

The voters of the City of Euless hereby enact the following, to be added to the Code of Ordinances as Chapter 95:

CHAPTER 95 – Fair Overtime and Scheduling Standards

ARTICLE 1 - Definitions

“Employee” is any person employed to work at or for an Employer within the geographic boundaries of the City of Euless, who is required under state or federal law to be paid at a premium rate for hours worked in excess of 40 hours per workweek or Work Week; including but not limited to full-time employees, part-time employees, and seasonal and temporary workers.

“Employer” is any individual, partnership, association, corporation or business trust or any person or group of persons, or a successor thereof, that employs another person, including any such entity or person acting directly or indirectly in the interest of the employer in relation to the employee.

“Emergency” is a fire, flood or natural disaster; severe weather that threatens Employee or public safety; threats to an Employer or Employer’s property; a State of Emergency declared by the Governor of Texas; or a significant disruption or risk of significant disruption to passenger air travel.

“Posted Work Schedule” is the written Work Schedule that an Employer must provide to Employees under 95-2-1 and post under 95-2-3.

“Small Business” is any Employer with less than 200 Employees.

“Work Schedule” is all of an Employee’s regular shifts, including specific start and end times for each shift, during a Work Week.

“Work Week” is period of seven consecutive days beginning on any designated day.

ARTICLE 2 - Advance Notice of Work Schedule

(1) On or before the commencement of employment, Employer shall provide the employee with a written Work Schedule that runs through the last date of the currently posted schedule. Thereafter, an employer shall provide written notice of work hours as set forth in Section 95-2-2.

(2) Written notice of the Work Schedule shall be provided in a conspicuous and accessible location where Employee notices are customarily posted. If the Employer posts the notice in electronic format, all Employees in the workplace must have access to it in the workplace. The Posted Work Schedule shall include the Employees’ shifts at that worksite, shall indicate whether or not they are scheduled to work that week, and shall be posted no later than 10 days before the first day of any new schedule.

(3) Nothing in this Section 9-2 shall be construed to prohibit an Employer from providing greater advance notice of Employee's Work Schedules and/or changes in schedules than that required by this Section.

ARTICLE 3 - Forced Overtime and Schedule Reductions

(1) An Employee may decline, without penalty, to work any hours or additional shifts not included in the Posted Work Schedule, except as provided in 95-3-2. If the employee voluntarily consents to work such hours, such consent must be recorded by distinct written communication for each day on which the Employee consents to additional hours or shifts.

(2) In an Emergency, an Employer may require an Employee to work additional hours or shifts not included in the Posted Work Schedule without obtaining voluntary consent provided in 95-3-1.

(3) Any additional hours or shifts required in an Emergency without voluntary consent shall be paid to the Employee at a rate three (3) times that of the Employee's regular hourly rate of pay.

(3) If an Employer reduces an Employee's hours from what is included in the Posted Work Schedule, Employee shall be paid for one-half of the total hours reduced at the Employee's regular hourly rate, unless reduction is due to an Emergency.

(4) Requiring an Employee to work additional hours or shifts not included in the Posted Work Schedule without obtaining voluntary consent and without there being in effect a bona fide Emergency shall be unlawful and shall be punishable by a by a fine of \$100 for a first violation and \$500 for any subsequent violation. A court may enjoin repeated violations of this provision.

ARTICLE 4 – Log of Exceptions and Monthly Reporting

(1) Every Employer, if it requires Employees to work additional shifts or hours under the Emergency provision, must keep a log of such instances, including the name of each affected Employee, the additional hours or shifts worked, the rate of pay actually paid the affected Employee, and the specific reason for the Emergency. The Employer must also log each instance in which it reduces an Employee's hours from what is stated in the Posted Work Schedule, including the name of each affected Employee, the hours reduced, the reason for such reduction and whether it was due to an Emergency, and the amount actually paid, if any, for that reduction. This log must be retained for at least one year and must be made available for inspection to any Employee.

(2) Every Employer, if it requires Employees to work additional shifts or hours under the Emergency provision in a given month, must file a report with the City of Euless by the end of the following month, which states the dates and hours of the additional shifts required, the number of Employees affected, the specific reason for each Emergency, and the total Emergency overtime hours that were required in the month. Each monthly

report must be signed under penalty of perjury by a responsible official of the Employer. The City shall maintain these reports available for inspection by the public for a period of not less than three years.

(3) Failure to keep a log or to file a verified monthly report when required shall be unlawful and shall be punishable by a fine of \$100 for a first violation and \$500 for any subsequent violation.

ARTICLE 5 - Exercise of Rights and Enforcement

(1) It shall be unlawful for an Employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter.

(2) No person shall take any adverse action as to an Employee that penalizes such Employee for, or is reasonably likely to deter such Employee from, exercising or attempting to exercise any right protected under this Chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an Employee; assigning an Employee to a lesser position in terms of job classification, job security, or other condition of employment; reducing the hours or pay of an Employee or denying the Employee additional hours; and discriminating against the Employee.

(3) There shall be a rebuttable presumption of retaliation if the Employer or any other person takes an adverse action against an employee within 90 calendar days of the Employee's exercise of rights protected in this Chapter unless due to disciplinary reasons for just cause, provided the Employer documents in writing the incident relating to the Employee's discipline.

(4) The City of Euless or any person aggrieved by a violation of this Chapter, or any entity a member of which is aggrieved by a violation of this Chapter, may bring a civil action in a court of competent jurisdiction against an Employer for violation of this Chapter.

ARTICLE 6 – Exemptions and Severability

(1) This Chapter does not apply to a Small Business.

(2) This Chapter does not apply to hospitals or other facilities providing medical care.

(3) This Chapter does not apply to public employees, including federal, state, municipal or public school district employees.

(4) If any provision, section or clause of this Chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision, section or clause, and to this end the provisions of this Chapter are declared to be severable.