

ARTICLE VII

HOURS OF WORK AND OVERTIME

7.1 Application

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting the efficiency of law enforcement. Notwithstanding the preceding, the Employer shall not change an officer's work week for purposes of evading the overtime provisions of the Fair Labor Standards Act.

7.2 Workday and Workweek

(A) The Parties agree that officers currently work two types of schedules. The average normal workday shall consist of between 8 and 9 consecutive hours, currently 9 hours of patrol and other positions designated by the Chief, and 8 hours for all other positions, which shall be interrupted by a meal period. The normal average work day shall consist of eight (8) consecutive hours of work for all other positions, also interrupted by a meal period. The normal average work week shall consist of an average of forty (40) hours. The normal average annual hours of work for both schedules shall be 2,080, which may be achieved by a system of scheduled payback days.

The current practice with regard to travel time and lunch breaks and coffee breaks shall be continued in full force and effect throughout the term of this Agreement.

In the event the Chief contemplates a change to the departmental schedule, provided the schedule does not increase or decrease the normal workday(s) as defined above or increase the annual hours of work, the Chief will notify the Union at least four (4) weeks prior to any change taking effect and offer the Union an opportunity to discuss and provide input on the new schedule prior to any new departmental schedule taking effect.

(B) The 9 hour 5/3 schedule is accomplished as follows:

1. Individual officers work for 5 consecutive days, followed by 3 consecutive days off;
2. Officers work 9 hours days, interrupted by meal periods; and
3. four (4) payback days shall be required so that the average annual work hours of officers equals 2080 hours

(C) An officer whose normal work day extends from one calendar day into another or who works overtime from one calendar day to another (for example, from Saturday into Sunday or from the day before a holiday into a holiday) shall be considered as working on the calendar day on which he started to work.

(D) Officers shall be paid only for the actual number of hours worked on shifts involving changes between daylight savings and central standard time and shall receive pay at the applicable rate if overtime is worked.

7.3 Overtime

(A) For purposes of the Fair Labor Standards Act (FLSA) compliance, the work cycle shall be not less than seven (7) nor more than twenty-eight (28) days as determined by the Employer in the interest of Departmental efficiency and operations.

(B) It is recognized that in addition to the normal work day and work week set forth in Section 7.2(A), an officer may be required to work such additional time as is necessary in the judgment of the Employer to serve the citizens of the City.

(C) In the event an officer is required to work in excess of the officer's normal scheduled work day(as it may be modified pursuant to this Agreement)) or is called back to duty at other than his regular assigned duty hours (as they may be modified pursuant to this Agreement), the officer shall receive at the officer's option compensatory time or pay for all such hours, at the applicable overtime rate, the

amount of such time worked rounded to the nearest half hour, fifteen (15) or more minutes constituting a half hour. Pay back days shall be considered part of the regular work schedule and regularly assigned duty.

(D) Records of overtime hours worked shall be kept current and be returned to the officers within five (5) working days.

(E) An officer called in to work on his day off which is not a holiday shall be guaranteed two (2) hours at double time and be paid double time for all hours worked in excess of two (2) on such day, same to be paid in cash or compensatory time at the officer's option.

(F) Pay for work on a holiday will be computed as provided in Article VIII, Holidays.

(G) An officer who works two (2) or more hours in excess of his normally assigned work day hours shall be provided with a meal at City expense or be given a meal allowance of Ten dollars (\$10.00), and shall be non-taxable to the extent allowed by law.

(H) When an officer is called in to work on his assigned work day, but outside his regular work shift, he shall receive pay at double time for the first one (1) hour worked and the applicable overtime rate for the hours worked thereafter. The parties agree that the intent and purpose of this Section is to compensate only those officers who are required to carry pager devices while off duty. The officer shall be eligible for pay from the time of receipt of the call, this provision being applicable to instances where the officer is called in for service in all specialty units (e.g., ERT, Hostage Negotiations), as well as regular assignments. This Section is not necessarily meant to apply where, out of convenience or necessity, an officer is merely contacted by pager rather than personally or by telephone.

(I) Notwithstanding the above, officers earning overtime when participating in Honor Guard activities shall receive payment only in the form of an award of compensatory time.

(J) Notwithstanding the foregoing, when overtime work is to be paid from a grant, the officer will only receive overtime pay, not compensatory time.

7.4 Hireback

(A) The hireback needs shall be determined by the Chief of Police or his designee, at least one (1) week in advance of the scheduled event. The hireback will be published on a Department Notice and posted on the various bulletin boards throughout the Department, including the union bulletin board.

(B) Officers desiring to work hireback, which shall be voluntary, shall sign their name legibly in the hireback logbook maintained in the supervisor's office of the Operations Division. Forty-eight (48) hours prior to the scheduled hireback, the duty commander will review the logbook and determine by seniority those eligible for hireback. He shall notify those officers in writing or verbally of their selection. The duty commander will note in the logbook the selection and date of notification(s).

(C) In the event a senior ranking officer is not available to be hired back, when needed, a sergeant may be hired back to fill that vacancy, by seniority as determined by Civil Service date of rank.

(D) In the event an officer scheduled for hireback is unable to appear, he shall notify the duty commander twenty-four (24) hours prior to the scheduled time of hireback. The duty commander may poll the on-duty officers on the watch to determine if any of those officers desire to work hireback to fill that vacancy, and if so, the selection shall be made by seniority. In the event an officer is scheduled to work hireback and he is delayed on a late call from his regular duty tour, the hireback shall commence as scheduled. Officers who are scheduled to work hireback, but who fail to appear and fail to provide twenty-four (24) hours notification on two (2) occasions within a three (3) month period shall be denied hireback for a period of three (3) months from the last non-appearance occasion.

(E) Any special hireback needs, such as stake-outs, parades, etc., shall be so identified on the bulletin board postings. On a detail hireback, when five (5) or more patrol officers are hired back, at least one (1) sergeant shall be hired back for supervision purposes. Hireback shall first be offered to the most senior sergeants on the basis of time in grade. A detail hireback is defined as a hireback assignment in

which patrol officers are needed to perform duties related to a specific task as a group; i.e., election commission hireback, and First Night Springfield.

(F) Records of hireback hours shall be kept current and be returned to the officers within five (5) working days.

(G) Officers scheduled to work hireback who do so on a day in which they are scheduled and in fact do work a regular duty tour, shall be restricted to working hireback at half shift increments. Officers who are scheduled to work hireback who are on a regular day off or accrued vacation, compensatory, personal day or schedule adjustment day off may work the hireback in full shift increments. The intent of this Section is to provide for the safety and protection of the officer and public by restricting work hours to one and one-half work shifts.

(H) Officers working hireback are allowed one (1) fifteen (15) minute coffee break during the hireback, however, if working hireback on a regular tour of duty of eight (8) or eight and one-half (8 1/2) hours or more, they shall be allowed a regular lunch period.

(I) Officers shall have the option to receive either paid overtime or compensatory time at the rate of time and one-half (1.5) for all hours of hireback worked.

(J) Meal credits shall not be applicable in hireback situations.

(K) The Criminal Investigations Division will maintain their own hireback logbook in accordance with these same guidelines.

(L) The parties agree that changes made in Section 7.4 during the 1986-1987 negotiations were not intended to modify the current practice for administering hireback except in regards to the provision concerning denial of hireback. All hireback shall be offered on the basis of seniority.

(M) Notwithstanding the above, officers earning overtime when participating in Honor Guard activities shall receive payment only in the form of an award of compensatory time.

(N) Notwithstanding the foregoing, when overtime work is to be paid from a grant, the officer will only receive overtime pay, not compensatory time.

7.5 Court Time

An officer appearing in Court shall receive for such appearance not less than two (2) hours at the overtime rate, payment to be in cash or compensatory time at the officer's option. Time spent in Court in excess of one-half (1/2) hour shall be paid at the applicable overtime rate in addition to the guaranteed minimum. An officer shall receive no more than one (1) guaranteed minimum for morning court appearances on any given day (regardless of the number of morning court appearances) and no more than one (1) guaranteed minimum for afternoon court appearances on any given day (regardless of the number of afternoon court appearances).

7.6 Compensatory Time

Officers may accumulate up to one hundred seventy five (175) hours of compensatory time. Any excess over one hundred twenty-five (125) hours shall be paid for in cash on the second regular paycheck following the conclusion of the applicable quarter. (Officers may effectuate a separate check by payroll deducting a specified dollar amount via direct deposit, as long as the payroll system has the technical capability.)

Compensatory time must be used in increments of no less than 15 minutes, subject to the approval of the supervisor.

7.7 Temporary Assignment Pay

(A) No officer shall be assigned temporarily to a position carrying a higher pay for any period in excess of thirty (30) consecutive calendar days, without receiving the additional pay and clothing allowance allowed that position. Such additional pay and allowance shall be paid retroactive to the first day of such temporary assignment which has continued in excess of thirty (30) consecutive calendar days.

(B) Plainclothes Detail: This thirty (30) day limitation shall not apply to officers temporarily assigned to a plainclothes detail for a specific assignment where it is not intended that the officer perform duties normally assigned to the Criminal Investigations Division. These “plainclothes” details shall be for active, on-going criminal investigations where the preponderance of the work to be performed is in the field, such as stakeouts and special patrols. In such cases, the time limits shall be extended from thirty (30) days to sixty (60) days. In the event that the Employer desires to extend such assignments beyond the sixty (60) day time limit, representatives of the Employer shall meet with the President of the PBPA or his designee and one other Executive Board member to attempt to mutually agree to such extension. No such extension shall exceed thirty (30) days and there shall be no more than three consecutive extensions of any assignment.

7.8 Exchanging Shifts or Working in Lieu of Another Officer

The Employer shall grant the request of any two (2) officers except officers who are on a leave of absence or are working a light duty assignment to exchange full shifts or full days off, or for one officer to work a full shift in lieu of another provided they are in the same division and of the same rank, and provided seventy-two (72) hours' advance notice is given. Such notice requirement may be waived by the duty commander where extenuating circumstances exist. This requirement that the officers be in the same division shall not apply where the shift or assignment to be worked is in the Field Operations Division and the officer who is to work has prior experience in that Division. The Department reserves the right to limit such exchanges to a maximum of eighteen (18) shifts per calendar year per officer. One exchange shall be charged to an officer on each occasion when he has another officer work a shift for him. The substituting officer shall be responsible for failing to work as agreed. No exchange will be allowed if the same would result in an officer working a double shift or not having at least one day off in a seven (7) day period. If overtime compensation or other premium pay is generated as a result of the actual hours worked, the officer who physically worked the hour(s) shall receive the overtime pay.

7.9 Shift Differential

Officers who are regularly assigned to a work shift which begins at 2:30 p.m. or later shall receive a shift differential of 20¢ per hour for all hours worked. Officers who are regularly assigned to a work shift which begins at 6:30 p.m. or later shall receive a shift differential of 25¢ per hour. Officers who are regularly assigned to a work shift which begins at 10:30 p.m. or later shall receive a shift differential of 30¢ per hour for all hours worked. The shift differential shall only be paid for time actually worked, and shall not be applied to any time off.

7.10 Blood Bank Release Time

Officers who voluntarily donate blood to the Springfield Community Blood Center may, with prior approval of the duty commander or immediate supervisor, be allowed release time not to exceed thirty (30) minutes. Upon completion of this activity and release by blood bank personnel, the officer will resume his regular duties.

7.11 Compulsory Medical Exam Pay

When an officer is ordered or compelled by the Employer to have any medical examination or treatment, the officer shall receive any overtime compensation that results, at the applicable rate, to be paid in compensatory time or cash, at the officer's option.

7.12 Overtime Selection Process

Whenever overtime work is necessary on the individual work shift(s), the senior officer(s) currently working or scheduled to work the next shift will be offered the work assignment. Such assignments shall be filled by holding an officer(s) over from the preceding shift, or by calling in an officer(s) early from the subsequent shift. All decisions in this regard shall be on the basis of seniority as defined in Section 10.1.

7.13 Promotional Examinations

Subject to legitimate operational needs, officers shall be allowed to change days off, shifts, split shifts, or exchange work shifts in order to participate in promotional examinations and processes.

7.14 Canine Kennel Time

The parties acknowledge that it is the right and option of the Employer to provide housing for all dogs owned by the City at kennels or otherwise at their discretion, and that it is the desire of the police officers assigned as canine handlers to exercise their voluntary option to house dogs at their homes, as per established procedure, for their convenience and the maintenance of a relationship with their respective dogs. The Parties agree that on the average it takes one (1) hour per day for an officer to properly care for his/her canine partner.

Therefore, the Employer agrees to allow the officer to utilize the last hour of paid duty time for kennel time on regular work days. Each quarter, the Employer will tabulate the number of all other days for each canine officer and provide compensation for kennel time on those days at the rate of one (1) hour per each regular day off at 1.5 times, such compensation to be added to the officer's compensatory time bank. This tabulation and compensation shall be prorated for each month the canine officer is actually or regularly engaged in canine handling and/or assignment to a dog.

7.15 Field Training Officer Compensation

(A) Police Officers serving as Field Training Officers should receive additional compensation on days when in fact they are involved in the actual training of a new recruit officer.

(B) In order for Field Training Officers to be eligible for the additional compensation the following criteria must be met:

1. The Field Training Officer would have a recruit officer assigned for a majority of the day.
2. The officer must be serving as a Field Training Officer and complete Daily Observation

Forms (DOR's).

3. The Field Training Officer would receive two (2) hours compensation, per day, at straight rate in comp time.

4. The Field Training Officer will not receive the above compensation on any day that he is not performing direct FTO duties; ie: vacation day, sick day, training day, personal day, or day assigned to another division other than the Field Operations Division.

5. At the end of each month, an overtime slip will be prepared for each FTO and submitted to the payroll section for data entry through the normal overtime process.

7.16 Field Training Detective Compensation

(A) Police Officers serving as Field Training Detectives should receive additional compensation on days when in fact they are involved in the actual training of a probationary Detective.

(B) In order for Field Training Detectives to be eligible for the additional compensation the following criteria must be met:

1. The Field Training Detective would have a probationary Detective assigned for the majority of the day.

2. The Detective serving as a Field Training Detective must complete Daily Observation Forms (DOR's).

3. The Field Training Detective would receive two (2) hours compensation, per day, at straight rate in compensatory time.

4. The Field Training Detective will not receive the above compensation on any day that he is not performing direct FTD duties; ie: vacation day, sick day, training day, personal day, or day assigned to another division other than the Criminal Investigations Division.

5. At the end of each month, an overtime slip will be prepared for each FTD and submitted to the payroll section for data entry through the normal overtime process.