

## **ARTICLE 10 HOURS OF WORK**

### **A. STANDARD WORKWEEK**

A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Monday morning (12:01 a.m.) to midnight the following Sunday. Workweeks beginning and ending on a day other than the above may be established by the University.

### **B. WORK SCHEDULES**

1. A work schedule is the normal hours of work for an employee within a workweek.
2. A standard full time work schedule shall be eight (8) hours per day, excluding meal periods, on five (5) consecutive days. An alternate (flexible) full time work schedule may consist of forty (40) hours in one workweek or eighty (80) hours within two consecutive workweeks.
3. Work schedules are established by the University. Employee work schedules will be made known to the employees in accordance with the provisions of Section C. of this Article.

### **C. SCHEDULE/SHIFT ASSIGNMENTS**

1. Employees will be made aware of their work schedule/shift assignment in the following manner:
  - a. The University will provide an employee with at least five (5) work days notice prior to changing her/his work schedule for a period of less than four (4) workweeks in duration, except for 24-hour operations.
  - b. The University will provide an employee with at least twenty (20) work days notice prior to changing her/his work schedule/shift for a period of at least four (4) workweeks duration, except for 24-hour operations.
  - c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment in advance.
  - d. If the employee's supervisor fails to provide notice of a shift change pursuant to Section C.1.a. and b. of this Article on three (3) or more occasions, failure to provide such notice on the third or subsequent occasion shall be grievable and arbitrable.
2. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with her/his immediate supervisor. When assigning work schedules and shifts to employees, the University will also consider the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment. In the event two (2) department career employees with substantially equal qualifications have

expressed a preference, the University may use departmental seniority to make the shift assignment.

3. The University may at its discretion grant employee requests for flexible working hours, or shift assignments. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 7 - Grievance Procedure.

#### **D. ALTERNATE WORK SCHEDULES**

1. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which the employee(s) indicate(s) there is an interest in such schedules. The University may at its discretion grant such requests. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 7 - Grievance Procedure.
2. Where practicable, the parties will, at the local campus/hospital/Laboratory labor-management meetings, identify problems and concerns related to existing alternate work schedules.
3. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform CUE Teamsters at least thirty (30) calendar days prior to taking such action.
4. Nothing in this section shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

#### **E. MEAL PERIODS**

A meal period of at least one-half ( $\frac{1}{2}$ ) hour is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status. If the total work period of the shift is no more than six continuous hours, the meal period may be waived by an agreement between the employee and the supervisor. Whenever an employee is required to perform work or is not substantially relieved of work-related duties during a meal period, the meal period shall be considered time worked. The University may reschedule an employee's meal period during the work day when operational needs preclude relieving the employee of work related duties during the originally scheduled meal period, however, regularly scheduled meal periods shall normally be provided.

#### **F. REST PERIODS**

1. Two rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three rest periods of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. A part time employee shall normally be granted one fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed two (2) rest periods per day.
2. Operational requirements may restrict the granting of rest breaks.

3. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department/division shall be at the discretion of the University.

#### **G. CHANGING AND CLEAN UP TIME**

The University shall determine when clean-up time or uniform changing time is necessary for employees. When the University requires that the employee must change into or out of uniform, or must engage in special washing or cleaning procedures, the time spent in such activities shall be considered as time worked.

#### **H. TRAVEL TIME**

1. Travel time between home and the work place is not time worked.
2. Assigned travel during an employee's regular working hours on work days is time worked.
3. Assigned travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, assigned travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally works when the travel occurs on the employee's days off.
4. The department head may designate other travel as time worked.

#### **I. CALL-BACK**

1. Call-back applies to an employee who is not in on-call status and is called back to the campus to work in her/his department after completing a shift and leaving the campus but before her/his next scheduled shift.
2. An employee called back to the work site may be assigned by the University to perform available work, and shall be paid for the time actually worked upon return to the campus/hospital/Laboratory, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

#### **J. ON-CALL**

The University retains the right to determine the need for, and the assignment of, on-call time. An employee is not considered to be in on-call status unless s/he has previously been scheduled by the University for the assignment. Employees in on-call status are required to inform the employer how they can be reached or to carry a pager in order to receive a call to work. An employee in on-call status is not eligible for minimum call-back payments. An employee in on-call status who is called to perform work or to return to the work site will be paid at her/his regular rate of pay for the time worked. Payment for on-call time paid at the on-call rate is included as part of compensation in calculating

the regular rate when determining premium overtime pay.

1. Unrestricted on-call is time during which an employee is free to engage in activities for their own purposes but is required to be available for work or timely return to the work site when called to work. Time in unrestricted on-call status is not counted as hours worked or time on regular pay status when employees are not required to be at the work location or to actually perform work from a location other than the work location. Unrestricted on-call will be compensated at the on-call rate, as listed in Appendix A.
2. Restricted on-call is time during which the employee is required to restrict personal activities so that time cannot be effectively used for their own purposes. Restricted on-call will be considered hours worked and will be paid at the employee's normal pay rate (or overtime if appropriate).

## **K. OVERTIME**

### **1. Definition**

Overtime is time worked which exceeds the hours of a full-time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek.

- a. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off and administrative leave with pay.
- b. Overtime hours are compensated at one and one-half times (1½X) the straight-time rate only when an employee has actually worked in excess of forty (40) hours in the scheduled workweek.
- c. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- d. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 14 - Leaves of Absence, except as provided in Article 9 - Holidays, Section C.2.

### **2. Assignment Of Overtime**

- a. The University shall decide when overtime is needed. Overtime must be approved in advance by the University. As soon as practicable after the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to work overtime when such work is assigned. If brought to the attention of the supervisor, the supervisor shall consider individual circumstances when assigning overtime.
- b. The University will assign overtime work by rotation based on departmental seniority of those employees on the same shift who

normally perform the work involved. For purposes of this Article, rotation means that the last employee to work overtime will be the last considered for new overtime assignments. For the purposes of this Article, departmental seniority may be defined by each department at the campus/hospital/Laboratory. Such seniority is applied in the following manner:

- 1) When there are employees volunteering to work the overtime, assignment of that overtime shall be based on greatest seniority, provided the employee(s) have the required skills, knowledge and ability to do the job.
  - 2) When no employee volunteers to work the overtime, assignment of that overtime shall be based on inverse order of seniority, provided the least senior employee has the skills, knowledge and ability necessary to perform the job.
- c. The University shall assign overtime to employees irrespective of their place on the seniority or rotation list(s) when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

### **3. Compensation of Overtime**

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or compensatory time off, if the department offers compensatory time off.

- a. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. The University shall grant the preference indicated.
- b. Compensatory time shall be paid or scheduled by the University in accordance with departmental needs. Accumulation of compensatory time is limited to a maximum of two-hundred forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit. An employee may request to schedule the use of banked compensatory time. An employee's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.
- c. Overtime shall be reported and paid on the basis of the nearest quarter ( $\frac{1}{4}$ ) hour.
- d. Designated hospital-based eight (8) hour employees who are assigned to a fourteen (14) consecutive day work period,
  - 1) Shall be compensated at one and one-half times ( $1\frac{1}{2}X$ ) the regular-straight time rate for hours worked which exceed eight (8)

hours of actual work in any work day within the fourteen (14) day work period; and

- 2) Shall receive the time and one-half (1½X) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. Any payment at the time and one-half (1½X) rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1½X) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

#### **L. CONSECUTIVE DAYS OF WORK**

1. Employees will be paid one and one-half times (1½X) their straight-time rate in the following circumstances, until a day off is granted:
  - a. When employees regularly scheduled to work eight (8) hours per day work more than six (6) continuous full shifts for more than six (6) consecutive days; and
  - b. When employees regularly scheduled to work ten (10) hours per day work more than five (5) continuous full shifts for more than five (5) consecutive days; and
  - c. When employees regularly scheduled to work twelve (12) hours per day work more than four (4) continuous full shifts for more than four (4) consecutive days.
2. The consecutive days of work provisions may be waived by the employee, either at her/his request or as the result of a scheduling change requested by the employee that results in such consecutive days of work.

#### **M. GENERAL PROVISIONS**

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.

#### **N. LAWRENCE BERKELEY NATIONAL LABORATORY**

Policies, procedures, definitions, qualifications, calculations, covered hours and rates in effect at PERB's certification of CUE Teamsters, on November 21, 1997, shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.