sources; or
3. Transfers to another state agency.

E. Compensatory Time Cash Out for WSP Communications Officer 3s and Commercial Vehicle Enforcement Officer 3s

All compensatory time must be used by June 30 of the last year of the biennium. If compensatory time balances are not scheduled to be used by the employee by April of the last year of the biennium, the supervisor shall contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th of the last year of the biennium or when the employee:

1. Leaves state service for any reason;
2. Transfers to a position in their agency with different funding sources; or
3. Transfers to another state agency.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Tanya Aho, Labor Relations
Manager
OFM/SHR Labor Relations &
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For the Union



Steve Sloniker, WPEA
Contract Administration Director