

## ARTICLE 20: HOURS OF WORK

### A. Workweek

A workweek is a period of time consisting of seven (7) consecutive twenty-four (24) hour days. The standard workweek is from 12:01 am Sunday to midnight the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the Employer, upon notice to the Union.

### B. Work Schedule

1. A work schedule is the normal hours of work for an employee within a workweek. Bargaining unit employees will be scheduled in accordance with the needs of the Employer, subject to the provisions of this Article.
2. The standard workday consists of eight (8) hour shifts not including a meal period for everyone except maintenance mechanics whose work hours include a meal period. The standard work schedule consists of five (5) consecutive standard workdays within a workweek.
  - a. Shift 1 begins at 7:00 am to 3:30 pm with an unpaid thirty (30) minute meal break. Shift 1 for maintenance mechanics begins at 8:00 am to 4:00 pm with a paid meal break.
  - b. Shift 2 is a work schedule in which the majority of work hours are worked after 4:00 pm. Once this requirement is met, all hours worked on shift are eligible for a 7.5% shift differential.
  - c. Shift 3 is a work schedule in which the majority of work hours are worked before 8:00 am. Once this requirement is met, all hours worked on shift are eligible for a 15% shift differential.

#### 3. Rest Periods

A fifteen (15) minute rest period must be offered to bargaining unit employees who are scheduled to work a shift of three (3) and one-half hours or more. A second rest period of fifteen (15) minutes must be offered for every four-hour period or major fraction (i.e., two (2) hours) thereof. Rest periods should be permitted in the middle of each four-hour work period, whenever possible. This time cannot be taken at the beginning or end of a work period, or accumulated for later use. For unit employees, rest periods are considered time worked for pay purposes.

#### 4. Meal Periods

Bargaining unit employees are permitted an unpaid lunch break of thirty (30) minutes. In any workday of more than five (5) hours, unit employees must be provided with a meal period of at least one-half hour. The meal period must be provided no later than the end of the fifth hour of work. A second meal period must be offered for any shift exceeding ten (10) hours, no later than the end of the 10th hour of work. Meal periods should be uninterrupted and are neither time worked nor time on pay status except for maintenance mechanics who are given a paid meal break. The meal period may be waived if the work period is not more than six (6) hours. A second meal period may be waived if an employee works more than ten (10) hours but less than twelve (12), and the employee has not waived the first meal period. On duty meal periods may be allowed under limited circumstances and requires pre-approval by the Associate Director for Facilities and Infrastructure, or the

Security Director. Employees who voluntarily choose to work during all or part of a meal period must report all time worked. Off-the-clock work is not permitted.

5. Travel Hours

Time spent by bargaining unit employees on official travel outside their scheduled work hours is considered time worked.

6. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for purposes of computing overtime pay, in accordance with Articles 14 and 23.

7. The Employer may adopt alternative workdays and work schedules as follows:

a. A 9/80 Alternate Work Schedule for unit members is based on an alternate workweek beginning and ending at midday on Friday. Actual scheduling for a bargaining unit employee's 9/80 Work Schedule covers a two calendar week period.

b. Ten (10) hour shifts on four (4) consecutive days within each workweek.

8. Holidays – Application to Alternate Work Schedules

a. Holidays Falling on Scheduled Workdays

If a holiday falls on a 10-hour workday for a bargaining unit employee assigned to a 4/10 work schedule, or a 9-hour workday for a bargaining unit employee assigned to a 9/80 work schedule, with submission of a makeup request and prior approval from the supervisor, the bargaining unit employee may request a Holiday Reschedule to make up the hour(s) by working a like number of hours within the same workweek.

b. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the bargaining unit employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for the purposes of computing overtime pay, in accordance with Articles 14 and 23.

9. Temporary Schedule Change

The supervisor and/or department head/division leader may approve a temporary change in the assigned daily start and stop times, assigned daily hours, and assigned days of work for employees assigned to a Standard LLNS Work Schedule or to a Flexible Work Schedule (see Article 2.3 and Article 2.7). Bargaining unit employees will submit makeup time requests to his/her supervisor if the change requires them to work more than eight (8) hours in a day.

10. Makeup Time

With approval of the Division Leader, bargaining unit employees may receive makeup time consistent with the needs of the department/division and the requirements of the employee's position.

a. Personal Reschedule

Occasionally, with the submission of a makeup time request and the prior approval of the cognizant supervisor, a bargaining unit employee may be permitted an absence of up to one-half day per workweek without the absence being charged to accrued or unpaid leave, provided the employee makes up the time during the same workweek and works no more than eleven (11) hours in a single workday. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

b. Holiday Reschedule

With the submission of a make-up time request, and the prior approval of the cognizant supervisor, a bargaining unit employee assigned to a 4/10 or 9/80 work schedule may be permitted to make up time during the same workweek for the hours normally scheduled for the workday on which the holiday falls that exceed the eight (8) paid holiday hours. No more than eleven (11) hours may be scheduled in a workday for makeup time. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

11. Lactation Accommodation: Bargaining unit employees will be extended the same rights and accommodations for lactation as are extended to non-unit employees under state and federal law.
12. When the nature of the job requires a bargaining unit employee to change into or out of protective clothing, to engage in special washing and cleaning procedures, or to perform other such duties before or after work activities at a LLNS site at management's request, the time spent on such activities is considered time worked for pay purposes.
13. Advance notice of change(s) to the standard workday or standard work schedule will be given to the Union prior to the beginning of a pay period unless existing conditions effectively preclude giving advance notice. In consideration of the hardships which may result from a change in the standard workday and work schedule, the Employer will discuss the anticipated change or changes in scheduling and meet and consult with the Union if and when time permits.