

ARTICLE 13 HOURS OF WORK

A. 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.
3. Nothing in the Article 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.
4. Fire fighters shall be paid on a biweekly pay cycle beginning Sunday morning (12:01 a.m.) to midnight the following Sunday. Alternate pay cycles for purposes of a biweekly pay cycle may be established by the University.
5. As soon as practicable upon ratification of this Agreement, Fire fighters shall be paid based on positive time reporting. Fire fighters shall receive their pay based only on hours actually worked during the preceding biweekly pay cycle.

B. DEFINITIONS

1. Shift
 - a. A "shift" is a twenty-four (24) hour work period beginning at 0800, and ending at 0800 the following day.
2. Set
 - a. A "set" represents two consecutive shifts, totaling forty-eight (48) work hours.
3. Work Cycle
 - a. A "work cycle" represents a twenty-four (24) day period wherein fire fighters will be assigned eight (8) shifts.
4. Pay Status
 - a. Time on pay status includes all hours worked on a straight (non-overtime) shift and hours taken on vacation and sick leave.
5. Premium Overtime
 - a. Premium overtime is one and one-half (1 ½) times the FLSA regular rate of pay.

C. WORK SCHEDULES

1. 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.
2. Work Cycle: Employees in Fire Fighter titles will be assigned to twenty-four (24) hour shifts within a work cycle (FLSA work period) of 24 days.
3. Duty Schedule: Employees in Fire Fighter titles will be assigned to eight (8) 24-hour shifts during a 24-day work cycle. Employees will report to work at 0800 hours. The normal duty schedule will be as follows:

“X” denotes duty shift

“O” denotes off duty shift

X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O

4. Annualized Hours: The normal duty schedule will result in an average fifty-six (56) hour week.

D. SCHEDULE ASSIGNMENTS

1. Employees will be made aware of their work schedule assignment in the following manner:
 - a. Short-Term Changes - When practicable, the University will provide an employee with at least five (5) calendar days' notice prior to changing her/his work schedule for a period of less than twenty-eight (28) calendar days duration.
 - b. Long-Term Changes - When practicable, the University will provide an employee with at least fifteen (15) calendar days' notice prior to changing her/his work schedule for a period of more than twenty-eight (28) calendar days duration.

If the employee's supervisor fails to provide notice of an assignment change pursuant to Section D.1.a and b of this Article on three (3) or more occasions, failure to provide such notice on the third (3rd) 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 sole non-grievable discretion, grant employee requests for flexible working hours.

E. TEMPORARY ALTERNATIVE WORK SCHEDULES

1. The Fire Chief may determine, in the Fire Chief's sole non-grievable, non-arbitrable discretion, that an operational need exists to assign a Fire Fighter(s) to a non-traditional fire fighter work schedule of a forty (40) hour work week. For the purpose of this article, a Fire Fighter assigned to a fifty-six (56) hour work week is defined as being assigned a "traditional fire fighter schedule".
2. It is the intent of this article that when a Fire Fighter is assigned to a forty (40) hour work week schedule, he or she will not suffer a reduction in salary or benefits merely because he or she is working less hours. To accomplish this goal, the parties agree that the University may create additional Fire Fighter classifications that will be paid a higher hourly rate to which Fire Fighters will be assigned while working a forty (40) hour work week.
3. While assigned to a forty (40) hour work week schedule, all leave hours shall be accrued based on a forty (40) hour work week. When an employee returns to a traditional fifty-six (56) hour schedule all leave hours accrued at the 40 hour work week rate shall be converted to the fifty-six (56) hour work week rate.
4. While assigned to a forty (40) hour work week schedule, overtime compensation shall be paid only after forty (40) hours of actual work, in a seven (7) consecutive day work week. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
5. It is recognized that Fire Fighters assigned to a non-traditional schedule are only temporarily working in such a schedule and that such Fire Fighters continue to be responsible for suppression duties at all times and therefore remain eligible to participate in the University of California Retirement System as a safety employee at all times.
6. Subject to the provisions of this Article, the University may issue additional policies implementing a non-traditional fire fighter schedule. The University will provide IAFF notice of, and the opportunity to discuss, any additional policies implementing a non-traditional fire fighter schedule.

F. 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.

G. TRAVEL TIME

1. The time taken to travel between home and the work place is not considered time worked.
2. Travel time is time spent in transit on University business that is assigned by the University. Travel time is considered time worked and shall be compensable at the fire fighter's regular rate of pay.
3. Travel time shall be paid in accordance with the University Business and Finance Bulletin G-28.
4. The Fire Chief may designate other travel as time worked.

H. CALL-BACK

1. Call-back applies to an employee who 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, 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.

I. MEAL AND REST PERIODS

1. 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. 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.
2. Two (2) rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three (3) 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 (1) 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.
3. Operational requirements may restrict the granting of rest breaks.
4. 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.

J. OVERTIME

1. Fire Fighters shall be paid at the premium overtime rate for hours actually worked which exceed one-hundred eighty-two (182) hours in the work cycle (FLSA work period). Time due to vacation, sick leave or other paid absences shall not count towards FLSA pay eligibility.
2. Fire Fighters shall receive premium overtime pay for all hours worked in excess of his/her normal work cycle shifts, regardless of sick leave or vacation utilized in the work cycle.
3. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
4. There shall be no pay increase or pay decrease, upon periodic changes to and from Standard time to Daylight Savings time.
5. **Example of overtime calculation:**

Base Rate with Haz-Mat, per Art. 6.G.1.iii (NBR)	\$31.50	1	Reg Pay (NBR*RH)	\$ 31.50	x	112.31	=	\$3,537.77
Reg Hours (RH)	112.31	2	Overtime Straight (NBR*OTH)	\$ 31.50	x	24	=	\$756.00
OT Hours (OTH)	24	3	Gross Straight Pay (GSP) (1+2)	\$3,537.77	+	\$756.00	=	\$4,293.77
		4	Prem. OT Rate (POTR) (GSP/TH)	\$ 4,293.77	÷	136.31	=	\$31.50
Total Hours (TH) (RH+OTH)	136.31	5	Prem OT Pay ((POTR/2)*OTH)	\$ 31.50*	x	24	=	\$378.00
		6	Total Gross Pay (3+5)	\$ 4,293.77	+	\$ 378.00	=	\$4,671.77

*Rate is divided in half, making the actual multiplier \$15.75

6. 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.

- b. The University will assign overtime work, based upon local operating procedures.
- c. The University shall assign overtime to employees irrespective of the local operating procedures when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

7. Compensation of Overtime

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or 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.

Overtime shall be reported and paid on the basis of the nearest quarter ($\frac{1}{4}$) hour.

J. PAYROLL SYSTEM

The parties recognize the right of the University to implement a new system called UC Path, which is an integrated payroll, benefits and human resources system to support staff and academic processes. The University will keep IAFF informed of its efforts to implement the various components of UC Path. The University agrees to meet and confer, at the request of IAFF, over any negotiable effects resulting from the implementation of UC Path.