

MEMORANDUM OF AGREEMENT

By and Between

New York State Police Investigators Association

and

New York State, Division of State Police

This Agreement, by and between the New York State Police Investigators Association (“NYSPIA”) and the New York State, Division of State Police (“Division”).

WHEREAS, the State of New York (“State”) and the New York State Police Investigators Association (“NYSPIA”) are parties to a collective bargaining agreement for the bargaining unit consisting of those employees of the Division in the Bureau of Criminal Investigation (“BCI”) in the assignment of Senior Investigator, Investigator and Investigative Specialist with a stated term of April 1, 1999 through March 31, 2003 (“1999-2003 CBA”); an Interest Arbitration Summary of Award (PERB Case No. IA 2004-002) for the period April 1, 2003 through March 31, 2005 (“2003-2005 IA Award”); an Interest Arbitration Summary of Award (PERB Case No. IA 2004-30) and an Addendum to the Interest Arbitration Summary of Award for the period April 1, 2005 through March 31, 2007 (“2005-2007 IA Award”); an Interest Arbitration Award (PERB Case No. IA 2004-02/IA 2004-30) for the period April 1, 2003 through March 31, 2007 (“2003-2007 IA Award”); a Memorandum of Agreement, dated November 6, 2008, with a stated term of April 1, 2007 through March 31, 2011 (“2007-2011 MOA”); a Memorandum of Agreement dated June 2, 2016, with a stated term of April 1, 2011 through March 31, 2018 (“2011-2018 MOA”); a Memorandum of Agreement, dated June 12, 2019, for the period April 1, 2018 through March 31, 2023 (“2018-2023 MOA”); a Memorandum of Agreement, dated May 4, 2021, regarding

observance of Juneteenth; and a Memorandum of Agreement, dated November 21, 2019, regarding Article 19.12 – Transfers to Special Investigations Unit (collectively “Collective Bargaining Agreement”); and

WHEREAS, NYSPIA and Division are parties to a Memorandum of Agreement dated April 6, 2023 that extended and modified the terms of a pilot program implementing a ten (10) hour workday schedule in designated backrooms for a trial period (“4/6/23 Pilot MOA”); and

WHEREAS, the parties have met and discussed extending the duration of the pilot program and implementing the pilot program statewide. As a result, the parties have agreed to certain terms and conditions modifying and extending the pilot program; and by this Memorandum of Agreement have reduced that agreement to writing; and

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, it is hereby agreed as follows:

1. The parties will participate in a pilot program that will implement a ten hour workday schedule statewide with a limited number of NYSPIA bargaining unit members remaining on an eight hour workday schedule for a trial period (“Pilot”). By means of this Pilot, the parties shall determine, through experience and evaluation, whether a ten hour workday schedule with a limited number of NYSPIA bargaining unit members remaining on an eight hour schedule is a preferred alternative to the current scheduling system. The parties will use their best efforts to ensure the success of the Pilot and, toward that end, the parties will in good faith attempt to expeditiously identify, discuss and resolve problems that arise during the course of the Pilot.

2. The Pilot shall begin on November 23, 2023, on which date the existing schedule shall continue/convert to a ten hour workday schedule statewide with a limited number of NYSPIA bargaining unit members remaining on an eight (8) hour workday schedule (hereinafter referred to as the "Schedule") for the participating Members as identified in paragraph 3.
3. The Schedule and the terms of this Agreement shall apply statewide to Senior Investigators and Investigators assigned to a backroom.
4. The Pilot shall continue for a period of six 28 day schedules from the date it is implemented. At the end of the term of the Pilot, the parties have the option to:
 - a. By mutual agreement to extend, and if agreed to modify, the Pilot for a period of an additional six 28 day schedules or any other agreed upon period; or
 - b. If either party shall so elect, to end the Pilot and return to the existing scheduling system, at which point the provisions of this Agreement shall become null and void.

In the event that the parties agree to extend the Pilot, the terms of this Agreement, except as modified by mutual agreement, shall continue to apply to those Members working under the Schedule.

5. For the term of the Pilot the Article 12 which is annexed hereto, made a part hereto and incorporated by reference as **Exhibit "1"** shall apply to NYSPIA bargaining unit members participating in the Pilot and, for these participating members only, shall replace the existing Article 12 contained in the Collective Bargaining Agreement.

6. The implementation of this Pilot is not intended to diminish or impair the existing rights of the parties under Article 15 of the Collective Bargaining Agreement.
7. NYSPIA and Division will establish a joint committee consisting of representatives from both parties that will meet at least once per month during the life of the Pilot to discuss and evaluate the Pilot, to share relevant information concerning its implementation and operation and to address any problems encountered and, if mutually agreed upon, modify this Agreement.
8. Except as modified or superseded herein, the provisions of the Collective Bargaining Agreement shall continue in effect for the Pilot.
9. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Facsimile or other electronically-transmitted signatures on this Agreement shall be deemed to have the same force and effect as original signatures. A photocopy, facsimile, portable document format, or other such copy of this Agreement shall be deemed an original for all purposes.

Dated: 11/1/2023

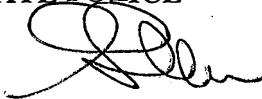
**NEW YORK STATE POLICE INVESTIGATORS
ASSOCIATION**



By: Timothy M. Dymond, President

Dated: 11/1, 2023

**STATE OF NEW YORK, DIVISION OF
STATE POLICE**



By: _____
Col. George Nohai,
Deputy Superintendent

EXHIBIT “1”

ARTICLE 12
Hours and Overtime

12.1 The 207-k exemption to the Fair Labor Standards Act shall be implemented to reflect that bargaining unit members shall work/be credited with 168 hours of work per 28-day work period prior to overtime being incurred. The basic workweek for bargaining unit members shall be 40 hours per week from Thursday through Wednesday.

12.2 During the term of this Pilot, bargaining unit members assigned to a backroom (for purposes of the Pilot, the Troop NYC Confidential Squad shall be considered a backroom) shall work a ten (10) hour schedule and be subject to the ten (10) hour schedule rules set forth herein. However, Senior Investigators and a limited number of Investigators will be allowed to elect to work an eight (8) hour schedule pursuant to the terms and procedures set forth herein and be subject to the eight (8) hour schedule rules set forth herein.

12.3 By mutual agreement of the parties, certain permanent assignments may be placed on an eight (8) hour work schedule and be subject to the eight (8) work schedule rules set forth below.

12.4 A bargaining unit member working the ten (10) hour schedule may be temporarily assigned to the eight (8) hour schedule and vice versa based upon a change in their assignment (i.e., training or Academy assignment) or due to an operational need caused by another bargaining unit member being on approved leave, to staff occasions where large crowds shall assemble or due to an unforeseen circumstance(s) or event(s) that calls for immediate police action. Any temporary change in schedule other than one required by a change in a bargaining unit member's assignment (i.e., training or Academy assignment) shall be bid voluntarily by seniority and if there are no volunteers, then mandated by reverse seniority.

12.5 Bargaining unit members working the ten (10) hour schedule who are temporarily assigned to an eight (8) hour schedule for a period that consists of one or more full 28-day work schedules will be subject to the eight (8) hour schedule rules set forth herein during the period of assignment. Bargaining unit members working the eight (8) hour schedule who are temporarily assigned to a ten (10) hour work schedule for a period that consists of one or more full 28-day work schedules will use the ten (10) hour schedule rules during the period of assignment. Bargaining unit members who are temporarily assigned to either an eight (8) hour work schedule or a ten (10) hour work schedule for a period that is less than one full 28-day work schedule will continue to follow the rules of their permanent work schedule.

Bargaining unit members working a combination of eight (8) and ten (10) hour tours of duty in the same workweek may, due to the switch in schedule, be scheduled to work or be credited with less than forty (40) hours of work during that workweek. In order to ensure that a bargaining unit member will not lose any hours of work as a result of the switch in schedule, they will either work or be credited with ten (10) hours of work on each day that they were assigned to the eight (8) hour work schedule.

10 hour and 8 hour schedule

12.6 NYSPIA bargaining unit members assigned as backroom Investigators will work a ten (10) hour work schedule. Upon implementation of this Pilot, up to forty (40) Investigators will be allowed to elect to work an eight (8) hour schedule. The process for the bidding of the forty (40) eight (8) hour slots shall be as set forth in Article 12.7.

12.7 Up to ten percent (10%) of the authorized backroom Investigator staffing of a Troop will be allowed to elect, by seniority, to work an eight (8) hour schedule. When determining the number of members allowed to elect an eight (8) hour schedule under the ten percent policy, a fraction of a percentage of .4 or less shall be rounded down to the next whole number and .5 or more shall be rounded up to the next whole number. In the event that the Troop bidding process results in less than forty (40) Investigators selecting to work an eight (8) hour schedule, any remaining eight (8) hour schedule slots will be bid statewide, by seniority. The Division may exercise its discretion to exceed the forty (40) (eight) (8) hour Investigator limit in special circumstances.

12.8 All Investigators assigned to or transferring into a backroom subsequent to September 27, 2023 shall work a ten (10) hour schedule and shall not be eligible to bid to work an 8-hour schedule.

12.9 Only those Investigators who elect to work an eight (8) hour schedule during the initial bidding process set forth in Articles 12.7 above shall be eligible to work an eight (8) hour schedule during this Pilot. Absent mutual agreement by NYSPIA and Division, all other Investigators shall work a ten (10) hour schedule. If an Investigator working an eight (8) hour schedule voluntarily transfers to another SP installation, they will be placed on a ten (10) hour schedule.

12.10 Each Senior Investigator assigned to a backroom will elect to work an eight (8) hour schedule or a ten (10) hour schedule for the term of the Pilot. However, any bargaining member promoted to Senior Investigator after November 23, 2023 will work a ten (10) hour schedule. If a Senior Investigator working an eight (8) hour schedule voluntarily transfers to another SP installation, they will work a ten (10) hour schedule.

12.11 By mutual agreement of NYSPIA and Division, any NYSPIA bargaining unit member assigned to a backroom may be placed on an eight (8) hour or ten (10) hour schedule for any agreed upon duration.

10 hour schedule

12.12 Bargaining unit members shall be scheduled to work forty (40) hours per week in accordance with the scheduling template annexed hereto, made a part hereof and incorporated herein by reference as **Exhibit "A"**. Bargaining unit members shall be scheduled for a three (3) day pass of either Friday, Saturday, Sunday or Saturday, Sunday, Monday a minimum of

three (3) of the four (4) weeks of each twenty-eight (28) day work period. A bargaining unit member's pass days may, however, be changed on a temporary basis due to staff occasions where large crowds shall assemble or due to an unforeseen circumstance(s) or unforeseen event(s) that calls for prompt and immediate police action. A bargaining unit member's pass days may also be changed on a temporary basis due to an operational need caused by another bargaining unit member being on approved leave. All changes in a bargaining unit member's pass days must also be in compliance with all provisions of this Agreement.

12.13 The ten (10) hour tours of duty shall start between 6 am – 10 am for the B tour and 11 am – 3 pm for the C tour. The starting times of such duty tours shall not be changed without consent of the employee(s) affected, except in an emergency. For purposes of this section, an emergency will be defined as unforeseen circumstances or unforeseen events that call for prompt and immediate action on the part of the New York State Police.

12.14 All work schedules should be prepared and posted twenty-one (21) days in advance of the start of the schedule and must be approved as final at least fourteen (14) days before the expiration of the then current work schedule.

12.15 The denominator for the overtime calculation shall be 2086 hours.

12.16 All bargaining unit members shall be compensated at the overtime rate for all hours worked or credited as work in excess of 168 hours in a 28-day work period.

12.17 For purposes of this Article, "court" shall be defined as an appearance by a NYSPIA bargaining unit member in their official capacity in court or in an administrative proceeding. This shall not include an appearance by a NYSPIA bargaining unit member in a proceeding brought by or on behalf of a NYSPIA bargaining unit member or the collective bargaining representative unless the NYSPIA bargaining unit member is required to appear on behalf of the State and/or the Division.

12.18 Payment of overtime compensation shall be made by the close of the second biweekly payroll period following the period during which the overtime is earned. With the exception of recall and any program/detail with an established minimum, overtime is earned only at the end of the 28-day work schedule period.

12.19 Members shall not be scheduled to work in excess of twelve (12) hours in any one tour of duty.

12.20 Time during which a Member is excused from work because of vacation, personal leave, sick leave at full pay, military leave at full pay, or other leave at full pay shall be considered time worked for the purpose of computing overtime. Members shall be credited with eight (8) hours of work every 28-day work period in lieu of days off for holidays/additional pass days, which shall be considered time worked for the purpose of computing overtime.

12.21 A Member who is an off-duty status and is directed to remain at or report to a designated location, including, but not limited to, the Member's residence, to await further

orders shall be considered to be on-duty while awaiting such further orders.

12.22 There shall be no change in the present method of work scheduling, or the number of days or hours worked per year, except as necessary to guarantee each Member a work schedule with a total of 156 days off each year – the equivalent of three days off per week. Nothing contained in this paragraph, however, shall be considered to require that a Member be granted time off when the Member is required to work at a time or on a day the Member was scheduled to be off and is compensated for such work at one and one-half times the Member's hourly rate of pay.

12.23 One meal period not to exceed one-half hour shall be included in each regular tour of duty.

12.24 RECALL

- A. Recall shall be defined as any time a Member has signed out of duty and is subsequently notified to report for duty prior to the start of his/her next scheduled duty tour.
- B. Any overtime earned pursuant to Recall shall be referred to herein as Recall Overtime. Recall Overtime is not time credited toward the 168 hours of work in that 28-day work schedule and is overtime earned upon completion of the work assignment.
- C. Except as provided in Paragraph D, Members who are recalled to duty pursuant to Paragraph A shall receive Recall Overtime as an automatic minimum four (4) hour overtime payment. If the Member works more than four (4) hours, he/she shall be paid Recall Overtime for the total amount of time worked.
- D. If the Recall Overtime extends into the next regularly scheduled duty tour of a member, that Member shall only be entitled to an automatic overtime payment for the time between the start of the recall to duty and the start of the scheduled tour.
- E. With the exception of Recall, court, or any other program/detail with established minimums, Members who are called in or ordered to work outside their regular work schedule shall be credited with a minimum of four (4) hours of work in that 28-day work schedule. However, instances where Members work additional hours contiguous to a shift shall not result in a minimum credit of four (4) hours of work and only the actual hours worked will be credited as hours of work.

12.25 There shall be no "make work" as related to Recall, or any programs/details with established minimums.

12.26 No Member's duty tour shall be rescheduled for the purpose of avoiding the payment of overtime, unless the Member has been notified of such change 48 hours in advance of the time when the rescheduled duty tour is to begin. This provision shall not prevent the Division from reverting to an original schedule upon cessation of the operational need for which schedule changes have been made. However, in no case shall a Member have their duty

tour rescheduled for the purpose of avoiding the payment of overtime for an appearance by that Member in court.

12.27 A bargaining unit member will be considered to have worked a minimum of three (3) hours of overtime each time the bargaining unit member is scheduled and authorized to return and returns to duty for the purpose of making an appearance in court where the time when the bargaining unit member signs off duty from the court appearance does not attach to the bargaining unit member's next regularly scheduled tour of duty. For purposes of pre-shift court, a bargaining unit member will be considered to have worked a minimum of three (3) hours of overtime each time the bargaining unit member is scheduled and authorized to return and returns to duty to work for the purpose of making an appearance in court where the time when the bargaining unit member signs off duty from the court appearance does not attach to the bargaining unit member's next regularly scheduled tour of duty (e.g., a bargaining unit member is scheduled to begin their regular tour of duty at 7:00 p.m. The bargaining unit member returns to duty to attend a scheduled court appearance at 5:00 p.m. If the bargaining unit member completes the court appearance and signs out of duty prior to 7:00 p.m. then they shall be entitled to the three (3) hour overtime minimum for that court appearance. However, if the court appearance runs into the bargaining unit member's next regularly scheduled tour of duty, then the bargaining unit member would only be entitled to two (2) hours of overtime for the time between when they signed in for the court appearance (5:00 p.m.) and the starting time of their regular tour of duty (7:00 p.m.)

12.28 Bargaining unit members working Recall, court or any other programs/details with established minimums will receive the established minimum overtime payments specific to Recall, court and each program/detail with an established minimum as an automatic overtime payment which is earned upon completion of the work assignment, but these hours shall not be credited towards the 168 hours of work in a 28-day work schedule.

12.29 A Member required to attend court while on vacation will, if court is scheduled during the Member's normal scheduled tour at that time, have the option of returning to duty for the full day or return to duty only for the period of court time and return to vacation status for the balance. If the former option is selected, the Member will report to the Member's station for any time the Member is not in court. A Member who attends court while on vacation will, if court is scheduled at a time other than during that Member's normally scheduled tour, be paid at the overtime rate.

12.30 Members shall not be scheduled to work successive duty tours without a minimum of 8 hours off between tours.

12.31 Bargaining unit members shall be eligible for an overtime meal allowance of \$5.00 in accordance with the provisions of the Rules and Regulations of the Comptroller.

12.32 A Member who is suspended without pay shall serve his/her suspension on his/her permanent schedule and the suspension shall be served in full calendar day increments. For each regularly scheduled day of work while on suspension, a Member shall lose 10 hours of work toward 168 hours of work in a 28-day period and 8 hours of pay. Hours spent on suspension without pay, will not count toward the 168 hours that are necessary before a

Member beings to earn overtime in each 28-day work schedule.

12.33 Nothing in this Article shall prevent Members from mutually agreeing to exchange hours of work with other Members in the same title doing the same type of work at the same location pursuant to the following conditions:

- A. Appropriate prior approval has been obtained; and
- B. For the purpose of computing overtime, all hours worked pursuant to this section shall be considered as hours worked by the Member originally scheduled to work such hours; and
- C. The Member actually performing the hours worked in exchange waives any consideration of such hours for overtime compensation; and
- D. The Members acknowledge that the exchange of hours is voluntary and that no employer obligation is incurred; and
- E. Such exchanges shall not be approved if they will result in a Member working 16 consecutive hours.

12.34 Members required to work short swings shall be compensated at the rate of Thirty Dollars (\$30.00) per occurrence. Members shall be paid short swing pay when there are eight (8) hours or less between the scheduled end time of a Member's tour of duty and the start time of the next scheduled tour of duty.

8 hour schedule

12.35 Bargaining unit members who elect to work an eight (8) hour schedule pursuant to the procedures set forth herein or who, by mutual agreement of the parties are placed on an eight (8) hour work schedule shall be subject to the eight (8) hour work schedule rules set forth herein.

12.36 All work schedules should be prepared and posted twenty-one (21) days in advance of the start of the schedule and must be approved as final at least fourteen (14) days before the expiration of the then current work schedule.

12.37 The denominator for the overtime calculation shall be 2086 hours.

12.38 All bargaining unit members shall be compensated at the overtime rate for all credited hours of work in excess of 168 hours in a 28-day work period.

12.39 For purposes of this Article, "court" shall be defined as an appearance by a NYSPIA bargaining unit member in their official capacity in court or an administrative proceeding. It shall not include an appearance by a NYSPIA bargaining unit member in a proceeding brought by or on behalf of a NYSPIA bargaining unit member or the collective bargaining representative unless the NYSPIA bargaining unit member is required to appear on behalf of

the State and/or the Division.

12.40 Payment of overtime compensation shall be made by the close of the second biweekly payroll period following the period during which the overtime is earned. With the exception of recall and any program/detail with an established minimum, overtime is earned only at the end of the 28-day work schedule period.

12.41 Members shall not be scheduled to work in excess of twelve (12) hours in any one tour of duty.

12.42 Time during which a Member is excused from work because of vacation, holidays, the additional pass day each 28-day work schedule (commonly referred to as additional pass days in lieu of holidays and/or 3 day pass), personal leave, sick leave at full pay, military leave at full pay, or other leave at full pay shall be considered time worked for the purpose of computing overtime.

12.43 A Member who is an off-duty status and is directed to remain at or report to a designated location, including, but not limited to, the Member's residence, to await further orders shall be considered to be on-duty while awaiting such further orders.

12.44 There shall be no change in the present method of work scheduling, or the number of days or hours worked per year, except as necessary to guarantee each Member a work schedule with a total of 116 days off each year – the equivalent of two days off per week plus 12 days off for holidays. Nothing contained in this paragraph, however, shall be considered to require that a Member be granted time off when the Member is required to work at a time or on a day the Member was scheduled to be off and is compensated for such work at one and one-half times the Member's hourly rate of pay.

12.45 One meal period not to exceed one-half hour shall be included in each regular tour of duty except that a one-half hour meal period shall be excluded from the tour of duty worked by Members who are assigned to and work solely in an administrative capacity and on a non-rotating duty tour scheduled at:

- (A) Division Headquarters, to include the following working outside Building 22:
 - SP Academy
 - Computer Crimes Unit (CCU)
 - Forensic Investigative Support Services (FISS)
 - Gaming Detail
 - Special Investigations Unit (SIU) and
 - CNET Administrative personnel.

- (B) Troop Headquarters, if they do not consume meals at the installation.

12.46 RECALL

- A. Recall shall be defined as any time a Member has signed out of duty and is subsequently notified to report for duty prior to the start of his/her next scheduled duty tour.
- B. Any overtime earned pursuant to Recall shall be referred to herein as Recall Overtime. Recall Overtime is not time credited toward the 168 hours of work in that 28-day work schedule and is overtime earned upon completion of the work assignment.
- C. Except as provided in Paragraph D, Members who are recalled to duty pursuant to Paragraph A shall receive Recall Overtime as an automatic minimum three (3) hour overtime payment. If the Member works more than three (3) hours, he/she shall be paid Recall Overtime for the total amount of time worked.
- D. If the Recall Overtime extends into the next regularly scheduled duty tour of a member, that Member shall only be entitled to an automatic overtime payment for the time between the start of the recall to duty and the start of the scheduled tour.
- E. With the exception of Recall, court, or any other program/detail with established minimums, Members who are called in or ordered to work outside their regular work schedule shall:
 - 1. Absent emergency conditions, if the bargaining unit member receives less than seventy-two (72) hours notice that he/she is being called in or ordered to work, or if his/her flex time is exhausted, he/she shall receive credit of a minimum of three (3) hours of work in that 28-day schedule.
 - 2. Instances are described in paragraph 12.46.E.1. above which result in a bargaining unit member working additional hours contiguous to a shift will not result in a minimum credit of three (3) hours of work and flex time shall be used unless already exhausted.
 - 3. Absent a suspension without pay or time spent on leave at less than full pay status that prevents the bargaining unit member from being credited with 160 hours of work in that 28-day work schedule, the time as credited in paragraph 12.46.E.1. shall be paid as overtime at the end of the 28-day work schedule. Time credited pursuant to paragraph 12.46.E.1. above shall not be flex time. Nothing herein shall prevent the Division from scheduling a bargaining unit member for eight (8) hours of flex time in each 28-day work schedule.
 - 4. Bargaining unit members who are scheduled to work on a pass day with at least seventy-two (72) hours notice or in the event of an emergency shall follow the flex rules as articles in Article 12.52.

12.47 There shall be no "make work" as related to Recall, or any programs/details with established minimums.

12.48 No Member's duty tour shall be rescheduled for the purpose of avoiding the payment of overtime, unless the Member has been notified of such change 48 hours in advance of the time when the rescheduled duty tour is to begin. This provision shall not prevent the Division from reverting to an original schedule upon cessation of the operational need for which schedule changes have been made. However, in no case shall a Member have their duty tour rescheduled for the purpose of avoiding the payment of overtime for an appearance by that Member in court.

12.49 A bargaining unit member will be considered to have worked a minimum of three (3) hours of overtime each time the bargaining unit member is scheduled and authorized to return and returns to duty for the purpose of making an appearance in court where the time when the bargaining unit member signs off duty from the court appearance does not attach to the bargaining unit member's next regularly scheduled tour of duty. For purposes of pre-shift court, a bargaining unit member will be considered to have worked a minimum of three (3) hours of overtime each time the bargaining unit member is scheduled and authorized to return and returns to duty to work for the purpose of making an appearance in court where the time when the bargaining unit member signs off duty from the court appearance does not attach to the bargaining unit member's next regularly scheduled tour of duty (e.g., a bargaining unit member is scheduled to begin their regular tour of duty at 7:00 p.m. The bargaining unit member returns to duty to attend a scheduled court appearance at 5:00 p.m. If the bargaining unit member completes the court appearance and signs out of duty prior to 7:00 p.m. then they shall be entitled to the three (3) hour overtime minimum for that court appearance. However, if the court appearance runs into the bargaining unit member's next regularly scheduled tour of duty, then the bargaining unit member would only be entitled to two (2) hours of overtime for the time between when they signed in for the court appearance (5:00 p.m.) and the starting time of their regular tour of duty (7:00 p.m.).

12.50 A Member required to attend court while on vacation will, if court is scheduled during the Member's normal scheduled tour at that time, have the option of returning to duty for the full day or return to duty only for the period of court time and return to vacation status for the balance. If the former option is selected, the Member will report to the Member's station for any time the Member is not in court. A Member who attends court while on vacation will, if court is scheduled at a time other than during that Member's normally scheduled tour, be paid at the overtime rate.

12.51 Flex time will not be used for any overtime for Recall, court or any programs/details with established minimums. A Member working Recall, court or any program/detail with an established minimum will receive the established minimum overtime payments specific to Recall, court and each program/detail with an established minimum as an automatic overtime payment which is earned upon completion of the work assignment, but these hours shall not be credited towards the 168 hours of work in a 28-day work schedule.

12.52 However, Division shall only use flex time if operational needs require the work and not simply to take advantage of its ability to use flex time. Division recognizes that time off is a quality of life issue and, therefore, shall avoid routinely scheduling Members to work when they would normally be off duty.

Division reserves the right to schedule Members in the field or Division Headquarters for legitimate investigative or operational assignments outside a Member's normal duties should a specific need or mission present itself. Members should not routinely or permanently be assigned to tasks outside their normal duties unless operational needs exist. BCI supervisors will be expected to take into consideration local scheduling needs when they allocate flex time.

Regarding the usage of flex time, absent an emergency circumstance, bargaining unit members shall be afforded seventy-two (72) hours notice when assigned to work on a pass day. When a bargaining unit member works flex hours on a pass day, the pass day will be returned to the bargaining unit member within 90 days, and only actual hours worked will be counted as flex hours. However, when a bargaining unit member works a combination of flex and overtime hours on a pass day, the pass day will not be returned to the bargaining unit member if he/she works 6 hours or more of overtime on that day. When a bargaining unit member works flex hours on a pass day and fewer than 6 hours of overtime on that day, that day shall not count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.10 above. Upon return of the pass day to the bargaining unit member as set forth above, the rescheduled pass day shall count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.10 above but those hours will be credited as hours of work within the 28-day work schedule in which the pass day is rescheduled.

12.53 Members shall not be scheduled to work successive duty tours without a minimum of 8 hours off between tours.

12.54 Bargaining unit members shall be eligible for an overtime meal allowance of \$5.00 in accordance with the provisions of the Rules and Regulations of the Comptroller. A bargaining unit member will be entitled to an overtime meal when working flex time if qualified pursuant to Division Directive # 03-07 dated September 29, 2003.

12.55 Bargaining unit members who are suspended without pay shall be suspended in full calendar day increments. However, time spent on suspension without pay, will not count towards the 168 hours of work that are necessary before a bargaining unit member begins to earn overtime in each 28-day work schedule.

12.56 Nothing in this Article shall prevent Members from mutually agreeing to exchange hours of work with other Members in the same title doing the same type of work at the same location pursuant to the following conditions:

- A. Appropriate prior approval has been obtained; and
- B. For the purpose of computing overtime, all hours worked pursuant to this section shall be considered as hours worked by the Member originally scheduled to work such hours; and
- C. The Member actually performing the hours worked in exchange waives any consideration of such hours for overtime compensation; and

- D. The Members acknowledge that the exchange of hours is voluntary and that no employer obligation is incurred; and
- E. Such exchanges shall not be approved if they will result in a Member working 16 consecutive hours.

12.57 Effective September 1, 2016, Members required to work short swings shall be compensated at the rate of Thirty Dollars (\$30.00) per occurrence. Members shall be paid short swing pay when there are eight (8) hours or less between the scheduled end time of a Member's tour of duty and the start time of the next scheduled tour of duty.

For example, a Member is scheduled to work a C tour (3 p.m.-11 p.m.) with his/her next scheduled tour being a B tour (9 a.m.-5 p.m.). The Member works until 2 a.m. due to an unforeseen circumstance. That Member would not be entitled to be paid short swing pay because his/her C tour of duty was scheduled to end at 11 p.m.

For example, a Member is scheduled to work a B tour (9 a.m.-5 p.m.) with his/her next scheduled tour of duty being an A tour (12 a.m.-8 a.m.) This Member would be entitled to short swing pay since there are less than eight (8) hours between the scheduled end time of his/her tour of duty and the start time of his/her next scheduled tour of duty.

EXHIBIT "A"

EXHIBIT "A"

**WORK AND PASS
10 HOUR WORDAY 28 DAY SCHEDULE
(1 Sr. Investigator and 4 Investigators)**

Senior Investigator

| WEEK | Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|------|----------|--------|----------|--------|--------|---------|-----------|
| 1 | Work | Work | Pass | Pass | Pass | Work | Work |
| 2 | Work | Work | Pass | Pass | Pass | Work | Work |
| 3 | Work | Work | Pass | Pass | Pass | Work | Work |
| 4 | Work | Work | Pass | Pass | Pass | Work | Work |

Investigator 1

| WEEK | Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|------|----------|--------|----------|--------|--------|---------|-----------|
| 1 | Work | Pass | Work | Work | Pass | Pass | Work |
| 2 | Work | Pass | Pass | Pass | Work | Work | Work |
| 3 | Work | Pass | Pass | Pass | Work | Work | Work |
| 4 | Work | Pass | Pass | Pass | Work | Work | Work |

Investigator 2

| WEEK | Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|------|----------|--------|----------|--------|--------|---------|-----------|
| 1 | Work | Pass | Pass | Pass | Work | Work | Work |
| 2 | Work | Pass | Work | Work | Pass | Pass | Work |
| 3 | Work | Pass | Pass | Pass | Work | Work | Work |
| 4 | Work | Pass | Pass | Pass | Work | Work | Work |

Investigator 3

| WEEK | Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|------|----------|--------|----------|--------|--------|---------|-----------|
| 1 | Work | Work | Pass | Pass | Pass | Work | Work |
| 2 | Work | Work | Pass | Pass | Pass | Work | Work |
| 3 | Pass | Pass | Work | Work | Pass | Work | Work |
| 4 | Work | Work | Pass | Pass | Pass | Work | Work |

Investigator 4

| WEEK | Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|------|----------|--------|----------|--------|--------|---------|-----------|
| 1 | Work | Work | Pass | Pass | Pass | Work | Work |
| 2 | Work | Work | Pass | Pass | Pass | Work | Work |
| 3 | Work | Work | Pass | Pass | Pass | Work | Work |
| 4 | Pass | Pass | Work | Work | Pass | Work | Work |

10 Hour Pilot Schedule 5 Investigators

| | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed |
|----------|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|
| Sr. Inv. | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B |
| Inv. 1 | B | OFF | B | B | OFF | OFF | B | B | OFF | OFF | OFF | C | C | C | C | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | C | B | B |
| Inv. 2 | B | OFF | OFF | OFF | C | C | C | C | OFF | B | B | OFF | OFF | B | B | OFF | OFF | OFF | C | B | B | B | OFF | OFF | OFF | B | B | B |
| Inv. 3 | B | B | OFF | OFF | OFF | B | B | B | OFF | OFF | OFF | B | B | OFF | OFF | B | B | OFF | C | C | C | C | OFF | OFF | OFF | B | B | B |
| Inv. 4 | C | C | OFF | OFF | OFF | B | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | OFF | OFF | B | B | OFF | C | C |
| Inv. 5 | B | B | OFF | OFF | OFF | B | B | B | C | OFF | OFF | OFF | B | B | B | C | OFF | OFF | OFF | B | B | B | OFF | OFF | OFF | B | B | B |

10 Hour Pilot Schedule 4 Investigators

| | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | |
|----------|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|---|
| St. Inv. | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | |
| Inv. 1 | B | OFF | B | B | OFF | OFF | B | B | OFF | OFF | OFF | C | C | C | C | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | C | D | B | |
| Inv. 2 | B | OFF | OFF | OFF | C | C | C | C | OFF | B | B | OFF | OFF | B | B | OFF | OFF | OFF | C | B | B | B | OFF | OFF | OFF | B | B | B | |
| Inv. 3 | B | B | OFF | OFF | OFF | B | B | B | C | OFF | OFF | OFF | B | B | OFF | OFF | B | B | OFF | C | C | C | C | OFF | OFF | OFF | B | B | |
| Inv. 4 | C | C | OFF | OFF | OFF | B | B | B | B | OFF | OFF | OFF | B | B | B | C | OFF | OFF | OFF | B | B | B | OFF | OFF | B | B | OFF | C | C |