

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 NYSPIA are parties to various documents which comprise the 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; and

WHEREAS, NYSPIA and Division have met and discussed a Pilot Program implementing an eight (8) hour workday and a ten (10) hour workday in the Forensic Identification Unit ("FIU") and Computer Crimes Unit ("CCU") for a trial period; and

WHEREAS, the parties have agreed to certain terms and conditions implementing 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.

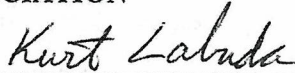
2. The Pilot and the terms of this Agreement shall apply to Senior Investigators and Investigators assigned to a Forensic Identification Unit and Computer Crimes Unit statewide.
3. The Pilot will begin on July 30, 2026 and shall continue for a period of six 28 day schedules from that date. Either party may elect to terminate the Pilot upon written notice given at least 29 days prior to the end of the next 28 day schedule, upon which the pilot shall terminate at the end of next 28 day schedule. 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 Pilot.

4. 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.
5. 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.
6. 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.
7. Except as modified or superseded herein, the provisions of the Collective Bargaining Agreement shall continue in effect for the Pilot.
8. 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: July 6th, 2026

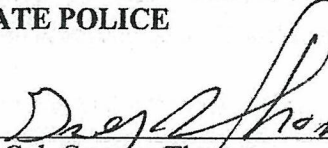
**NEW YORK STATE POLICE INVESTIGATORS
ASSOCIATION**



By: Kurt Labuda, President

Dated: July 06, 2026

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



By: Col. Gregory Thomas,
Deputy Superintendent

EXHIBIT “1”

ARTICLE 12
Hours and Overtime

8 HOUR SCHEDULES AND 10 HOUR SCHEDULES

12.1 The 207-k exemption to the Fair Labor Standards Act shall be implemented to reflect that bargaining unit members shall be available for 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 There shall be three work schedules for bargaining unit members. There shall be an eight (8) hour schedule, an eight (8)/ten (10) hour schedule for bargaining unit members assigned to backrooms (the Troop NYC Confidential Squad shall be considered a backroom) and an eight (8)/ten (10) hour schedule for bargaining unit members assigned to the Computer Crimes Unit and Forensic Identification Unit. 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.

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

12.4 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.

12.5 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.

12.6 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.

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

12.8 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.

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

12.10 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 E, Members working the eight (8) hour schedule 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. Except as provided in Paragraph E, Members working the ten (10) hour schedule 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.
- E. 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.
- F. With the exception of Recall or any other program/detail with established minimums, Members working the eight (8) hour schedule who are called in or ordered to work outside their regular work schedule shall be credited with a minimum of three (3) 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 three (3) hours of work and only the actual hours worked will be credited as hours of work.
- G. With the exception of Recall or any other program/detail with established minimums, Members working the ten (10) hour schedule 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.

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

12.12 Annual Leave. The provisions of Article 13.1 shall continue except that leave credits shall be converted to hours at a rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.13 Personal Leave. The provisions of Article 13.3 shall continue except that leave credits shall be converted to hours at the rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.14 Sick Leave. The provisions of Article 13.2 shall continue except that leave credits shall be converted to hours at the rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.15 Bereavement Leave and Family Sick Leave. For purposes of this Agreement the 30-day maximum allowance for bereavement leave and family sick leave shall be converted to hours, producing a maximum of 240 hours in any one calendar year.

12.16 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 24 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.

12.17 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.

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

12.19 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.

12.20 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.

12.21 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.

BACKROOM WORK SCHEDULE

12.22 Bargaining unit members assigned to a backroom (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.

12.23 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.

12.24 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.

12.25 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.

BACKROOM 10 HOUR AND 8 HOUR SCHEDULES

12.26 NYSPIA bargaining unit members assigned as backroom Investigators will work a ten (10) hour work schedule. However, ten percent (10%) of the statewide authorized backroom Investigator staffing, but not less than forty (40) Investigators, will be allowed to work an eight (8) schedule. If there is an operational need, Division may limit the number of backroom

Investigators assigned to an eight (8) hour shift below forty (40). The process for the bidding of the forty (40) eight (8) hour slots shall be as set forth in Article 12.27.

12.27 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. The bidding process shall be conducted on an annual basis and shall be completed by March 1 of each year. 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.

12.28 Each Senior Investigator assigned to a backroom will elect to work an eight (8) hour schedule or a ten (10) hour schedule. This election shall be made by April 1 of each year.

12.29 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.

BACKROOM 10 HOUR SCHEDULE

12.30 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.

12.31 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.

12.32 Time during which a Member is excused from work because of vacation, holidays, 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.

12.33 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.

12.34 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 begins to earn overtime in each 28-day work schedule.

FORENSIC IDENTIFICATION UNIT AND COMPUTER CRIMES UNIT WORK SCHEDULE

12.35 Bargaining unit members assigned to the Forensic Identification Unit and Computer Crimes Unit 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.

12.36 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.

12.37 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.

12.38 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.

FORENSIC IDENTIFICATION UNIT AND COMPUTER CRIMES UNIT 10 HOUR AND 8 HOUR SCHEDULES

12.39 NYSPIA bargaining unit members assigned to the Forensic Identification Unit and Computer Crimes Unit will work a ten (10) hour work schedule. However, upon request of an Investigator(s) the Senior Investigator may, in their discretion, allow an Investigator(s) to work an eight (8) hour schedule.

12.40 Each Senior Investigator assigned to a backroom Forensic Identification Unit and Computer Crimes Unit will elect to work an eight (8) hour schedule or a ten (10) hour schedule. This election shall be made by April 1 of each year.

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

FORENSIC IDENTIFICATION UNIT AND COMPUTER CRIMES UNIT 10 HOUR SCHEDULE

12.42 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 "B"**. Bargaining unit members shall be scheduled for a three (3) day pass of either Friday, Saturday and Sunday or Saturday, Sunday, and Monday each basic work week. 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.

12.43 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.

12.44 Time during which a Member is excused from work because of vacation, holidays, 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.

12.45 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.

12.46 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 begins to earn overtime in each 28-day work schedule.

**BACKROOM FORENSIC IDENTIFICATION UNIT AND COMPUTER CRIMES UNIT 8-HOUR
SCHEDULE**

12.47 Bargaining unit members assigned to the backroom, Forensic Identification Unit and Computer Crimes Unit 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.

8 HOUR WORK SCHEDULE

12.48 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.

12.49 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.

12.50 Each Member shall be available to work two (2) hours of flex time each basic workweek. If a Member does not work two (2) hours of flex time in a basic workweek, they shall be automatically credited with having worked two (2) hours of flex time in that basic workweek.

12.51 Flex time will not be used for overtime for Recall or any programs/details with established minimums. A Member working Recall or any program/detail with an established minimum will receive the established minimum overtime payments specific to Recall 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 period.

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 the 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 12.49 above. Upon return of the pass day 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 12.49 above but those hours will be credited as hours of work within the 28-day work schedule in which the pass day is scheduled.

12.52 Flex time may be used by Division without prior notice. 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.

12.53 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.

EXHIBIT “A”

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10 Hour Pilot Schedule 41 (Type) (001) 25

Day	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219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EXHIBIT “B”

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
Platoon 1	W	P	P	P	W	W	W
Platoon 2	W	W	P	P	P	W	W