

ARTICLE 12 HOURS OF WORK

A. WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. The 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 SCHEDULE

1. A work schedule is the normal hours of work for an employee within a workweek. Employees will be scheduled in accordance with the needs of the University.
2. Full and part-time work schedules which may be established by the University include, but are not limited to:
 - a. Eight (8) hours per day, excluding meal periods, on five (5) separate days within a workweek;
 - b. Ten (10) hours per day, excluding meal periods, on four (4) separate days within a workweek;
 - c. Ten (10) hours per day, excluding meal periods, on eight (8) separate days within two (2) consecutive workweeks; and
 - d. Twelve (12) hours per day, excluding meal periods, on ten (10) separate days within three (3) consecutive workweeks.
3. In the event the University decides to abolish, establish or change work schedules in work areas, the University shall inform AFSCME at least thirty (30) calendar days prior to taking such action.
4. Request for Alternate Schedule – Notwithstanding any other provisions of Article 12 – Hours of Work, employees working in Monday through Friday operations may voluntarily submit a written request to be scheduled to work a variable number of hours per day. If the University grants such request, it may schedule the requesting employee(s) to work the alternate schedule without the payment of overtime or premium pay, provided the work schedule does not exceed forty (40) hours in the workweek or twelve (12) hours in the workday. Once granted, the University or the employee may rescind the alternative schedule with thirty (30) calendar days advance written notice.

C. POSTING/NOTICE OF SCHEDULES

1. In areas that require staffing seven (7) days a week the University shall, if practicable, post work schedules at least two (2) weeks in advance. Insofar as practicable, the University shall update posted work schedules as changes occur. "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.

2. When feasible, the University shall provide at least fifteen (15) calendar days notice to an employee prior to a long-term change in the employee's shift. Provision or non-provision of such notice shall not be subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
3. 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 immediate supervisor. Where a vacancy occurs on a shift where current department career employees who have substantially equal qualifications have filed a written indication of preference, the University shall use length of department seniority to make the shift assignment. When determining qualifications, the University shall consider relevant licensing certifications, experience, skills and abilities, performance evaluations, and disciplinary issues within the two years, if any.

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 unless an employee is required by the University to remain on the job at a work station. Such an arrangement must be approved in advance by the University; management may identify positions for which blanket approvals may be provided in advance to cover verifiable emergency situations. Whenever an employee is permitted to perform work during a meal period, the meal period shall be considered time worked.

E. REST PERIODS AND CLEAN-UP TIME

1. Two (2) rest periods of not more than fifteen (15) minutes shall normally be granted during an eight (8) hour or a ten (10) hour shift. Three (3) rest periods of not more than fifteen (15) minutes may be granted during a twelve (12) hour shift. Part-time employees 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. It is understood that operational requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provision of services to patients, clients, the public, or University employees may occasionally require the uninterrupted presence of the employee(s). In such situations rest breaks will not be granted.
 - a. The University will make every effort to ensure that an employee has the opportunity to take a rest period(s) in accordance with Section E.1. above. As soon as an employee

determines that s/he is unable to take a rest break, s/he must notify his/her supervisor (or designee). The University will make every effort to ensure the employee is offered the opportunity to take an alternative rest period(s) during his/her shift.

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 shall be at the sole, non-grievable discretion of the department.
4. The University shall determine when clean-up time is necessary for employees. If the University determines that such clean-up time is necessary, a maximum of ten (10) minutes of clean-up time prior to the employee's meal period and/or at the end of each shift shall be granted and considered as time worked.

F. CONSECUTIVE DAYS OF WORK

1. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works an eight (8) hour shift to work more than six (6) consecutive days. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works a ten (10) hour shift to work more than five (5) consecutive days. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works a twelve (12) hour shift to work more than four (4) consecutive days. An employee shall be paid one and one-half (1-1/2) times his/her straight time rate for all hours worked on each consecutive day of work in excess of the above until a day off is granted.
2. The consecutive days of work provisions may be waived by the employee, either at his/her request or as the result of a scheduling change requested by the employee which results in such consecutive days of work.

G. ASSIGNMENT OF OVERTIME

1. The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. The University shall notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees are expected to work overtime when such work is assigned.
2. Overtime shall not be assigned except after the University has attempted to fill the assignment by:
 - a. soliciting volunteers, who are competent to perform the work, within the job classification. The University will grant voluntary overtime work based on seniority among those employees on the

same shift who normally perform the work involved and have requested to work overtime; or

- b. soliciting Per Diem employees who are competent to perform the work within the job classification.
1. If the University must assign overtime, the University shall notify the least senior employee on duty, who is competent to perform the work, that overtime must be worked. Such employee will be required to work the overtime as assigned.

H. OVERTIME DEFINITION

1. 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. 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. Overtime hours do not count toward accumulation of sick leave, vacation, holiday or retirement system credit.

I. OVERTIME COMPENSATION

1. Through September 30, 2010, at the option of the University, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off in accordance with Section J below.

a. 40-Hour Option

Employees in classes designated in Appendix A of this Agreement as eligible for overtime at one and one-half (1-1/2) times the straight time rate (OT(P)) code N) shall be compensated at the straight time rate for hours of overtime not exceeding forty (40) hours of actual work in a workweek and shall be compensated at one and one-half (1-1/2) times the straight time rate only for those overtime hours which exceed forty (40) hours of actual work in a workweek.

b. 8/80 Option

- i. At the option of the University, hospital employees in eligible classes may be compensated for overtime at one and one-half (1-1/2) times the straight time rate for hours worked which exceed eighty (80) hours of actual work in a fourteen (14) consecutive day work period. In addition, such employees shall be compensated at one and one-half (1-1/2) times the 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, regardless of the number of hours in their regularly established daily work schedule. Any payment at the time and one-half rate for daily overtime hours worked

within the fourteen (14) day work period shall be credited toward any time and one-half overtime compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

- ii. The University shall have the sole, non-grievable discretion to change the method of overtime compensation for any hospital employee from or to the optional method described in this Section.
 - c. 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.
 - d. "Actual work" does not include paid leave as listed in Section H above.
2. Effective on the first day of the bi-weekly, semi-monthly, or monthly pay period nearest and following October 1, 2010 overtime shall be compensated at the appropriate rate either by pay or by compensatory time off in accordance with Section J below.

a. **8-hour shifts**

Employees shall be compensated at one and one-half (1-1/2) times the straight time rate for hours worked which exceed eighty (80) hours of actual work in a fourteen (14) consecutive day work period. Except as provided in Section I.2.e. below, employees shall be compensated at one and one-half (1-1/2) time the straight time rate for hours worked which exceed eight (8) hours of actual work in any worked day within the fourteen (14) day work period. Any payment at the time and one-half rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half overtime compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

b. **10-hour shifts**

Employees shall be compensated at one and one-half (1-1/2) times the straight time rate for hours worked which exceed eighty (80) hours of actual work in a fourteen (14) consecutive day work period. Except as provided in Section I.2.e. below, employees shall be compensated at one and one-half (1-1/2) time the straight time rate for hours worked which exceed ten (10) hours of actual work in any worked day within the fourteen (14) day work period. Any payment at the time and one-half rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half overtime

compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

c. **12-hour shifts**

Employees shall be compensated at one and one-half (1-1/2) times the straight time rate for hours worked which exceed eighty (80) hours of actual work in a fourteen (14) consecutive day work period. Except as provided in Section I.2.e. below, employees shall be compensated at one and one-half (1-1/2) times the straight time rate for hours worked which exceed twelve (12) hours of actual work in any worked day within the fourteen (14) day work period. Any payment at the double time rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1-1/2) overtime compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

- d. Regardless of an employee's assigned shift, any employee who works in excess of twelve hours in any one workday shall be paid double (2x) the regular rate of pay for the hours over twelve (12).

J. COMPENSATORY TIME OFF

1. If the University chooses to compensate overtime with compensatory time off for any employee or group of employees, such overtime will be compensated at the appropriate rate by:
 - a. One (1) hour of compensatory time off for each hour of overtime earned at the straight time rate of pay; and
 - b. One and one-half (1-1/2) hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.
2. No more than two hundred forty (240) hours of compensatory time off (one hundred sixty (160) hours of overtime which require compensation at the time and one-half rate) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.
3. Compensatory time off shall be scheduled by the University and taken within two (2) six (6) month bank periods (December 1 - May 31; June 1 - November 30). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or in the bank period following that in which it is earned shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University.
4. Upon separation from employment, employees shall be paid for all accumulated overtime; accumulated overtime earned at the time and one-half rate shall be paid at the employee's current rate of pay or at

the employee's average rate of pay for the last three years of employment, whichever is higher.

5. Compensatory time off is scheduled by the University. The University may require employees to take compensatory time off. Employees may also request use of compensatory time; such requests shall be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy.

K. CALL-BACK

When an employee is called back to work after completing a shift 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.

L. ON-CALL

On-call is time during which an employee is required to be available for immediate return to work. An employee is not considered to be in on-call status unless he or she has previously been informed by the University of the assignment. The University retains the right to determine the need for and the assignment of on-call time. Eligibility for on-call pay and the on-call rates shall be as listed in Appendix A. Time spent in on-call status but not actually worked is not considered as time worked or time on pay status. Payment for on-call time shall be included as part of compensation when calculating the time and one-half overtime rate. An employee in on-call status shall receive a minimum 2-hour call-back-payments.

M. TRAVEL TIME

1. 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.
2. 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.

N. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. Nothing in this Article 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.

3. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.