

## **ARTICLE 8. OVERTIME**

### **A. Definition.**

Overtime is time actually worked in excess of forty (40) hours in a workweek. Holiday(s), vacation, witness pay, jury duty, and compensatory time off shall be included as hours worked for purposes of this Article only.

### **B. Overtime Rate and Method of Compensation.**

1. Hours worked in excess of forty (40) hours worked in a workweek shall be compensated for at one and one-half (1 1/2) times an employee's base hourly rate of pay.
2. For purposes of calculating the overtime rate for hours worked at one and one-half times the employee's hourly rate, the following shall be included as wages: the employee's regular hourly rate, shift differential, on-call, and special performance awards or other similar bonuses.
3. When an employee is employed at more than one rate of pay, overtime earned at the time and one-half rate shall be calculated based on the rate in effect when the overtime is earned.
4. Notwithstanding Section B.1. above, overtime compensation earned at the time and one-half rate may be taken, except for watch standers, in equivalent time off at the employee's option.
  - a. No more than one hundred eighty (180) hours of compensatory time off (one hundred twenty (120) hours of overtime which require compensation at the time and one-half rate) may be accumulated. An employee shall be paid for hours of overtime which exceed the limit.
  - b. Compensatory time off shall be scheduled and taken within two (2) six (6) month bank periods (January 1 - June 30; July 1 - December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or in the bank period following that in which it is earned shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University.
  - c. An employee shall request use of compensatory time off at least five (5) calendar days in advance of the desired time off, except in an emergency. Compensatory time off will be granted subject to the operational needs of the University.

- d. Upon separation from employment, an employee shall be paid any banked compensatory time off earned at the time and one-half rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.

**C. Scheduling.**

As soon as practicable after the University has decided the need exists for additional work or overtime, the University shall notify the employee(s) it selects that the employee must work overtime or beyond his/her regularly assigned shift.

If an employee is ordered to perform additional work or to work overtime, and the employee receives less than twenty-four (24) hours advance notice, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any additional hours worked within the twenty-four hour notice period. An employee who receives less than twenty-four (24) hours notice shall not, however, be paid at the rate of one and one-half times (1 1/2) the regular hourly rate if the University has made reasonable attempts to contact the employee, but the employee was not available in order to provide such notice.

Unless excused by the University, an employee must accept such assignments. However, the University will take into account employee preferences for such assignments, and will attempt to evenly distribute such assignments among employees by classification and shop or work location. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

No additional time shall be worked without the advance permission of supervision.

- D. There shall be no compounding/pyramiding of overtime payments.

**E. Overtime Meals.**

When an employee is required to extend his/her regularly assigned shift more than three hours, and that period extends past the employee's regular meal time, he/she shall be paid for the cost of that meal, provided that no compensation for any meals will be made by the University without presentation by the employee of a receipt showing money spent. The maximum allowance is \$8.00. If during the term of this Agreement, the maximum allowance is changed for other University unrepresented staff employees who are not managerial, confidential, or supervisory employees, the change will apply to employees in this unit.

A person who has been called in to work overtime, or works planned overtime is not entitled to be paid for a meal, even though this overtime requires him to work past a regular meal time.