

ARTICLE 19

SCHEDULING, OVERTIME, AND COMPENSATORY TIME

Section 1. Office of the Director, Administrative and Information Services Bureau, Forensic Science Division, Criminal Investigation Divisions, and Field Detective Division Employees.

Scheduling for Gaming Section employees in the Southeastern Criminal Investigation Division shall be governed by the provisions of Letter of Understanding #69, dated April 2, 2002.

These employees shall work an eighty (80) hour biweekly pay period, with the following scheduling, recall, and overtime provisions:

- a. **Scheduling.** The Employer shall post a biweekly work schedule seventy-two (72) hours prior to the start of the pay period. The Employer may make changes to the posted schedule up to forty-eight (48) hours prior to the start of the pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The schedule shall consist of either a four (4) 10-hour continuous day or a five (5) 8-hour continuous day (excluding lunch period where applicable) schedule per week. The Employer, with the consent of a majority of the employees within the effected classification at a worksite, may also adopt an alternative schedule that may include, at the Employer's discretion, any combination of 8-hour, 9-hour, 10-hour, and/or 12-hour days such that one or more employee's schedule consists of 80 hours or more per biweekly pay period. A State Police Trooper 10 and E11 shall be considered the same classification for purposes of alternative work scheduling. The Employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:
 - (1) The Employer may alter the starting time of the work shift up to one (1) hour earlier or later once per pay period when work requires it.
 - (2) In cases of emergency (disasters, major crimes, mobilizations).
 - (3) With concurrence of the employee(s) involved.
- b. **Overtime.** The Employer may require employees to work overtime. When this occurs, employees shall be paid the overtime rate established by this Agreement. All overtime must receive prior approval of the

Employer.

Section 2. Continuous Field Operations.

Employees not covered by Section 1 shall work an eighty (80) hour biweekly pay period.

a. **Scheduling.** The Employer shall post a biweekly work schedule seventy-two (72) hours prior to the start of the pay period. The Employer may make changes to the posted schedule up to forty-eight (48) hours prior to the start of the pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The schedule shall consist of either an eight (8) 10-hour day or a ten (10) 8-hour schedule per pay period. The Employer, with the consent of a majority of the employees within the affected classification at a worksite, may also adopt an alternative schedule that may include, at the employer's discretion, any combination of 8-hour, 10-hour, and/or 12-hour days such that the schedule consists of 80 hours or more per biweekly pay period. Nothing contained herein prevents the scheduling of some employees at a work site to 10 hour days or other alternative schedules while other employees at the same location are scheduled for 8 hour days, subject to the shift rotation and bidding provisions of Article 18, Part B. The Employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:

- (1) The Employer may alter the starting time of the work shift up to one (1) hour earlier or later once per pay period when work requires it.
- (2) In cases of emergency (disasters, major crimes, mobilizations).
- (3) With concurrence of the employee(s).

b. **Overtime.** Overtime work may be required by the Employer and the employee shall receive compensation after eighty (80) hours of straight time work and/or leave credits have been reached in the pay period or after eight (8) hours in a 24-hour period, commencing at the start of a shift, at the overtime rate established by this Agreement, except as part of any employee approved scheduled shift rotation hereafter adopted pursuant to Article 18, Part B, Section 2, of this Agreement.

For an employee working an alternative schedule, scheduled hours that are worked after the first 8 hours of each regularly scheduled shift or workday will not be counted when

determining the extent, if any, to which the employee has worked more than 8 hours in a 24-hour period.

The Employer may schedule an employee to work up to two (2) eight (8) hour work shifts in a twenty-four (24) hour period, preceding or following training, without the requirement to pay overtime, if the employee is a voluntary participant in a Department sponsored training program. Troopers accepted for voluntary programs (dog handlers, E.S. team, divers) or for training by virtue of their requests to participate in posted training opportunities shall be considered volunteers. This provision shall not exempt the Department from responsibility for payment of overtime for all hours worked in excess of eighty (80) hours in a pay period as provided in Section 4(a).*

*See Appendix C for clarification of appropriate compensation for Departmental Canine Handlers.

Section 3. Overtime.

- a. Overtime at one and one half (1½) times the employee's regular hourly rate will be paid for all authorized hours worked, including paid leave time, in excess of eighty (80) hours during a pay period, or in excess of the scheduled or agreed upon hours in a work day. When overtime is accrued as a continuation of a regularly scheduled afternoon or midnight shift, shift differential shall be paid in addition to overtime for the hours worked pursuant to Article 18, Part A, of this Agreement.
- b. Overtime payment shall not be pyramided with holiday pay or other premium pay as set forth elsewhere in this Agreement. This provision shall not be construed to be inconsistent with the other provisions permitting compensatory time.
- c. Scheduled overtime shall be distributed among the employees of the work unit at the same classification on an equal basis.* An employee who declines to work, with the Employer's approval, shall be counted as having worked in determining this equal share, except when scheduled overtime occurs during an employee's vacation. However, the Employer shall not be obligated to offer the overtime to an employee during a scheduled vacation period. Management shall maintain records of overtime worked by the employees and shall start a new record every October 1st. Employees who have an alternative work schedule for regularly scheduled work in excess of 80 hours per biweekly shall not have these additional hours recorded or considered for the purposes of scheduled overtime distribution. This Section shall be subject to the Grievance Procedure.

*See Appendix D for clarification of scheduled overtime distribution.

- d. Posted schedules will not be changed without the payment of overtime except where provided by this Agreement. If an employee is notified at least twelve (12) hours prior to a posted work shift of a schedule change in that shift, the employee will only be entitled to work the rescheduled work hours and not the originally posted work hours.

If an employee is given less than twelve (12) hours advance notice of a schedule change, the employee may be required to work the rescheduled work hours and the employee will be given the option of working the originally posted work hours. However, if the employee's schedule is changed without at least twelve (12) hours advance notice, the employee may not be allowed to work the originally posted work hours if it would cause the employee to work more than sixteen (16) hours in any 24-hour period. Hours worked outside of the posted work schedule shall be payable at one and one-half (1½) the employee's straight time rate of pay, except upon mutual agreement of the Employer.

- e. The provisions of subsections 2b and 3a of this article providing for overtime payment after 80 hours per pay period notwithstanding, an employee who is working certain types of alternative schedules that call for regularly scheduled work in excess of 80 hours per biweekly pay period (e.g., seven 12-hour workdays) may be paid at the straight-time rate for up to 84 regularly scheduled hours per biweekly pay period. Shift differential, when applicable, is also applied to these hours.
- f. When an employee who is scheduled for more than 80 hours as described in paragraph e, above, is on approved annual leave, utilizing compensatory time or absent due to illness or injury or other reason under Article 31, Part A, up to four regularly scheduled hours in excess of 80 shall be uncompensated with no reduction in the employee's leave or compensatory time credits. Examples may be enumerated in a letter of understanding.

Section 4. Pass Days.

Unless otherwise agreed to between the Employer and the affected employee(s), the Employer shall schedule at least two (2) pass days consecutively, and pass days shall be scheduled on a weekend at least once every four weeks.

Section 5.

The biweekly pay periods as they existed on January 1, 1980, shall continue. Employees shall, except in emergencies, be paid within two (2) weeks of the completion of a biweekly pay period.

Section 6. Compensatory Time.

- a. The employee, with the approval of the Employer, may elect to receive compensatory time in lieu of overtime. Conversely, the Employer, with the approval of the employee, may assign employees to work for compensatory time. All compensatory time must receive prior approval of the Employer.
- b. Compensatory time shall be accumulated at the rate of one-and-one half times the actual hours worked. Employees may not accumulate more than one hundred twenty (120) hours of compensatory time. Time in excess of the one hundred twenty (120) hours compensatory time maximum accumulation shall be paid at the overtime rate.
- c. When practicable, compensatory time shall be taken off within the same pay period or as soon thereafter as practicable and compensatory time shall be used by mutual agreement of the employee and the Employer. Whenever the employee has accumulated more than one hundred twenty (120) hours of compensatory time, the employee shall use the excess hours before annual leave except where an employee at the annual leave cap would thereby lose annual leave.
- d. Subject to the limitation in Section 7(b) above, unused compensatory time credits of an employee who resigns, retires, or is dismissed shall be paid at the employee's current hourly base rate, or at the average base rate received during the last three years, whichever is higher. A maximum of eighty (80) hours of unused compensatory time paid at the time of retirement shall be included in final average compensation.
- e. An employee who is to be appointed to an enlisted position outside of the bargaining unit shall be paid for unused compensatory time credits in excess of 80 hours at the employee's most recent hourly base rate within the bargaining unit, or at the average base rate received during the last three years, whichever is higher. A maximum of 80 hours of unused compensatory time can be retained by this employee.