

ARTICLE 18

SHIFT INFORMATION

PART A. SHIFT DEFINITION AND DIFFERENTIAL

Section 1.

An afternoon shift is one which is regularly scheduled to begin at or after 2 p.m., but before 8 p.m. A night shift is one which is regularly scheduled to begin at or after 8 p.m., but before 5 a.m. A day shift is one which begins at or after 5 a.m., but before 2 p.m.

Section 2.

A premium of 5% above straight-time rates shall be paid for all straight time hours worked between 5:00 p.m. and 5:00 a.m. and for all hours worked during regularly scheduled afternoon and night shifts. When the supervisor agrees to a schedule change requested by the employee when the day shift extends beyond 5:00 P.M., no shift differential will be paid.

Section 3.

Shift differential premium of 5% of overtime rates will be paid for overtime hours worked between 5:00 p.m. and 5:00 a.m. or as an extension of regularly-scheduled afternoon and night shifts.

Section 4.

Shift differential premium will not be paid for leave time used.

Section 5.

All other fringe benefits will be based on straight-time rate of pay for the class involved.

Section 6.

Work requiring reassignment of employees from day shift or pass day to afternoon or night shifts will be paid shift premium as in the case of regularly assigned afternoon and night shifts.

Section 7.

Hourly rates for shift differential premium payment will be rounded to the

nearest cent.

PART B. UNIFORM SERVICES BUREAU SHIFT ROTATION

Section 1. Shift Rotation.

- a. After the Employer has established staffing requirements and a shift rotation frequency for a work unit, employees at the work unit may by majority vote adopt a different shift rotation frequency that satisfies the Employer's staffing requirements. Election procedures shall be established by the Association.
- b. If the employees approve a different shift rotation frequency the Employer shall implement that shift rotation for one year, unless the Employer's staffing requirements change within the one-year period. If the Employer's staffing requirements materially change, employees may again exercise the option specified in subsection a. above.
- c. One year from the date of the implementation of an applicable rotation option, and annually thereafter, the employees shall be given the opportunity to change the rotation option by another vote.

Section 2. Shift Bidding.

- a. The Employer will permit employees who have more than one year of seniority to indicate a preference for shift assignments, or relief shifts with each shift rotation at posts where the shift rotation is longer than twenty-eight (28) days. If more than one employee within a classification is to be assigned to a shift, the employer may establish different starting times within the shift, and the employees will be permitted to indicate a preference for available starting times by seniority. This preference will be honored except as provided in Article 19, Section 2(a) or for good cause shown.
- b. Employees will normally be scheduled by seniority, except where operational requirements (including but not limited to: court appearances, training, special details, special qualifications or training, affirmative assistance, and Canine Handlers) require the presence of a particular employee on a given shift. If the same work site establishes more than one shift length within a classification, the length of the shift to which an employee is assigned will be determined by seniority bid.
- c. In the event the Employer determines the need to assign an employee from one shift to another, the Employer shall first seek a volunteer. If there are not sufficient volunteers, employees shall be reassigned in order of lowest seniority (time in service for troopers and time in rank for sergeants) on the shift from which employees are to be reassigned.

PART C. SHIFT TRADE

Section 1.

By mutual agreement between the involved employees and the commanding officer of the post, section or unit of assignment, employees may trade posted work days and/or pass days. Approval for such trade shall be granted by the commanding officer except for good cause shown.

Section 2.

An employee who feels that the commanding officer's refusal to permit a trade was not for good cause may only appeal the refusal to the next level of supervision.

Section 3.

Nothing in this Article shall permit an employee to trade posted work days or pass days for the purpose of achieving any premium or overtime pay.

PART D. ALTERNATIVE SCHEDULE REQUESTS

Section 1. Definition.

When used in this agreement, the term "alternative schedule" means a biweekly work schedule of 80 hours or more that consists of no more than nine workdays, each of which is at least eight hours, but not more than twelve hours, in duration.

Section 2. Mutual Commitment.

During the negotiations for the 2002-05 agreement, the parties made a mutual commitment to experiment with and expand the use of alternative schedules.

Section 3. Procedure and Application.

Employees within each classification at a worksite may, by majority vote, request an alternative schedule if:

1. Alternative schedules would not result in increased costs to Management;

2. The provisions of the attached working agreement (See Appendix B) are satisfied for the duration of the alternative schedules; and
3. There is no adverse impact on the level of service.

Management shall respond in writing as soon as practicable to requests to institute or terminate alternative schedules for employees at a worksite. Whenever a request is denied, management's response shall include rationale. Any alternative schedule agreements that are approved may be reviewed by Management at least annually. Approval shall not be unreasonably withheld.

Failure to implement or the termination of alternative schedules at a worksite shall not be subject to the grievance procedure, although the Association may request a Special Conference under the provisions of Article 6. Special Conferences requested for this purpose shall not be charged against the four (4) per calendar year limit established by Article 6, Section 3.

The preceding paragraph notwithstanding, failure or refusal of the Employer to implement alternative schedules for non-specialist USB employees at posts or teams as described in this part is in fact grievable following a special conference.

Upon receiving a request for alternative schedules from USB employees within a classification at a post or team that meets the criteria noted above, the Employer will adopt or prepare biweekly work schedules for each classification that has requested alternative schedules such that at least twenty five percent (25%) of the employees within the classification are scheduled for an alternative work schedule. The Employer may exclude "voluntary" specialists (e.g., canine handlers, DARE officers, youth services officers, aircraft pilots, etc.) from the provisions of this paragraph.

In the event that the alternative schedules adopted or prepared by the Employer utilize 12-hour workdays, the Employer will provide for at least one-fifth (20%) of the affected employees within the classification at the post or team to work 10-hour and/or 8-hour workday schedules except to any extent the Employer is willing to accommodate more employees who desire 12-hour workday scheduling.

Except as provided in the preceding paragraph for 12-hour workday schedules, nothing shall compel or prevent the Employer from accommodating employees who desire to remain on 8-hour workday schedules in a classification where the majority of employees have requested alternative schedules. Likewise, the Employer is neither compelled nor prevented from accommodating employees who desire alternative schedules in a classification where the majority of employees have not requested alternative schedules. All schedules provided, however, shall be assigned by seniority bid as provided in Part B of this article.

Alternative schedules shall be implemented at posts or teams, or terminated

at any worksite, as soon as practicable following a request, but management is not obligated to implement or terminate alternative schedules if the alternative schedules for that classification at that worksite were implemented or terminated as result of a prior request in the preceding six months.

Nothing in this part precludes alternative schedules for specialists, employees outside of the Uniformed Services Bureau or USB employees that are not assigned to posts or teams. These employees shall continue to be governed by the applicable provisions of Article 19.