

ARTICLE 6
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

6.1 HOURS OF WORK/WORK SCHEDULES

- A. **Time Worked**: All time 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 will include items identified in Article 6.2.B.1.
- B. **Work Week**: The work week will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday.
- C. **Work Period Designations**: Employees covered by this Agreement will be 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.D.5.
1. **Regular work schedule**: The regular work schedule for full-time employees shall consist 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 that are normally designated regular work schedules to work an alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period). An employee's work schedule will consist of two (2) consecutive days off, absent business or customer service needs determining otherwise. 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.
 3. **Nonscheduled work period**: The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which work a forty (40) hour week and do not meet any of the other work period designations. The Chief Human Resource Officer shall designate positions as nonscheduled in accordance with the University's procedure.

4. **Flexible hours:** Flexible schedules will consist of five (5) consecutive work days followed by two (2) consecutive days off. At the request of an employee or group of employees, the University may grant flexible work schedules not to exceed eight (8) hours per day. A flexible schedule will have established core hours that are less than eight (8) hours per day when work demands require the presence of the employee. After consultation with the supervisor, the employee's flexible schedule will allow a flexible period to begin and/or end the workday.

D. Schedule Changes

1. A permanent schedule change is defined as a change lasting over fourteen (14) 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. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.
2. A temporary schedule change is defined as a change lasting fourteen (14) days or less. The employee will receive three (3) days written notice of the change. The day notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.
3. In the event of a reorganization within a work unit, hours of work and shifts will be awarded according to seniority. Involuntary schedule changes will use reverse seniority to award the schedule change (starting with the least senior employee).
4. 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.

5. An employee may request a schedule change in writing. Employee schedule 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 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 approved, the notice period will be waived. If denied, the employee will receive such denial in writing.
- E. **Additional Work:** When work is required during the cyclic year or career seasonal layoff periods, the available work will be first offered to the incumbent employee(s) normally performing the work functions in the work unit. If the incumbent employee(s) does not accept the offer, or because students or a temporary employee normally performs the work, the work will be offered by seniority to employees whose normal work assignment is in the same department and classification.
- 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. The employee shall receive a minimum of one (1) hour compensation at their regular, non-overtime hourly rate of pay for each non-related incident. 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 and at the end of the work shift, as determined by the supervisor.
- H. If the University requires an employee to put on and take off University provided attire and/or gear on the University premises, that time will be considered time worked.
- I. **Telework/Commute:** Employees will be allowed to telework or telecommute on

the same basis as other University employees.

- J. **Miscellaneous:** Employees will not sign time cards that are incomplete or inaccurate. Employees who believe they have been presented with an incorrect or inaccurate time card shall sign the card if ordered by the supervisor and state their concerns in the comments section of the time card. Any changes to time cards that are initiated by management after the employee has signed 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 make and initial the corrections and process them in accordance with normal procedures. A copy will be kept to review 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 (1/2) hour before the conclusion of their work shift of the overtime opportunity or requirement to work. Employees who are not given the required one-half (1/2) hour notice will receive an additional one-half (1/2) hour of straight time compensation.

- d. Will be paid overtime in accordance with Article 6.2.B or will receive compensatory time in accordance with Article 6.3.
4. Probationary and trial service 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 paid for those hours worked in excess of forty (40) hours in a workweek. Time worked shall include annual leave, Holiday, Personal Leave Day/Personal Holiday, civil leave, and sick leave. All other paid leave will not count towards this calculation.
2. **Working On A Scheduled Day Off:** A full-time overtime eligible employee who is assigned by their supervisor to work on a scheduled day off receives time and one-half (1.5) overtime compensation for hours worked.
3. Overtime work shall be paid at the applicable hourly rate times one and one-half (1.5).
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.
See Appendix D.

6.3 COMPENSATORY TIME

- A. If requested by the employee, compensatory time at one and one-half (1.5) 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 two hundred and forty (240) 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 leave day/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 leave day/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

an unpaid meal period of thirty (30) or sixty (60) 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. When an employee is required in writing to keep their pager, cell phone or radio on and will be required to respond or return to work, the employee will be compensated at the standby rate of pay.
- d. Normally, 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 "e" immediately below.
- e. 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

- A. 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.