ARTICLE 7
HOURS OF WORK

A. Standard Workweek

The workweek consists of seven (7) consecutive days beginning at 12:01 a.m. Sunday morning, and continuing to midnight the following Saturday night.

B. Standard Work Schedule

The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled on five (5) consecutive days in shifts consisting of eight (8) consecutive hours of work time, excluding a thirty (30) minute unpaid meal period break, and two (2) consecutive days of rest exclusive of holidays.

C. Alternate Work Schedules

1. Alternate work schedules may be established at the sole discretion of the University.

2. Shop seniority shall be the primary consideration used to fill an Alternate Work Schedule. However, employees who have demonstrated competencies not possessed by others in the classification will also be considered. In the event there are two (2) or more employees with equivalent demonstrated competencies, then the employee with greater seniority will be selected. New hires shall occupy the open shift after the process has been completed.

3. Employees may request alternate work schedules. The University will review the feasibility of implementing requested alternate work schedules. Upon the annual request of the employee, management will provide a written reason(s) as to why the alternative schedule is not feasible.

4. In the event the University decides to abolish, establish, or change alternate work schedules for a group of employees, the University shall inform the affected employees and the Union at least fifteen (15) calendar days prior to taking such action. Upon timely request of the Union, the parties shall meet and discuss the proposed charges.

5. Nothing in Section C 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.

6. Alternate work schedules may require a change to the employee’s workweek in order to ensure full-time employees are scheduled for a forty (40) hour workweek on a regular basis in compliance with the Fair Labor Standards Act.

D. Posting of Work Schedules

Work schedules showing work shifts for employees for the period January 15 of one year though January 14 of the following year shall be posted on appropriate bulletin boards prior to the preceding December 1, and shall remain posted throughout the life of the schedule.

E. Changes in Work Schedules
Employees shall be notified of long term changes in work schedules at least fourteen (14) calendar days in advance, except for an emergency. A change in work schedule which lasts longer than thirty (30) calendar days is considered long term. A change in work schedule which lasts less than thirty (30) calendar days requires at least seven (7) calendar days’ advance notice.

An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and requiring immediate action to protect life, safety, and health. Where changes in work schedule are made without the requisite seven (7) calendar days’ notice, excluding changes to meet emergencies, employees will be compensated at the overtime rate defined in Article 8, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the seven (7) calendar day notice period. This notification requirement does not apply to relief operators. Work schedule changes shall not be made for disciplinary purposes.

The University may, at its sole discretion, and after consideration of special needs, grant employee requests for short term flexible working hours or shift assignments.

F. Shifts

1. **Campus**

   **Day:**
   
The regular day shift is from 7:00 a.m. – 3:30 p.m. however it may consist of eight (8) working hours between 5:00 a.m. and 5:00 p.m. as scheduled by the department head, excluding a thirty (30) minute unpaid meal period. Management may establish, or discontinue, shift hours other than the established shift hours upon appropriate notice to employees as referenced in Section E. above.

   Evening: 3:00 p.m. to 11:30 p.m.

   Night: 11:00 p.m. to 7:30 a.m.

   No shift differential shall be paid when the entire eight (8) hour shift falls between the hours of 5:00 a.m. and 5:00 p.m. Shift differential for all shifts shall be paid in accordance with Article 40, Shift Differential.

2. **Medical Center**

   Steam Operating Engineers
   
   Day: 6:00 a.m. to 2:00 p.m.
   
   Evening: 2:00 p.m. to 10:00 p.m.

   Night: 10:00 p.m. to 6:00 a.m.

   All other positions at Medical Center
   
   Day: 7:00 a.m. to 3:30 p.m.
   
   Evening: 3:00 p.m. to 11:30 p.m.

   Night: 11:00 p.m. to 7:30 a.m.

3. **Alternate Work Schedule** – Campus Steam Operating Engineers and Co-generation Operators
a. Campus Steam Operating Engineers and Co-generation Operators shall participate on an alternate work schedule similar to a 3/12 schedule as detailed in paragraph (C) below.

b. Shift hours:
   1. Day shift shall begin at 5:00 a.m. and end at 5:00 p.m.
   2. Night Shift shall begin at 5:00 p.m. and end at 5:00 a.m.
   3. Start times shall remain as above and end four (4) hours early for the eight (8) hour day.
   4. There will be no rotating shifts.

c. The schedule is a bi-weekly schedule. Employees must work eighty (80) hours over a fourteen (14) day period. Each employee shall work three 12 hour shifts per week and one additional eight (8) hour day in each bi-weekly period as scheduled.

d. A workweek is a period of time consisting of seven (7) consecutive days. Each employee’s workweek shall be modified to begin half way during the eight (8) hour day.

e. When positions are vacated, shop seniority shall be used to re-bid the vacancy first. New hires shall occupy the open shift after the seniority bidding process has been completed.

f. Shift Differential:
   All employees who work the night shift shall receive shift differential, in accordance with Article 40, for all hours worked on the Night Shift between the hours of 5:00 p.m. and 5:00 a.m.

g. Holidays:
   Employees who are scheduled to work holidays must request and have approval to be off shift for the holiday in advance. For all other holiday issues, the practices used for Vacation shall prevail (Article 15).

G. Trading of Shifts

   Employees may trade shifts only upon written request and permission of supervisor. The University shall not be required to pay any type of premium pay or suffer any added expense as a result of shifts traded at the request of the employee. Voluntary shift changes that incur overtime are subject to prior management approval.

H. Shift Structure Change

   1. In the event of a shift change in the present shift structure, the most senior person in the craft will have the right of first refusal. However, under special circumstances, as determined by the University, qualifications may be a factor for consideration.

   2. Seniority, for the purposes of this section, shall be defined as the start date in the shop. If equal, the tiebreaker will be the University hire date.

I. Reporting Time
If an employee reports to work as scheduled and is not notified that his/her hours have been changed, he/she may be required to work four (4) hours and receive four (4) hours’ pay at the appropriate rate.

J. Meal Periods. Meal periods shall not count as time worked, except that steam operating engineers required to stand watch for the full shift shall be permitted to eat when and as their duties permit, and such meal time, not to exceed thirty (30) minutes, shall be counted as time worked. 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.

K. Rest Periods. One rest period, not to exceed fifteen (15) minutes, may be granted to an employee during each half of an eight (8) hour shift. Rest periods shall not be taken at the beginning or end of a work period or combined with a meal period, nor may they accumulate if not taken. Rest periods are scheduled by the supervisor and shall be granted unless operational necessity requires that they be denied. If denied, the rest period shall be granted as soon as practicable thereafter.

L. Clean-Up/Pick-Up Time. Each employee shall be permitted a fifteen (15) minute clean-up period at the end of each work shift, which includes preparation of time cards, cleaning and pick-up procedures. A longer clean-up period shall be granted to employees whose job involves excessive contact with dirty or greasy tools, objects, equipment, etc. Watch standers are not included in this clean-up section.