

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent Routine

AGENDA DATE March 16, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Implementation of Last, Best, and Final Offer From the County to the Sergeant's Bargaining Unit Represented by the Stanislaus County Sheriffs' Supervisor Association

STAFF RECOMMENDATIONS:

In accordance with Employee Relations Ordinance 3.68.370 and Government Code section 3505.4, implement the provisions of the County's last, best, and final offer to the Sergeant's Bargaining Unit Represented by the Stanislaus County Sheriffs' Supervisor Association.

FISCAL IMPACT:

The provisions of the County's last, best and final offer do not include any new base wage increases for employees in the Sheriff's Supervisor Association bargaining unit. The recommendations do include the implementation of a new provision to compensate Sheriff Sergeants with an additional 7.5% in compensation when they are formally assigned to act as a Lieutenant Watch Commander in the absence of a Lieutenant. The approximate fiscal impact for this additional compensation is \$5,000 annually and will be absorbed in the department's existing appropriations.

BOARD ACTION AS FOLLOWS:

No. 2010-140

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Stanislaus County Sheriffs' Supervisors Association (SCSSA) represents approximately 29 sworn Sergeant employees in the Sheriff's Department. The County has been in negotiations with the SCSSA to reach a new labor agreement since the expiration of the existing agreement on June 30, 2009. While the parties have conducted multiple negotiating sessions in good faith and reached agreement on sixteen (16) issues, both sides acknowledged on November 16, 2009 an impasse in negotiating one unresolved County issue related to the calculation of overtime. The County has offered SCSSA a package consistent with other negotiated agreements in 2009. The last, best and final offer communicated to SCSSA on January 14, 2010 includes each of the sixteen (16) items agreed to by SCSSA in negotiations, as well as the County's final proposal for new language to calculate overtime compensation. The specific elements of the County's last, best and final offer appear at Attachment A.

On February 4, 2010, the County and the SCSSA met with the County's Employee Relations Officer (Chief Executive Officer) in accordance with County Ordinance 3.69.330 ("Initiation of Impasse Proceedings"). The parties agreed to mediate the impasse in accordance with County Ordinance 3.68.340. Mediation conducted on February 23, 2010 through the State Mediation/Conciliation Service was unsuccessful in resolving the impasse issue related to overtime. County Ordinance 3.68.370 provides for this matter to now be referred to the County Board of Supervisors to "...take such action regarding the impasse as it in its discretion deems appropriate in the public interest."

Government Code section 3505.4 authorizes a public agency, after the exhaustion of impasse procedures, to implement its last, best, and final offer. Impasse procedures having been exhausted, it is recommended that the Board implement the provisions of the County's last, best, and final offer, as reflected in Attachment A. Except as so indicated, the County shall maintain the status quo regarding matters within the scope of representation pending further negotiations.

Consistent with Government Code section 3505.4, this recommended unilateral implementation does not constitute implementation of a memorandum of understanding. This recommended action is also without prejudice to the Association's right each year to meet and confer on matters within the scope of representation.

POLICY ISSUES:

The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities of the organization.

STAFFING IMPACT:

It is anticipated that the County and SCSSA will commence future negotiations toward a new labor agreement.

CONTACT PERSON:

Jody Hayes, Deputy Executive Officer. Telephone: 525-6333

**2009 Sergeant Negotiations
County Last, Best and Final Offer**

	TA Date	MOU Section	Description
1	08/12/09	24	Updated body armor language
2	08/12/09	14	Updated probationary period language
3	08/12/09	7H	Deleted outdated language
4	08/12/09	16	Deleted outdated language
5	08/12/09	21	Deleted outdated language
6	08/24/09	7N	Updated shift/assignment change language
7	08/24/09	7J	Deleted outdated language
8	09/10/09	12	Updated vacation request language
9	09/10/09	7D	Updated on-call pay language
10	09/10/09	26	Deleted outdated language
11	09/10/09	11	Updated shift bidding language
12	09/10/09	7	Salary
13	09/10/09	23	Deleted outdated language
14	10/22/09	7N	New language to clarify reassignments and shift trades
15	11/16/09	7L	Updated special assignment language
16	11/16/09	7	New pay - 7.5% for serving as Acting Watch Commander
17		7E	Overtime

Rec'd
8/12/09

24. BODY ARMOR

The Sheriff will provide the choice of Threat Level IIIA, II or IIIA body armor to all sworn sergeant personnel in the Operations Division. Any future proposed changes to body armor must be approved by SCSSA. All such personnel are required to wear the body armor; provided, however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

TENTATIVE AGREEMENT

County Rep. _____
Union Rep. _____
Date _____ 8/12/09

DTS+
8/12/09

SCSSA Negotiations 2009
Probationary Period
08-12-09

14. PROBATIONARY PERIOD

A. Length of Probationary Period

Any newly appointed Sergeant ~~employee~~ shall serve a maximum probationary period of eighteen (18) months total, ~~including any time spent as a trainee.~~ Employees with permanent status who are promoted into, ~~transferred to a new class or demoted to a different classification in~~ the bargaining unit shall serve a ~~maximum~~ probationary period of one (1) year in the position to which he has been promoted, dating from the date of such promotion unless the probationary period is extended per County policy, which shall be non-extendable.

B. No Charges on Probationary Terminations

The parties agree that the County shall no longer be required to prepare a statement to the file as to why an individual's probationary period was terminated.

C. Extension of Probationary Periods

Probationary periods shall be extended by the same number of days for any period of time not worked of twenty-one (21) or more consecutive calendar days, except vacation.

TENTATIVE AGREEMENT

County Rep. [Signature]

Union Rep. [Signature]

Date 8/12/09

TENTATIVE AGREEMENT

County Rep. _____

Union Rep. _____

Date _____

SCSSA Negotiations 2009

Court Pay

SCSSA #1

08-12-09

Any Sergeant summoned to court or hearing during his or her off-duty time arising from the course and scope of employment shall be compensated at time and one-half.

Effective at the beginning of the first full pay period in ~~May 2006~~ January 2009:

Any appearance during an employee's off-duty time during the a.m. hours shall be compensated once with a minimum of ~~three (3)~~ four (4) hours at time and one half. Any time spent beyond ~~three (3)~~ four (4) consecutive a.m. hours shall be compensated at time and one half.

In addition, any appearance during an employee's off-duty time during the p.m. hours shall be compensated with a minimum of ~~three (3)~~ four (4) hours at time and one half. Any time spent beyond ~~three (3)~~ four (4) consecutive p.m. hours shall be paid at time and one half.

~~Effective at the beginning of the first full pay period in January 2009, the preceding three (3) hours, both a.m. and p.m., shall be increased to four (4) hours paid at time and one half.~~

The minimum as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one half.

Employees subpoenaed to appear in court shall call in to the Sheriff's Department within twenty-four (24) hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the Sheriff's Department within the twenty-four (24) hour period and appear at court for a case which has been canceled, court pay shall not be paid to the employee.

The twenty-four (24) hour time frame for call-in to the Sheriff's Department shall be a window period of 5:00 p.m. to 12:00 a.m. (midnight) of the day preceding the required court appearance. The employee shall be paid court pay if he or she calls within the required time period, is told to appear, and then the case is canceled.

TENTATIVE AGREEMENT

County Rep. [Signature]

Union Rep. [Signature]

Date 8/12/09

SCSSA Negotiations 2009

Health Insurance

SCSSA #4

08-12-09

16. GROUP INSURANCE BENEFITS

A. Group Plans Available

The parties agree that health, dental and vision plans shall be made available to County employees and, where applicable, their dependents through a cafeteria plan. The parties acknowledge these plans are, except the self-insured dental and vision plans, independent group health plans which may adjust their respective premiums or benefits as deemed necessary by the plan provider. Unless otherwise agreed to by the parties, the County's contribution is fixed and any increase in premiums is the responsibility of the employee.

Employee health insurance benefits are negotiated in a separate meet and confer process between the County and all represented employee bargaining units. A copy of the health insurance agreement covering January 1, 2006, through December 31, 2008, is included in this MOU as Attachment B.

~~B. Health Insurance~~

~~The parties recognize that the County has joined Pacific Business Group on Health (PBGH). PBGH sets its rates in June of each year. The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates will be available in June of each year. Current benefits and cafeteria contributions will stay in effect until January of the following year unless otherwise agreed to.~~

Dnt
8/12/09

SCSSA Negotiations 2009
Physical/Eye Examination
SCSSA #21
County Counter Proposal- delete section
08-12-09

21. PHYSICAL/EYE EXAMINATION

A. ~~Physical Examination~~

~~The parties agree that not more than once in a three (3) year period each employee shall be entitled to request a physical examination to be performed at Stanislaus County Health Services Agency provided such employee is at least forty (40) years of age at the time of making the request. Such examination would be conducted by qualified Stanislaus County Health Services Agency staff members at a time mutually convenient to Stanislaus County Health Services Agency and the employee. Requests for examinations shall be made by written request to the Chief Executive Office or such other place as directed.~~

B. ~~Eye Examination ID~~

~~All members of the bargaining unit assigned to the Sheriff's Department ID Division shall be eligible each year for one (1) extra eye exam and replacement of lenses only if necessary. This exam is in addition to the exam provided by the employee's respective vision insurance plan.~~

NOTE: Agreed at 08-03-09 to delete paragraph B.

TENTATIVE AGREEMENT

County Rep. _____

Union Rep. _____

Date 8/12/09

Rec'd
8/3/09
Email

Sergeants shall not involuntarily have their shifts or special assignments changed without fourteen (14) days prior notice except in the case of unforeseen circumstances. "Unforeseen circumstances" are defined as unexpected events such as a natural disaster (major flooding or earthquake), request for mutual aid or in the event civil unrest such as a riot. The term does not include unexpected staffing shortages. This excludes scheduled annual shift changes.

4931 TENTATIVE AGREEMENT

County Rep. [Signature]

Union Rep. [Signature]

Date 8/24/09

Suction 7M

J. Retirement

1. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50). Effective with the implementation of three percent (3%) of base salary at fifty (50), retirement benefits for all employees shall be calculated on the single highest twelve (12) consecutive months.

~~2. Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (STANCERA). The County agrees to pay portions of the employee retirement contribution rates for all employees during the term of this agreement as follows:~~

~~a. Up to the first full pay period following approval of this agreement from the Board of Supervisors, the County shall pay a portion of the employee's retirement contribution rate (Basic and COLA) to STANCERA equal to three and three quarters percent (3.75%) of the employee's retirement eligible earnings.~~

~~b. Effective the first full pay period following approval of this agreement from the Board of Supervisors, the County shall pay an additional one and one half percent (1.5%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of five and one quarter percent (5.25%) of the employee's retirement eligible earnings.~~

~~c. Effective the first full pay period following January 1, 2007, the County shall pay an additional three percent (3.0%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of eight and one quarter percent (8.25%) of the employee's retirement eligible earnings.~~

d. Effective the first full pay period following July 1, 2007, the County shall pay an amount equal to the total of the employee's retirement contribution rate (Basic and COLA) to STANCERA based on the employee's retirement eligible earnings. At this time the employee will no longer pay any portion of their employee retirement contribution rate.

e. ~~County contributions towards an employee's retirement contribution rate shall not exceed the actual employee retirement contribution rate being charged by STANCERA at any time. If an employee's retirement contribution rate falls below the amounts provided in Section 3 (A-D), the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA.~~

TENTATIVE AGREEMENT

County Rep. _____

Union Rep. _____

Date _____

8/2/08

f.e. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by STANCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system. The County will use three and three quarters percent (3.75%) as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.

g.f. All payments made by the County to STANCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

Draft
9/10/09

TENTATIVE AGREEMENT

SCSSA Negotiations 2009
Vacation Requests
09-10-09

County Rep. _____
Union Rep. _____
Date 9/10/09

12. VACATION REQUESTS

A. Restricted Shifts

For the purposes of considering vacation requests, the following holidays and shifts will be reserved at the discretion of the Sheriff's Office: graveyard shift on the dates of New Years Eve, Fourth of July and Halloween. In addition, the Cinco de Mayo (May 5th) holiday, as observed by the community both day and graveyard shifts, vacation may not be granted.

Contract cities may select one event annually, Wine and Cheese Festival, Apricot Festival, or a similar street fair event, during which vacations may be denied at the discretion of the Chief or Department. This provision applies to Sergeants assigned to contract cities.

B. Seniority Requests

All seniority vacation requests shall be submitted during the month of January and returned as soon as possible, but no later than the last day of February.

The Department shall make a good faith effort to approve seniority vacation requests.

Employees can provide one (1) priority and two (2) alternate seniority requests listed in order of priority on the request from.

Seniority may only be exercised for one continuous block of time per calendar year.

C. Standard Requests

All standard vacation requests will be processed on a first come, first served basis.

D. Approved Vacations

After any vacation request is approved it will remain approved except in an emergency at which time those vacations scheduled during that period may be re-called.

Dist
9/10/09

TENTATIVE AGREEMENT

SCSSA Negotiations 2009 County Rep. _____
On-Call Union Rep. _____
County Proposal Date _____
09-08-09 9/10/09

D. On-Call Pay

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed "available and accessible" when:

- they can leave their ~~location~~ **residence** within ~~fifteen (15)~~ **thirty (30)** minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated one hundred dollars (\$100.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

TENTATIVE AGREEMENT

Dist
9/10/09

SCSSA Negotiations 2009
County Proposal
Voluntary Fitness Challenge Program
09-08-09

County Rep. _____
Union Rep. _____
Date 9/10/09

~~26. VOLUNTARY FITNESS CHALLENGE PROGRAM~~

~~The parties agree to open discussion limited to implementation of a Voluntary Fitness Challenge Program at the time the Sheriff's Department believes implementation would be feasible.~~

TENTATIVE AGREEMENT

County Rep. _____
Union Rep. _____
Date _____

SCSSA Negotiations 2009
Seniority Shift Preference
SCSSA #12
09-10-09

DTS
9/10/09

11. SENIORITY SHIFT PREFERENCE

A. Shift and Squad Bidding

The shifts shall be approximately six (6) months in duration with shift rotations to occur in February and August of each calendar year.

Each shift shall be bid/requested bi-annually on the basis of seniority during the months of January and July each year. Supervisors will bid for both the February and August shift change during the January bid process. All Supervisors, including those on approved leave of absence, may submit bi-annual bids for seniority shift preference during the months above.

All bidding will be completed ^{by} January 31st and July 30th.

Supervisors out on extended family medical leave, military leave, disability, or 4850 must have a release to full duty without limitations effective within thirty (30) days after the shift changes occur to be eligible to exercise seniority for their shift preference. These releases must be turned in a minimum of twenty-one (21) days prior to the effective date of the shift change. Employees not meeting the requirement of submitting an appropriate release twenty-one (21) days prior to shift change may not be given shift preference but assigned to the needs of the Department.

Supervisors not meeting these requirements may not be given their shift preference over the needs of the department.

10/22/09

~~The Department reserves the right to limit the number of collateral assignments per shift(s), for example; no more than one SWAT supervisors working B Squad Nights.~~

Kelly
10/22/09
Deleted

Supervisors shall not involuntarily have their shifts or special assignments changed without fourteen (14) days prior notice except in the case of emergency. This excludes scheduled shift changes pursuant to Section 11 of the agreement.

Dist
9/10/09

SCSSA Negotiations 2009
Term and Salary
SCSSA #12
09-10-09

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for an eighteen (18) month period commencing on July 1, 2009 and ending on December 31, 2010.

7. COMPENSATION

A. Salary

The parties agree that a base wage salary increase will not be implemented during the term of this agreement. However, members of the Sergeants bargaining unit will be provided any base wage increase in the same amount as provided to the members of the Sworn Deputies bargaining unit ~~and~~ the Lieutenant's bargaining unit during the term of this agreement.
or

TENTATIVE AGREEMENT

County Rep. _____
Union Rep. _____
Date _____ 9/10/09

Dist
9/10/09

TENTATIVE AGREEMENT

SCSSA Negotiations 2009
County Clean Up Language
Uniform Allowance
09-08-09

County Rep. [Signature]
Union Rep. [Signature]
Date 9/10/09

23. UNIFORM ALLOWANCE

~~Effective at the beginning of the first pay period in July 2006, the uniform allowance shall be increased fifty dollars (\$50.00) for a total of one thousand one hundred and seventy dollars (\$1,170.00) per year paid monthly in twelve (12) equal payments.~~

~~Effective at the beginning of the first pay period in July 2007, the uniform allowance shall be increased fifty dollars (\$50.00) for a total of one thousand two hundred and twenty dollars (\$1,220.00) per year paid monthly in twelve (12) equal payments.~~

Effective at the beginning of the first pay period in July 2008, the uniform allowance shall be increased fifty dollars (\$50.00) for a total of one thousand two hundred and seventy dollars (\$1,270.00) per year paid monthly in twelve (12) equal payments.

No uniform allowances shall be provided to employees absent from duty for three (3) or more consecutive calendar months on 4850 or other disability-related leave.

Rec'd
10/22/09

Seniority Bidding

- O. In no event shall a supervisor be involuntarily reassigned to another shift more than once in a twelve (12) consecutive month period from the effective date of reassignment.

The Department will accommodate all shift trades agreed to by the sergeant being reassigned to patrol and another patrol sergeant.

TENTATIVE AGREEMENT

County Rep. [Signature]

Union Rep. [Signature]

Date 10/22/09

TENTATIVE AGREEMENT

County Rep. J

Union Rep. J. Kelly

Date 11/16/09

SCSSA Negotiations 2009
Special Assignment Pay Provisions
County Proposal
09-10-09

Dist
9/16/09

L. Special Assignment Pay Provisions

1. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the following assignments: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Mounted Unit, Canine Unit, Hostage Negotiator, Field Training Officer, Coroner, Major Accident Investigation Team, and Public Information Officer.

2. Additional compensation in the amount of ten percent (10%) of base pay shall be paid for Sergeants assigned as Air Support Pilot in Command.

2. The parties agree that there is no compensable off-duty work being regularly performed in connection with at least the following assignments which receive a special pay premium: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Hostage Negotiator, Field Training Officer. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage. Further, SCSSA agrees that the special pay premium will be applied, to the fullest extent allowed under the law, as compensation in full satisfaction of any such claim that is determined valid by a court of competent jurisdiction. This section shall not diminish any employee's right to compensation for work specifically assigned to be performed outside of the employee's regularly scheduled duty hours.

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3. The parties agree that pursuant to the terms and conditions set forth in the Settlement Agreement and Release of All Claims Relating to the Canine Handlers ("Canine Agreement"), effective January 13, 1997, each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.

4. The parties disagree whether there is any compensable off duty work performed by members of the Mounted Unit. If a covered employee asserts a claim for off-duty compensable work, that employee will no longer be entitled to a two and one-half percent (2.5%) premium. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage.

Each mounted shift shall include three (3) hours per day for members of the Mounted Unit for grooming and transportation of their mounts.

5. The additional compensation as described herein may be earned by one (1) incumbent for as many special pay assignments as the Sheriff assigns and approves.
6. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave); (b) unpaid leaves of absence; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

Not
8/17/09

SCSSA Negotiations 2009
Acting Watch Commander Pay
SCSSA #10
County Counter Proposal
~~08-12-09~~

Sergeants assigned as Watch Commander for a minimum of four (4) hours shall receive an additional seven and one-half percent (7.5%) compensation above their base rate of pay for each hour worked in the capacity of Watch Commander. **Watch Commander assignment pay is limited to one Sergeant acting as the Countywide Watch Commander at any given time.**

TENTATIVE AGREEMENT

County Rep. _____
Union Rep. _____
Date _____ 11/16/09

D-134
11/16/09

SCSSA Negotiations 2009
Overtime
11-16-09

E. Overtime

1. Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked **byeond 80 hours in a pay period. In calculating overtime eligibility, sick leave taken shall not be considered as time "worked". All other forms of paid time off in the form of vacation time, compensatory time, bereavement leave, jury duty, holiday pay, military leave, etc. shall be considered time "worked" for the purpose of overtime eligblity.**

~~outside of their scheduled duty hours. Employees shall record their overtime on a daily basis at the conclusion of each shift. However, overtime is only paid if the employee works beyond their normally scheduled work hours in the pay period.~~

~~For employees on a 8/3 schedule overtime is paid after forty eight (48) hours worked in the scheduled period which starts with the first duty day and ends on day nine (9).~~

~~For employees on a 3/12 schedule overtime is paid after the normally scheduled hours worked in the scheduled period.~~

~~For employees on a 4/10 schedule overtime is paid after eighty (80) hours worked in the scheduled period.~~

~~For employees on a 5/2 schedule overtime is paid after eighty (80) hours worked in the scheduled period.~~

~~Unpaid time does not count for overtime calculations and time cards shall be adjusted for any unpaid time including Approved Time Off (ATO) and Deck Time (DOC)~~

2. **When an employee exceeds their scheduled work hours, the Department may flex the employee's remaining work schedule in the pay period for up to four (4) hours of additional work in the pay period, or for any additional work performed on a non-scheduled work day, the employer may flex the employee's remaining work schedule in the pay period by mutual agreement.**
3. **An employee ordered to work on a regular day off (RDO), a compensatory time off (CTO) day, or approved vacation day, shall be compensated at time and one half for time worked. Employees who volunteer on a RDO, CTO, or vacation day, shall be paid in accordance with Section 7 (E-1) of the agreement.**