

ARTICLE 15 **WORK SCHEDULE**

Section 1: Employee shifts shall start at 0730 hours and end at 0730 hours the following morning. There shall be three (3) shifts: “A”, “B”, and “C”. Each shift will work in a rotation of 24 hours on duty and 48 hours off duty. The shift rotation schedule shall not be subject to change, except as indicated in Article 3 Section 2, (Emergency Conditions)

Section 2: The Employer retains the right to adjust work schedules provided that no work schedule shall be adjusted arbitrarily or capriciously prior to making such change. The Employer shall provide the Union with not less than thirty (30) calendar days’ notice; otherwise, specified in Article 3.

Section 3: Overtime

When the District has reason to believe that there will be an overtime situation, the District will decide what qualifications are needed for the overtime. Selecting employees for overtime work shall be based upon lists maintained by the Division Chiefs. The Division Chief will try to fill any known overtime openings by 1930 hours the night before the beginning of the shift requiring the overtime.

A: Voluntary Overtime:

The Division Chief shall maintain an “Overtime List” indicating employees overtime hours earned in that fiscal year. The practice of voluntary overtime shall be as follows:

1. Voluntary overtime shall be selected from a voluntary list where the person with the lowest hours who is qualified to fill the position is selected first. In the event that two personnel are tied for the lowest hours then the senior of those two shall be selected. Personnel shall be able to volunteer for overtime at any time.

B: Mandatory Overtime:

The Division Chief shall maintain an “Overtime List” indicating employees overtime hours earned in that fiscal year. The practice of mandatory overtime shall be as follows:

1. Mandatory overtime shall be selected from a mandatory list where the person with the lowest hours who is qualified to fill the position is selected first. In the event that two personnel are tied for the lowest hours then the junior of those two shall be selected. Employees may arrange for another qualified employee to cover the overtime.
2. Employees who are scheduled for vacation on their next scheduled duty day shall not be placed on mandatory overtime during the two (2) days directly preceding, or after their previously scheduled time off (vacation or floating holiday).

Section 4: Employees may exchange duty time under the following conditions:

- A. The employee exchanging duty must be approved by the Division Chief. Approval will only be denied for valid operational issues and they shall be documented to the persons requesting the swap.
- B. Exchanges may require similar skills in the discretion of the Division Chief. Similar skills are identified as Driver Engineer, Lieutenant, Division Chief, Paramedic, and EMT.
- C. All exchanges shall be in accordance with FLSA; there shall be no restriction concerning the crossing of FLSA periods.
- D. No employee shall be permitted to work more than 72 consecutive hours inclusive of all swaps, overtime and regular hours unless an emergency situation exists. Employees will have a minimum of twelve (12) hours off duty prior to and/or after a 72 hour shift.
- E. The employee working the exchange time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- F. If the employee agreeing to loan or fill in time is sick, their sick leave account will be charged (regular sick leave) for the time.
- G. The employee agreeing to fill in for another employee is obligated to remain on duty in the absence of the employee with whom the exchange is made.
- H. Time exchange may not be less than one (1) hour. Employer shall meet with

the Union to bargain acceptable changes in the exchange practice.

Section 5: Call Back

- A. An employee called in to duty at a time independent of their regular scheduled shift shall receive a minimum of four (4) hours' compensation at the overtime rate. An employee called in prior to the beginning of or held over at the end of their regular shift shall receive compensation at the overtime rate for all hours worked as long as the overtime period is connected to the regular scheduled hours.
- B. Special Assignments (Other than Vehicle Staffing): a bargaining unit employee (at their discretion) may be scheduled for duty at a time independent of their regularly scheduled shift, for activities such as meetings, special events or teaching of employees. The employee shall receive a minimum of one (1) hour's compensation at the overtime rate or the actual time worked whichever is greater.

Section 6: Shift Transfers

- A. When an employee is reassigned to another shift, a grace period of one shift will be granted, and a minimum of five (5) calendar day's notice of such change will be given, in writing, to the employee. In the event of an emergency, the requirement of notice under this part shall be waived, however, such authority shall not be exercised in an arbitrary or capricious manner.
- B. When Employer must transfer an employee to another shift to maintain staffing levels or as a result of new program start-up, it will be done at the discretion of the Division Chief, however seniority shall be considered.
- C. The District shall honor any previously scheduled vacation time for the employee's new scheduled work days.

Section 7: Fair Labor Standards and Payroll Periods

Employer has established a twenty-one (21) day work cycle for the purposes of FLSA. The twenty-one (21) day cycle will begin on Saturday at 0730 and end on the third subsequent Saturday at 0730. Paychecks will be issued bi-weekly based on a

fourteen (14) day pay cycle which begins at 0730 on Monday and ends at 0730 on the second following Monday. Each year, Employer will post a list of the pay periods and the FLSA periods at each of the Stations.

Section 8: Overtime

Should employees be required to work more than one hundred fifty-nine (159) hours in any twenty-one (21) consecutive day work period, all time in excess of 159 hours shall be considered overtime work and will be compensated at the overtime rate of 1½ times regular rate of pay. Employees who are required to work mandatory overtime shall also be paid at the overtime rate of 1½ times regular rate of pay. Employees who work additional hours while on swap will not have those swap hours considered in the calculation of overtime during that period.