ARTICLE 6
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

6.1 HOURS OF WORK/WORK SCHEDULES

A. **Time Worked:** All time worked for which an employee is compensated at the regular, straight-time rate of pay except standby time and premium pay. Time worked for the calculation of overtime include items identified in Article 6.2.B.

B. **Work Week:** The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday.

C. **Work Period Designations:** Employees covered by this Agreement are assigned to one (1) of the following work period designations. Work weeks and work shifts of different numbers of hours may be established for employees by the University, as long as the work schedules meet federal and state law. Employees may request schedule changes in accordance with Article 6.1.E.

1. **Regular Work Schedule:** Regular work schedule for full-time employees consists of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.

2. **Alternate Work Schedule:** Operational necessity may require positions to work an alternate work schedule other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period.

3. **Flexible Schedule:** Relief Shift employees on a flexible schedule will have established core hours normally consisting of five (5) consecutive work days followed by two (2) consecutive days off and when required, the relief employee can be scheduled to cover an open alternate shift. While on a relief shift, the alternate shift is considered a regularly scheduled shift. Management will make an attempt to notify relief shift workers of the alternate shift assignment and duration of alternate assignment, as soon as the need is reasonably determined. Should an alternate shift be required for a full work week, management will attempt to leave the originally assigned relief employee on alternate shift assignment for the work week, absent business necessity requiring otherwise. The most current relief schedule will be made available for employees.
D. While workplace efficiency and effectiveness govern scheduling, the University will consider an employee raised concern regarding an alternate work schedule that creates consecutive workdays in excess of seven (7) days over a two (2) week work time period.

E. **Schedule Changes**

1. A permanent schedule change is defined as a change lasting over thirty (30) days. Employees will be notified in writing at least seven (7) days in advance of a permanent work schedule change, including the reason for the change, and must receive such notice during working hours. The day notice is received is considered the first day of notice. Employees working a relief shift receive notice in accordance with 6.1.C.3, flexible schedule.

2. A temporary schedule change is defined as a change lasting thirty (30) days or less. The employee will receive two (2) days written notice of the change. The day notice is received is considered the first day of notice. Employees working a relief shift receive notice in accordance with 6.1.C.3, flexible schedule.

3. Employees will not work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. After working sixteen (16) consecutive hours in a twenty-four (24) hour period, employees will have at least eight (8) hours off.

4. **Shift Bidding:** The University will determine when a shift will be filled, the classification, and the knowledge, skills and abilities necessary to perform the duties of the specific shift. An employee may submit written bids to their supervisor between the first and last workdays in May of each year for shift opening requests. By end of second workweek in July, the supervisor will review, resolve scheduling conflicts on the basis of operational necessity, employee qualifications and seniority, and notify employees of the identified schedules expected to begin after the summer schedule ends each year. Should operations necessitate a modification to an employee’s shift, schedule change processes as outlined above in section 1 and 2, will be followed.
5. An employee may request a schedule or shift change in writing. Employee schedule or shift change request approvals or denials are subject to University business and customer service needs. Workplace efficiency and effectiveness will govern the approval or denial. The University will consider the personal preferences of the employee. The Employer may disapprove requests if there are business, customer service, performance, or attendance concerns. Previously approved work schedules and shifts may be rescinded by the University if business and customer service needs are no longer being met, or if performance or attendance concerns occur. If denied, the employee will receive documentation of such denial.

F. **Phone Calls:** Time spent on work-related employer initiated and subsequent employee initiated telephone calls during the employee’s non-work time of over ten (10) minutes per day will be considered time worked and will be deducted from standby pay, if applicable. Employees are not required to answer the phone or respond to work related messages during their non-work time, unless they are on stand-by status.

G. **Clean-up Periods:** Employees will be allowed an appropriate personal cleanup period prior to lunch, if necessary, and the end of the work shift, as determined by the supervisor.

H. **Work Time Certification:** Employees will not certify time worked documents that are inaccurate. Employees who believe they have been presented with an inaccurate accounting of time worked shall certify the document if directed to by the supervisor and state their concerns. Any changes to time worked documents that are initiated by management after the employee has certified it, will be reviewed with the employee. If an employee is not present at work for more than two (2) days to review the correction, the responsible supervisor will certify the corrections and process them in accordance with normal procedures. The changes will be reviewed with the employee when they return to work.

### 6.2 OVERTIME

A. **General Provisions**

1. The University will determine whether work will be performed on regular
work time or overtime, the job classification(s) and the skills and abilities required to perform the work, the number of employees required, and the duration of the work.

2. The University will meet its overtime needs on a voluntary basis with qualified employees, in order of seniority, who are present at the worksite on a straight rotational basis. Work continuation that extends a shift will be offered first to employees on that shift currently performing the work. In the event there are not enough volunteers, the supervisor shall assign employees to work overtime in reverse seniority order.

3. Employees who are required to work beyond their regular quitting time:
   a. Will be allowed to telephonically communicate the need for overtime to affected individuals.
   b. May qualify for transportation home under the emergency ride home policy.
   c. Will be notified at least one-half (½) hour before the conclusion of their work shift of the overtime opportunity or requirement to work.
   d. Will be compensated in accordance with Article 6.

4. Probationary employees will not be offered overtime until the employee(s) achieves permanent status in their classification unless circumstances or operational requirements, as determined by the University, exist.

5. Documented attempts to contact an employee will constitute an offer of overtime. In addition, overtime that is refused and/or worked will be documented on the rotation list.

6. Employees on leave or Compensatory Time off will be removed from the voluntary overtime rotation list(s) for the duration of the leave/Compensatory Time off period.

7. The University will not reduce an employee’s normal work schedule for the purpose of avoiding the payment of overtime unless there is mutual agreement between the employee and the University.

B. **Pay for Overtime Work**

1. Overtime will be compensated for those hours worked in excess of forty
(40) hours in a workweek at time and one-half (1 ½).

2. Time worked shall include all paid holidays and the personal holiday. All other paid leaves will not count towards this calculation.

3. **Working On A Scheduled Day Off:** A full-time overtime eligible employee, not scheduled on a Relief shift, who is assigned by their supervisor to work on a scheduled day off receives overtime compensation for hours worked.

4. Employees traveling on University business will be compensated in accordance with the provisions of the Fair Labor Standards Act.

5. There shall be no pyramiding of overtime or premium pay.

6. When an employee is compensated for working overtime during hours for which premium pay is authorized in accordance with this Agreement, the overtime rate will be calculated using the “regular rate.”

7. Employees will be paid overtime in accordance with WAC 296-128-035.

**6.3 COMPENSATORY TIME**

**A.** If requested by the employee, Compensatory Time at one and one-half (1 ½) times the overtime hours worked may be granted in lieu of monetary payment at the sole discretion of the University.

**B.** If an employee is granted Compensatory Time per Article 6.3.A, they may accrue Compensatory Time up to one hundred twenty (120) hours which may be cashed out at any time during the fiscal year. Accrued Compensatory Time remaining at the end of each fiscal year will be cashed out by the University within thirty (30) days of the end of the year (June 30) if no agreement on its utilization is reached with the employee.

**C.** The University may require employees to use their accumulated Compensatory Time during non-peak work periods, provided such use does not cause the employee to lose any of their accumulated Annual Leave and/or Personal Holiday. Use of Compensatory Time shall be subject to the following:

1. An employee must have prior approval to use accumulated Compensatory Time.

2. Compensatory Time off shall not be allowed if the use of Compensatory
Time off creates an overtime situation for other employees in the department and/or results in an operational hardship as determined by the University.

3. Absent Appointing Authority approval or as otherwise provided in the Contract, Compensatory Time off shall be used prior to using any accrued Annual Leave that may be available, except in those circumstances where such use would cause the loss of accrued Annual Leave and/or Personal Holiday.

6.4 MEAL PERIODS AND REST BREAKS

A. Meal Periods

1. Unpaid Meal Periods
   a. Except as provided in Section 2, immediately below, employees working more than five (5) consecutive hours will be entitled to a minimum unpaid meal period of thirty (30) minutes, as designated by the University. Unless otherwise agreed between the employee and their supervisor, meal periods will be scheduled as close to the middle of the work shift as practicable.
   b. The University will make every effort to provide employees with an uninterrupted meal period. If an employee’s unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the remainder of the employee’s meal period will be considered time worked.
   c. Unpaid meal periods may not be taken at the beginning or end of a scheduled shift to permit late arrival or early departure from work except as approved in “d” immediately below.
   d. Meal periods may be waived upon written agreement between the employee and the supervisor.

2. Paid Meal Periods for Straight Shift Schedules: Employees assigned to
work a straight shift without interruption for an unpaid meal period will be permitted to eat their meal during their shift as permitted by operational need, but will not be relieved from duty for a meal period.

3. **Extension of Shift/Call Back Meal Periods:** Employees working three (3) or more continuous hours, either as an extension of their shift or during a period of call-back, will be permitted an unpaid meal period of thirty (30) minutes, or if required by operational necessity to eat intermittently while on duty.

B. **Rest Breaks:** Employees will be allowed rest breaks of fifteen (15) minutes, either continuous or intermittently for each one (1) half shift of four (4) or more hours worked. Rest breaks should be taken at or near the middle of each one (1) half shift of four (4) or more hours. Rest breaks will be taken in a manner which does not interrupt the flow of work. Employees will not skip a rest break.

C. **No Combining of Meal Periods and Rest Breaks:** Employees will not be permitted to combine meal periods and rest breaks.

6.5 **TRAVEL, MEALS, AND EXPENSES**

Employees required to travel in order to perform their duties will be reimbursed or receive advancement, in accordance with WSU BPPM 95.01, for any authorized travel expenses on the same basis as all other University employees. Travel Time compensation is in accordance with the Fair Labor Standards Act.