

## **ARTICLE 13 HOURS OF WORK**

### **A. GENERAL PROVISIONS**

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. Nothing in this 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
3. This article shall not be construed as a guarantee of or limitation on the number of hours per work day or work week.

### **B. STANDARD WORKWEEK**

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

### **C. STANDARD WORK SCHEDULE**

1. A work schedule is the normal hours of work for an employee within a workweek. The standard work schedule for full-time employees shall be eight hours per day on five consecutive days excluding meal periods.
2. Employees with fixed schedules will be made aware of their work schedule/shift assignment in the following manner:
  - a. The University will normally 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 normally 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.

3. Provision or non-provision of such notice shall not be subject to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
4. When a shift assignment and/or work location becomes available in a department, an employee may submit a written request for that lateral assignment with his/her immediate supervisor within seven (7) calendar days of oral or written notification of the available assignment. Notice of shift openings shall be posted in writing in the department. The University shall offer the shift assignment to the most senior qualified employee who has filed a written request for the shift. A qualified employee shall have the required skills, knowledge, and abilities of the employees who normally perform the work.
5. When the following exceptions occur, the most senior qualified employee shall not be offered the shift assignment:
  - a. Near relative conflict
  - b. Reasonable accommodation
6. Definitions
  - a. "Shifts" are defined as:
    - 1) Day shift – over 50% of the hours fall between the hours of 8:00 a.m. – 5:00 p.m.
    - 2) Swing/Evening shift – over 50% of the hours fall after 3:00 p.m. and before midnight.
    - 3) Night/Graveyard shift – over 50% of the hours fall after 10:00 p.m. and before 8:00 a.m.
  - b. "Hours" of a shift may vary but are excluded from the process in this Section. Employees who are on a specific shift may request changes to the start and finish time, but the sole non-grievable determination lies with supervision based on operational considerations. All other changes shall be in compliance with Section C. 2 above.

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

1. Alternate work schedules may be established by the University. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which AFSCME indicates there is an interest in and suitability for such schedules. AFSCME shall provide such information, if any, at the local campus/medical center/Laboratory labor management meetings.
2. Where practicable, the University will, at the local campus/medical center/Laboratory labor management meetings, identify problems and concerns related to existing alternate work schedules prior to eliminating or changing such schedules.
3. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform AFSCME at least 30 calendar days prior to taking such action.
4. Nothing in this 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.

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

A meal period of at least one-half hour is provided for any work period of six continuous hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by the University to remain on the job at a work station. Such an arrangement must be approved in advance by the University. Whenever an employee is authorized by the supervisor to perform work during a meal period, the meal period shall be considered time worked.

#### **F. REST PERIODS AND CLEAN-UP TIME**

1. Two rest periods of not more than 15 minutes shall normally be granted during an eight-hour or a ten-hour shift. Three rest periods of not more than 15 minutes may be granted during a 12-hour shift. A part-time employee shall normally be granted one 15-minute rest period for each work period of three continuous hours or more, not to exceed two rest periods per day.
2. It is understood that operational requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provision of services to patients, clients, public or University employees may require the uninterrupted presence of the

employee(s). In such situations, with supervisory approval, missed rest breaks will be granted later in the work shift, provided the provisions of F.3. below are met.

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 shall be at the sole, non-grievable discretion of the department/division.
4. The University shall determine when clean-up time is necessary for employees. If the University determines that such clean-up time is necessary, a maximum of ten minutes of clean-up time prior to the employee's meal period and/or at the end of each shift shall be granted and considered as time worked.

## **G. OVERTIME**

1. The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. The University shall notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees are expected to work overtime when such work is assigned.
2. **Planned Overtime**
  - a. Planned overtime is a work assignment known *forty-eight (48) hours* in advance.
  - b. When there is a need for planned overtime, the supervisor will develop a voluntary list in order of seniority and assign overtime by rotation.
  - c. In the case where the voluntary list is exhausted, the University will assign overtime work by rotation based on inverse seniority among those employees on the same shift who normally perform the work involved.
  - d. An employee who works voluntary overtime, or who is offered voluntary overtime and declines it, will not have another turn in the rotation until the relevant list is exhausted and the rotation reaches her or him again.
3. **Unplanned Overtime**
  - a. When there is a need for unplanned overtime, the supervisor shall have the discretion to assign such overtime to an employee already on shift or to use the voluntary list.

- b. In the case where the voluntary list is exhausted, the University will assign overtime work by rotation based on seniority among those employees on the same shift who normally perform the work involved.
- c. For purposes of this Article, rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of that overtime shall be based on greatest seniority; when no employee requests to work the overtime, assignment of that overtime shall be based on inverse order of seniority.
- d. An employee who works voluntary overtime, or who is offered voluntary overtime and declines it, will not have another turn in the rotation until the relevant list is exhausted and the rotation reaches her or him again.
- e. When assigning overtime by inverse seniority, the supervisor will consider the special needs of employees who have documented medical problems or substantiated childcare problems or other extraordinarily compelling circumstances. However, the University may, at its discretion, assign overtime work to employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed to the same degree by other employees in the department/division and which are necessary to perform the required work.

## **H. OVERTIME DEFINITION**

Overtime is time on pay status which exceeds forty (40) hours in a work week. Overtime pay consists of overtime straight and overtime premium.

1. Overtime straight pay applies to hours on pay status including hours actually worked that, when combined with paid leave, exceed forty (40) hours in a work week
2. Overtime premium pay applies to hours actually worked that exceed forty (40) hours in a work week.

## **I. OVERTIME COMPENSATION**

1. Overtime straight shall be compensated at the straight time rate of pay for hours actually worked that, when combined with paid leave, exceed 40 (40) hours in a work week.
2. Overtime premium shall be compensated at one and one-half (1 ½ ) times the regular rate of pay for hours actually worked that exceed 40 hours in a work week.

3. When an employee is employed at more than one rate of pay, for performing two or more different jobs during the workweek, overtime pay will be calculated based on a weighted average of the employee's rates of pay; i.e. the total regular pay from all jobs divided by the total hours worked.

**J. PREMIUM PAY**

1. Daily premium applies to hours actually worked that exceeds the hours of a regularly scheduled shift of eight (8) hours or more in a day.
2. Premium pay in this section will be calculated using the straight time rate.
3. 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
4. Hours that exceed forty (40) hours in a week do not count towards accumulation of sick leave, vacation, holiday or retirement system credit.

**K. DOUBLE TIME**

Any employee who works in excess of twelve (12) hours in any one workday shall be paid double (2x) the regular rate of pay for the hours over twelve (12) in a day.

**L. COMPENSATORY TIME OFF**

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.

1. 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.
2. Overtime will be compensated at the appropriate rate by:
  - a. one hour of compensatory time off for each hour of overtime earned at the straight time rate of pay; and
  - b. one and one-half hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.

3. No more than 240 hours of compensatory time off (160 hours of overtime which require compensation at the time and one-half rate) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.
4. Compensatory time off shall be scheduled by the University and taken within two six-month bank periods (January 1 - June 30; July 1 - December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or in the bank period following that in which it is earned shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University.
5. Upon separation from employment, employees shall be paid for all accumulated compensatory time at the employee's current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.
6. Compensatory time off is scheduled by the University. The University may require employees to take compensatory time off. Employees may also request use of compensatory time; such requests shall be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy.

**M. CALL-BACK**

When an employee who is not in on-call/standby status is called back to work after completing a shift and leaving the premises, the employee shall be paid for the time actually worked upon return or a minimum of four hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

**N. ON-CALL/STANDBY**

On-call/standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in on-call/standby status unless he or she has previously been informed by the University of the assignment. The University retains the right to determine the need for and the assignment of on-call time. Eligibility for on-call pay and the on-call rates shall be as listed in Appendix A. Time spent in unrestricted on-call status but not actually worked is not considered as time worked or time on pay status. Payment for on-call time shall be included as part of compensation when calculating the time and one-half overtime rate. An employee in on-call status or an employee who returns to work from on-call/standby status is not eligible for minimum call-back payments as provided in §L above.

**O. TRAVEL TIME**

Travel between an employee's home and the workplace is not considered time worked. Travel on University business during an employee's normal working hours (including travel during those hours on the employee's day off) is considered time worked. Travel outside normal working hours is considered time worked when it occurs on a scheduled day of work and is to or from a work location outside the normal commuting area of the assigned workplace. Travel time will be paid in accordance with the University Business and Finance Manual.

**HOURS OF WORK -- LAWRENCE BERKELEY LABORATORY**

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to Hours of Work at the Laboratory shall remain in effect for employees at the Laboratory and shall supersede the provisions of this Article in A. through O. above.