

## **ARTICLE 14 HOURS OF WORK**

### **A. WORKWEEK**

A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from 12:00 A.M. Sunday to 11:59 P.M. the following Saturday. The University may establish workweeks beginning and ending on a day other than the above, upon notice to the Association.

### **B. WORK SCHEDULE**

1. A work schedule is the normal hours of work for a Nurse within a work period. Nurses will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.
2. Full and part-time work schedules which may be established by the University include, but are not limited to:
  - a. eight (8) hours per day, excluding meal periods, on five (5) separate days within a workweek;
  - b. eight (8) hours per day, excluding meal periods, on ten (10) separate days within two (2) consecutive workweeks;
  - c. ten (10) hours per day, excluding meal periods, on four (4) separate days within a workweek;
  - d. ten (10) hours per day, excluding meal periods, on eight (8) separate days within two (2) consecutive workweeks;
  - e. twelve (12) hours per day, excluding meal periods, on ten (10) separate days within three (3) consecutive workweeks; or
  - f. twelve (12) hours per day, excluding meal periods, on thirteen (13) separate days within four (4) consecutive work-weeks.
3. The University may establish regular shift schedules other than those listed above, provided the University provides advance notice and, upon written request, meets with the Association to explain its reason before implementing any such schedule.
4. **Nurse request for alternate schedule** - Notwithstanding any other provisions of this Article 14, nurses working in ambulatory or outpatient clinics may voluntarily submit a written request to be scheduled to work a variable number of hours per day. If the University grants such request, it may schedule the requesting nurse(s) to work the alternate schedule without the payment of overtime or premium pay, provided the work schedule does not exceed forty (40) hours in the workweek or twelve (12) hours in the workday. Once granted, the University or the nurse may rescind the alternative schedule with thirty (30) calendar days advance written notice.

### **C. POSTING OF SCHEDULES**

1. **Work Schedules** - The University shall post work schedules at least two (2) weeks in advance. The University shall not change the posted schedule without two weeks personal notice to the Nurse. Insofar as practicable, the University shall update posted work schedules as changes occur.
2. **Holiday Schedules** - The University shall post holiday schedules at least four (4) weeks in advance of each of the following holidays: Thanksgiving, Christmas and New Years.

At UC Berkeley Student Health Center, the University shall post furlough schedules six (6) weeks in advance of furlough, provided that Nurses have submitted their work date preferences for the summer furlough by March 1, and/or for the winter furlough by October 1.

3. **"Posted work schedules"** as used in this Article shall mean a computer based, printed, typewritten or handwritten schedule that is posted in or accessible at a work site area of the affected Nurse. Schedules shall include shift and starting time in accordance with campus posting procedures.
4. Part-time career nurses who have indicated their availability for additional assignments shall, when practicable, be offered the opportunity to work additional full shifts prior to the scheduling of any Per Diem Nurses(s) for additional shifts, within the following limitations:
  - a. the affected part-time career Nurses(s) are qualified and competent for the additional assignment(s), as determined by the University; and
  - b. the University shall not be obligated to offer any additional assignment(s) to part-time nurses if such assignment(s) will result in any form of premium pay as a result of the Nurse(s) working any additional shift(s); and
  - c. the University shall not be obligated to modify the work schedule of any Per Diem Nurse who has been previously prescheduled in order to provide any part-time career Nurse(s) with additional work.

#### **D. BREAK RELIEF**

Each unit shall have a mechanism for meal and break relief on each shift which shall be implemented consistent with professional nursing judgment and patient care needs, in order to ensure that required staffing is maintained during meal and rest periods.

#### **E. MEAL PERIODS**

1. Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts worked of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status unless the University requires a nurse to remain on the job at a work station. Whenever the University permits a nurse to perform work during a meal period, the meal period shall be considered time worked.
2. The University will make every effort to ensure that the nurse has the opportunity to take a meal break in accordance with subsection (1), above. As soon as practicable after a nurse determines that s/he is unable to take a meal break due to urgent patient care needs, s/he shall notify her/his supervisor (or designee), in which case the University will make every effort to ensure that the nurse is offered the opportunity to take an alternate meal period during his/her shift.

#### **F. REST PERIODS**

1. Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes each during an eight (8) hour or ten (10) hour shift, or three (3) periods of fifteen (15) minutes each during a twelve (12) hour shift. Nurses assigned to 4-hour shifts shall be permitted to attend to personal needs as necessary, consistent with patient care needs.
2. **Missed Rest Breaks** – The provisions of this section pertain to nurses in the Clinical Nurse series, only.

- a. The University will make every effort to ensure that nurses have the opportunity to take rest period(s) in accordance with Section F.1, above. As soon as practicable after a nurse determines that s/he is unable to take a rest break due to urgent patient care needs, s/he shall notify her/his supervisor (or designee), in which case the University will make every effort to ensure that the nurse is offered the opportunity to take an alternate rest period (or periods, as applicable) during his/her shift.
- b. Following such notification, when the University cannot offer the rest break(s) for the nurse, the University shall pay the nurse fifteen minutes pay at the nurse's base rate of pay for the missed break.
- c. If the nurse fails to take a break for reasons other than patient care needs, or fails to inform her/his supervisor of an inability to take a break by the end of the shift, the University shall have no obligation to pay for the missed break.
- d. Payments for missed rest breaks do not qualify as hours worked for the calculation of overtime, are not included in the calculation for retirement benefits, nor are they considered a form of "penalty pay".

#### **G. MISSED BREAK REPORTING**

1. The University shall not discourage a nurse from reporting that a meal or rest break has been missed, whether such reporting is verbal or in writing.
2. Missed break forms shall be reasonably and conveniently available to all nurses on all shifts.

#### **H. WEEKEND WORK**

The University shall attempt to grant at least twenty-six (26) weekends off per year to nurses who work in areas that require staffing seven (7) days a week. This provision does not apply to nurses who work weekends only.

#### **I. CONSECUTIVE DAYS OF WORK**

1. Subject to operational needs, the University shall make every effort to avoid assigning nurses to work full shifts in excess of the terms outlined in 3.a., b., and c. below. For the purpose of this Section, a full shift consists of 8, 10, or 12 hours of work, except as provided in Article 14 b.4.
2. The nurse may waive the consecutive days of work provisions, either at her/his request or as the result of a scheduling change requested by the nurse which results in such consecutive days of work.
3. A nurse shall be paid one and one-half (1/2) times the nurse's straight-time rate for all hours worked on each shift in excess of a., b., or c., below until a day off is granted when:
  - a. a designated eight-hour nurse is scheduled to work more than six (6) consecutive full shifts within six consecutive days.
  - b. a designated ten-hour nurse is scheduled to work more than five consecutive full shifts within five (5) consecutive days.
  - c. a designated twelve-hour nurse is scheduled to work more than four consecutive full shifts within four (4) consecutive days.

#### **J. TRAVEL TIME**

Travel on University business during a nurse's normal working hours, or outside normal working hours is considered time worked if performed pursuant to the University's instructions. Travel between a nurse's home and the workplace is not considered time worked.

**K. CALL BACK**

1. Call back pertains to a nurse who is not in on-call status and who the University calls to return to work in her/his unit after completing a shift and before her/his next scheduled shift.
2. A nurse called to return to work in accordance with §I.1., above, shall be paid for the time actually worked upon return or a minimum of three (3) hours, whichever is greater. Call back time whether worked or not is considered time worked for the purpose of calculating hours of overtime.
3. A nurse called to return to work may be assigned by the University to perform available work. If the called-back nurse refuses the out-of-unit assignment, s/he shall be paid only for the time actually worked.

**L. ON-CALL**

1. The intent of on-call is to provide coverage when it is impractical to regularly staff a shift, or when it is necessary to supplement other staffing to meet unpredictable patient care needs. It is not the intent of the University to use on-call assignments as a substitute for adequate available staffing. To meet on-call needs, the University will rely initially on nurses who volunteer. Where on-call needs cannot be met with volunteers, the University can require nurses to be on-call provided there is a reasonable expectation that they will be needed to avoid significant adverse consequences to patients' health. The University shall attempt to distribute assigned on-call time equitably. This paragraph does not preclude a nurse from volunteering to be on-call.
2. On-call is time during which a Nurse is required to be available for immediate reporting to work. A Nurse is not considered to be in on-call status unless the University has previously scheduled her/him for the assignment. The University shall establish volunteer lists for meeting on-call needs. Only in the event that not all on-call needs are met, the University retains the right to determine the need for, and the assignment of, on-call time. The University shall meet with the Association upon request to discuss alternative solutions when a pattern of assigned call develops in a particular unit.
  - a. At UCD, UCI, UCLA, UCSD, a Nurse who is called in to the work site from on-call status will be paid in accordance with the following provisions:
    - 1) When the hours worked are part of the nurse's regularly scheduled shift, the nurse will be compensated at her/his regular rate for hours actually worked.
    - 2) When the hours worked are in addition to the nurse's regularly scheduled shift, the nurse shall be paid two (2) hours straight-time pay, or time and one-half (1½ X) pay for hours actually worked, whichever is greater.
    - 3) If the nurse returns to the facility from on-call status a second time during the initial two-hour guarantee period, no additional guarantee shall apply.
  - b. At UCSF, a Nurse who is called in to the work site from on-call status shall receive two (2) hours pay at time and one-half (1 ½ X) or time and one-half (1 ½ X) pay for hours actually worked, whichever is greater. If the Nurse returns to

work from on-call status a second time during the initial two hour guarantee period, no additional guarantee shall apply.

3. On-call rates shall be as listed in Appendix A. A Nurse called in to work from on-call status shall be assigned by the University to perform available work.
4. A Nurse who is required to work without physically reporting to a work site (for example, phone consultation) shall receive pay for such time actually worked. Such pay shall be at overtime rates if applicable under Section K.

## **M. OVERTIME**

### **1. Assignment of Overtime**

- a. The University shall decide when overtime is needed and which nurses will be assigned overtime. Overtime must be approved in advance by the University.
- b. There shall be no mandatory overtime except in a University-declared emergency, including responses to local, state, or federal emergency situations.
- c. The University will ask for volunteers before assigning overtime and shall attempt to distribute overtime work assignments equitably based on the nurse's ability to perform the work. As soon as the need for overtime is determined, the University shall notify the nurse that overtime must be worked. Nurses are expected to work overtime when such work is assigned, provided that they are competent to perform the work.
- d. Overtime shall not be assigned except after the University has exhausted the following procedures:
  - 1) Soliciting volunteers, including on duty and off duty RN staff
  - 2) Soliciting Per Diem nurses, including on duty and off duty Per Diem nurses
  - 3) Utilizing supplemental RN staff, except at UCD
- e. The University shall meet with the Association upon request to discuss alternative solutions when a pattern of mandatory overtime develops in a particular unit. Every reasonable effort will be made to ensure that no nurse shall be required to work more than sixteen (16) consecutive hours in situations of mandatory overtime.

### **2. Compensation of Overtime**

- a. Hours paid at the regular rate of pay, e.g., compensatory time, jury duty leave, vacation pay except terminal vacation pay-out, sick pay, and holiday pay count toward the accumulation of UCRP credits. Hours paid in excess of a regular full-time schedule, pursuant to §B.2., above, shall not count toward the accumulation of UCRP credits.
- b. Except as provided in §K.2.c.2., below, actual work for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 20 - Leaves of Absence.
- c. Except as provided in §L., below, nurses shall be compensated for overtime worked at one and one-half (1 ½ X) times the straight-time rate when the following conditions apply:

- 1) Designated eight-hour nurses who are assigned to a fourteen (14) consecutive day work period shall receive the time and one-half (1 ½ X) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. In addition, such nurses shall be compensated at one and one-half (1 ½ X) times the regular straight time rate for hours worked which exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period. Any payment at the time and one-half rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1 ½ X) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.
  - 2) Nurses who are assigned to a seven (7) consecutive day work period of forty (40) hours of actual work in one (1) workweek shall receive the regular straight time rate for hours of overtime not exceeding forty (40) hours of actual work in a workweek, and shall receive the time and one-half (1 ½ X) overtime rate after forty (40) hours of actual work in a workweek. For nurses on 8/40 and 10/40 schedules only, "hours of actual work in one workweek" shall include time on holiday and vacation pay in the workweek.
  - 3) In addition, the University shall pay nurses time and one-half (1 ½ X) pay after shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.
- d. Except UCSF, Nurses shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours worked in excess of twelve (12) hours. At UCSF, nurses shall be paid double time (2x) for hours worked in excess of twelve (12) hours in a work day or twelve (12) consecutive hours.

### 3. **Compensatory Time Bank**

- a. Overtime will be paid at the appropriate rate or, following the mutual agreement of the University and the nurse, will be compensated in the form of compensatory time. Compensation for overtime, whether in compensatory time off or pay, shall be in accordance with §K.2, above.
- b. Compensatory time shall be paid or scheduled by the University at least twice per year. However, the University shall not pay out any nurse's compensatory time bank below thirty-six (36) hours.
  - 1) Nurses shall be allowed to use compensatory time to supplement scheduled work days on which her/his pay will be less than her/his normal work shift. Examples of such days include days on which the nurse has been placed on emergency layoff, or on which educational or holiday pay is less than the nurse's normal shift.
  - 2) A nurse may request scheduling of banked compensatory time. The University shall not unreasonably deny a nurse's request for the scheduling of banked compensatory time off subject to the needs of the University. Nurses shall be permitted to schedule compensatory time in blocks of time equal to the nurse's regular shift schedule. Once the University has approved a nurse's request to schedule banked compensatory time, the University shall not unreasonably rescind such approval. However, a nurse at the Berkeley Student Health Service may

request scheduling of banked compensatory time in accordance with the procedures established in Article 3 – Positions, of this Agreement.

- 3) Accumulation of compensatory time is limited to no more than two-hundred forty (240) hours. The University shall pay a nurse for hours of overtime that exceed 240 hours.

c. **Compensatory Time at UCSF Medical Center**

- 1) Nurses at UCSF Medical Center shall be allowed to be paid for holiday time in his/her compensatory time off (CTO) bank at the straight time rate in the event that a nurse works on a holiday. Nurses at UCSF Medical Center will be allowed to be paid for overtime or place overtime in his/her compensatory time bank at the rate at which it is earned. The individual nurse's CTO balance cannot exceed 120 hours.
- 2) If a nurse elects to defer the time to the CTO bank, s/he must make the decision to do so by April 15<sup>th</sup> of each year. Forms will be made available to facilitate this process. The default for all nurses is to be paid for overtime and holiday time. If a nurse elects the CTO option, all holiday hours on holidays worked and overtime hours will be placed in the CTO bank.

**N. GENERAL PROVISIONS**

There shall be no duplication, pyramiding, or compounding of any premium wage payments.

**O. REST BETWEEN SHIFTS**

1. A work period not preceded by at least six (6) hours off will be paid at time and one-half.
2. Consistent with the principles of patient safety and RN safety, if a nurse returns to work from on-call status, and there is less than a six (6) hour interval between the conclusion of the "return to work" status and the start of her/his immediately following regularly-scheduled shift, and s/he is too tired to work that shift, the nurse may request to be excused for part or all of that shift. A nurse's request to be excused for part of a shift shall be subject to mutual agreement between the nurse and the University, and shall not be unreasonably denied. A nurse's request to be excused for all of the shift shall not be unreasonably denied. Unless the nurse has requested to be excused, the nurse is expected to work her/his regular shift.
3. The provisions of this section shall not apply in a situation where a nurse has been off work for at least six (6) hours and subsequently returns to work from on-call status within two (2) hours or less immediately preceding the start of the nurse's next regularly scheduled shift.

**P. ROTATION BETWEEN DAY/EVENING/NIGHT SHIFTS**

1. The University may require shift rotation to ensure proper skill/competency mixes on all shifts.
2. At locations where shift rotation is mandatory, the University will implement by September 1, 2008 a system utilizing the following conditions:
  - a. When shift rotation is required, the University shall select nurses who were hired under the condition that they rotate shifts, and who volunteer.
  - b. The University will not require career nurses with ten (10) or more years of UC nurse service to rotate unless the University, at the time of the rotation

assignment, provides the nurse with a written statement of the reasonable basis for such an assignment.

3. When the University requires a nurse to change from a day, evening, or night shift to another shift, the nurse shall receive at least forty-eight (48) hours between the shift rotations, unless the nurse requests less time off.
4. The provisions of §N. do not apply to nurses reporting in to work from on-call status.

**Q. REPORTING PAY/WORK**

A nurse who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any nursing work to which s/he may be alternately assigned by the University, for the duration of the assignment. If no alternate work is available, the nurse shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the nurse of the unavailability of work, or where the nurse has not called in to verify the availability of work when required to do so, work or pay need not be provided.

**R. LAWRENCE BERKELEY NATIONAL LABORATORY**

Policies, procedures, definitions, qualifications, calculations, covered hours and rates currently in effect shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.