

ARTICLE 23: WORK WEEK AND OVERTIME

Section 1. Hours of Work.

A. The City shall establish the work week and hours of work best suited to meet the needs of the public. Nothing in this agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. Any roll call briefing will be included as part of regular hours of work.

B. The normal work ~~week period~~ for ~~specialized units and administrative personnel~~ all bargaining unit members will consist of ~~(40.00)~~ eighty-four (84) hours per week pay period.

~~C. The normal work week for personnel assigned to Patrol and K-9 will be eighty-four (84) hours each two week pay period.~~

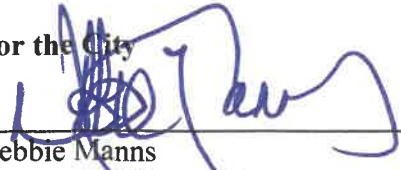
D. All employees will have a designated work schedule/shift with an established starting time and quitting time. The City has the sole discretion to schedule and/or assign hours of work and establish starting and quitting times. Work schedules/shifts will be posted and made known to employees. The City will give fifteen (15) calendar days' notice of changes in schedules/shifts or duty assignments, except in emergency situation as determined by the City.

E. Employees are entitled to a lunch break of 30 minutes during their shift. During this lunch break, the employee will not be given any duties to perform; however, employees will monitor their radios and will be held strictly responsible for the proper performance of their duties. The Department reserves the right at any time to interrupt an officer's lunch break and send him on a call or assign him duties to perform, at which time the officer is directed to immediately proceed and attend to the task assigned to him unless otherwise indicated.

F. The Police Department agrees to continue the current policies concerning rest periods.

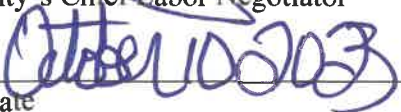
G. The Police Department agrees to continue the current policy concerning notice by employees if they are unable to report for work for any reason.

For the City




Debbie Manns
City's Chief Labor Negotiator

Date



October 10, 2023

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date



10/10/2023

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H. It is strongly recommended that Dispatchers take a paid fifteen (15) minute break and a paid thirty (30) minute meal break during their scheduled shift. It is understood that, in case of emergency, the Dispatcher may be called back into the Communications Center and the break or meal break rescheduled for a later time. The scheduling of such breaks and meal breaks shall be controlled by the employee's supervisor.

Section 2. Overtime.

A. All authorized and approved work performed by personnel assigned to specialized units, administrative personnel ~~in excess of forty (40) hours in any one work week,~~ and by personnel assigned to Patrol in excess of eighty-four (84) hours in any two-week pay period, inclusive of the thirty-minute lunch, shall be considered overtime and shall be paid at the rate of time and one-half the employee's straight time hourly rate of pay pursuant to the Rules and Regulations promulgated by the Wage and Hour Division of the United States Department of Labor. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees shall be required to work overtime when scheduled and assigned.

B. The employer will not alter the normal days off for the purpose of avoiding the payment of overtime. The Chief of Police or his designee may change normal days off when required to cover absences due to vacation (in excess of 40 hours), extended periods of illness, or emergency conditions. The "Flex-Shift" Dispatcher(s) who are affected by the necessary change will be given as much previous notice as is reasonably expected.

C. The City, in its sole discretion, shall schedule and assign overtime. No employee in this bargaining unit is authorized to schedule and assign himself to overtime duty.


D. For purposes of the weekly overtime computation, holidays, sick leave, funeral leave, jury duty leave, and other absences from duty on active pay status shall not be considered as "time worked."


E. Nothing contained in this agreement shall be interpreted as requiring duplication or a pyramiding of premium payments.

For the City


Debbie Manns
City's Chief Labor Negotiator


Date

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George J. Corwine
PBA's Chief Labor Negotiator


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71 F. The City may at any time discontinue paying bargaining unit members overtime
72 compensation pursuant to the FLSA during the period covered by this Collective Bargaining
73 Agreement, any court of competent jurisdiction issues a stay against enforcement of the FLSA
74 as to the state or local governmental units or the Act is overruled as it applies to state and local
75 government units by any court of competent jurisdiction.
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77 Section 3. Recall. Employees who are called to work, at the City's sole discretion, outside
78 their regularly scheduled duty hours shall be paid for the hours worked at the appropriate rate
79 of pay with a minimum of two (2) hours at time and one-half.
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81 Section 4. Court Time.
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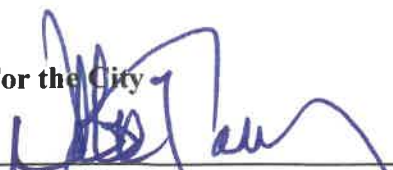
83 A. Court time is an integral part of police work and the parties agree that police
84 officers required to attend court in the performance of their duties should be compensated.
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86 B. In the event court attendance or a judicial hearing is required during scheduled off
87 duty hours; employees shall receive the applicable rate of pay for each hour spent in attendance.
88 The employee will receive overtime compensation only in the event the City is required to pay
89 such under the Rules and Regulations pertaining to police officers promulgated by the Wage
90 and Hour Division of the United States Department of Labor. Reports and record keeping for
91 accurate payments shall be accomplished by completion of the form attached to this article and
92 made a part of this agreement. The department reserves the sole right to change the reporting
93 form if and when circumstances warrant it.
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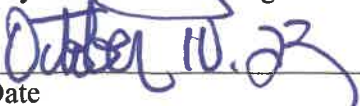
95 C. Time spent in court or a judicial hearing is the actual time required to report as
96 stated on the subpoena or as scheduled continuing until released by the judge or other officer
97 of the court. When an officer is required to respond, under subpoena, he shall receive a
98 minimum of two (2) hours pay. Should said appearance go beyond the two (2) hour minimum,
99 the officer shall be compensated for actual hours spent in attendance.
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101 D. Employees required to be placed on stand-by for court appearances shall be
102 furnished with a pager for the sole purpose of the stand-by status.
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City's Chief Labor Negotiator




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106 Section 5. Off - Duty Police Employment.

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108 A. Employees classified as probationary police officers shall not be considered for
109 off duty police employment until after they have completed the FTO Program and are capable
110 of operating a police unit by his/her self. Police Corporals and Police Sergeants, regardless of
111 probationary status will be allowed to voluntarily submit their name(s) to the Chief of Police
112 or his designee to be considered for off duty police employment.

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114 B. The rates of off-duty work will be reviewed periodically, by the Chief and the
115 PBA representative, in an effort to prevent other agencies from obtaining the off-duty
116 assignments due to their rates being less.

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118 C. When an outside agency contracts with the City to provide police services, over
119 and above services normally provided, employees may volunteer for the assignment or may be
120 assigned by the Police Department.

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122 D. At the City's direction, and solely for the convenience of the off-duty employee
123 police officer and his outside employer, the City may pay the off-duty police officer for work
124 done by him for an outside agency. The rates for such off-duty work may vary with the type
125 and nature of services to be provided the outside agency or employer. At all times, it is
126 understood that while working in an off-duty capacity, the City is not the employer of the Police
127 Officer. Hours worked on off-duty police assignments shall not be considered as time worked
128 for the computation of overtime, vacation or sick leave accruals, or for any other purpose.

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130 E. Any problems in administering the off-duty police employment program, such
131 as assignments, time of assignments, rejections, non-availability or other situations shall be
132 resolved by the Chief of Police or his designee. Problems in connection with this program may
133 be appealed to the Chief of Police but are ineligible to be submitted through the grievance and
134 arbitration procedures.

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136 F. While employed in any off-duty capacity, a Police Officer's conduct in
137 performance of duty must at all times be in compliance with all general orders and rules and
138 regulations of the City of New Port Richey Police Department. All officers performing such
139 duties shall, in turn, assure that the officer's act in a manner consistent with departmental policy
140 and professional police work.

For the City




Debbie Manns
City's Chief Labor Negotiator



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PBA's Chief Labor Negotiator




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141 G. A police officer shall at all times take proper action on any offense or condition
142 which normally would require police action. The primary duty, obligation and responsibility
143 of an officer are at all times to the Police Department.
144

145 H. No officer shall agree to follow rules set by a private person as to how he will
146 perform his police duties if it would cause the officer to deviate from proper police procedure.
147 Should he so deviate, he may be subject to disciplinary action at the sole discretion of
148 supervision and approved by the Chief of Police.

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