

Legislative #  
180328C

## **ARTICLE 11 HOURS OF WORK**

11.1 The provisions of this Article are intended to provide a basis for determining the basic work period, ~~and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee. The City has the authority to establish shifts and to use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community.~~

### **11.2 BASIC WORK PERIOD**

A. The work period for all employees covered by this Agreement, ~~except as otherwise designated by the Chief of Police or as provided for in 11.2B or in 32.1~~, shall consist of a period of fourteen (14) consecutive days, ~~and the basic work week shall consist of four ten-hour shifts (4x10).~~

B. The work period for Operations personnel who are assigned to Patrol functions within the Operations Bureau, shall consist of a period of twenty-eight (28) consecutive days. Additionally, the basic work schedule shall consist of an 11 hour, 25 minute day.

C. For purposes of this Agreement, a shift means the time during which an employee is on assigned duty. ~~A shift for employees covered by this Agreement will be those prescribed by the Chief of Police or his/her authorized designee.~~ Shift pick will be done by time in rank, and then by overall seniority.

~~D. If there is any change in the normal weekly work schedule of an employee, he/she will receive, when possible, one (1) week prior notification. If there is a change in the normal weekly work schedule of an employee due to a group shift change, the group shall receive at least two (2) weeks prior notification. Members who receive specialty pay may receive shorter notice due to circumstances, in which as much notice as reasonably practicable will be given.~~

### **11.3 EXCHANGE OF HOURS OF WORK**

Upon prior approval by the appropriate managerial employee, an employee may agree with another employee, who is of equal classification, i.e., police officer/corporal for police officer/corporal, sergeant for sergeant, to work in place of said other employee during that employee's scheduled work assignment subject to the following restrictions:

- A. No employee shall be permitted to have another employee substitute for him/her except for periods of short duration and, in no case, in excess of two (2) consecutive work shifts. Further, the exchange of time shall not result in any employee working back-to-back shifts.
- B. The City shall compensate the employee who was scheduled to work in the amount he/she would have earned had he/she worked and shall in no manner be liable for any wages for the hours worked by the substitute employee.
- C. The hours worked by the substitute employee shall not be considered hours worked by or paid for to the substitute employee.
- D. The exchange of time shall not cause the City overtime or premium pay or other inconvenience.
- E. The exchange of time shall be because of the employee's desire or need to attend to personal matters and shall not be used for other outside employment activities.
- F. The request for the exchange of time form will be signed by the appropriate parties in advance of the changed schedule.
- G. An employee who has agreed to substitute for another employee and fails to report for the agreed duty assignment, will be subject to disciplinary action.

### **11.4 LUNCH**

Lunch hours shall be paid as part of the scheduled work day for all sworn employees and shall not be substantially modified unless the union is provided the opportunity to negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.