

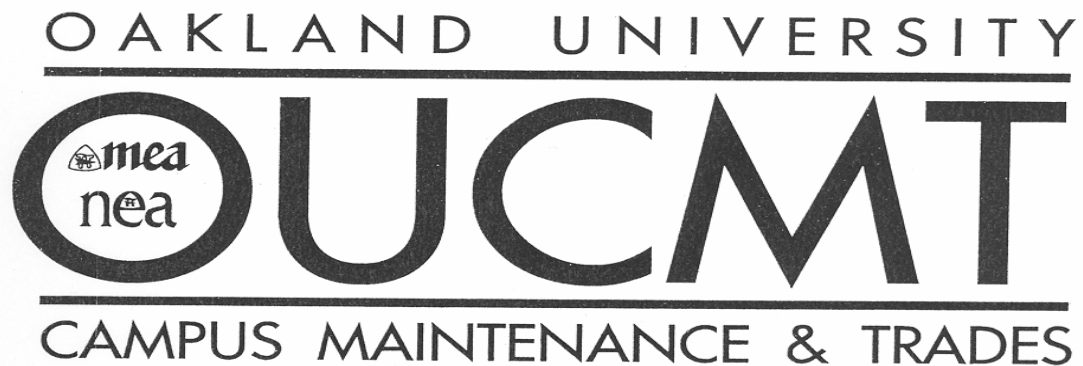
AGREEMENT

BETWEEN

OAKLAND UNIVERSITY



AND



NOVEMBER 1, 2017- OCTOBER 31, 2021

(EXCERPT)

ARTICLE XXXI

WORKING HOURS

- 31.1 Shift Differential. Employees who work on the second or third shift shall receive, in addition to their regular pay, one and one-half percent (1.5%) per hour and two percent (2.0%) per hour respectively additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.
- 31.2 Shift Hours.
- a) The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m.
 - b) The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m.
 - 1.) The second shift for the Central Heating Plant is any shift that regularly starts on or after 12:00 p.m. but before 9:00 p.m. (due to 12 hour shifts schedules)
 - c) The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.
- 31.3 Rest Periods. Employees shall take a rest period of not more than fifteen (15) minutes during each half day of work. Such period runs from the time said employee departs from his/her work station and the employee shall be at his/her work station upon expiration of the fifteen (15) minute rest period. Rest periods shall be taken at a time and a manner that does not interfere with the efficiency of the department. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.
- 31.4 Wash Up Time. Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used. Necessary time will be based on department specific needs as determined by the supervisor.
- 31.5 Call-In Pay. An employee reporting for emergency duty at the Employer's request for work for which he/she had not been notified in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his/her regular straight time rate.
- 31.6 Standby and Pay. An employee who volunteers or is assigned standby responsibility for emergency call-in during a seven (7) day period of Monday through Sunday will receive one (1) hour's pay at his/her regular straight time hourly rate for each twenty-four (24) hour day he/she is on standby. The assignment will be based on a posted schedule where each eligible employee is scheduled for seven (7) day period on a rotating basis. In the event there are no volunteers for a seven (7) day period and an employee must be assigned, the assignment will be given to the least senior employee in the department who has not been assigned standby during the schedule rotation. If extenuating circumstances prevent the least senior employee from fulfilling their stand-by duties, the next least senior employee will be assigned. In the event an employee is scheduled to work in the afternoon shift, no standby will be assigned and emergencies on the third shift will be handled on a call-in basis. Standby will then be scheduled to apply only to weekends.

31.7 Time and One-Half*. The following provisions apply to all areas of work in the Bargaining Units except those specifically covered by the original Letters of Agreement, the contents of which are contained in this Agreement.

- a) Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.
- b) Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work-week
- c) Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.
- d) Alternate schedules:
 - 1) Ten (10) hour shifts – Time and one-half the regular straight time rate will be paid for all time worked in excess of ten (10) hours in an employee's work day or over forty (40) hours in a work week.
 - 2) Twelve (12) hour shifts – Time and one-half the regular straight time rate will be paid for all time worked in excess of twelve (12) hours in an employee's work day or over forty (40) hours in a work week.

*Subject to Supplemental Agreement as additional departments are recognized.

31.8 For the purposes of computing overtime pay for over eight (8) hours in an employee's work day and/or forty (40) hours in an employee's work week time on paid leave will be counted as hours worked. In addition, a holiday for which he/she receives holiday pay will be counted as a day worked.

31.9 In no case shall premium pay be paid twice for the same hours worked.

31.10 Equalization of Overtime Hours. Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours shall be posted in a prominent place in each department and shall be updated on a weekly basis.

31.11 Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be offered first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be offered if there is a shortage of employees in the classification needed. In such cases, they would be offered on the basis of least overtime hours in their classification provided they are capable of doing the work.

However, in the event the Employer determines overtime work is required and there are insufficient volunteers who can perform the work required among the employees in the respective department, the least senior employees who can perform the work required shall be obligated to work the required overtime. The Employer shall endeavor to provide, when feasible, at least twenty-four (24) hours prior notice to the work group that overtime work is to be assigned. A refusal to work the required overtime will subject the employee to appropriate discipline, unless the employee can prove that an emergency situation existed such that the employee was unable to

work the overtime. In such cases the Employer shall then have the right to mandate the next lowest overtime hour employee to work the overtime.

- 31.12 For the purpose of this clause, overtime not worked because the employee was unavailable or did not choose to work will be charged to the employee. The actual number of overtime hours worked by the employee who accepted that overtime assignment shall be charged to the employee who was unavailable or chose not to work.
- 31.13 Overtime hours will be reverted to zero (0) for all employees on January 1 of each year.
- 31.14 Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the date they were reclassified.
- 31.15 Employees completing their probationary period will be charged with the highest number of overtime hours that exist in their classification on the day the employee completes his/her probationary period.
- 31.16 Functional Leader: On occasion there may be times when a Supervisor, Coordinator or other Management personnel are not available. In the absence of the above, the most senior/qualified person in the department may be designated by the University to function as the Functional Leader. The designated individual will receive ten percent (10%) of his/her base hourly rate as hourly premium pay while functioning as the leader. The leader role will take effect automatically on the second day of an unscheduled absence or on the first day of a planned (scheduled) absence. Although a Supervisor, Coordinator or other Management personnel may be available, management may designate functional leader (s) if deemed necessary.
- 31.17 Alternate Work Schedule Program: By mutual agreement, employees may elect to work an alternate work schedule (four (4) ten (10) hour days) based on the following:
 - a) The program consists of a three (3) month (Memorial Day through Labor Day) or twelve (12) month commitment.
 - b) Participation in program is voluntary.
 - c) Employees will notify the department in writing of their desire to participate in the program. Subsequently, on or before May 1st, with the option to choose three (3) month or yearlong commitment. Employees not providing such written notice by May 1st will be deemed to have declined participation in the program. In emergency situations, participating employees may be permitted to withdraw from the program provided the department is given reasonable notice.
 - d) During any week in which a holiday falls, employees will revert to the regular five (5) day eight (8) hour workweek.
 - e) The University may, in its sole discretion, exclude certain positions or departments as needed.
 - f) Minimum staffing levels will be determined by the department.
 - g) Each year employees' weekly days off will be determined by seniority at the time of sign up and will remain unchanged.
 - h) In the cases of absences or vacancies, the department has the right to require an employee or employees participating in the program to revert to the regular five (5) day eight (8) hour workweek.
 - i) The University reserves the right, in its sole discretion, to suspend or terminate the program upon reasonable notice to the employees. The University's determination to suspend or terminate the program will not be subject to the grievance procedure.

- j) Overtime will be paid at time and one half for over ten (10) hours in a day or over forty (40) hours in a workweek.
- k) Vacation, sick and personal time will be paid at their scheduled hours.