

ARTICLE 12 - HOURS OF WORK

A. Work Shift, Work Week, Work Schedules

1. The workweek for employees shall be from 12:00 a.m. Sunday morning to 11:59 p.m. the following Saturday.
2. Work Shift shall be defined as the normally assigned hours of work. The University will provide the Union with the current work shifts of bargaining unit employees upon ratification of this Agreement.
3. Work Week shall be defined as the normally assigned work shifts.
4. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned work shift. The University will provide the Union with the current work schedules of bargaining unit employees upon ratification of this Agreement.
5. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of eight (8) hours with each shift containing a thirty (30) minute unpaid meal period. A standard work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days of rest exclusive of holidays, provided, however that those employees in continuous operation whose work schedules may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods
6. An alternate work schedule shall consist of forty (40) hours per workweek, normally scheduled in shifts of ten (10) hours with each shift containing a thirty (30) minute unpaid meal period. An alternate work schedule shall consist of four (4) consecutive workdays and three (3) consecutive days of rest exclusive of holidays. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

B. Meal Periods

1. Employees shall receive a thirty (30) minute unpaid meal period at or near the midpoint of their shift except that employees working a straight eight-hour shift shall be permitted to take a meal period when conditions permit; such time shall be considered time worked for pay purposes.
2. Any employee who is required to forego a meal period or required to return to work during a meal period shall be paid for the meal period and the time shall be considered as time worked for overtime purposes.
3. An employee who is required to work overtime must take a thirty (30) minute unpaid meal break, conditions permitting, if the overtime worked is more than six (6) hours.

C. Work Schedules: Shift Hours

1. Work schedules for the period January 15 of one year through January 14 of the following year shall be posted on bulletin boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule.

2. Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts.
3. If the University requires an employee to change into or out of uniform, *including* protective clothing and equipment as defined in Article 30 B, at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site will not be granted uniform change time.
4. All shift rotations shall be scheduled so that each employee is guaranteed the same number of hours within the pay period that he/she would have received had there been no shift change.
5. The current shift hours shall continue for the term of this Agreement. However, management may establish, discontinue, or alter shift hours other than the established shift hours of 7:00 a.m.–3:30 p.m.
6. Management shall provide to the affected employees and the Union twenty-one (21) calendar days notice of its intent to create a new shift or work week. Upon timely request of the Union, the parties shall meet and attempt to reach agreement on proposed changes to shift hours for a standard work schedule; proposed shift hours for an alternate work schedule shall be subject to meet and confer.
7. An employee shall be notified of any change to an existing work week or shift at least fourteen (14) calendar days in advance, except for an emergency. An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect life, safety, and health. Where a change in work week or shift is made without the requisite fourteen (14) calendar days notice, excluding changes to meet emergencies, an employee will be compensated at the overtime rate defined in Article 14 - Overtime, of this Agreement for all time worked on the new schedule or shift during the fourteen (14) calendar day notice period. This notification requirement does not apply to employees covered by Article 9 - Apprentices. Work schedule changes shall not be made for disciplinary purposes.
8. If an employee reports to work as scheduled and is not notified that his/her work schedule has been changed, he/she shall be paid for four (4) hours at the overtime rate.

D. Rest Periods

Rest periods not to exceed fifteen (15) minutes may be granted to employees no more than twice in an eight (8) or ten (10) hour shift. Where the University currently combines the second break with the lunch period, that practice shall continue. Rest periods not granted, or granted and not used, shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied, but if denied shall be granted as soon as practicable thereafter.

E. Clean-up Period

A clean up period shall be deemed University, not personal, time. Each employee may be permitted an appropriate length of time for a clean-up period at the end of each work shift, as necessary.

F. Call-Back Time

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the premises or those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of four (4) hours of work time.
3. Call-back shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

G. On-Call

1. On-call is time during which an employee is not required to be at the work location but is expected to be available for return to work. An employee placed on-call shall, except as provided in paragraph 2 below, be compensated at twenty percent (20%) of his/her base rate for each hour on-call. An employee who is called to work shall receive credit for a minimum of four (4) hours of overtime at the rate of one and one-half (1 1/2) times the regular hourly rate.
2. The on-call rate will be the federal minimum wage when management requires the employee to meet all of the following conditions: 1) to be reachable by telephone or beeper; 2) to remain within a forty-five (45) minute response time of UCLA; and 3) to refrain from activities which might impair his or her ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of three (3) hours of overtime at the rate of one and one-half (1-1/2) times the regular hourly rate.
3. Employees may volunteer to work on-call assignments and qualified volunteers will be assigned first. In the absence of sufficient, qualified volunteers, the University shall make on-call assignments and shall attempt to allocate on-call assignments equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of on-call work under this provision, management may consider special skills to perform particular work.

H. Trading of Shifts

An employee may request in writing to trade shifts with another employee. Upon receipt of such written request, a supervisor, at his/her discretion, may approve the request. No penalty payment will be made for shifts traded at the request of the employee.

I. Temporary Work Location

If an employee is temporarily assigned to work at a location other than in his/her regularly assigned section or geographical area, he/she shall report to the new work location unless otherwise directed by the University.