

ARTICLE 11 HOURS OF WORK

A. EXEMPT EMPLOYEES

1. The normal workweek for a full-time exempt employee is considered to be 40 hours, and for part-time exempt employees the proportion of 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, or additional compensation beyond the established salary for the position. 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.
 - 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

1. Workweek

A workweek is a period of time consisting of seven consecutive days. The workweek is from 12:00 a.m. Sunday to 11:59 p.m. the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the University.
2. Work Schedule
 - a. A work schedule is the normal hours of work for an employee within one or more workweeks. Employees will be scheduled in accordance with the needs of the University.

b. Full and part-time work schedules which may be established by the University include, but are not limited to:

- 1) Eight (8) hours per day, excluding meal periods, on five (5) separate days within a workweek;
- 2) Eight (8) hours per day, excluding meal periods, on ten (10) separate days within two (2) consecutive workweeks;
- 3) Ten (10) hours per day, excluding meal periods, on four (4) separate days within a workweek;
- 4) Ten (10) hours per day, excluding meal periods, on eight (8) separate days within two (2) consecutive workweeks;
- 5) Twelve (12) hours per day, excluding meal periods, on ten (10) separate days within three (3) consecutive workweeks;
or
- 6) Twelve (12) hours per day, excluding meal periods, on thirteen (13) separate days within four (4) consecutive workweeks.

3. Shift Coverage

The University shall determine when coverage is needed for vacation leave, sick leave, jury duty, military leave and other leaves. The University shall consider volunteers in assignment of HX employees.

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. 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.
- c. 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.

5. Posting Of Schedules

- a. The University shall attempt to post work schedules at least two (2) weeks in advance. HX unit employees will be notified when changes occur to the schedule.
- b. "Posted work schedules" as used in this Article shall mean a printed, typewritten or handwritten schedule which is posted in a work site area of the affected employee, or a schedule which is available or distributed electronically
- c. Part-time career employees who have indicated their availability for additional assignments shall, when practicable, be offered the opportunity to work additional full or partial shifts prior to the scheduling of any per diem employee(s) for additional shifts, within the following limitations:
 - 1) The affected part-time career employee(s) are qualified for the additional assignment(s), as determined by the University; and
 - 2) The University shall not be obligated to offer any additional assignment(s) to part-time employees if such assignment(s) will result in any form of premium pay as a result of the employee(s) working any additional shift(s); and
 - 3) The University shall not be obligated to modify the work schedule of any Per Diem employee who has been previously prescheduled in order to provide any part-time career employee(s) with additional work.

6. Shift Preference

With regard to shift assignments, an employee may file a written indication of preference for a particular shift (i.e., day shift, evening shift, or night shift) with his/her supervisor. The University shall also consider length of University service and the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment.

7. Meal Periods

Not more than one (1) meal period of at least one-half ($\frac{1}{2}$) hour is provided for shifts of eight (8) 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 workstation. Whenever an employee

is required to perform work during a meal period, the meal period shall be considered time worked.

8. Rest Periods

Time normally granted for rest periods is limited to two (2) periods of fifteen (15) minutes during an 8-hour or 10-hour shift, or three (3) periods during a 12-hour shift.

9. Changing and Clean-up Time

The University shall determine when cleanup 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.

10. Travel Time

Travel on University business during an employee's normal working hours, or outside normal working hours is considered time worked if performed pursuant to the University's instructions. Travel between an employee's home and the workplace is not considered time worked.

11. Call Back

- a. Call back pertains to an employee who is not in on-call status and is called back to work in his/her unit after completing a shift and leaving the premises and before the employee's next scheduled shift. An employee called back to work may be assigned by the University to perform available work.
- b. An employee called back to work 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.

12. On-Call

- a. On-call is time during which an employee is required to be available for return to work as a result of a call to work. An employee is not considered to be in on-call status unless the employee had previously been scheduled by the University for the assignment. The University retains the right to determine the need for, and the assignment of, on-call time.

- b. On-call will not be considered hours worked when employees are free to engage in activities for their own purposes even though they are required to inform the employer how they can be reached though to carry a beeper or radio.
 - 1) An employee in on-call status who is called in to work shall be guaranteed a minimum of two (2) hours of work or two (2) hours of pay in lieu of work for each occurrence of call-in. An employee in on-call status is not eligible for minimum call-back.
 - 2) Time spent in unrestricted on-call status, but not actually worked is not considered as time worked or time on regular pay status.
 - 3) An employee called in to work from on-call status shall be assigned by the University to perform available work.
 - 4) Employees are eligible for additional pay for unrestricted on-call in accordance with the rates listed in Appendix A-1, A-2 and A-3.
- c. On-call will be considered hours worked when an employee is required to restrict personal activities so that the employee cannot use his or her time effectively for the employee's purposes. Under such circumstances, the employee will be paid at the employee's normal pay rate (or overtime when appropriate).

13. Overtime

a. Assignment of Overtime

The University shall decide when overtime is needed and which employees will be assigned overtime. When practicable, the University shall ask for volunteers in the assignment of overtime and shall attempt to distribute overtime work assignments equitably based on the employee's ability to perform the work. 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. Compensation of Overtime

- 1) Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- 2) Actual work 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.
- 3) Except as provided in Section D, below, employees shall be compensated for overtime worked at one and one-half (1-½) times the straight-time rate when the following conditions apply:
 - a) **8/80 Option**
Designated eight-hour employees who are assigned to a fourteen (14) consecutive day work period shall receive the time and one-half (1-½) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. In addition, such employees shall be compensated at one and one-half (1-½X) times the regular straight time rate for hours worked which exceed eight (8) hours of actual work in any workday within the 14-day work period. Any payment at the time and one-half rate for daily overtime hours worked within the 14-day work period shall be credited toward any time and one-half (1-½x) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

c. **Premium Pay**

- 1) Daily premium shall be calculated on the straight time rate.
 - a) Employees shall be compensated at one and one-half (1½x) 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.
 - b) Regardless of the employee's assigned shift, the University shall pay double time (2x) pay over twelve (12) consecutive hours actually worked in a day.
 - c) 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 bi-weekly the pay period beginning October 6, 2019.

d. Compensatory Time

1) Overtime Compensation

a) 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.

b) 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 his/her immediate supervisor. The University shall grant the preference indicated.

c) The written indication of preference referenced in 1) b) above may be withdrawn by mutual agreement of the supervisor and the employee.

2) 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.

3) An employee may request scheduling 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. Once the University has approved an employee's request to schedule compensatory time, the University shall not unreasonably rescind such approval.

C. GENERAL PROVISIONS

There shall be no duplication, pyramiding, or compounding of any premium wage payments.

D. CONSECUTIVE DAYS OF WORK

1. Subject to operational needs, the University shall make every effort to avoid assigning HX Unit employees to work full shifts in excess of the

terms outlined in D.3.a., b., and c. below. For the purpose of this Section, a full shift consists of 8, 10 or 12 hours of work.

2. The consecutive days of work provisions may be waived by the employee, either at his/her request or as the result of scheduling change requested by the employee which results in such consecutive days of work.
3. An HX Unit employee shall be paid one and one-half (1-1/2) times the employee's straight-time rate for all hours worked on each shift in excess of a., b., or c., below until a day off is granted when:
 - a. A designated 8-hour employee is scheduled to work more than six (6) consecutive full shifts within six (6) consecutive days.
 - b. A designated 10-hour employee is scheduled to work more than five (5) consecutive full shifts within five (5) consecutive days.
 - c. A designated 12-hour employee is scheduled to work more than four (4) consecutive full shifts within four (4) consecutive days.\

E. REST BETWEEN SHIFTS

The University encourages supervisors to schedule shifts so as to provide adequate rest between shifts.

F. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates in effect at PERB's certification of UPTE-CWA local 9119, on September 15, 1997, shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.