

University Counterproposal

June 26, 2026

Hours of Work (Staff)

1. **Work Hours and Scheduling.** Standard University ~~operational business~~ hours are 8:30 a.m. to 5 p.m., Monday through Friday. Department ~~sal administrators~~ may ~~establish alternate schedules or~~ **require additional** hours as necessary or to ~~meet operational needs. vary these schedules to accommodate operational needs.~~ In all cases, the hours worked per week (excluding lunch breaks) should total 37.5 for full-time bargaining unit employees, or the reduced number of hours based on % FTE for part-time bargaining unit employees.
2. **Notice of Scheduling Changes.**
 - 2.1. **Definition.** For the purposes of this Agreement, a “schedule change” shall mean a change in the days of work, hours of work, **and/or shift**, ~~or any other deviation from a bargaining unit employee’s typical work routine.~~
 - 2.2. **Permanent Schedule Change.** If the Employer ~~wishes to~~ **introduces plans to implement** a new schedule on a permanent basis, the bargaining unit employee shall be provided with written notice of the change at least **60** 30 calendar days prior to the start of the new schedule. ~~except that less notice may be provided where 30 days’ notice is not possible, in which case the Employer shall provide as much notice as possible.~~ The bargaining unit employee may agree, in writing, to accept the schedule change sooner.
3. **Temporary or Occasional Schedule Change.** If the Employer ~~requests~~ **introduces plans to implement** a temporary or occasional schedule change, the bargaining unit employee shall be provided written notice of the change at least **30 two (2) five (5) calendar business** days prior to the start of the new schedule, ~~except that less notice may be provided where 30 two (2) business five (5) calendar business~~ **business** days’ notice is not possible, in which case the Employer shall provide as much notice as possible.
 - 3.1. **Notice.** ~~A bargaining unit employee who does not receive notice of a schedule change as set forth above shall be entitled to work their normal schedule. A bargaining unit employee shall not be disciplined or discharged for refusing scheduling changes without the required notice, but may voluntarily waive notice and agree to the rescheduling.~~

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~~3.2.3.1.~~ **Suggestions.** The Employer shall consider suggestions made by bargaining unit employees regarding ways that the work objectives of their department or unit might be achieved as efficiently without the need to impose a schedule change.

4. **Employee Requests (Flex Workday).** An employee may request a temporary or permanent schedule change ~~may be initiated by the Employer or the bargaining unit employee, subject to the supervisor's approval. In some cases, such that the employee works a standard workweek but with to their~~ start and end times that differ from their regularly scheduled workday, ~~subject to the supervisor's approval.~~ Such a Flex Workday may include a split schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12 PM and 3 PM-7:30 PM). Following a bargaining unit employee's request for a temporary or permanent schedule change, the Employer shall approve or deny the request in writing within ~~14~~ 15 business days ~~calendar~~ days of receipt for a permanent change, and within 10 business days for a temporary change.
- ~~5. **Shift Work.** A bargaining unit employee shall not be required to report to work fewer than twelve (12) hours following the end of their previous shift, absent the bargaining unit employee's consent. The Employer may not require an employee to work a split schedule.~~
6. **Lunch Breaks.** Bargaining unit employees shall be entitled to a ~~lunch~~ mandatory break of 30 minutes or up to one hour, without pay, for every shift of more than four ~~five~~ hours they are scheduled to work. The length of the unpaid lunch break shall be at the discretion of the department. Breaks cannot be used at the beginning or end of the shift without supervisory approval. ~~For scheduled shifts of at least three but less than five hours, bargaining unit employees shall be entitled to a 30-minute lunch break, without pay. The use of leave for a portion of the shift shall not affect eligibility for a lunch break.~~
- ~~7. **Overtime & Compensatory Time for Non-Exempt Bargaining Unit Staff.**~~
- ~~8. Non-exempt bargaining unit employees will be responsible for completing the tasks required of their position listed in their position description. The assigned duties must be such that they can be reasonably expected to be completed during the regularly scheduled 37.5 hours/week, or a reduced number of hours based on % FTE for part-time bargaining unit employees.~~
- ~~9. Additional work duties that extend beyond a bargaining unit employee's normally scheduled hours of work may be assigned only with the consent of the bargaining unit employee.~~

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- ~~10. For hours worked beyond the regular schedule and up to 40 hours/week, the Employer must provide either pay at the bargaining unit employee's regular hourly rate, or compensatory time equal to the additional hours worked, whichever the bargaining unit employee chooses.~~
- ~~— For all hours worked beyond 40 in a particular workweek, the bargaining unit employee shall be paid overtime at 1.5 times their regular rate on the pay date for the pay period in which it was submitted.~~
- ~~11. "Hours worked" shall be defined to include all hours paid.~~
- ~~12. Compensatory time earned shall not exceed 150 hours. Bargaining unit employees can bank these hours for future use as paid time off. Compensatory time shall be paid out if it is accrued in excess of 150 hours, if it remains unused for one year, and upon termination or transfer to another position.~~
- ~~13. When a non-exempt bargaining unit employee is required to work hours outside of their regularly scheduled workday or workweek, the Employer will not avoid paying overtime by reducing the bargaining unit employee's hours of work within the same workday or workweek unless the bargaining unit employee agrees to the reduction in writing.~~
- ~~14. If a bargaining unit employee is expected to work overtime for more than half of the workweeks in any given three month period, they may submit a written request for review of their position to their supervisor.~~
- ~~15. Exempt Employees.~~
- ~~16. Exempt bargaining unit employees may be expected to work more than 37.5 hours/week occasionally to meet a specific deadline, goal, or operational need of which the employee is given advance notice in writing.~~
- ~~17. If an exempt bargaining unit employee is expected to work more than 40 hours/week for more than half of the workweeks in any given three month period, the bargaining unit employee may submit a written request for review of their position to their supervisor.~~
- ~~18. **Position Review.** For both exempt and non-exempt bargaining unit employees, disputes over duties in relation to hours of work shall be reviewed by a committee consisting of the bargaining unit employee, their supervisor, a Union representative, a Human Resources representative, and no fewer than one and no more than three staff members who hold similar positions, with the specific individuals proposed by the Union but subject to mutual agreement between the parties. The committee will compare the bargaining unit employee's position description to a list of the duties that are expected to be completed in a regular~~

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~~workweek, and the committee shall determine if the assigned duties are reasonable and aligned with the position description.~~

~~19. If the committee determines by majority vote that the assigned duties are reasonable and aligned with the position description, the bargaining unit employee and their supervisor will work together to identify ways to improve efficiency and productivity.~~

~~20. Otherwise, the bargaining unit employee will be granted their choice of the following options:~~

~~21. A job change into a different position that better aligns with the expected job duties, or~~

~~22. An adjustment of assigned duties such that there is a reasonable expectation that their expected duties can be completed within their regularly scheduled workweek.~~

~~23.5. The position review process will not be used as the basis for any disciplinary action.~~

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