

## **ARTICLE 13 HOURS OF WORK**

### **A. EXEMPT EMPLOYEES**

1. 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 employees' 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 Monday morning (12:01 a.m.) to midnight the following Sunday. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the University.

#### **2. Standard Work Schedule**

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/laboratory. 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.

- 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 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.
- 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 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.
- c. Employees in classes designated as non-exempt in Appendices A. and B. of this Agreement are eligible for overtime at one and one-half 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 times the straight-time rate only for those overtime hours which exceed forty (40) hours of actual work in a workweek.
- d. 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. 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 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**

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.

**13. 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**

Policies and procedures, definitions, qualifications, calculations, covered hours and rates relative to Hours of Work at the Laboratory shall remain in effect for employees at the Laboratory and shall supersede the provisions of this Article in Section A. through B., above.

See Side Letters regarding Advanced Light Source and Genomic Shift Operations.