

## **ARTICLE 4**

### **Work**

#### 4.1 General Provisions

- a. Unless specifically designated as Part-time, all Bargaining Unit Members are anticipated to be employed on a full-time basis.
- b. The University's pay records, practices, and procedures shall govern the payment of all wages. If the University determines there is a need to adjust payroll cycles impacting Bargaining Unit Members, the University must first notify the Union.
- c. Work performed at the direction of the University shall be compensated.
- d. A standard workweek will normally consist of forty (40) hours worked in eight-hour increments over five consecutive days. A standard work schedule will not include a shift of less than three (3) hours in a workday. The parties recognize that, while the standard workweek definition is forty (40) hours, programmatic needs of some units may necessitate deviation from the eight-hour increments over five-day schedules.
- e. A regular workweek will normally be from Sunday 12:00 a.m. (midnight) through Saturday 11:59 p.m.
- f. Work weeks of forty (40) hours in ten-hour increments over four consecutive days may be requested in writing by Bargaining Unit Members to the immediate supervisor. The University shall approve or deny the request in writing within ten (10) working days.

#### 4.2 Work Schedules

- a. The University shall establish work schedules defining the necessary hours of work.
- b. The parties recognize that work schedules may be changed for business purposes by the University.
  1. The University shall meet with the Employee Representative, at least twenty-four (24) hours prior to announcing any schedule changes.
  2. The University shall provide a two (2) week written notice of work schedule changes.

3. Schedule changes shall be announced to the Bargaining Unit Members in the appropriate seniority pool.
  4. Work schedule assignments shall be made on the basis of seniority.
- c. Schedule change request for personal hardship or other issues may be initiated by Bargaining Unit Members. Bargaining Unit Members must submit the request in writing through the Union representative to the supervisor for the shift change. The supervisor's determination shall be based on business purposes, job descriptions and seniority. The University shall approve or deny the request in writing within ten (10) days.

In the event of a dispute, seniority shall determine the final assignment.

- d. Changes to work schedules which address recurring needs (e.g., clearing roads and parking lots during break-up; the first snowfall that requires snow removal; rocket launches; research activities; agricultural activities like planting and harvesting; birthing) shall be excluded from the notice requirements of this provision; however, the Bargaining Unit Members will be notified as far in advance as practical.
- e. To facilitate boiler overhauls at the power plant the University will provide a two-week written notice of work schedule changes. When returning Bargaining Unit Member's to their normal work schedule, the University shall give as much notice as possible.
- f. Changes to work schedules in order to react to critical situations which require a rapid response (e.g., extreme cold, extreme snowfall, earthquakes, volcanoes, floods, fires) shall be excluded from both the notice requirements of this provision and the seniority considerations of this provision; however, the Bargaining Unit Members will be notified as far in advance as practical.

#### 4.3 Extra Hours of Work

- a. Extra hours of work shall be accomplished by the Bargaining Unit Member as directed by the University. A Bargaining Unit Member may decline the extra hours of work based on an individual personal hardship. An effort will be made to share extra hours of work among the Bargaining Unit Members within a shop and within the appropriate classification description who have the ability and skills to accomplish the required work.
- b. Bargaining Unit Members may be required by the University to extend their normal work day and work extra hours in response to fire, life, safety and preservation of property situations where the University's and/or

student/staff safety is at risk. All extra hours required under this paragraph shall be paid at the overtime rate.

- c. After more than four hours of work in a shift, a Bargaining Unit Member shall take an unpaid meal period of thirty (30) minutes unless it is a dire emergency.
- d. Extra hours are any hours beyond those scheduled.

#### 4.4 Call-In Work

- a. A Bargaining Unit Member reporting at the University's request (made outside of normal work hours) for work which is not scheduled in advance and which is outside of their regular work period shall be guaranteed two (2) hours at the overtime rate. All additional hours worked in call-in status beyond the (2) two-hour premium shall be paid at the rate of time and a half (1.5). Bargaining Unit Members are expected to respond as directed by the University. A Bargaining Unit Member may decline the call-in work.
- b. After more than four (4) hours of call-in work, a Bargaining Unit Member may be granted an unpaid meal period of thirty (30) minutes unless it is a dire emergency.
- c. If the Bargaining Unit Member responds to other situations while at work, the Bargaining Unit Member will not be entitled to additional call-in compensation.

#### 4.5 Stand-By

- a. Bargaining Unit Members who are required to be in a "stand-by" status on work days shall be paid two (2) hours at straight time for each 24-hour period or portion thereof. Bargaining Unit Members who are required to be in a "stand-by" status on non-work days shall be paid two (2) hours at straight time for each 24-hour period or portion thereof. Bargaining Unit Members on "stand-by" who are called in shall receive the premium pay at the rate of time and a half (1.5) and shall report to work within 45 minutes, or longer as otherwise specified by the University. Failure to comply with this provision shall result in loss of stand-by pay, disciplinary action or both.
- b. Stand-by shall be voluntary; in the event that stand-by assignments cannot be filled on a voluntary basis the University may assign stand-by to Bargaining Unit Members in accordance with the provisions below:

1. The least senior Bargaining Unit Member with the ability to perform the duties shall be assigned first.
2. No Bargaining Unit Member shall be assigned stand-by for longer than fourteen (14) days in a thirty (30) day period.
3. Every effort will be made to accommodate personal schedule commitments when assigning stand-by.

#### 4.6 Pay for Overtime Work

- a. Overtime is paid for those hours worked in excess of forty (40) hours in a workweek.
- b. Overtime work shall be paid at base hourly rate times one and a half (1.5).
- c. There shall be no pyramiding of overtime or premium pay.
- d. Holidays shall be counted as hours worked for the purpose of calculating overtime.

#### 4.7 Meal Period & Breaks

- a. Meal breaks will be sixty (60) minutes unpaid or thirty (30) minutes unpaid, as designated by the University from the time the Bargaining Unit Member stops work for lunch and returns to work from lunch. The University may change the meal period as necessary to accomplish the work. Where the nature of the work does not permit a scheduled meal break, the University shall make alternate arrangements to enable Bargaining Unit Members to eat a meal.
- b. All Bargaining Unit Members shall be allowed one relief period not to exceed fifteen (15) minutes during the first half of the shift and one relief period not to exceed fifteen (15) minutes during the second half of the shift. The relief period shall be taken in a manner which does not interrupt the flow of work.

#### 4.8 Continuous Hours of Work

Bargaining Unit Members shall not normally be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period.

#### 4.9 Compensatory Time

There shall be no Compensatory (Comp.) Time.

#### 4.10 Shift Schedule Premium

- a. Bargaining Unit Members who work as Boiler Firer and Boiler Firer Trainee in the UAF Power Plant shall receive a premium of one dollar (\$1.00) an hour.
- b. Bargaining Unit Members who are on authorized voluntary alternate schedules are not subject to Section C, below.
- c. Bargaining Unit Members, other than those addressed in 4.10 A. and B. above, whose work schedule, as established according to Article 4.2, includes three (3) hours or more between the hours of 6:00 p.m. and 7:00 a.m. shall receive a differential of five percent (5%) of their base hourly rate of pay for all hours worked.
- d. Rotating shifts shall not be a routine practice. In the event of the need to establish a rotating shift the University and the Union shall meet prior to implementation.

#### 4.11 Special Assignment Premium Pay

- a. Premium pay for special assignments may be addressed through Availability of Parties. (Article 2.6)
- b. Bargaining Unit Members shall receive a premium of five percent (5%) for all hours worked in conditions including but not limited to work involving contact with biological or radioactive materials that are determined by a qualified authority, (DEC, safety officer, etc) to pose a hazard. The Associate Vice-Chancellor or his/her designee will determine if the hazard warrants such additional compensation.
- c. The University may, at its sole discretion, award nonrecurring bonus payments to Bargaining Unit Members for performance beyond expectations. Notice of such payments shall be provided to Local 6070 within thirty (30) days.

#### 4.12 Health and Safety

- a. General

It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful work environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention

programs. The University agrees to abide by all relevant required local, state, and federal safety and health standards, and no Bargaining Unit Members shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

The University will make available to Bargaining Unit Members all information as required by local, state, and federal law dealing with occupational safety and health.

The University agrees to assess any unsafe and unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported in writing to the Bargaining Unit Member (s) who reported the conditions and to the local field office.

b. Safety Equipment

The University shall furnish appropriate safety equipment, including but not limited to, protective eye wear, adequate protective clothing, safety shoes or boots, masks (rubber gloves, rubber smocks, respirators, air packs, filter masks, etc.) as the University, consistent with applicable controlling law or regulations, deems necessary to assure the safety of the work force. Bargaining Unit Members agree to use such equipment properly and as directed by the University to prevent injury and accidents. Bargaining Unit Members shall not be required to operate University equipment that does not conform to local, state, or federal safety requirements. No Bargaining Unit Member will be required or requested to perform work in an unsafe manner or using unsafe equipment.

c. Safety Shoes or Boots

1. Bargaining Unit Members requiring safety shoes or boots, Bargaining Unit Members who can demonstrate a valid need for safety boots or shoes and with the concurrence of the Bargaining Unit Member's supervisor, or as may be required by applicable facility services safety standards will be reimbursed for the cost of the shoes or boots up to \$100.
2. Request for reimbursement of safety shoes or boots shall be made on the appropriate University provided form and supported with proper documentation of cost.
3. Bargaining Unit Members required to wear safety shoes or boots in sub zero temperatures and who do not have appropriately insulated safety shoes or boots may substitute OSHA approved metatarsal guards. Guards may be provided by the University.

4. Bargaining Unit Members who qualify for this reimbursement may use it once in a fiscal year or must prove that previously reimbursed footwear is no longer serviceable and of no practical use at work.
5. Replacement of lost stolen, destroyed or damaged footwear within a fiscal year will be at the expense of the Bargaining Unit Member unless there is clear evidence of the University's sole responsibility for the loss, destruction or damage to the safety shoes or boots.

d. Prescription Safety Lenses

1. Bargaining Unit Members shall be reimbursed up to \$300 towards the actual cost of prescription safety lenses and frames every three (3) fiscal years or the University will provide the insert frames and up to \$100 towards the actual cost of the prescription safety lens inserts each fiscal year. Requests for reimbursement of the safety eyewear shall be made on the appropriate University provided form and supported with proper documentation of cost.
2. No payment will be made for prescription eyewear amounts covered by insurance or charges for items other than the lenses and frames (e.g. eye exam, tints, etc.)
3. The protective safety eyewear must meet OSHA Standards as referenced in (ANSI Z87-1-2003), including side shields.
4. Replacement of lost, stolen, destroyed, or damaged eyewear within a fiscal year will be at the expense of the Bargaining Unit Member unless there is clear evidence of the University's sole responsibility for the loss, destruction, or damage to the prescription eyewear.

e. Vaccination Benefit

The University shall make available at no expense to the Bargaining Unit Members working on waste piping or other potential infectious materials as defined by OSHA, the combined Hepatitis A and B vaccination.

f. Training

Any Bargaining Unit Member, who works with hazardous material, as defined by applicable governing federal and state law, shall receive training in the proper and safe handling of such materials before being allowed to handle such materials. All training shall be in accordance with any applicable governing federal and state law. The University shall make available annually at no expense to the Bargaining Unit Members training

on “Blood Borne Pathogens.” The University shall offer First Aid/CPR to at least ten percent (10%) of the bargaining unit at each MAU annually at no expense to the Bargaining Unit Member.

g. Reporting

All equipment or working areas which are claimed to be unsafe shall be reported to the immediate supervisor who shall take appropriate steps to investigate the complaint and institute timely corrective action. It shall not be a violation of this agreement or grounds for disciplinary action or retaliation of a Bargaining Unit Member(s) to refuse to work in proximity with a hazardous condition or defective equipment where an unsafe condition constitutes a life-threatening situation or hazard to health.

h. Safety Meetings

The University shall conduct monthly safety meetings for all Bargaining Unit Members. A written summary of the meetings shall be kept, showing concerns, participants, actions taken and recommendations made and shall be sent to the Local 6070 union field office on request. Time spent in meetings shall be considered work time.

i. Uniforms

The University may initiate a voluntary uniform policy and Bargaining Unit Members will be encouraged to participate.

Prior to any decision by the University to initiate a uniform policy, the parties may form a labor-management committee in accordance with Article 7.

In the event the University desires to initiate a mandatory uniform policy, the University will serve written notice to Local 6070 and negotiations on mandatory uniforms will commence within sixty (60) calendar days or as agreed by the parties.

#### 4.13 Travel

Except as specifically provided in this article, travel and per diem allowances shall be paid in accordance with Regents’ Policy and University Regulation in effect on the date of travel. The University shall prepay or direct bill all travel expenses in accordance with University Policy and Regulations.

a. Travel Status

A Bargaining Unit Member will be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the Bargaining Unit Member leaves and returns to his/her immediate work station if travel begins during assigned working hours, or when the Bargaining Unit Member leaves and returns to his/her home if travel begins and ends outside assigned working hours.

b. Travel Advances

Advances for travel may be issued to the Bargaining Unit Member at their request, subject to approval by the travel administrator or his/her designee, if the anticipated reimbursable expenses exceed \$100. Travel advances should be for out of pocket expenses only such as meals and incidentals. Unused advance funds must be repaid to the proper advance account within fifteen (15) days of trip completion.

Uncleared advances shall be deducted from an employee's pay, if an expense report is not submitted or amounts due to the University on an expense report are not paid.

c. Automobile Rental

The cost of vehicle insurance, generally called "collision damage waiver insurance," offered by car rental agencies will not be paid or reimbursed for automobile rentals for University business by employees because the University is self-insured for vehicle damage and will be responsible for any damages incurred while using the vehicle for University business.

d. Reimbursement

The University shall reimburse Bargaining Unit Members within fifteen (15) working days of receipt of the expense report.

e. Meal Allowance

Meal allowance rates shall be at the designated rates set by the University.

f. Lodging

Bargaining Unit Members are encouraged to stay at accommodations that meet the federal standard lodging rate for the area. Any lodging that exceeds the rate by 1.5 times must be pre-approved by the travel administrator or his/her designee.