

## **Tentative Agreement**

**BU2**

**BU5**

**BU7**

**BU9**

**9/7/17**

*CSUEW*  
*10/19/2017*  
*10/19/17*  
*10/19/17*

## **ARTICLE 18**

### **HOURS OF WORK**

#### **Work Schedules – Non-Exempt Employees**

- 18.1 Full-time employees in non-exempt classifications shall work a minimum workweek of forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.
- 18.2 The appropriate administrator shall determine the work schedule for an employee. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule at least twenty-one (21) days prior to the effective date of the work schedule change. The appropriate administrator shall give consideration to employee seniority.
- 18.3 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours.
- 18.4 For non-exempt classifications, the full-time workweek is a workweek of forty (40) hours within seven (7) consecutive twenty-four (24) hour days. In accordance with the provisions of Article 19, employees may be required to work overtime hours as directed by the appropriate administrator.
- 18.5 Less than full-time employees shall be assigned hours pro rata and days of work as determined by the President.

#### **Work Schedules – Exempt Employees**

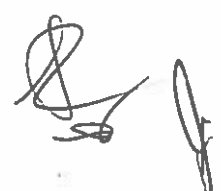
- 18.6 Exempt employees are expected to accomplish assigned work without regard for the number of hours worked. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or CTO. When it is necessary for exempt employees to work extended hours, managers may authorize informal adjustments in work hours.

*[Signature]*

- 18.7 For exempt classifications, there are no fixed, minimum or maximum hours in a workday or workweek.
- 18.8 Exempt employees must be paid for the full week if any work is performed during that week, except under the following circumstances:
- a. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to illness or injury. In this case, campuses are permitted to dock pay or use a wage replacement benefit such as earned sick leave (in full-day increments), a disability plan, and/or worker's compensation.
  - b. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to personal reasons. In this case, campuses are permitted to dock pay or use earned vacation/personal holiday leave in full-day increments.
  - c. Docking pay is permitted in increments of less than a week, but at least one day, for disciplinary suspensions.
  - d. Exempt employees' pay can be offset by amounts employees receive as witness fees or for military pay.
  - e. Exempt employee's pay will be adjusted for unpaid leave under Articles 16 and 28 and for other full-day periods of non-compensable absence.
  - f. Docks, leave and holiday pay are taken in whole day increments. However, earned leave credits may be taken in less than full-day increments only when an exempt employee is on family and medical leave (FML).
- 18.9 Exempt employees may be assigned to compressed or alternate work schedules.

#### Work Schedules for Exempt and Non-Exempt Employees

##### Normal Work Schedule

- 18.10 A normal work schedule will consist of a five (5) day workweek beginning on Monday and ending on Friday. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.
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### Compressed and Alternate Work Schedules

- 18.11 An alternate work schedule will consist of a workweek beginning on a day other than Monday and may also constitute a compressed workweek.

An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts of the proposed change have been reviewed (e.g., timing, pay) and coordinated as appropriate. All schedule changes must be approved in advance. If an employee's request for a compressed or alternate work schedule is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

- 18.12 Compressed workweeks are defined as the following schedules:

4/10: For those employees assigned a four (4) day workweek, the workday shall normally consist of four (4) consecutive days of ten (10) hours.

9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4<sup>th</sup>) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

The two possible schedules are:

Schedule A - Employee works a 9/80 schedule which consists of working nine (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

Schedule B - Employee works a 9/80 schedule which consists of working nine (9) hour shifts Tuesday through Friday. Employee works every other Monday for eight (8) hours.



3/12: For those employees assigned a 3/12 work schedule, a schedule shall consist of twelve (12) hour shifts on three (3) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.


18.13 **When compressed or alternate work schedules are deemed necessary by the appropriate administrator, work schedules may be mutually agreed to by the employee and the appropriate administrator. An employee who voluntarily participates will be required to remain in the compressed or alternate work schedule until removed from the schedule by his/her appropriate administrator.**

**When mutual agreement is not possible, the appropriate administrator shall assign employees to an alternate or compressed work schedule as follows:**

- (i) By the transfer of employees who were originally hired into positions which were posted with the proviso that it might require the employee to work alternate or compressed work schedules; or**
- (ii) In reverse order of seniority for each affected classification.**

~~Bargaining unit employees will be given the opportunity to volunteer to participate in a compressed or alternate work schedule pursuant to 18.13(i). An employee's request to participate will be subject to the approval of his/her appropriate administrator. The actual days and hours of work will continue to be scheduled by the employee's appropriate administrator. The initial decision to request participation will be voluntary. An employee who voluntarily participates will be required to remain in the compressed or alternate work schedule until removed from the schedule by his/her appropriate administrator.~~

**Any employee with a compressed or alternate work schedule may request that he/she withdraw to be removed from the compressed or alternate work schedule. Removal from the compressed or alternate work schedule is subject to the approval of the employee's appropriate administrator. The appropriate administrator may request that the employee provide documentation in support of such a request.**



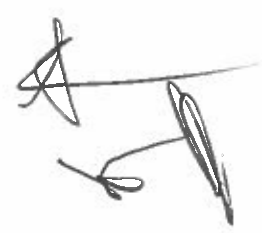
### Shift Change

- 18.14 When a department has a vacancy on a shift, current employees in the same classification in the same department on another shift shall be given first opportunity to request transfer to the shift with the vacancy. The decision to transfer the employee to the vacancy shall not be subject to Article 7, Grievance Procedure.

### Employee Request for Work Schedule Change and/or Flexible Work Hours

- 18.15 An employee(s) may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests shall be submitted twenty-one (21) days prior to the requested effective date of the change.
- 18.16 If deemed necessary by the appropriate administrator or the employee, a meeting between the appropriate administrator and the employee shall be held to discuss the work schedule change request.
- 18.17 If a conflict in work schedule change requests arises, the appropriate administrator shall give consideration to the employee (s) with the most seniority provided that operational needs are met.
- 18.18 The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request. If an employee's request for a work schedule change, including flexible work hours, is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

### Excess or Deficit Work Hours

- 18.19 The parties acknowledge that, due to the fluctuation in the number of days in a standard state pay period, non-exempt employees who work on alternate work schedules may either have excess or deficit work hours in any given pay period. The campus shall monitor balances on a monthly basis in order to reduce or eliminate deficit balances. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resources Letter HR 2003-28 and its successor letters as appropriate. Per HR 2003-28, in the event that an employee(s) has a deficit balance in December, employees must choose to offset deficit balances by using available leave credits (vacation, compensatory time off (CTO), holiday credit, and/or personal holiday), being docked for deficits incurred in the current pay period, or establishing an account receivable for prior pay period deficit.
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### Meal Periods

- 18.20 An employee **working more than five hours** shall be entitled to a meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes. The time of such meal period shall be scheduled by the appropriate administrator and shall be at or near the middle of the workday.
- 18.21 Meal periods shall not be considered time worked when all of the following conditions are met:
- a. meal periods are at least thirty (30) minutes in duration,
  - b. the employee is completely relieved of his/her duty, and
  - c. the employee is free to leave his/her work station if the employee so desires.
- 18.22 An employee who is required by an appropriate administrator to remain at his/her workstation for the full shift shall be permitted to take a meal period, not to exceed thirty (30) minutes during work time. The meal period shall be paid and shall count as hours worked. In such case, the appropriate administrator may reduce the scheduled shift by the length of the meal period.

### Rest Periods

- 18.23 An employee shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the operational needs of the department. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall ~~endeavor to~~ reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

### Clean-up Time

- 18.24 When deemed necessary by the appropriate administrator, employees shall be permitted a clean-up period of up to ten (10) minutes as appropriate to perform personal washing and changing of clothes immediately prior to the end of their workday.
- 18.25 Employees who work in assignments that come into frequent contact with dirt, waste, biowaste, or toxic chemicals shall be granted clean-up time. Reasonable worktime shall be provided to an employee for the taking of showers when deemed necessary by the appropriate administrator.



## Telecommuting

- 18.26 If a campus determines that telecommuting, as defined in Article 2, is in its best interest, then a written telecommuting policy shall be developed. The provisions of this policy shall include, but not be limited to, the following: eligibility for both position and employee selection, consideration of an employee's years of service on campus, a work place hazards assessment, responsibility for equipment assignment, usage and maintenance, and business related costs.

Telecommuting is only feasible for those job duties that can be performed away from the campus.

Participation in telecommuting is voluntary and at the discretion of the appropriate administrator. Participation shall be based on a written agreement between the employee and appropriate administrator. The written agreement shall contain the work schedule, performance expectations and duration of the assignment.

All telecommuting work schedules require prior ~~management~~ **Appropriate Administrator** approval. Hours of work shall be consistent with the operational needs of the organization and other Article 18 provisions. If an employee's request for telecommuting is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

## Athletic Trainers

**The CSU and CSUEU agree to meet and confer over the Athletic Trainer Classification within 90 days of the ratification of this agreement.**

