

ARTICLE 22

HOURS OF WORK

Normal Work Schedules

22.1 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.

Full-time employees shall work a minimum workweek of forty (40) hours in a seven (7) consecutive day period.

22.2 Under normal circumstances, the "workday" is defined as eight (8) consecutive hours plus the meal period in a twenty-four (24) hour period. Day shift employees normally begin work between 6:00 a.m. and 8:00 a.m. There are three (3) shifts, as defined in provisions 24.32 through 24.35 of this Agreement.

Alternate Work Schedule

22.3 The Director of Plant Operations or appropriate administrator shall determine the work schedules including starting and finishing times for all employees. Under normal circumstances, work schedules shall provide for five (5) consecutive days of eight (8) hours in a seven (7) day period. When assigning work schedules, the CSU shall consider the employee's preference and the needs of the CSU. Pursuant to Article 23, Overtime, when an alternate work schedule is enacted the employee shall be paid overtime for all hours worked over forty (40) hours in the seven (7) day workweek. Alternate work schedules may be mutually agreed to by the employee and the Director of Plant Operations or the appropriate administrator. When mutual agreement is not possible, the Director of Plant Operations or the appropriate administrator shall assign an alternate work schedule as stated in Provision 22.4 giving consideration to the employee's needs and the needs of the University.

22.4 When alternate work schedules are deemed necessary by management, the alternate work schedules of any bargaining unit classification shall be staffed as follows:

1. By volunteers;

2. 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 work schedules; or
3. Assigned to the least senior employee in the classification.

If unable to staff positions as designated above, CSU will meet with the Union to discuss the needs of the university. The parties agree to meet within two weeks of the request to discuss an alternate solution, which may include, but is not limited to developing an alternate or flexible work schedule, or other alternatives that meet the needs of the University.

Compressed Work Schedules

22.5 Compressed work schedules 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-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In calendar weeks in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight-hour day so that the first four hours of the eight-hour shift shall fall within one workweek, and the last four hours of the eight-hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty 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-hour shifts each Monday through Thursday. Employee works every other Friday for 8 hours.

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

The two schedule options would be the following:

Schedule A							
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1		9 hrs	9 hrs	9 hrs	9 hrs	4 hrs	
Week 2						4 hrs	
		9 hrs	9 hrs	9 hrs	9 hrs		

Schedule B							
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1			9 hrs	9 hrs	9 hrs	9 hrs	
		4 hrs					
Week 2		4 hrs	9 hrs	9 hrs	9 hrs	9 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 of the proposed change (e.g., timing, pay) have been reviewed and coordinated as appropriate. All schedule changes must be approved in advance.

22.6 Bargaining unit employees will be given the opportunity to volunteer to participate in a compressed work schedule should the department decide to make such a schedule available. 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.

22.7 An employee who participates will be required to remain in the compressed or alternate work schedule until removed from the schedule by his/her appropriate administrator.

An employee may request that he/she withdraw from the compressed or alternate work schedule. The decision about the request for removal from the compressed or alternate work schedule is subject to the approval of the employee's appropriate administrator, after the parties discuss the request. The appropriate administrator may request that the employee provide documentation in support of such a request.

22.8 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of twenty-eight (28) days prior written notification of such change, except in emergency situations.

22.9 In emergency situations, all days off may be canceled and shifts reassigned.

22.10 Less than full-time employees shall be assigned hours and days of work by the Director of Plant Operations or the appropriate administrator.

22.11 The parties acknowledge that, due to the fluctuation in the number of days in a monthly pay period, those non-exempt employees working on alternate work schedules may either have excess or deficit work hours in any given pay period. The campus shall monitor balances on quarterly basis in order to reduce or eliminate negative balances. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resource Salary Administration Letter HR 2003-28. Per HR 2003-28, in the event that an employee has a deficit balance in December, the campus shall meet with the affected employee and, at their request, a representative, to develop a mutually acceptable plan to reconcile any remaining deficit hours.

Meal Periods

22.12 Employees shall be entitled to a meal period of not less than thirty (30) minutes. The time of such meal period shall be scheduled by the Director of Plant Operations or the appropriate administrator and shall be at or near the middle of the workday. Employees who have a thirty (30) minute meal period shall, when appropriate, be permitted a clean-up period of ten (10) minutes.

- 22.13 An employee required to remain on the job for the full shift shall be entitled to a paid meal period of thirty (30) minutes.
- 22.14 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.

Meal Allowance

- 22.15 When an employee is required by an appropriate administrator to work more than two (2) hours immediately before or immediately after a regularly scheduled workday, he/she may claim a meal allowance up to the maximum of twenty (20) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted to the appropriate administrator within five (5) days of eligibility for the meal. The time taken to consume such meals will not be included in the computation of overtime for the purposes of this allowance.
- 22.16 An employee shall not be required to interrupt his/her work to consume the meal referenced above. Such meals may be taken before, after, or during the pre-shift or post-shift period. Provisions 22.13, 22.14 and 22.15 shall not apply to employees receiving a per diem rate.

Rest Periods

- 22.17 Employees shall be entitled to take a rest period of fifteen (15) minutes for each half day worked. Rest periods should, when possible, be taken at or near the midpoint of the half day period.
- 22.18 If an employee is unable to take a rest period due to work requirements, the rest period may be rescheduled later in the day. The rest period shall not be cumulative if not taken. Rest periods of fifteen (15) minutes or less shall be counted towards hours worked for the purpose of computing overtime.

Clean-Up Time

22.19 Employees shall be permitted, immediately prior to the end of their workday, a clean-up period of ten (10) minutes to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of a shower when deemed necessary by the appropriate administrator.

Voluntary Training Time

22.20 Voluntary training time shall not be considered time worked when the training is voluntary and the employee does not engage in productive work during training.