

## **ARTICLE 13 HOURS OF WORK**

### **A. EXEMPT EMPLOYEES**

A workweek for full-time exempt employees is normally considered to be forty (40) hours, and for part-time 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. Exempt employees do not receive overtime compensation or compensatory time off. After extended periods of additional time worked or an unusually heavy workload, supervisors may approve employee' requests for a temporary reduction in work schedule with no loss in pay.

### **B. NON-EXEMPT EMPLOYEES**

#### **1. 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. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the University.

#### **2. Standard Work Schedules**

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 (8) hours per day on five (5) consecutive days excluding meal periods.

#### **3. Schedules**

Employees will be made aware of their work schedule in the following manner:

- a. When practicable, the University will provide an employee with at least five-work days' notice prior to changing the employee's work schedule for a period of less than four workweeks duration.
- b. When practicable, the University will provide an employee with at least fifteen (15) work days' notice prior to changing the employee's work schedule for a period of at least four workweeks duration.

- c. Employees who do not have fixed work schedules will be made aware of their work schedule when feasible.
- d. Employees may request and the University may, at its sole non-grievable discretion, grant employee requests for flexible working hours.

**4. Alternate Work Schedules** may be established by the University to ensure adequate staffing and coverage to meet operational requirements. An employee may request an alternate work schedule. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform affected employees and UPTE at least thirty (30) calendar days prior to taking such action.

#### **5. Meal Periods**

A meal period of at least one-half 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.

#### **6. Rest Periods**

- a. Two rest periods of fifteen (15) minutes shall normally be granted during an eight (8) hour or a ten (10) hour work period. 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 continuous hours or more, not to exceed two (2) rest periods per day.
- b. Operational requirements may restrict the granting 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. Changing and Clean-Up Time**

The University shall determine when clean-up time is required. When the University requires that the employees must change into or out of protective clothing, or must engage in special washing or cleaning procedures, the time spent in such activities shall be considered as time worked.

## **8. 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.

## **9. Overtime Definition**

Overtime is time actually worked that exceeds forty (40) hours in a workweek. For the purposes of calculating overtime, actual work does not include time in non-work status such as sick leave pay, vacation pay, holiday pay, military leave, compensatory time off and administrative leave with pay. Overtime hours do not count toward accumulation of sick leave, vacation, holiday or retirement system credit. Overtime hours are not compensated at one and one-half times the straight time rate unless the conditions described in Section B.10. below, are met.

## 10. Overtime Compensation

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.

- d. 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 his or her 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.
- e. 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 in accordance with location practice. An employee may request to schedule the use of compensatory time. An employee's request for the scheduling of compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.
- f. Employees in classes designated as non-exempt are eligible for overtime at one and one-half times the straight-time rate as follows:
  - 1) Hours of overtime not exceeding forty (40) hours of actual work in a workweek shall be compensated at the straight-time rate.
  - 2) Hours of overtime which exceed forty (40) hours of actual work in a workweek shall be compensated at one and one-half times the straight-time rate.
- g. When an employee is employed at more than one rate of pay, overtime earned at the time-and-one-half rate may be calculated based on the employee's average hourly rate or based on the rate in effect when the overtime is worked, at the option of the University.

## 11. Premium Overtime

- a. Premium overtime shall be calculated on the straight time rate.
  - 1) Employees shall be compensated at one and one-half (1 1/2x) times the straight rate for hours actually worked which exceed the hours of a regularly scheduled shift of eight (8) hours or more a day.

- 2) Regardless of the employee's assigned shift, the University shall pay double time pay for hours worked over twelve consecutive hours in a day.
- 3) This provision shall become effective for employees paid on a monthly basis the pay period beginning on October 1, 2019 and for those employees paid by bi-weekly the pay period beginning October 6, 2019.

## **12. Call-Back**

When an employee is called back to work after completing a work day and leaving the premises, the employee shall be paid for the time actually worked upon return or a minimum of three (3) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

## **13. On-Call**

The University retains the right to determine the need for, and the assignment of, on-call time. An employee is not considered in on-call status unless assigned on-call by the University. 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 the 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.

- a. 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.
- b. 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).
- c. If the University proposes to establish an on-call rate for a title in the unit at a location where no rate is listed, the University shall meet and confer with

UPTe. When employees in this unit at the location are assigned to work on-call, they shall be paid according to Appendix A. Current on-call rates where established will remain the same for the duration of this contract.

#### **14. 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.

### **C. GENERAL PROVISIONS**

1. This Article shall not be construed as a guarantee of or limitation on the number of hours per workday or workweek.
2. There shall be no duplication, pyramiding, or compounding of any premium wage payments in this Agreement.
3. The University will provide notice to UPTe (at UCSD) after the research ships return if any bargaining unit members were required to work more than twelve (12) hours consecutively in a twenty-four (24) hour period.

### **D. 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 fulltime 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 Flextime 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.

#### **15. 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.

#### **16. 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 D.1 and D.2 above.

a. **Flextime**

- 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 D.1 and D.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 flextime schedule cannot be implemented. If scientific or operational requirements make regular, formal flextime practices unfeasible, arrangements can be made between the supervisor and employee on an ad hoc basis.
- ii. **Operating Guidelines:** In reviewing a request for flextime, 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 flextime is appropriate within the division, and will approve employee's flextime 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 flextime 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. 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

**8. Supplemental Notations Applicable to Genomic Operations**

- a. **Workweek:** The workweek shall commence at 12:01 a.m. Sunday to and including 12 midnight the following Saturday. The work week shall be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days excluding the meal period.
- b. **Shifts**
  - i. **Initial Shift Assignments:** Any newly available work shift will be first offered to employees in the appropriate classification in order of seniority. If an insufficient number of employees select the new shifts/weeks/starting times, the employer will assign employees to it in the inverse order of seniority. However, in all cases, all employees going to the new shift/week/start time 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 and Arbitration procedures. For those employees on shifts or when operational needs require the efficient use of resources, within a work week, an employee shall have the same start time each day of the week.
  - ii. **Day Shift:** Shall correspond to work hours and flextime allowance hours as described in section D.1 and D.6 above.
  - iii. **Evening Shift:** Shift start times shall commence between the hours from 3:00 p.m. to and including 6:00 p.m. Shifts may start on the hour, or any quarter (1/4) hour or half-hour (1/2-hour). Shift premium under these circumstances shall be paid biweekly or monthly at the

rate of seven (7) and one-half (1/2) percent of the base pay calculated on a weekly basis.

- iv. **Owl Shift:** Shift start times shall commence between the hours from 10:00 p.m. to and including 12:00 midnight. Shifts may start on the hour and any quarter hour or half-hour. Shift premium under these circumstances shall be paid biweekly or monthly at the rate of fifteen percent (15%) of the base pay calculated on a weekly basis.
- v. **Shift Changes:** If less than thirty (30) days' notice of a shift change is given to an exempt employee, the employee shall be paid the equivalent of one-half (1/2) of one (1) day's pay.
- c. **Meal Periods:** Meal periods shall be one (1) hour in length, except that the employer may, upon request, grant a one-half (1/2-hour) hour meal period. Meal periods shall generally be scheduled at the midpoint of the employee's workday.
- d. **Rest Periods:** Employees shall be granted two (2) fifteen (15) minute rest periods during the regular work day. Rest times shall not be taken at the start or end of the workday or be combined with each other or the meal period.
- e. **Overtime:** Overtime is applicable to employees classified as non-exempt. When computing premium pay for time worked over the normal forty-hour (40-hour) workweek, paid holiday leave is considered as time worked. Sick leave, vacation, military leave, court leave, and any other leave with or without pay is not considered as time worked. Employees must receive prior authorization for overtime. Compensatory time off with pay, as such, is not granted to any employee. However, an employee who consistently works more than a standard forty-hour (40-hour) workweek may request Authorized Leave with Pay in recognition of their extra effort. Management shall endeavor to grant such request. Authorized Leave with Pay shall not be used to balance extra work above an employee's basic work period on an hour-for-hour basis