

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 Employees of this bargaining unit shall work a scheduled seven (7) day work period unless assigned to a twelve (12) hour day, fourteen (14) day work period. The fourteen (14) day work period shall be in accordance with Section 7(k) of the Fair Labor Standards Act. There shall be no less than two officers on duty at any time, including the Assistant Police Chief and the Police Chief, so long as the department makes a good faith effort to find an off-duty officer willing to fill the vacancy, or in situations where an officer is only off duty for a short period of time.

- 6.2 Employee preference shall be considered in determining the work schedule assignments, but operational necessity shall be the overriding factor. Activities such, as but not limited to, special events, training and special assignments may necessitate changes in work schedules and/or work hours.

- 6.3 The work period, allowing consecutive days off, shall be:
 - A. Composed of an average forty (40) hours per week and either:
 - 1. Five (5) consecutive eight (8) hour days or
 - 2. Four (4) consecutive ten (10) hour days

 - B. The twelve (12) hour day is to be used with the fourteen (14) day work period. The fourteen (14) day work period schedule shall be composed of three (3) days worked, three (3) days off, four (4) days worked, four (4) days off. There will be two (2) shifts, Day and Night. Each shift will be composed of two (2) squads, for a total of four (4) squads, A, B, C, & D.

FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU
12	12	12	X	X	X	12	12	12	12	X	X	X	X

- C. Inclusive in the eight (8) hour or ten (10) hour day will be a thirty (30) minute paid lunch and two fifteen (15) minute breaks for all employees. Inclusive in the twelve (12) hour day will be a thirty (30) minute paid lunch and three ten (10) minute breaks for all employees. It is understood that employees will respond to service needs during lunch and breaks.

- 6.4 The Employer will establish and maintain a continuous twelve-month work schedule. Any changes to the schedule shall be by mutual agreement between the employee and the Employer: provided, however, that to accommodate operational convenience or necessity, the Employer may change the schedule for one or more employees upon seven (7) days prior written notice. In the event of illness, emergency, or any other unforeseen circumstance, the employee may be required to adjust his or her schedule to complement operational necessity of the Department with less than seven (7) days notice. In the event a unilateral change is made by the Employer because of operational convenience or necessity, the Employer will compensate the employee for extra hours worked in the work

week in which the change is made in accordance with this Agreement. No employee shall be required to work more than five (5) consecutive days for a five (5) day eight (8) hour shift or four (4) consecutive days for a four (4) day ten (10) hour shift or a twelve (12) hour/day shift in accordance with Article 6.3. The University must allow at least two (2) consecutive days off without charge to the employee's leave banks, unless agreed upon by both parties.

- 6.5 The rotation of employees assigned to Patrol Section shall occur on the first Friday of September for Fall Semester, the first Friday of January for Spring Semester and the first Friday of May for Summer Semester. Annual rotation shall begin on the first Friday of September. No employee shall be required to work more than five (5) consecutive days during the shift rotation period. The University must allow at least two (2) consecutive days off without charge to the employee's leave banks, unless agreed upon by both parties.
- 6.6 Shifts and individual positions therein, shall be bid upon by the employees according to seniority as defined within this agreement. The schedule shall be maintained and posted by the Patrol Sergeants. Shifts shall be posted two full rotations in advance and will not be changed, except as allowed in 6.2 above.
- 6.7 Shift preference, changes and trading in shift assignment may be granted to any employee who has requested, in writing, special consideration for their circumstances. Written requests shall be approved or disapproved by the Employer. In the event that two employees wish to trade shifts, both employees must submit written requests for consideration. Approval of such requests shall consider adequate shift coverage in addition to the employees' desires. Patrol employees are expected to work one rotation of each shift every two (2) years.
- 6.8 Employees who wish to enroll in University classes shall have the opportunity to request, in writing, an overlap period, either at the beginning and/or the end of a semester or session as needed, to allow the employee to fully participate in their class(es) and perform their required duties. Consideration or approval of such requests shall insure that:
 - A. Shift coverage will not be jeopardized to a level that compromises the safety of others.
 - B. The employee has met the requirements of 6.6.
- 6.9 Any employee who is called back to work once he or she has left the campus and outside of his or her normally scheduled shift shall receive a minimum of two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at the rate of time and one-half. This section shall not apply to a shift holdover for unanticipated work at the conclusion of the officer's normal shift. An employee on Standby status called to return to work does not qualify for Callback pay.
- 6.10 For employees covered under this Agreement, the seven-day week shall begin at 2100 hours Thursday and end at 2059 hours the following Thursday. The fourteen (14) day work week shall begin at 2100 hours Thursday and end at 2059 hours the second Thursday from that date.

- 6.11 Employees who work more than their regularly scheduled day may request the extra hours off during that workweek. Such requests may be approved/disapproved consistent with operating requirements at the sole discretion of the Police Chief.
- 6.12 Overtime. Overtime shall be paid at the rate of one and one half (1 ½) times the employee's regular rate of pay for any time worked in excess of their regularly scheduled work shift or work period. Overtime shall be earned at a minimum of three (3) hours pay for each prescheduled outside funding overtime assignment that is cancelled after the officer has arrived at the work location. For the purposes of computing overtime, time off in pay status shall be considered as time worked.
- 6.13 Compensatory time shall be earned at a rate of one and one half hours for each hour of work for which overtime compensation is required.

Employees shall be offered the choice of either payment by cash or compensatory time for overtime compensation, except service center overtime shall be paid in cash only. Employees will normally be allowed to take off such accrued compensatory time when requested unless the time off would unduly disrupt Department operations as determined by the Police Chief or designee.

Accumulated compensatory time for each employee shall not exceed two hundred forty (240) hours. Any additional overtime must be paid in cash.

All employees shall deplete all of their accrued compensatory time prior to the end of each biennium, or shall be paid for the unused portion.

Accrued compensatory time may be cashed in at the employees' discretion.

- 6.14 Management shall attempt to distribute pre-scheduled overtime equally and fairly, consistent with operating requirements and in consideration of individual employee desires.
- 6.15 Schedules for rest periods and meal breaks shall be as approved by the Shift Supervisor.
- 6.16 When two (2) or more officers are on duty, a minimum of one officer shall remain on active duty status during rest and meal break periods.
- 6.17 Days off shall be consecutive unless mutually agreed upon by the employee and the employer.
- 6.18 Employees shall be provided a minimum of ten (10) hours off between scheduled shifts and training, unless a shorter time is agreed upon by both parties.
- 6.19 Officers shall receive expense reimbursement on the same basis as other University employees and in accordance with the policies of the Office of Financial Management.
- 6.20 **Scheduled Court/Student Conduct Hearing Assignments:** When employees are required to appear in Court/Student Conduct Hearings during off duty hours as a result of their law enforcement duties for WSU, they shall receive a minimum of two (2) hours pay at the applicable rate unless:

- A. The Court/Student Conduct hearing assignment is contiguous with the officer's regularly scheduled shift, starting or ending. When the assignment is contiguous with the officer's regularly scheduled shift, the officer shall receive the applicable rate for all hours of the required assignment with no minimum.
- B. The Court/Student Conduct hearing assignment falls during the officer's regularly scheduled shift. When the assignment falls during the officer's regularly scheduled shift, the assignment shall be considered part of the regular workday.