

ARTICLE VII. WORK HOURS AND OVERTIME

The authority to establish work schedules, standard work periods and standard work days shall be vested in the Fire Chief, subject to the approval of the Township Administrator. The Fire Chief may at his discretion delegate this authority to supervisory personnel within the employ of the Township; however, the final determination will be decided by the Fire Chief or his designee.

For purposes of this Agreement, a standard work day or tour of duty shall be defined as a twenty four (24) hour period beginning with the starting time of the employee. A work period of twenty-eight (28) days is herewith adopted pursuant to Section 207 (k) of the Fair Labor Standards Act.

The normal work schedule shall be twenty four hours continuous standard work day or tour of duty followed by forty eight hours of continuous off time, except for the Compensatory Time Off policy adopted herein.

Overtime compensation shall accrue to any employee who works in excess of the standard work day. With respect to each employee's normal work schedule, of 24 hours on and 48 hours off, the Compensatory Time Off policy for "FLSA Overtime" shall accrue to any employee who works in excess of two hundred twelve (212) hours in any twenty-eight (28) day work period. Any such overtime accrued must have the prior approval of the Fire Chief or the employee to whom the Fire Chief has delegated scheduling authority.

Pursuant to 29 CFR 553.23, the parties agree that a Compensatory Time Off policy for "FLSA overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of 212 hours to be worked in a 28 day work period. It is the objective of the parties that each employee will work an average of 52 hours per week, which equates to 212 hours in a 28 day work period. Because the number of tours of duty in each 28 day work period will vary, employees will often actually work in excess of 212 hours in a work period. To address this situation, each employee shall be entitled to compensatory time off every six weeks. This compensatory time off shall be in the form of a 24 hour period and, for purposes of convenience only, shall be called an Earned Day Off (EDO).

Use of the EDO shall be restricted to certain hours of work only. Each employee shall be entitled, however, to an EDO on a regularly scheduled work day every six weeks. Selection of EDO's shall be provided for in a policy adopted by the Fire Chief, terms of which shall not be subject to the grievance procedure. The policy may restrict scheduling of an EDO to specific days of the week, but will provide that selection of EDO's for designated days shall be awarded according to strict seniority, using the seniority list set out in Appendix B of this Agreement. In

the event there is a revision in the EDO schedule, any employee affected by the revision will have his EDO time adjusted so as not to lose the overall benefit of one day off every six weeks. There shall be no hours credited toward the standard 212 hours/28 day work cycle earned by the employee on the EDO.

Notwithstanding the foregoing, any employee who returns from medical leave of four weeks or longer shall not be eligible for the EDO next occurring in his rotation. However, this restriction on taking the next scheduled EDO after returning from medical leave shall not prevent the employee from scheduling a vacation day to replace the next scheduled EDO.

Each employee is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in Appendix A. The parties recognize that hours of work under the normal tours of duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called upon to work in a two week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time method of calculating overtime compensation, for each 28 day work period, in accordance with 29CFR778.114, shall be used and paid to each employee through the Compensatory Time Off policy described above.

The Fire Chief reserves the right to hire an additional full time employee whose shift of 24 hours on and 48 off with an EDO every two (2) twenty-eight (28) day work periods will not be the same as other employees. This individual may be rotated in his schedule in order to address the scheduling needs dictated by the EDO policy.

To maintain such station manning levels as determined by the township to be adequate, the Fire Chief may require employees to work overtime. Each employee shall work overtime in excess of the normal work day as the Fire Chief shall determine.

Any employee recalled to regular fire service and paramedic duty after time disconnected from his normal and pre-scheduled hours of work shall receive at least three (3) hours pay at one and one-half (1-1/2) times the employee's normal hourly rate as set out in Appendix A herein for such call-in. If an employee is required to work for more than three (3) hours during such call-in period, the employee shall be compensated at one and one-half (1-1/2) times the employee's normal hourly rate as set out in Appendix A herein for all time worked. Any employee who reports for a meeting scheduled by the Chief on an off day or for other meetings occasionally scheduled for alternate duties on an off day shall be compensated at 1 1/2 times the employee's normal hourly rate as set out in Appendix A herein for all time work. Such additional services provided on an off day shall not be subject to the three hours minimum overtime pay.