

ARTICLE 39 WORKLOAD/HOURS OF WORK

A. EXEMPT EMPLOYEES ONLY

1. The normal workweek for a full-time exempt employee is considered to be forty (40) hours, and for part-time exempt employees the proportion of forty (40) hours equivalent to the appointment percentage. However, greater emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specified number of hours. Required work schedules must be reasonable, considering factors such as operational needs and the employee's underlying job duties. In recognition of the professional exempt status of employees, assigned work schedules provide the flexibility to meet work goals and to occasionally allow a schedule of more or less than forty (40) hours in a week. After extended periods of additional time worked or unusually heavy workload, supervisors may approve an employee's request for a temporary reduction in work schedule with no loss of pay.
2. Accounting For Time Not Worked
 - a. For full-time exempt employees, leaves with and without pay shall be used in one-day increments only except if an employee is taking Family Medical Leave on an intermittent or reduced schedule basis.
 - b. Part-time exempt employees shall account for time off work in increments not less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work; absences of less than an employee's regularly scheduled work day shall not be charged against accrued leave time.
 - c. The salary of exempt employees shall not be reduced for absences of less than a full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.

B. NON-EXEMPT EMPLOYEES ONLY

1. Standard Workweek: A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is generally from Sunday morning (12:01 a.m.) to midnight the following Saturday. Workweeks beginning and ending in a seven-day period other than the above may be established by the University.
2. Work Schedules
 - a. A work schedule is the normal hours of work for an employee within a workweek.
 - b. 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 a different combination of days and hours not to exceed forty (40) hours in one (1) workweek.
 - c. Work schedules are established by the University. Alternate work schedules shall be approved or denied in accordance with Section B.10 below. Employee work schedules

will be made known to the employees in accordance with the provisions of Section B.3 of this Article.

3. Schedule/Shift Assignments: 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 their work schedule/shift for a period of less than four (4) workweeks in duration, except provided for in Sections B.8 and B.9 (call-back and on-call).
- b. The University will provide an employee with at least twenty (20) work days' notice prior to changing their work schedule/shift for a period of at least four (4) workweeks duration, except provided for in Sections B.8 and B.9 (call-back and on-call).
- 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. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with their 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.
- e. 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 07 – Grievance and Arbitration.

4. Overtime

- a. Employees will be compensated with overtime when the employee's actual hours worked exceeds forty (40) hours in a single workweek.
- b. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, and administrative leave with pay.
- c. Overtime shall be compensated at a rate of one-and-a-half times ($1\frac{1}{2}x$) the regular rate of pay.
- d. Overtime shall be reported and paid on the basis of the nearest quarter ($\frac{1}{4}$) hour.
- e. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- f. Actual hours 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 09 – Holidays, Section C.1 ("Compensation for Holidays Worked").

g. Assignment of Overtime

The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. When practicable, the University may ask for volunteers before assigning overtime. As soon as 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.

h. Compensatory Time

- i. At the option of the University, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off, if the Department offers a compensatory time program, in accordance with this Section.
- ii. Unless the employee and the University agree otherwise, overtime will be paid. An employee may within thirty (30) days of the effective date of this Agreement, or upon hire, and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with their immediate supervisor. The University shall grant the preference indicated.
- iii. The written indication of preference referenced in B.4.h.ii above may be withdrawn by mutual agreement of the supervisor and the employee.
- iv. Accumulation of compensatory time is limited to no more than two hundred-forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit.
- v. An employee may request scheduling of compensatory time. An employee's request for the scheduling of compensatory time shall be granted subject to the operational needs of the University, and shall not be unreasonably denied. Once the University has approved an employee's request to schedule compensatory time, the University shall not unreasonably rescind such approval.

5. 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 (6) continuous hours, the meal period may be waived by written 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 workday 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.

6. Rest Periods

- a. 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 three (3) rest periods per day.
- b. Operational requirements may affect the timing of rest breaks.
- c. 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.

7. 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.

8. Call-Back

- a. Call-back applies to an employee who is not in on-call status and is called back to the campus to work in their department after completing a shift and leaving the campus but before their next scheduled shift.
- b. 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 location, 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.

9. On-Call

- a. 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 they have 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 their 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. When practicable, the University may ask for volunteers before assigning on-call.
 - i. 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.

- ii. 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). When an employee is on restricted on-call during a holiday, Article 09 – Holidays shall apply.

10. Alternative Work Schedules

- a. 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 07 – Grievance and Arbitration.
- b. Where practicable, the parties will, at the local labor management meetings, identify problems and concerns related to existing alternate work schedules.
- c. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform the Union at least thirty (30) calendar days prior to taking such action.
- d. 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.

C. DUAL EMPLOYMENT

Management retains sole discretion to approve or deny an employee's request for dual employment. Dual employment must comply with University policy and procedures.

D. EMPLOYEE INITIATED REDUCTION IN TIME (ERIT)

The University retains sole discretion to continue, create, modify or abolish the ERIT program on a location-by-location basis. Employees will retain eligibility to participate in the Employee Initiated Reduction in Time (ERIT) program, if any exists.

E. 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.