

**ARTICLE 13  
HOURS OF WORK**

**A. STANDARD WORKWEEK – FOR 40 HOUR/WEEK EMPLOYEES**

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. 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 B of this Article.
2. Employees in Fire Fighter titles may be assigned to twenty-four (24) hour shifts and an annualized average fifty-six (56) hour week within a seven 7(k) work period.
3. Employees in Fire Fighter titles may be assigned to 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 (1) workweek or eighty (80) hours within two (2) consecutive workweeks.

**C. SCHEDULE ASSIGNMENTS**

1. Employees will be made aware of their work schedule assignment in the following manner:
  - a. Short-Term Changes - When practicable, the University will provide an employee with at least five (5) calendar days notice prior to changing her/his work schedule for a period of less than twenty-eight (28) calendar days duration.
  - b. Long-Term Changes - When practicable, the University will provide an employee with at least fifteen (15) calendar days notice prior to changing her/his work schedule for a period of more than twenty-eight (28) calendar days duration.

If the employee's supervisor fails to provide notice of an assignment change pursuant to Section B.1.a and b of this Article on three (3) or more occasions, failure to provide such notice on the third (3<sup>rd</sup>) 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.
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 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 IAFF 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. 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.

**E. 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.

**F. CALL-BACK**

1. Call-back applies to an employee who 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, 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.

**G. MEAL AND REST PERIODS - FORTY (40) HOURS/WEEK FIRE FIGHTERS**

1. Meal period of at least one-half ( $\frac{1}{2}$ ) 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.
2. Two (2) rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three (3) 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 (1) 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.
3. Operational requirements may restrict the granting of rest breaks.
4. 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.

## H. OVERTIME

### 1. Definitions

#### a. Forty (40) Hours Per Week Fire Fighters:

- 1) Overtime compensation will be computed based on forty (40) hours of actual work, in a seven (7) consecutive day workweek for Fire Fighters who work a forty (40) hour schedule.
- 2) Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- 3) Overtime hours are compensated at one and one-half times (1-½x) the straight-time rate only when an employee has actually worked in excess of forty (40) hours in the scheduled workweek.

#### b. Fifty-Six (56) Hours Per Week Fire Fighters:

- 1) Overtime compensation may be computed based on:
  - a) an authorized tour of duty not to exceed two-hundred sixteen (216) hours of actual work in a twenty-seven (27) consecutive day work period, for Fire Fighters who work a fifty-six (56) hour schedule; or
  - b) an authorized tour of duty not to exceed one-hundred ninety-two (192) hours of actual work in a twenty-four (24) consecutive day work period for Fire Fighters who work a fifty-six (56) hour schedule.
- 2) Fire fighting personnel as described in Section H.1.b.1.a, above shall be paid at the rate of one and one-half times (1-½x) the straight-time rate for hours actually worked which exceed two-hundred four (204) hours in the work period. Time due to vacation, sick leave or other paid absences shall not count towards FLSA pay eligibility.
- 3) Fire fighting personnel as described in Section H.1.b.1.b, above shall be paid at the rate of one and one-half times (1-½x) the straight-time rate for hours actually worked which exceed one-hundred eighty-two (182) hours in the

work period. Time due to vacation, sick leave or other paid absences shall not count towards FLSA pay eligibility.

- 4) Fire Fighters shall receive premium overtime pay for all overtime worked in addition to the normal work cycle shifts regardless of sick leave or vacation utilized in the work cycle.
- 5) Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- 6) There shall be no pay increase or pay decrease, upon periodic changes to and from Standard time to Daylight Savings time.

**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, based upon local operating procedures.
- c. The University shall assign overtime to employees irrespective of the local operating procedures 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.

- 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.

Overtime shall be reported and paid on the basis of the nearest quarter ( $\frac{1}{4}$ ) hour.

#### **I. 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.