

ARTICLE 13

Hours of Work

Section 1. General Provisions.

A. Work Period. Officers will continue to work a seven-day work period in accordance with past practice, as opposed to other work periods under the Fair Labor Standards Act. A "work period" means a regularly repeating seven day calendar cycle that consists of five, 8 hour or four 10 hour days.

B. Contractual Overtime Provision. By past practice and through this Agreement, the City has established a pay pattern that allows Officers to receive overtime payment in pay or compensatory time for any hours outside of the Officer's regularly scheduled shift or workday. Nothing in the Agreement including Section I(C) below is intended, designed, or will change this practice. The City agrees it will continue to pay Officers for overtime in pay or compensatory time in accordance with this Agreement for any hours outside of the Officer's regularly scheduled shift or workday.

C. FLSA 207k Partial Exemption. The City and the Association agree, that under the federal Fair Labor Standards Act, the City is entitled to the 43-hour exemption from payment of FLSA statutory overtime compensation. This means that the City is not required by federal law to pay overtime to Officers until after the Officer has worked 43 hours in a workweek. Within the context of this Agreement however, the City shall continue to pay all contractual compensation in accordance with Article 8 Maintenance of Standards, and in accordance with Section B above, which is enforceable by the grievance procedure of this Agreement. However, the City retains the right under Article 7, Management Rights, to change any process, accounting procedure, forms, periods, or other aspects of accounting practices if it reasonably determines that such change is necessary to comply with state or federal overtime law. The City and the Association agree that the City shall not be obligated in any FLSA enforcement lawsuit to pay overtime until a 43-hour threshold is reached.

Section 2. Local Government Code Section 142.0015 Override.

Section 142.0015 of the Local Government Code provides among other things, that officers may not be required to work over 40 hours in a week unless an "emergency" has been declared. Texas law, including but not limited to Section 174.006(a) of the Local Government Code, allows the parties to this Agreement to override and change that standard, and the parties expressly agree to override it. Accordingly, the Chief or any supervisor shall continue to be entitled to require work by officers beyond the regularly scheduled shift hours in a day, and over and above the 40 regularly scheduled hours within a seven-day work period. This practice, which the parties agree is both legal and proper without the need for a declaration of "emergency," will continue as a benefit to both the City and the Association, as a contract provision which has

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been continuously in effect under all previous collective bargaining agreements. Any claim for additional wages based upon Section 142.0015 is expressly waived in consideration of the finalization of this agreement.

Section 3. Non-Shift Schedules

Officers who are not subject to shift work, or covered by other provisions of this Agreement, shall work eight (8) consecutive hours except for interruptions for lunch periods. The workday shall conform to those hours set by the City Manager for the other City employees who work regular non-shift work. The hours presently prescribed are from 7:45 a.m. to 4:30 p.m., with forty-five (45) minutes for lunch.

Section 4. Break Periods.

City policy has for some time permitted two fifteen (15) minute coffee and/or rest breaks per day when they can be taken without serious interference with the work at hand. Such breaks are normally taken mid-morning and mid-afternoon for Officers working non-shift, and for shift workers at comparable time during the shift. This policy shall continue to apply to the Department; however, the missing of any coffee and/or rest breaks because of the press of business shall not be grounds for overtime payment or for a grievance.

Notwithstanding this provision for compensation as to lunch, coffee, and/or rest breaks, Officers remain within full coverage and benefits, not limited to life insurance, health insurance, and Texas Workers' Compensation Act, if the Officers are traveling to or from lunch or breaks or during lunch or break time and are performing activities that are in furtherance of the affairs or business of police work. This shall apply unless the activities are specifically excluded by the provisions of the Texas Worker's Compensation Act and the rules of the Texas Workers' Compensation Commission, or are excluded by the standards set forth in Article 36 of this Agreement.

Officers who have by practice worked an eight (8) or ten (10) consecutive hour workday, which included a thirty or forty-five minute lunch break, and are not specifically covered by the sections below will continue to do so.

Section 5. Hours for Certain Patrol Division Units.

The Chief shall implement the below listed 8-hour and 10-hour details for Daylight, Evening, and Dog Watch Shift in accordance with Attachment 1 of this contract. The Implementation Plan is contained in Attachment 1.

For the purpose of this Article, Detail is defined as a subset of a Patrol Shift containing a group of Patrol Officers working the same hours on the same Patrol Shift.

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Patrol Officers working on the Daylight ("A" Shift), Evening ("B" Shift), or Dog Watch ("C" Shift), ~~or on the "T" shift regardless of the assigned Details~~ of the Patrol Division shall work a seven (7) day work period, with daily hours compensated at straight-time according to assignments as follows:

Patrol Officers on the Patrol Daylight "A" Shift shall work from 6:00 a.m. to 2:00 p.m. ~~for Detail 8 or 6:00 a.m. to 4:00 p.m. for Detail 10~~, with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. ~~Supervisors for this shift shall work hours assigned to one of the Detail hour sets and shall report thirty (30) minutes prior to their shift and complete the shift thirty (30) minutes prior to scheduled shift hours. from 5:30 a.m. to 1:30 p.m.~~

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Patrol Officers on the Patrol Evening "B" Shift shall work from 1:00 p.m. to 9:00 p.m. ~~for Detail 8 or 1:00 p.m. to 11:00 p.m. for Detail 10~~, with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work ~~hours assigned to one of the Detail hour sets and shall report thirty (30) minutes prior to their shift and complete the shift thirty (30) minutes prior to scheduled shift hours. from 1:00 p.m. to 9:00 p.m.~~

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Patrol Officers on the Patrol Dog Watch of Night "C" Shift shall work from ~~10:30 p.m. to 6:30 a.m. for Detail 8 or 9:00 p.m. to 7:00 a.m. for Detail 10~~, with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work ~~hours assigned to one of the Detail hour sets and shall report thirty (30) minutes prior to their shift and complete the shift thirty (30) minutes prior to scheduled shift hours. from 10:00 p.m. to 6:00 a.m.~~

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~~Patrol Officers on the Patrol "T" Shift shall work from 5:00 p.m. to 3:00 a.m. with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work from 4:30 p.m. to 2:30 a.m. There shall be an overlapping shift change with one roll call. Patrol T Shift will be removed as a working Patrol Shift after implementation of the 10 hour details.~~

The Downtown Foot/Bicycle Patrol Unit officers shall be assigned to work one of two (2) ten- hour shifts per day, daylight shift 7:30 a.m. to 5:30 p.m. or evening shift 5:30 p.m. until 3:30 a.m., with thirty minutes off for lunch and two fifteen (15) minute coffee breaks.

~~All supervisors assigned to patrol shifts shall report thirty (30) minutes prior to their shift and complete the shift thirty (30) minutes prior to scheduled shift hours with the exception of Bike Patrol.~~

During the creation of the 10 hour details on Patrol Daylight, Evening, and Dog Watch, Officers currently assigned to an 8 hour shift on Patrol wanting to remain on the same shift, hours, and relief days will be allowed to maintain the same shift, hours, and relief days. Officers assigned to Patrol Shifts including T Shift at the time of the creation of the 10 hour Details will be allowed to bid for shift, details, and relief days on Daylight, Evening, and Dogwatch

without a delay in seniority only until the 10-hour Details are fully staffed and T Shift is completely dismantled.

For the purpose of implementation of Details, a committee will be created with at least 2 members appointed by the SAPOA President and at least 2 members appointed by the Chief. The Implementation Committee will work together to create a process of implementation that is most advantageous to the members and Department operations. Any conflicts arising that cannot be resolved within the committee will be presented to the Association President and Chief for resolution.

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If an Officer requests a thirty (30) minute meal break and is denied such request because of press of business a second time within such shift, and as a result thereof requests thirty (30) minutes of compensatory time or pay at straight time, said officer must submit an "incident report" to the Section Sergeant as to the reasons why the officer could not take said meal break. The granting of or the refusal to grant the compensatory time or pay at straight time by the Section Sergeant shall be final and binding on the officer, with no rights of appeal to the Commission and/or grievance and arbitration as provided elsewhere in this Agreement.

The City will continue to compensate Officers who work shifts for the thirty minute lunch, coffee and/or rest breaks; however, the time permitted by this article for those time periods shall in no event constitute time actually worked by an Officer unless that Officer is ordered by a supervisor to resume duties, or obtains supervisory authorization to do so.

Section 6. Hours for Certain Units.

Officers working on the daylight or night shift of CID or who are assigned to positions equivalent to those assigned to CID and who investigate criminal cases, file charges and dispositions, or who work in an undercover capacity shall work a seven (7) day work period with daily hours compensated at straight-time as follows:

- A. Officers below the rank of Lieutenant assigned to the daylight shift in CID or equivalent as described above may work from 7:45 a.m. to 5:45 p.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.
- B. Officers below the rank of Lieutenant assigned to the night shift in CID or equivalent as described above may work from 7:00 p.m. to 5:00 a.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.
- C. Officers above the rank of Sergeant in the units operating under the ten (10) hour work day shall continue to work a tour of duty consisting of eight (8) hours and forty-five (45) minutes, with forty-five (45) minutes for lunch and two fifteen (15) minute coffee breaks, and shall be entitled to Saturday and Sunday as their regularly assigned relief days.

D. All existing schedules for units or Officers not specifically provided for in this Article remain under the discretion of the Chief.

E. Officers subject to the ten (10) hours, four (4) day workweek shall include, but not be limited to, the following or successors in function:

~~Covert Investigations; Digital Forensic Detail; Financial Crimes;~~

~~Homicide; Human Exploitation Unit; Night C.I.D. Detectives;~~

~~Off-Duty Employment; Property Crimes; Homicide~~

~~Robbery; Special Victims Unit; Sex Crimes~~

~~Night C.I.D. Detectives Repeat Offenders Program~~

~~Technical Investigations Detail Financial Crimes~~

~~Vehicle Crimes; Wrecker Service~~

Officers assigned to the above units will continue to work the hours currently prescribed for those units and with lunch and break hours currently provided. It is not the intent of either the City or the Association to delete any unit currently operating under a four (4) day workweek as of the effective date of this Agreement.

Breaks are normally taken midway through the first half and midway through the second half of a tour of duty. The missing of any coffee and/or rest breaks because of the press of business shall not be grounds for overtime payment or for a grievance.

Section 7. Adjustment of Working Hours.

The Chief shall have the right to adjust the working hours, and starting and ending time of any shift, or the units of C.I.D. covered by the ten (10) hour work day provided that such change does not cause an employee to work in excess of an average forty (40) regularly scheduled hours in a work period. In no case shall any changes in starting and ending times of shifts covered by Section 5 and 6 above exceed one hour in each calendar year. The City and the Association agree the availability of 10 hour Patrol Details is beneficial to the health of the members and the operation of the Department. Once the 10 hour Details are created, the 10 hour and 8 hour Details cannot be ended nor can the staffing of Details be significantly depleted outside of contract negotiations as it is a working condition for members. Significantly depleted would include reducing staffing to a number not sufficient to provide adequate shift coverage to respond to emergency calls and provide police services to the community safely, or less than 30% of Patrol positions being assigned to a 10 hour detail. In the event the Chief decides to exercise his/her rights pursuant to this section, he/she shall notify the President of the Association in writing of the anticipated adjustment at least thirty (30) calendar days prior to implementation. The Association shall have fourteen (14) calendar days from the date so notified to submit any comments or objections to the proposed change in writing to the Chief. If objection is expressed by the Association, representatives of the Association and the Chief shall meet to discuss the anticipated adjustment within the next succeeding seven (7) calendar days. This right shall not be subject to

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appeal pursuant to the grievance procedure contained in Article 15 of this Agreement, with the sole exception that the issue of regularly scheduled work in excess of the average forty (40) hours in a workweek may be appealed pursuant to the grievance procedure. Nothing in this section shall be construed in any fashion to limit the Chief's right to establish the working hours of units not covered by Sections 5 and 6.

ATTACHMENT __

10 Hour Details on Patrol Shifts Implementation Plan

Timeline

A 6-month timeline is estimated to implement the adjustment to patrol shifts to include both 8-hour details and 10-hour details on each patrol shift, Daylight (A-Shift), Evening (B-Shift), and Dog Watch (C-Shift).

The Phases of Implementation

The implementation will include four distinct phases:

- I. Initial Advertising and Information Distribution
- II. Identification and Modification of Existing Plans, Policies, Procedures and Programs
- III. Preparation and Logistics of Signup and Transfer
- IV. Evaluation, Adjustments, and Follow-up

The implementation process will be designed to follow all current seniority and transfer rules as outlined in the Collective Bargaining Agreement, and the actual logistics of the process may need to be modified to cover unforeseen issues. Any modifications to this plan will be coordinated between the Office of the Chief and SAPOA utilizing the Implementation Committee. The implementation process outlined above and below per the COSA-SAPOA Collective Bargaining Agreement cannot be grieved when the process occurs utilizing the Implementation Committee.

Phase I. Initial Advertising and Information Distribution

- A. Within 30 days after the effective date of this Collective Bargaining Agreement, distribution of the Implementation Plan will be made to Patrol Supervisors and all Patrol Shifts to educate and inform those who will be affected.
- B. SAPOA Representatives will address roll calls to provide additional information and to answer questions.

Phase II. Identification and Modification of Existing Plans, Policies, Procedures, and Programs

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- A. Review and modify (as needed) the General Manual, Patrol SOP, Vehicle Inventory Listing, Sworn Personnel Deployment Plans, Emergency Response Plans, Information Systems programs, and any other identified sources to reflect the new structure of the Patrol Division.
- B. Chief's Technology Team creates the Duty Codes for the 10-hours details per shift.
- C. Chief's Technology Team adjusts SCHARDS to temporarily allow seniority based on patrol-wide seniority for 8-hour and 10-hour details.

Phase III. Preparation and Logistics of Signup and Transfer

- A. The Sworn Personnel Deployment Detail Supervisor (SPDS) cooperating with the Implementation Committee will establish the number of officers and the relief days to be assigned to the 10-hour details and the relief days & positions to be reallocated from the former 8-hour patrol shifts and former T-shift, provided it meets a minimum staffing as follows:
 - 1. A-Shift 8 hour detail is 70% of the total assigned to A-Shift and A-Shift 10 hour detail is 30% of the total assigned to A-Shift.
 - 2. B-Shift 8 hour detail is 60% of the total assigned to B-Shift and B-Shift 10 hour detail is 40% of the total assigned to B-Shift.
 - 3. C-Shift 8 hour detail is 50% of the total assigned to C-Shift and C-Shift 10 hour detail is 50% of the total assigned to C-Shift.
- B. The SPDS will use SCHARDS to create the 10-hour detail openings including the shift, detail, and relief days. The openings will be advertised to officers prior to the SCHARDS sign-up in the Daily Bulletin.
- C. A notice will be placed in the Department's Daily Bulletin for a period of 2 weeks with the dates of SCHARDS sign-up for the 10-hour details. The sign-up period will last for 2 weeks. The sign-up period will continue to support SCHARDS requests for 8-hour details.
- D. After the sign-up period ends, a seniority list of all officers currently assigned to the Patrol Division on the "A", "B" and "C" shifts and former "T-Shift" who are opting to transfer into the 10-hour detail openings will be generated. This list will be generated based on Patrol-wide seniority. A separate seniority list will be established comprised of officers requesting transfers from outside Patrol Shifts. The seniority list will be created based on patrol-wide seniority during the implementation process. Officers will be assigned according to the following seniority rights:

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1. Officers assigned to any Patrol Shift with the most seniority and requesting assignment
2. Officers assigned to a Patrol Shift awaiting the 6 month seniority reinstatement based on the Officer reinstated soonest
3. Officers assigned outside of Patrol accepted to return to Patrol
4. Probationary Officers, subject to staffing needs and approval by SPDS

E. Once the implementation of 10-hour details is complete, patrol-wide seniority will revert back to shift-wide seniority outlined in Article 12, placing the 8-hour and 10-hour details on the same seniority for each respective "A" "B" and "C" Shifts.

F. SCHARDS will remain in use for openings generated on 8-hour details due to transfers to the 10-hour details. After the sign-up period ends, a seniority list of all officers currently assigned to the Patrol Division on the "A", "B" and "C" shifts and former "T-Shift" who are opting to transfer to the 8-hour details will be generated based on Patrol-wide seniority. A separate seniority list will be established comprised of officers requesting transfers from outside Patrol Shifts. The seniority rights outlined in D above apply. Those Officers assigned to an 8-hour shift prior to sign-up can remain on the shift with the same hours and relief days by not requesting a transfer.

G. Once the number of allocated 10-hour detail positions as per the COSA-SAPOA contract have been filled and assigned, the signup and patrol-wide seniority will cease.

H. A date for a transfer will be set to transfer personnel into openings using SCHARDS, which will reflect the allotted staffing as per COSA-SAPOA contract. Officers will be provided at least 30 calendar days notice prior to the transfer taking effect with the projected transfer list. Discrepancies should be identified and remedied during this period.

I. After Officers requesting transfer from within the Patrol Division have been assigned to 10-hour details, officers outside the Patrol Shifts may be assigned to 10-hour details, followed by any Probationary Officers currently assigned to the Patrol Division.

J. Future SCHARDS transfers may be used to fill openings identified as requiring to be filled on the Patrol "A", "B", or "C" shifts to maintain necessary manpower allocations on the shifts. Any former T-Shift Officer that has not requested a transfer to another shift or did not have seniority for the shift requested will be transferred according to Department need. Remaining openings will be filled by Probationary Officers.

K. Sergeants and Detectives requesting assignment to any Patrol detail will use SCHARDS in the same manner as the officers.

L. The Implementation process outlined above per the COSA-SAPOA contract is not subject to grievance.

Phase IV - Evaluation of 10-hour Detail Implementation Action

- A. An evaluation of the Implementation Plan will occur after the transfer. Future SCHARDS transfers may be used to fill openings identified as requiring to be filled on the Patrol "A", "B", or "C" shifts to maintain necessary staffing allocations on the shifts. The resolution of any unforeseen issues and the planning for any necessary identification and reallocation of probationary officers will then take place after the implementation date.
- B. After the initial transfer, any open relief days within the Patrol Division that do not fit within the relief day model developed by the SPDS and Implementation Committee will be eliminated.
- C. Any filled relief days within the Patrol Division that reflect an overage within the relief day model developed by the SPDS and Implementation Committee prior to the implementation of the 10-hour details will be eliminated as officers vacate those particular relief days via subsequent transfers until the model is achieved.
- D. A Continuous Improvement Process will be employed to review the Implementation Plan. This will identify improvement opportunities, develop new concepts, identify adjustments needed to be made, evaluate actions taken, and identify solutions to problems.
- E. The Implementation Committee and SPDS will use this evaluation to implement solutions and make adjustments necessary to maintain adequate staffing on all shifts and details to respond to emergency calls and provide emergency services to the community safely.