

ARTICLE 11 HOURS OF WORK

A. WORKWEEK/WORK PERIOD

The University, in its discretion yet subject to the requirements of law, may utilize either a work week or work period method of scheduling work hours for the members of this unit.

1. A workweek is a period of time consisting of seven (7) consecutive days. The University may, in its sole discretion and in compliance with relevant law, determine and/or change the beginning and end of the work week.
2. A work period is any established and regularly-recurring period of work that is not less than seven (7) consecutive days, nor more than 28 consecutive days. Except for this limitation, the work period can be of any length.

B. WORK SCHEDULE

1. A work schedule is the normal number of days and hours of work assigned to an employee within a workweek/work period. Employees will be scheduled in accordance with the needs of the University.
2. Full and part-time work schedules which may be established by the University include, but are not limited to:
 - a. Eight (8) hours per day on five (5) days within a workweek;
 - b. Ten (10) hours per day on four (4) days within a workweek;
 - c. Eight (8), ten (10) or twelve (12) hours per day on each work day assigned within a work period.
 - d. The University will make an effort to provide consecutive days off.
3. If the University decides to abolish, establish or change work schedules in work areas, the University shall inform FUPWA at least thirty (30) calendar days prior to taking such action.

C. WORK SHIFTS AND ASSIGNMENTS

1. A work shift is defined as the regularly assigned hours an employee works within the parameters of a specific work schedule as defined in B. above. (i.e., dayshift, swing shift, night shift, or graveyard shift.)
2. The University shall establish, abolish or change at its sole discretion any shift assignment(s). When feasible, the University shall provide at least fifteen (15) calendar days notice to an employee prior to a long-term change in the employee's shift. Provision or non-provision of such notice shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

With regard to shift assignments, employees covered by this Agreement shall choose a particular shift (i.e., day shift, swing shift, night shift, graveyard shift and days off) by seniority at every rotation. The University may over-ride seniority for the following reasons:

- a. To assign officers with no prior sworn law enforcement experience for the first two years of employment
- b. To assign officers with prior law enforcement experience while on probation
- c. To block out positions to accommodate Special assignments
 - 1) Officers in special assignments will also bid by seniority
- d. Documented performance related discipline as defined in POBR (excluding oral reprimands)
- e. Performance Improvement Plans (PIP)

- f. To provide for mandatory shift rotations,
- g. As otherwise required by law.

D. POSTING/NOTICE OF SCHEDULES

The University shall, if practicable, post work schedules at least two (2) weeks in advance. Insofar as practicable, the University shall update posted work schedules as changes occur. "Posted work schedules" as used in this Article shall mean a printed, typewritten or handwritten schedule which is posted.

E. CHANGE TIME

The University does not provide change time.

F. OVERTIME DEFINITION

1. **General** - Except as provided below in the sections regarding the payment of premium overtime, overtime is time worked that exceeds the hours of a full-time employee's regular daily schedule on pay status, or exceeds 40 hours on pay status in a workweek, 80 hours in a work period or 160 hours in a 28 consecutive day period. Pay status includes time worked and paid leave, such as sick leave, vacation leave, holidays, military leave, compensatory time off, and administrative leave with pay.
2. **Premium Overtime** - Premium overtime is time worked, as defined in F.3. below, which exceeds 40 hours in a workweek, 80 hours in a 14-day work period or 160 hours in a 28 consecutive day period. Overtime hours do not count towards the accumulation of sick leave, vacation, holiday, or retirement system credit.
3. **For all locations** - For the purposes of computing premium overtime, hours worked shall include paid vacation, paid holiday time, and compensatory time off.

G. ASSIGNMENT OF OVERTIME

The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. The University shall notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees shall work overtime when such work is assigned.

H. OVERTIME COMPENSATION

1. At the option of the University and on a campus-by-campus basis pursuant to current practice, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off in accordance with section J. below.
2. Employees shall be compensated at one and one-half (1½) times the straight time rate only for those hours of actual work in a workweek/work period which exceed the following:
 - a. Forty (40) hours in a seven (7) consecutive day week; or
 - b. Eighty (80) hours in a fourteen (14) consecutive day work period, or
 - c. 160 hours in a 28 consecutive day period.

I. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

1. The University will offer to compensate premium overtime with compensatory time off for any employee or group of employees. Such overtime will be compensated at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.
2. Each campus will offer a minimum Fiscal Year (July 1-June 30) accrual of 60 hours of compensatory time off. On a campus by campus basis, and at

the sole discretion of the Chief of Police, departments may increase their fiscal year accrual. Once the maximum Fiscal Year accrual is reached, compensatory time will no longer accumulate, and overtime will be paid in accordance with Section H of this Article.

3. At the discretion of each campus, locations may, with 30 days' notice, pay out accumulated compensatory time, except for time that has been previously approved, but no more than twice per fiscal year. Employees that have approved compensatory time off requests shall not have their compensatory time paid out.
4. Upon separation from employment, employees shall be paid for all accumulated compensatory time. Accumulated compensatory time earned at the time and one half rate shall be paid at the employee's current straight time rate of pay. Compensatory time off is scheduled by the University. The University may require the employees to take compensatory time off. Employees may also request use of compensatory time subject to prior approval in accordance with departmental policy. Unless otherwise approved by the Chief, requests for compensatory time off will not be approved where the time off would result in overtime or backfilling. Requests shall be granted subject to the operational needs of the University and shall not be unreasonably denied.
5. CTO arrangements shall remain in full force and effect following expiration of the contract until a new successor contract is ratified or some other arrangement is agreed upon. At any time during the term of this agreement, individual locations may, upon reasonable notice, make changes to their minimum fiscal year accrual, subject to the minimums set forth in this agreement.

J. CALL-BACK

When circumstances require an employee to be called back to work after completing a shift and leaving the premises for at least one hour, the employee who returns to work shall be paid for the time actually worked or a minimum of three (3) hours, whichever is greater. If callback occurs prior to the commencement of an employee's shift, that employee shall only be paid for hours actually worked. Only callback time which is actually worked is considered time worked for the purpose of calculating hours of overtime.

ON-CALL

Employees assigned to on-call are subject to the following requirements:

1. Be ready to respond to calls for service;
2. Be reachable by telephone, pager or police radio;
3. Begin response as soon as possible, but no longer than thirty (30) minutes after receiving call;
4. Employees shall not consume an amount of alcoholic beverage or take any medications, or combination thereof, that would tend to adversely affect their mental or physical abilities;
5. Refrain from any activities which impair the ability of the employee to respond and perform the assigned duties;
6. Be able to return to campus or location of an emergency within ninety (90) minutes, unless otherwise approved.

Compensation and application of on-call pay:

The chief of police has the sole right to determine which specialty assignments (by title) shall receive on-call compensation. On-call compensation shall be an additional 2% of the employee's base wage for each on-call assignment. An employee assigned to on-call status shall be compensated for both the on-call pay(s) and Specialty assignment(s). (i.e. 'stackable')

K. COURT TIME

1. Court time is defined as a necessary in-person appearance before a court, administrator, or grand jury on behalf of the University. When an actual in-person appearance is made, off duty officers shall receive credit for a minimum of three (3) hours of premium overtime. To receive compensation for court time, the employee shall submit documentation in accordance with local campus practice.

2. Court Standby/Court On-call

For those campuses who have “court standby or court on-call” in their judicial jurisdiction(s), an employee shall be compensated two (2) hours of straight time (which does not count toward the calculation of premium overtime) for each court session (e.g., morning & afternoon) that the employee is on standby. It is the submitting officer’s responsibility to submit documentation verifying court standby/court on-call status from either the court, the entity that issued the subpoena, or the court liaison before such time will be paid. Should an employee who is on standby be called into court, paragraph 1 above, shall apply for the session of court for which the employee actually appears in court. There shall be no compounding for Court Standby and Court Time for a given session.

3. Telephonic Hearings

A telephonic hearing is defined as a necessary phone conversation with and administrator or judge on behalf of the University. When an off-duty officer is required to participate in a telephonic hearing, the off-duty officers shall receive credit for a minimum of one (1) hour of premium overtime.

L. TRAVEL TIME

Travel time is time spent in transit on University business that is assigned by the University. Travel time is counted as hours worked. Commute time between home and the work site or a local alternate work site is not travel time, is not time worked, and shall not be compensated. Commute time between home and an alternate work site which is greater than the normal commute is work time, except that the employer may deduct/not count that time the employee would spend commuting to the regular work site.

M. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments. Nothing herein shall allow for duplicate payment of wages for the same hours worked.
2. Nothing in this article shall infringe upon, interfere with or diminish in any way the University’s right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
3. This article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek/work period.