

## ARTICLE 28

### **HOURS OF WORK**

- 28.1 Academic year employees shall be available for assignment on each academic workday as specified on the campus academic calendar.
- 28.2 Ten (10) and eleven (11) month employees shall be available for assignment on all workdays within the assigned ten (10) or eleven (11) months, respectively.
- 28.3 Twelve (12) month employees shall be available for assignment on all workdays within the assigned twelve (12) months.
- 28.4 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours. The workweek for such employees shall normally be Monday through Friday, inclusive.
- 28.5 For those employees assigned a four (4) day workweek, the workday shall normally consist of ten (10) hours.
- 28.6 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 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.

The two schedule options would be the following:

### Schedule A

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9 hrs	9 hrs	9 hrs	9 hrs	4 hrs	
					4 hrs	
	9 hrs	9 hrs	9 hrs	9 hrs		

### Schedule B

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		9 hrs	9 hrs	9 hrs	9 hrs	
	4 hrs	9 hrs	9 hrs	9 hrs	9 hrs	
	4 hrs					

An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts (e.g., timing, pay) of the proposed change have been reviewed and coordinated as appropriate. All schedule changes must be approved in advance.

- 28.7 Less than full-time employees shall be assigned hours and days of work as determined by the appropriate administrator.
- 28.8 Daily and weekly work schedules shall be established by the appropriate administrator. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule change at least twenty-one (21) days prior to the effective date of the work schedule change.

### Meal Periods

- 28.9 An employee shall generally be entitled to a meal period of not less than 30 minutes or not greater than sixty (60) minutes. The time of such a meal period shall be designated by the appropriate administrator. The appropriate administrator may adjust meal

periods to account for variations in work schedules. Such meal periods shall not count toward hours worked, except as provided for in provision 28.10.

- 28.10 An employee in a classification listed in Appendix D who is required to remain on the job at their work station for a full workday shall be permitted to take a meal period, not to exceed thirty (30) minutes, during worktime.

#### Meal Allowance

- 28.11 When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, they may claim the actual cost of each overtime meal up to the maximum of fifteen (15) dollars. All claims for overtime meal reimbursements must be supported by a voucher. The time taken to consume the overtime meal will not be included in the computation of overtime for the purposes of this allowance.
- 28.12 An employee shall not be required to interrupt their work to consume their overtime meal. Overtime meals may be taken before, after or during the overtime period. This provision shall not apply to employees receiving a per diem rate.

#### Employee Request for Work Schedule Change

- 28.13 An employee may submit a written request to the appropriate administrator for a permanent change in the work hours and/or workdays of their work schedule and/or work year. Such a request shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than four (4) such requests per year. The appropriate administrator shall respond in writing to the employee regarding approval or denial of such a request.

#### Rest Periods

- 28.14 An employee in a classification listed in Appendix D 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 requirements of the department. Rest periods shall be counted toward hours worked. Rest period time not taken shall not be cumulative.

## Overtime

- 28.15 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.
- 28.16 For full-time employees in classifications listed in Appendix D, 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. The President may approve alternate workweeks of any other seven (7) consecutive twenty-four (24) hour periods. These employees shall work a minimum workweek of forty (40) hours and are eligible for overtime compensation. Authorized work may include participation in committee assignments and participation in approved career development activities.
- 28.17 Overtime shall be compensated at one and a half (1 1/2) times the employee's regular hourly rate.
- 28.18 Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for the purposes of this Article.
- 28.19 All overtime hours worked shall be compensated by cash or compensatory time off (CTO) as determined by the appropriate administrator. If an employee has been unable to take their CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, they shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year.
- 28.20 The only official methods for the computation and accumulation of overtime in this bargaining unit are those provided in this Article.
- 28.21 Overtime shall be authorized and assigned by the appropriate administrator.
- 28.22 The appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work. An employee shall be required to work overtime if no qualified volunteer is available.
- 28.23 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator. When authorized to do so by the appropriate administrator, an employee may take CTO without submitting such a request.

- 28.24 Upon seven (7) days' notice to the employee, the appropriate administrator may direct the employee to take earned CTO. When possible, the scheduling of such CTO shall be by mutual agreement of the employee and the appropriate administrator.
- 28.25 Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.
- 28.26 When an employee is separated from service, they are entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.
- 28.27 Exempt Employees

The intent of this section 28.27 is to comply with the requirements of the Fair Labor Standards Act (FLSA).

- a. For full-time employees in classifications listed in Appendix C, the workweek shall be an average of forty (40) hours per week during any six (6) consecutive pay periods. This provision shall apply pro rata to less than full-time employees. Authorized work may include performance of specialized professional services, participation in committee assignments and participation in approved professional activities. Work in excess of the average workweek is not compensable in cash or CTO, and shall not be deemed overtime.
- b. Employees shall not be assigned an unreasonable or excessive workload.
- c. Employees who have absences of less than a full day shall receive a full day's salary and shall neither have their salary docked nor be required to use sick leave or vacation for such absences of less than a full day.
- d. CSU employees in exempt classifications are exempt from FLSA which means they are exempt from overtime payment requirements. If exempt employees need to work hours in excess of the normal business week or business day, they do not receive overtime or CTO. Exempt employees are expected to accomplish assigned work without regard for numbers of hours worked. When it is necessary for employees to work extended hours, managers may authorize informal adjustments in work hours. Normally, it is not necessary to keep complex records of hours worked. If a manager feels an employee is not working an appropriate number of hours, the employee should be counseled. If corrective actions are being considered, performance records should be maintained. Any non-disciplinary, corrective action by supervisors should be addressed to failures by

the employee to meet job performance standards and requirements. Typically, such cases should usually involve consultation by the supervisor with the campus Human Resources Office. Human Resources is informed of FLSA requirements and is able to obtain advice from the Office of General Counsel as needed.

The provisions of this section 28.27 are subject to the grievance procedure and pursuant to Article 10, grievances may be filed by individual employees, groups of employees or the Union on behalf of a unit employee or group of unit employees.

At the option of APC, in the event that a grievance alleging a violation of this provision is not settled at Level I, APC may submit solely the issue of whether a violation of this provision occurred directly to arbitration no later than thirty (30) days after the Level I response. In considering whether this provision has been violated, the Arbitrator shall not be precluded from reviewing the contract as a whole. Such arbitration hearing shall be held on a mutually agreeable date within forty-five (45) days of the date of the arbitration submission. Any party, its witnesses or the arbitrator may elect to participate in such arbitration hearings via conference telephone call. Such arbitrations concerning this provision shall be conducted without court reporter's transcripts or briefs.

Each individual's case will be decided on its own merits and grievance/arbitration decisions concerning this provision shall not operate as a precedent for other cases. The Arbitrator shall issue a written award but no opinion. With regard to provisions A, B, and D above, the sole and exclusive remedy for the CSU's violation of the terms of this provision shall be limited to a prospective cease and desist order.

### On-Call Time and Call-Back Residence Life Employees

#### 28.28 Definitions

##### a. On-Call Time

“On-call time” as used in this Article refers to time during which a residence life employee must be available to work if deemed necessary by the appropriate administrator.

##### b. Call-Back

“Call-Back” refers to any instance in which the appropriate administrator deems it necessary that a residence life employee actually work while on on-call time.

## 28.29 Additional Terms and Conditions of Employment

Residence life employees may be required to complete and sign an appointment letter or job offer letter as determined by each campus. The letter may include the terms of the use of campus-provided living accommodations, the terms of use of campus dining plans and residential or priority parking lots, the terms of campus facilities and accommodations by family members and guests, pet policies, the terms of use of campus facilities and/or equipment, use of vacation or other leave programs, on-call scheduling, and/or clarification of work and training schedules. The terms and conditions of this Agreement remain in full force and effect for residence life employees except as modified in Article 28.30-28.31 below.

## 28.30 Compensation for On-Call Time

### a. Unrestricted

When the CSU does not impose mandatory restrictions on an employee’s use of on-call time other than being available to report for work fit for duty and in a timely manner, the first two (2) hours of continuous on-call time shall be considered as:

1. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6, and “time worked” within the meaning of Article 28.15; and
2. For exempt employees, “hours worked” within the meaning of Article 28.27.

### b. Restricted

When the CSU imposes mandatory restrictions on an employee’s alcohol use or their geographical location while on-call other than being available to report for work fit for duty and in a timely manner, the entire period of continuous on-call time while under such restrictions shall be considered as:

1. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6, and “time worked” within the meaning of Article 28.15; and

2. For exempt employees, “hours worked” within the meaning of Article 28.27.

#### 28.31 Compensation for Call Back

When an employee is called back to actually work while on on-call time, and the amount of time worked when called back exceeds the two (2) hours for which the employee has already been compensated under Article 28.30, the actual time worked beyond the two (2) hours compensated under Article 28.30 shall be considered as:

- a. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6 and “time worked” within the meaning of Article 28.15; and
- b. For exempt employees, “hours worked” within the meaning of Article 28.27.