

## **ARTICLE 14**

### **HOURS OF WORK**

Sections A., B., C., D. shall not apply to permanent-intermittent, or less than full-time employees.

#### **A. Biweekly Work Period.**

The work period is defined as eighty (80) hours of work normally performed on ten (10) work days within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

#### **B. Work Days.**

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive working days separated by two (2) consecutive days off. Significant or major changes in methods of scheduling shall be first discussed with MSEA before changes are made.

#### **C. Work Shift.**

The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

**Day Shift** - Starts between 5:00 a.m. and 1:59 p.m.

**Afternoon Shift** - Starts between 2:00p.m. and 9:59 p.m.

**Night Shift** - Starts between 10:00 p.m. and 4:59 a.m.

Employees may be assigned to work rotating or relief shifts.

If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements.

MSEA and the Employer recognize that certain employees are exempt from explicit shifts. These employees are expected to work an eight (8) hour shift or its approved equivalent, but the nature of the work does not lend itself to standard work days, work hours (including meals and breaks), and work week. Such employees are usually those who are ineligible for overtime compensation except as otherwise identified in this Agreement. Such employees will have their work time approved by the appropriate authority. Daily reporting for work may be independently adjusted with Employer approval and a schedule will be maintained with the approval of the appropriate supervisor.

The Employer reserves the right to establish or re-establish eight and one-half (8 ½) or nine (9) hour shift schedules with one-half (½) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8 ½) or nine (9) hour shifts as provided herein.

#### **D. Work Schedules.**

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked. Where employees are assigned to multiple shifts, the issue of bidding on such shifts shall be a proper subject for secondary negotiations. Additionally, where multiple start times are available in a work unit, at the request of either party the issue of bidding on start times shall be a proper subject for secondary negotiations.

#### **1. Code 1 Employees**

Changes in work schedules may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the employee or posted on appropriate bulletin boards.

The regular work schedule of an employee in a Code I classification as indicated in Appendices A & B shall not be altered within the work period provided in Section A, above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section unless the employee is otherwise placed in overtime status in accordance with Article 15. Emergency scheduling may continue in accordance with current practice. The issue of the temporary scheduling of Motor Carrier Officers who are required to appear in court or attend mandatory training on a shift other than their regular shift shall be a proper subject for secondary negotiations.

#### **2. Code 2, Code 3 and Law Enforcement Employees**

The regular work schedules of an employee in a Code 2, Code 3 or law enforcement classification as indicated in Appendix B may be altered by

the Employer without penalty within the work period provided in Section A above.

**E. Meal Periods.**

In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime; however, nothing shall prohibit the Employer from establishing or continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary level negotiations regardless of current practice.

**F. Rest Periods.**

There shall be one (1) fifteen (15) minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

**G. Wash-Up Time.**

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations.

If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash-up if the employee is required to work through this wash-up period.

**H. Callback.**

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back or whose callback time is contiguous to their regular working hours and employees who are called back before they have left the Employer's premises will be paid only for those hours worked. Employees who are called back and whose callback hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When an employee is on call and is called back

to work the employee shall be compensated in cash payment or compensatory time in accordance with the provisions negotiated in secondaries in Article 15, Section E the premium rate for the hours of callback. These provisions do not apply to (1) exempt employees; (2) fruit and vegetable inspectors in the Department of Agriculture, and (3) permanent-intermittent employees, unless by virtue of the callback the employee works in excess of eight (8) hours in a day or forty (40) hours in a work week.

**I. On-Call.**

On-call is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required to be on-call shall be so notified in writing by the Employer and shall remain available through a pre-arranged means of communication. Such employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on-call duty. These pay provisions shall not apply to exempt employees, except in accordance with current practice. If an employee who is on-call is called back to duty, the period of callback shall not be counted as on-call time. On-call time shall not be counted as hours worked.

**J. No Guarantee or Limitation.**

This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

**K. Modified Work Schedules.**

Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish modified work schedules as are consistent with the program needs of the Employer and do not violate Section A above. Plans proposed by the Employer for the consideration of employees shall be provided to MSEA prior to being provided to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Code 1 employees on modified work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of ten (10) hours in a workday or forty (40) hours worked in a work week or as mutually agreed upon in secondary negotiations. Whenever the Employer intends to modify or abolish all or part of a modified work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in modified work schedules will first be provided to MSEA and will be discussed with MSEA on request; however, such changes shall not be negotiable.

Where MSEA believes a substantial number of employees at a work site wish to consider a modified work schedule, such matter will be discussed in a Labor-Management Committee Meeting, and shall be subject to secondary negotiations.

**L. Reduction in Hours.**

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs.

**M. Utilization of Leave Credits and Timekeeping.**

Utilization of leave credits and timekeeping records shall be maintained in tenths of a hour.