

## **ARTICLE 11 HOURS OF WORK**

### **A. WORKWEEK/WORK PERIOD**

The University, in its discretion yet subject to the requirements of law, may utilize either a work week or work period method of scheduling work hours for the members of this unit.

1. A workweek is a period of time consisting of seven (7) consecutive days. The 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 at its sole discretion.
2. A work period is any established and regularly-recurring period of work that is not less than seven (7) consecutive days, nor more than 28 consecutive days. Except for this limitation, the work period can be of any length.

### **B. WORK SCHEDULE**

1. A work schedule is the normal number of days and hours of work assigned to an employee within a workweek/work period. 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 on five (5) days within a workweek;
  - b. Ten (10) hours per day on four (4) days within a workweek;
  - c. Eight (8), ten (10) or twelve (12) hours per day on each work day assigned within a work period.
  - d. The University will make an effort to provide consecutive days off.
3. If the University decides to abolish, establish or change work schedules in work areas, the University shall inform FUPOA at least thirty (30) calendar days prior to taking such action.

### **C. WORK SHIFTS AND ASSIGNMENTS**

1. A work shift is defined as the regularly assigned hours an employee works within the parameters of a specific work schedule as defined in B. above. (i.e. dayshift, swing shift, night shift, or graveyard shift.)
2. The University shall establish, abolish or change at its sole discretion any shift assignment(s). 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 6 - Grievance Procedure or Article 7 – Arbitration Procedure of this Agreement.
3. With regard to shift assignments, on a campus by campus basis and in accordance with campus practice, employees covered by this Agreement may indicate a preference for a particular shift (i.e., day shift, swing shift, night shift, graveyard shift and days off) at every rotation.

### **D. POSTING/NOTICE OF SCHEDULES**

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.

### **E. CHANGE TIME**

When the University requires that the employee must change into or out of uniform on or at a University facility, a maximum of ten (10) or fifteen (15) minutes of change time at the beginning and/or prior to the end of each shift shall be granted and considered as time worked. The University shall determine on a campus-by-campus basis whether or not change time is necessary for employees, and if so, how much change time will be allowed. Change time will remain in effect at the campuses currently compensating for change time.

## **F. OVERTIME DEFINITION**

1. **General** - Except as provided below in the sections regarding the payment of premium overtime, overtime is time worked that exceeds the hours of a full-time employee's regular daily schedule on pay status, or exceeds 40 hours on pay status in a workweek, 80 hours in a work period or 160 hours in a 28 consecutive day period. 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.
2. **Premium Overtime** - Premium overtime is time worked, as defined in F.3. and F.4. below which exceeds 40 hours in a workweek, 80 hours in a 14-day work period or 160 hours in a 28 consecutive day period. Overtime hours do not count towards the accumulation of sick leave, vacation, holiday, or retirement system credit.
3. **For UCB, UCSF, UCLA, UCR, UCSC, UCSB AND UCI only** - For the purposes of computing premium overtime, hours worked shall include paid vacation and compensatory time off.
4. **For UCD and UCSD only** - For the purposes of computing premium overtime, hours worked shall include paid holiday time, paid vacation, and compensatory time off.

## **G. ASSIGNMENT OF OVERTIME**

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 shall work overtime when such work is assigned.

## **H. OVERTIME COMPENSATION**

1. At the option of the University and on a campus-by-campus basis pursuant to current practice, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off in accordance with section I. below.
2. Employees shall be compensated at one and one-half (1½) times the straight time rate only for those hours of actual work in a workweek/work period which exceed the following:
  - a. Forty (40) hours in a seven (7) consecutive day week; or
  - b. Eighty (80) hours in a fourteen (14) consecutive day work period, or
  - c. 160 hours in a 28 consecutive day period.

## **I. COMPENSATORY TIME OFF**

1. On a campus-by-campus basis, if the University chooses to compensate premium overtime with compensatory time off for any employee or group of employees, such overtime will be compensated at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.
2. Each campus may set a maximum accumulation limit for compensatory time, but in no event shall an employee accumulate more than 480 hours (320 hours actually worked) of premium compensatory time. An employee shall be paid for hours of overtime which exceed the limit established by the campus or 480.
3. Upon separation from employment, employees shall be paid for all accumulated compensatory time. Accumulated compensatory time earned at the time and one-half rate shall be paid at the employee's current straight time rate of pay or at the employee's average rate of pay for the last three years of employment, whichever is higher.
4. Compensatory time off is scheduled by the University. The University may require the employees to take compensatory time off. Employees may also request use of compensatory time subject to prior approval in accordance with departmental policy. Such requests shall be granted subject to the operational needs of the University and shall not be unreasonably denied.
5. Upon request of the Association, the University will discuss Compensatory Time Off pilot programs at campus labor management meetings on campuses which currently do not permit Compensatory Time Off.

## **J. CALL-BACK**

When circumstances require an employee to be called back to work after completing a shift and leaving the premises for at least one hour, the employee who returns to work shall be paid for the time actually worked or a minimum of three (3) hours, whichever is greater. If callback occurs prior to the commencement of an employee's shift, that employee shall only be paid for hours actually worked. Only callback time which is actually worked is considered time worked for the purpose of calculating hours of overtime.

## **K. ON-CALL**

The University retains the right to determine the need for, and the assignment of, on call time. An employee is not considered to be in on call status unless s/he has previously been scheduled by the University for the assignment. Generally, employees will only be assigned in unrestricted on call status. Thus, 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 who is called to perform work or to return to the work site will be paid at her/his regular rate of pay for the time worked. An employee in unrestricted on call status may or may not be paid at an on call rate depending on campus practice and department policy.

1. An employee who is on compensated on call status is not eligible to receive minimum call back payments. An employee who is on uncompensated on call status is eligible for minimum call back payments.
2. Unrestricted on call is time during which an employee is free to engage in activities for his/her own purposes but is required to inform the department how he/she can be reached or to carry a beeper or radio.
3. Restricted on call is time during which the employee is required to restrict personal activities so that the employee cannot use his/her time effectively for the employee's 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).

## **L. COURT TIME**

Court time is defined as a necessary appearance before a court or grand jury on behalf of the University. When an actual appearance is made, off duty officers shall receive credit for a minimum of four (4) hours of work time unless the employee's scheduled duty reporting time is less than four hours after the scheduled court appearance in which case the employee will receive time in the lesser amount. Only court time which is actually worked is counted as hours worked for the purposes of calculating overtime. To receive compensation for court time, the employee shall submit documentation in accordance with local campus practice.

## **M. TRAVEL TIME**

Travel time is time spent in transit on University business that is assigned by the University. Travel time during an employee's regular working hours on work days is counted as hours worked. 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.

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, such travel time shall be compensable at the Officer's regular rate of pay.

Commute time between home and the workplace or a local alternate work site is not travel time, is not time worked, and shall not be compensated.

## **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/work period.