

ARTICLE 13 HOURS OF WORK

A. STANDARD WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the University.

B. 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. A work schedule is the normal hours of work for an employee within a workweek.
3. 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 forty (40) hours in one workweek or eighty (80) hours within two consecutive workweeks.

C. SCHEDULE/SHIFT ASSIGNMENTS

1. Employees will be made aware of their work schedule/shift assignment in the following manner:
 - a. When practicable, the University will 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 duration.
 - b. When practicable, the University will provide an employee with at least fifteen (15) work days notice prior to changing her/his work schedule/shift for a period of at least four (4) workweeks duration.
 - c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment when feasible.

If the employee's supervisor fails to provide notice of a shift change pursuant to Section C.1.a. and b. of this Article on three (3) or more occasions, failure to provide such notice on the third 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, or shift assignments.
4. **Alternate 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.
 - b. Where practicable, the parties will, at the local campus/hospital/LBNL 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 UPTE 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.

D. MEAL PERIODS

A meal period of at least one-half (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.

E. REST PERIODS

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

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. Travel time between home and the work place is not time worked.
2. Assigned travel during an employee's regular working hours on work days is time worked.
3. Assigned travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, assigned travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally works when the travel occurs on the employee's days off.
4. The department head may designate other travel as time worked.

H. CALL-BACK

1. Call-back applies to an employee who is not in on-call status and 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/hospital/LBNL, 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. **ON-CALL**

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 s/he has previously been scheduled by the University to be on-call. 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 her/his 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.

1. 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. Unrestricted on-call will be compensated at the on-call rate, as listed in Appendix A.
2. 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).

J. **OVERTIME**

1. **Definition**

Overtime is time worked which exceeds the hours of a full-time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek.

- a. 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.
- b. Overtime hours are compensated at one and one-half times (1 1/2X) the straight-time rate only when an employee has actually worked in excess of forty (40) hours in the scheduled workweek.

- c. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- d. Actual time 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 18, Leaves of Absence, except as provided in Article 12, Holidays, Section C.2.

2. **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 by rotation based on departmental seniority of those employees on the same shift who normally perform the work involved. For purposes of this Article, rotation means that the last employee to work overtime will be the last considered for new overtime assignments. For the purposes of this Article, departmental seniority may be defined by each department at the campus/hospital/LBNL. Such seniority is applied in the following manner:
 - 1) When there are employees volunteering to work the overtime, assignment of that overtime shall be based on greatest seniority, provided the employee(s) have the required skills, knowledge and ability to do the job.
 - 2) When no employee volunteers to work the overtime, assignment of that overtime shall be based on inverse order of seniority, provided the least senior employee has the skills, knowledge and ability necessary to perform the job.
- c. The University shall assign overtime to employees irrespective of their place on the seniority or rotation list(s) when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

3. **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. If no preference is indicated to the department in the annual June period for changes, the employee's previous election shall continue.
- 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.
- c. Overtime shall be reported and paid on the basis of the nearest quarter (1/4) hour.
 - 1) Designated hospital-based eight (8) hour employees who are assigned to a fourteen (14) consecutive day work period,
 - a) shall be compensated at one and one-half times (1 1/2x) the regular-straight time rate for hours worked which exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period, and
 - b) shall receive the time and one-half (1 1/2x) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period.
 - 2) Any payment at the time and one-half (1 1/2x) rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1 1/2x) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

K. CONSECUTIVE DAYS OF WORK

Employees will be paid one and one-half times (1 1/2x) their straight-time rate in the following circumstances, until a day off is granted:

1. when employees regularly scheduled to work eight (8) hours per day work more than six (6) continuous full shifts for more than six (6) consecutive days;
2. when employees regularly scheduled to work ten (10) hours per day work more than five (5) continuous full shifts for more than five (5) consecutive days; and
3. when employees regularly scheduled to work twelve (12) hours per day work more than four (4) continuous full shifts for more than four (4) consecutive days.

The consecutive days of work provisions may be waived by the employee, either at her/his request or as the result of a scheduling change requested by the employee which results in such consecutive days of work.

L. 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. Where remote location pay, sea pay, and special Mt. Hamilton and Lick Observatory pay provisions currently exist, they shall remain in force throughout the life of this Agreement.

M. PRINCIPAL TELESCOPE TECHNICIANS AT UC SANTA CRUZ, LICK OBSERVATORY

1. UCO/Lick Observatory Principal Telescope Technicians may be assigned to work regular or alternate schedules. UCO/Lick Observatory Principal Technicians are not subject to the Schedule/Shift Assignment or the Consecutive Days of Work provisions included under Article 13, Hours of Work.
2. When practicable, the University will provide UCO/Lick Observatory Principle Telescope Technicians with at least five (5) work days' notice prior to changing the work schedule / shift for a period of less than four (4) workweeks duration.

3. When practicable, the University will provide UCO/Lick Observatory Principal Telescope Technicians with at least 15 (fifteen) work days' notice prior to changing the work schedule / shift for a period of at least four (4) workweeks duration.
4. UCO/Lick Observatory Principal Telescope Technicians who do not have fixed work schedules and shift assignments will be made aware of their work schedule / shift assignment when feasible.

N. **LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL)**

1. **Definitions**

- a. **Calendar Day:** A calendar day is the 24-hour period from midnight of one day to midnight of the next day.
- b. **Calendar Week:** A calendar week extends from 12:01 a.m. Sunday to midnight the following Saturday.
- c. **Standard Laboratory Workday:** The standard workday is 8 hours in a 24 hour period on pay status with an unpaid meal break of at least 30 minutes (whether exempt or non-exempt).
 - i. **Day Shift:** The standard day shift workday for full-time employees is 8 hours per day, 8:00 a.m. to 4:00 p.m.
 - ii. **Swing Shift:** The standard swing shift workday for full-time employees is 8 hours per day, 4:00 p.m. to midnight.
 - iii. **Owl Shift:** The standard owl shift workday for full-time employees is 8 hours per day, midnight to 8:00 a.m.
 - iv. **Exceptions:** Supervisors may establish workday schedules, with division management approval, other than the standard Laboratory workday if necessary to meet operational needs in certain operating situations such as Laboratory protection, accelerator and computer operations, and scientific experiments in which experimental needs determine coverage requirements. Additional exceptions may be allowed as defined in the section on Flexitime below.
- d. **Standard Laboratory Workweek:** Normally, a workweek consists of five consecutive workdays, Monday through Friday, within a calendar week.

- e. **Work Schedule:** The daily, weekly, or monthly hours that an employee is assigned to work.
- f. **Full Time:** A schedule involving complete workweeks or calendar months.
- g. **Variable Time:** A schedule with no fixed percentage of time or schedule. Hours worked will vary depending on operational needs.

2. **Scheduling and Work Location**

- a. **Determination of Individual Work Schedule:** Employee work schedules are determined by the designated supervisor of the work unit, within division policy, to ensure that the work unit's operational needs have appropriate coverage.
- b. **Non-Exempt Employees:** The regular number of hours worked by full-time, non-exempt employees is 40 hours in a workweek. Work beyond 8 hours in a day or 40 hours in a week is subject to additional compensation only under the circumstances described the section on Overtime below.
- c. **Meal Periods:** Any work schedule of six continuous hours or more shall provide employees with a meal period of at least one-half hour. Meal periods, which should be duty-free, are neither time worked nor time on pay status.
- d. **Rest Periods:** A full-time, nonexempt employee may be granted two 15-minute rest periods, one to be taken in the work period prior to the meal period and one in the work period following the meal period. A part-time employee may 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. Rest periods may not be taken at the beginning or end of the work period, and time not used for rest periods may not be accumulated to be used at a later date. Scheduling of rest periods is subject to the approval of the employee's supervisor. Abuse of rest periods may result in disciplinary action. Such rest periods shall be considered time worked.

- e. **Work Location:** All employees are required to perform their work at an official Laboratory location, except while on travel status or through an approved telecommuting agreement, unless specific approval has been granted for work at another location. Official laboratory locations include, but are not limited to, the facilities in the San Francisco Bay Area, and locations such as the Washington, DC Office and Fermi Lab where Laboratory employees also reside. Agreements to perform work at alternative work sites must be in compliance with Laboratory policies.
- f. **Use of Work Time for Personal Business:** No portion of time due the Laboratory may be devoted to private purposes and no outside employment may interfere with the performance of Laboratory duties. Use of Laboratory telephones for brief calls within the local commuting area is permitted, when required by changes in work plans, emergencies, or coordination of work activities with family members or others who can be reached only during working hours.

3. Overtime

- a. **Definition:** Overtime in most cases is actual time worked in excess of 8 hours per day or 40 hours per week in order to cover emergencies or to meet job responsibilities. Paid holiday leave is considered to be time worked. Sick leave, vacation, military leave, court leave, and any other leaves with pay are not considered to be time worked for purposes of compensation for overtime.
- b. **Policy:** Only non-exempt employees are eligible for overtime pay. All overtime must be approved in advance by the employee's supervisor.
- c. **Pay for Overtime:** Overtime for non-exempt employees will be paid at the rate of 1 ½ times the regular hourly rate for hours worked in excess of eight hours per day or 40 hours per week. All overtime must be compensated, even if not approved in advance. Granting compensatory time off in lieu of overtime pay is prohibited.
- d. **Pay for Overtime Meals:** Employees may be paid overtime for meals if all the conditions set forth in Laboratory policy regarding Laboratory-Hosted (Funded) Meetings concerning payment for food services are met, and one of the following conditions applies:
 - 1) The work situation requiring the overtime is such that the employee is held over or called in early, without prior notice, so that the combined regular work shift and overtime assignment

totals a minimum of two hours over the regular work shift, or 2)
The work situation requiring the overtime is such that the employee is called in, without prior notice, on a day off, holiday, or call-back basis for a minimum of 5 hours.

4. Pay for Travel Time (Non-exempt employees)

Travel between an employee's home is not considered time worked. Travel on Laboratory 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.

5. Call-In Pay

Non-exempt employees who are called in for short jobs outside their regular weekly schedule will be paid for a minimum of four hours or the hours worked, whichever is greater. Such pay will include shift differential and overtime if appropriate.

6. Flexible Work Options

Flexible work options are tools managers and supervisors can use to help meet the work/life balance needs of their employees while simultaneously ensuring that the work unit's operational needs are met. While the Lab supports the use of flexible work options wherever possible, they do not change the basic terms and conditions of Laboratory employment and are not entitlements. Granting or denial of a request for a flexible work option, or rescission of an approved flexible work option, is not subject to the grievance or arbitration procedure. The Laboratory currently has two flexible work options that may be considered: Flextime and Telecommuting Agreements. Approval of both options must be within the provisions of M.1 and M.2 above.

a. **Flexitime**

- i. **General:** It is the intent, except as noted below, to make flexible working hours available to all employees by allowing employees to redistribute their daily work hours within a framework defined by division management that is within the provisions of M.1 and M.2 above. The goal is to allow employees some flexibility regarding their daily work schedule, compatible with effective job accomplishment and work unit operational needs. Division/department management may determine that there are specific scientific and/or operational necessity reasons during which a regular, ongoing flexitime schedule cannot be implemented. If scientific or operational requirements make regular, formal flexitime practices unfeasible, arrangements can be made between the supervisor and employee on an ad hoc basis.
- ii. **Operating Guidelines:** In reviewing a request for flexitime, supervisors should consider 1) the minimum staffing required to ensure that normal services and functions of a work unit will be available during the standard workday, and 2) the amount of time an employee is expected to be on the job during a given time period.
- iii. **Core Hours:** The time when employees are normally expected to be at work: 9:30 a.m. through 11:30 a.m. and 1:30 p.m. through 3:30 p.m.
- iv. **Responsibilities:** Division directors are responsible for implementation of this policy, will determine whether flexitime is appropriate within the division, and will approve employee's flexitime schedules. Supervisors are responsible for ensuring that employees in their work units understand and meet work-unit operating guidelines and that the work unit operates effectively; this means identification of essential tasks, operations, and functions that must be accomplished at certain times during the workday and the development of coverage requirements. Employees are responsible for accurately reporting their time worked. It is the responsibility of employees working flexitime and supervisors to communicate changes of personal or job schedule to those whom the changes may affect.

b. **Telecommuting**

- i. **General:** Telecommuting is a work option in which employees fulfill their job responsibilities at home or another approved location. The arrangement may cover all or part of the employees' scheduled hours and may be on an intermittent/occasional basis or on a regular schedule. Telecommuting arrangements must be consistent with Laboratory policy and do not change the basic terms and conditions of Laboratory employment. An employee's performance while telecommuting is measured using the same standards that apply when the work is performed at the Laboratory and will be documented in the annual performance review. Telecommuting agreements may be terminated at any time by either the employee or the supervisor. When possible, a 30 days' notice should be provided. Telecommuting is voluntary and is not an entitlement.
- ii. **Approvals:** Approval of an employee's request to telecommute is based on the operational needs of the work unit. A regular telecommuting schedule must be approved by the Division Director or Department Head (or designee). Occasional or intermittent telecommuting arrangements require supervisor approval. Telecommuting agreements involving nonexempt employees require concurrence of the Manager, Employee and Labor Relations.
- iii. **Types of telecommuting arrangements:** Telecommuting can be on an intermittent or occasional basis or on a regular part- or full-time schedule. A regular telecommuting schedule requires a written agreement, not to exceed 12 months, between the supervisor and employee. Agreements expire automatically on the stated end date unless reviewed and renewed prior to that date. Renewal is subject to the work unit's operational needs and the supervisor's assessment of the employee's performance. Changes in the terms of a telecommuting agreement within the 12-month period, e.g. change in off-site work location or telecommuting schedule, are to be documented as they occur. If, in the opinion of the supervisor, an intermittent telecommuting arrangement begins to occur frequently while still not on a regular schedule, the supervisor may require a written agreement. The agreement may be found at the HR Forms webpage.

7. Special Provisions for Employees at the Advanced Light Source and Human Genome Center Project

a. **Changes in Work Shifts**

During the life of this Agreement, the Employer may institute new work shifts, which includes elimination of one or more shifts and/or changes in workweeks. Any changed work shift will be first offered to employees in the order of their classification seniority. However, in all cases, all employees going to the new shift/week must, in the Employer's judgment, currently have the requisite knowledge, skill and efficiency to perform the work. The Employer's judgment must be exercised in good faith and is subject to the Grievance-Arbitration procedures.

b. **Changes in Shift Assignments**

Shift changes, whether indefinite or temporary, must be posted at least thirty (30) calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the Union. No employee shall be compelled to enter into any such waiver. Where the proper thirty (30) days of notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half (1-1/2). Temporary shift changes shall be based on business need and shall not be used as discipline. In the case of temporary shift change, the affected employees shall be notified of the expected duration the shift change. Pairs of employees can request shift changes which shall be granted if, in the Employer's judgment, the employees currently have the requisite knowledge, skill and efficiency to perform the work. The Employer's judgment must be exercised in good faith and is subject to the Grievance-Arbitration procedures.

c. **The ALS 7-3-7-4-Alternate Work Schedule**

The ALS 7-3-7-4 alternate work schedule provides for employee work twenty-four (24) hours per day, seven (7) days per week, consecutive days off, and no rotation involving the owl shift. The ALS 7-3-7-4 alternate work schedule is as follows: Seven (7) consecutive days of work, followed by three (3) consecutive days off, followed by another seven (7) consecutive days of work, and then four (4) consecutive days off. At the end of this 7-3-7-4 cycle, the pattern repeats. Employees working the ALS 7-3-7-4 alternate work schedule are not subject to the Consecutive Days of Work provisions included in Section K of this article. In each seven (7)-workday series, the first day is a nine (9)-hour shift with one (1) hour scheduled overtime. Each subsequent workday (days two (2) through seven (7)) in the series is an eight and a half (8.5)-hour shift with a half-hour (1/2) scheduled overtime. Only employees

assigned to work on the ALS 7-3-7-4 alternate work schedule are entitled to this scheduled overtime.

For example:

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Workday #1 9 hours	Workday #2 8.5 hours	Workday #3 8.5 hours	Workday #4 8.5 hours	Workday #5 8.5 hours	Workday #6 8.5 hours	Workday #7 8.5 hours
Day off	Day off	Day off	Workday #1 9 hours	Workday #2 8.5 hours	Workday #3 8.5 hours	Workday #4 8.5 hours
Workday #5 8.5 hours	Workday #6 8.5 hours	Workday #7 8.5 hours	Day off	Day off	Day off	Day off