

ARTICLE 13

HOURS OF WORK, OVERTIME AND SCHEDULING

Work Period

- 13.1 A work period is defined as an established and regularly recurring period of work.
- 13.2 After consulting with the SUPA representative on campus, the Chief of Police shall choose any of the following three (3) work periods:
- a. For employees assigned a one week work period (7) days, the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight the following Saturday
 - b. For employees assigned a two week work period (14 days), the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight the Saturday of the second week, and
 - c. For employees assigned a twenty-eight (28) day work period, the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight on Saturday twenty-eight (28) days later.

Work Schedule

- 13.3 A work schedule is defined as the number of days worked and the hours of work assigned within a work period.
- 13.4 Employees may be assigned by the CSU to one of the following five (5) standard work schedules:
- a. five (5) days, eight (8) hours per day within a one week work period; or
 - b. four (4) days, ten (10) hours per day within a one week work period; or
 - c. 3/12 within a two week work period; or
 - d. 9/80 within a two week work period; or
 - e. 3/12.5 – only those on a 3/12.5 shall be on a 28 day work period.

- f. For those employees assigned a 3/12 work schedule, a schedule shall consist of a two week work period consisting of twelve (12) hour shifts on three (3) consecutive days during one week of the two week work period and three (3) twelve (12) hour shifts plus an additional eight (8) hour shift on consecutive days during the other week of the two week work period.
- g. For those employees assigned a 9/80 work schedule, employees shall be on a two week work period consisting of nine (9) hour shifts on four (4) consecutive days during one week of the two week work period and four (4) nine (9) hour shifts plus an additional eight (8) hour shift on consecutive days during the other week of the two week work period.
- h. For those employees assigned a twenty-eight (28) day work schedule, a schedule shall consist of three (3) days, twelve and one-half (12.5) hours per day for four (4) weeks, plus one scheduled ten (10) hour day in any of the four (4) weeks.

Work Shift

- 13.5 A work shift is defined as the days of the week and the time period during which a bargaining unit employee is at work.
- a. After consulting with the SUPA representative on campus the Chief of Police or designee shall determine the duration of the work shift assignment, which may be three (3) to twelve (12) months in length. If there is no agreement, the Chief of Police shall make the final decision.
 - b. After consulting with the SUPA representative on campus the Chief of Police or designee shall determine the procedure on the campus for determining work shift assignments. If there is no agreement, the Chief of Police shall make the final decision. Employees may remain on the same shift for a maximum of one (1) year, or longer at the discretion of the Chief of Police. Procedures at a minimum must consider seniority in rank as a primary factor in shift selections however the Chief of Police may override the seniority factor for the following reasons:
 - 1) Needs of probationary employees;
 - 2) Special assignments;

- 3) Documented performance related discipline as defined in POBR (excluding oral reprimands);
- 4) Performance Improvement Plans (PIP); and
- 5) An employee who has worked the same days of the week and/or time period for three years or more.
- 6) A 2/3 majority of affected employees at a campus, in the same assignment or rank (i.e. patrol, detectives, motors) agree to alter the schedule rotation (e.g. rotating seniority sign-ups, schedule rotations every six months, etc.). The campus SUPA representative shall have the opportunity to re-establish the 2/3 majority every two years.

Ties in seniority shall be broken by ranking at the time of recruitment. The campus SUPA Director may request a list of seniority within the bargaining unit for that campus.

- c. All work shifts shall be prepared in written form and normally posted no less than twenty-one (21) or not less than twenty-eight (28) days (for those with 28 day work periods) prior to any regularly scheduled shift change.
- d. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of twenty-one (21) or twenty-eight (28) days (for those with 28 day work periods) prior written notification of such change, except in emergency situations or by mutual agreement.

The twenty-one (21) and twenty-eight (28) day notice pertains only to work shifts and not to the assignment of overtime.

13.6 In situations where, due to the absence of Unit 8 and/or Police Dispatcher employees and when the relevant notice is not possible [twenty-one (21) or twenty-eight (28) days notice] the Chief of Police may use one of the following options:

- a. Offer or assign the work to employees as overtime; or
- b. Assign employees to extend their shift on overtime; or

- c. Offer employees the opportunity to take off their scheduled shifts and work the shifts of the absent employee with agreement of the employee; or
- d. Reassign an employee who is already on duty during the absence to do the necessary work due to the absence.

Employees will not be required to work split shifts unless the Chief of Police has exhausted the above options.

Procedures for Shift Swapping

- 13.7 Two bargaining unit members may agree to swap shifts provided:
- a. They both sign the designated form agreeing to work the shift and day designated;
 - b. The Chief of Police or designee approves the swap;
 - c. Both days of the swap occur within the applicable period, as defined in Provision 13.2;
 - d. Shift trades cannot result in any employee working more than 16 hours straight and there are at least 8 hours between the end of one shift and the beginning of the next shift;
 - e. Hours worked as a result of the voluntary shift trade are not subject to night differential pay pursuant to Provisions 21.16 – 21.17 of the Collective Bargaining Agreement;
 - f. Shift trades cannot result in overtime; and
 - g. Once the trade is approved by the Chief of Police or designee, Officers who fail to report to duty will be subject to discipline pursuant to applicable Articles under this Agreement and department operational guidelines.
- 13.8 No employee shall be required to work more than sixteen (16) consecutive hours as a result of shift change, except in emergency situations.

Emergency

- 13.9 In emergency situations, all days off and shift assignments may be canceled or changed as needed to address the emergency. The decision for each cancellation shall be made by the Chief of Police or designee. Employees may be required to work on their home campus or another campus.

Meal and Rest Periods

- 13.10 Meal periods shall count as time worked, except when an employee attends a training or conference where attendees are given a meal break. In such a case, meal periods may be unpaid at the discretion of the Chief of Police of each campus.
- 13.11 Rest periods of fifteen (15) minutes once during each work period of four (4) hours or more shall be granted to employees at a time and place arranged by the Chief of Police. Employees who regularly work a four (4) day, ten (10) hour or three (3) day, twelve (12) hour shift shall be entitled to one (1) additional rest period, not to exceed ten (10) minutes. The rest period shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later date. Rest periods may be cancelled by the Chief of Police during emergencies.

Overtime

- 13.12 For employees on a twenty-eight (28) day work period, employees shall be paid overtime for authorized time worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. For employees on a one week work period, employees shall be paid overtime for authorized time worked in excess of forty (40) hours. For employees on a two week work period, employees shall be paid overtime for authorized time worked in excess of eighty (80) hours. Paid holiday, paid sick leave, paid vacation, and compensatory time off shall be counted as time worked for purposes of this Article. Employees may not be awarded or receive flex time in lieu of CTO or pay for time worked.

13.13 Overtime shall be assigned by the Chief of Police or designee in the following manner:

- a. For overtime related to special and/or planned events, the Chief of Police or designee shall first determine the number of officers needed to staff an event. A percentage of these officers, as set forth below, shall be on campus bargaining unit members. However, if five officers or less are needed to staff an event, one campus bargaining unit member may be assigned to work the event pursuant to sections (1) and (2) below.

Overtime assignments shall be offered in the following order:

- 1) To bargaining unit members on the campus at least seventy-two (72) hours in advance. Said overtime shall be offered, assigned, and distributed in an equitable and impartial manner to the extent possible.
 - i. If 20% or more of the available overtime has been filled by on campus bargaining unit members, the remaining overtime opportunities shall be offered to bargaining unit members on other campuses as set forth in section (3) below.
 - ii. If less than 20% of the available overtime has not been filled by on campus bargaining unit members, the Chief of Police or designee may assign overtime to bargaining unit members on campus pursuant to section (2) below.
- 2) The Chief of Police or designee, as far as practicable, shall assign overtime to bargaining unit members on the campus so a maximum of 20% of the number of officers needed to staff an event are bargaining unit members on the campus. Such overtime shall be assigned and distributed in an equitable and impartial manner at least seventy-two (72) hours in advance. Employees may not decline such overtime assignments.
- 3) Once the number of on campus bargaining unit members needed to staff an event has been met and if overtime opportunities are still available, said overtime shall then be offered to bargaining unit members on other campuses for a period of seventy-two (72) hours. The Chief of Police or designee at the campus offering such overtime shall make the overtime assignment.

- i. Bargaining unit members shall notify the Chief of Police or designee at their home campus in writing (email) within twenty-four (24) hours of when they accept an overtime assignment at another campus. If the bargaining unit member accepts the overtime assignment less than twenty-four (24) hours before the event, the bargaining unit member shall notify the Chief of Police at their home campus in writing (email) before working the shift.

If an employee fails to follow the procedure above in this section, the employee may be excluded from future overtime opportunities at other campuses.

If the Chief of Police determines that the overtime assignment can reasonably be expected to adversely affect the employee's work performance during an assigned shift at the employee's home campus, then he/she may direct the employee not to work the overtime assignment.

- ii. The Chief of Police or designee at the campus offering overtime may decline to make an overtime assignment to a bargaining unit member on another campus due to documented performance or behavioral issue(s) observed during previous overtime worked at the campus offering overtime.
 - iii. Absent specific direction, the bargaining unit member shall adhere to home campus policies.
- 4) If, at the end of the 72-hour period, there are an insufficient number of bargaining unit members on other campuses desiring to work the overtime, the Chief of Police or designee may offer said overtime to non-CSU agencies.
 - 5) If overtime opportunities still exist, the Chief of Police or designee, as far as practicable, shall assign and distribute overtime to bargaining unit members on the campus in an equitable and impartial manner. Employees may not decline such overtime assignments. Such overtime assignments shall not be

assigned to bargaining unit members who have already been approved for vacation on the day of the scheduled event.

- b. For overtime related to patrol shifts the Chief of Police shall offer the overtime to bargaining unit members on the campus. Said overtime shall be offered, assigned, and distributed in an equitable and impartial manner to the extent possible. If there is an insufficient number of bargaining unit members on campus desiring to work the overtime the Chief of Police or designee, as far as practicable, shall assign and distribute overtime to bargaining unit members on the campus in an equitable and impartial manner. Employees may not decline such overtime assignments. The Chief of Police may, instead of involuntarily assigning unit members on the campus, seek unit members from other campuses if, in the Chief's sole discretion, doing so is practical under the circumstances.
- c. In emergency situations, as defined in Article 2, employees may not decline overtime assignments.

13.14 When overtime is offered to bargaining unit members at other campuses as per Provision 13.13.

- a. The decision by the employee to accept or reject the overtime assignment at another campus is entirely voluntary, except in emergency situations. Once the employee accepts the overtime assignment, the employee must work or provide satisfactory coverage (eligibility and rank, if applicable) for the shift absent an emergency situation or illness.
- b. The employee shall remain an employee of his/her home campus, the campus where the employee has a daily schedule.
- c. The hours worked by the employee shall be calculated by the host campus (the campus where the employee worked the overtime) and reported to the home campus for inclusion on the employee's monthly Time and Attendance Report.
- d. Neither campus is required to pay the employee travel time or travel expenses for any voluntary overtime on another campus, provided the employee does not perform any work while traveling. At the host campus' discretion, the host campus may compensate the employee for

the travel time and/or expenses, provided the travel time is paid at the minimum of twice the California minimum wage.

- e. If the employee works overtime at another campus, and utilizes sick hours at their home campus on the same day, their overtime will be converted to straight time.

13.15 All overtime hours worked shall be compensable by cash or compensatory time off (CTO), as determined by the Chief of Police, subject to provision 13.17 below, at a rate of one and one-half (1 ½) times the straight rate of pay for authorized overtime work. When practicable, such determination shall be made prior to requesting employees to work overtime. If any subsequent changes are necessary, the Chief of Police shall consult with the affected employee prior to the implementation of this change.

13.16 Nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of holiday, vacation, daily or weekly overtime payments involving the same hours of work.

Compensatory Time Off (CTO)

13.17 Unit members who have less than 80 hours in his/her compensatory time bank may instead of overtime payment elect to earn Compensatory Time Off. A unit member may have a maximum of 480 hours of accumulated Compensatory time off in his/her leave bank. This maximum accrual may be reduced as determined by the Chief of Police on each campus but may not be reduced below 80 hours.

13.18 Compensatory time off shall be taken on a date mutually agreed upon by the employee and the Chief of Police, with due consideration given to the efficient operation of the department and current departmental workload. In cases where an employee has accumulated more than two hundred (200) hours of compensatory time off and the parties are unable to reach mutual agreement on dates to take CTO, the Chief of Police may, upon reasonable notice to the employee, specify a date(s) on which the employee shall take earned CTO. Such directed days off shall be scheduled in conjunction with other regularly scheduled days off subject to the needs of the department. Employee requests to take compensatory time off shall not be unreasonably denied by the Chief of Police.

Call-back Work

- 13.19 Call-back work is work, including non-scheduled work directed by the Chief of Police or designee and performed at a time outside of and not continuous with an employee's assigned regular work schedule. An employee called back to work shall receive a minimum of four (4) hours of call-back pay. Only hours spent performing call-back work shall be counted as time worked for the purpose of computing overtime. The hours credited but not worked shall be paid at the straight time rate of pay. Call-back pay shall not apply to hours contiguous with an employee's normal work shift.

Standby and Court Appearances

- 13.20 An employee required to be on standby for court appearance must notify the Chief of Police or the Chief of Police's designee as soon as the employee receives notice of the standby requirement. The employee must advise the Chief of Police or designee the date of the standby requirement for court, the anticipated court time and any additional relevant information that is available. If requested to be on standby for an additional day (s) the employee must contact the Chief of Police or designee for authorization to remain on standby. Failure to do so will result in standby pay being denied.
- 13.21 An employee shall receive a minimum of two (2) hours compensation or compensatory time off at straight time rate for required standby time for court appearances outside a unit member's regular schedule. Employees may be required, as directed by the Chief of Police or designee, to inquire with the party issuing the subpoena regarding the continuing need of standby status.
- 13.22 An employee shall receive a minimum of four (4) hours at the overtime rate of pay for required court appearances outside an employee's regular schedule. Court appearance pay shall not apply to hours contiguous with an employee's regular work shift.