

ARTICLE 14 - OVERTIME

A. Management Authority and Responsibility

1. Nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work. Overtime shall be defined as hours worked in excess of eight (8) hours. Bargaining unit employees shall be entitled to overtime compensation for all hours of work in excess of eight (8) hours worked in a day and that CTO, sick leave, vacation leave, holidays, jury or witness duty taken prior to said eight (8) hours of work shall not circumvent that entitlement.
2. As soon as practicable after the University decides upon the need for overtime or additional work, the University shall notify the employee(s) it selects that overtime must be worked or that the employee(s) must work beyond his/her regularly assigned shift. An employee may decline such assignments under special circumstances and a supervisor shall make a sincere effort to relieve an employee working overtime whenever said employee so requests. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work, including requiring employees to remain at work after conclusion of their shift until relief is available.

B. Distribution of Overtime

1. The University shall attempt to assign overtime work equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, management may consider special skills required to perform particular work.
2. At each organizational unit work location, the University will post the previous twelve (12) months of overtime distribution. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees at the organizational unit work location will be listed as eligible for overtime.

C. Overtime Rate and Method of Compensation

1. For all employees in the bargaining unit who work a standard work schedule, all hours worked in excess of eight (8) hours in a day shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate.

For all employees in the bargaining unit, compensation shall be at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked on the employee's regular scheduled day(s) off.

Any scheduled overtime which is not contiguous to an employee's normal schedule, shall be a minimum of four (4) hours and shall be paid at one and one-half (1-1/2) the regular hourly rate.

2. For purposes of calculating the overtime rate for hours worked as mentioned in C. 1. above, the regular hourly rate shall include: the employee's, base rate, shift differential, on-call, hazardous duty pay.

When an employee is employed at more than one base rate, overtime earned at the time and one-half rate shall be calculated based on the base rate in effect when the overtime is earned.

3. Notwithstanding Section C.1. above, overtime compensation earned at the time and one-half rate may be accrued as compensatory time at the employee's option provided that no more than one hundred twenty (120) hours of compensatory time may be accrued in any calendar year. Employees may request to receive payment of hours in his/her compensatory time bank on the first pay date in June and the first pay date in December of each year. A maximum of one hundred twenty (120) hours of compensatory time may be carried over into the next calendar year. The total amount of compensatory time carried over shall be credited to the maximum one-hundred twenty (120) hours compensatory time accrual for that year. (For example, an employee who chooses to carry over eighty (80) hours into the following calendar year shall only be allowed to accrue a maximum forty (40) hours in the new calendar year.)
4. An employee shall request use of compensatory time off a minimum of four (4) work days in advance of the desired time off, except in an emergency. The supervisor will not unreasonably deny the use of compensatory time. The supervisor's approval of the use of compensatory time will be subject to the operational needs of the University.
5. Upon separation from employment, an employee shall be paid any banked compensatory time earned at the premium 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.
6. Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

D. Overtime Meal Allowance

When an employee is required to extend his/her regularly assigned shift more than three (3) hours, and that period extends past the employee's regular meal time, he/she shall be paid an overtime meal allowance of eight dollars (\$8.00). A person who is scheduled to work planned overtime is not entitled to be paid for a meal, even though this overtime requires him/her to work past a regular meal time.

E. Time off Between Shifts

In the event an employee is required to change his/her shift and this change results in less than twelve (12) hours between shifts, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift.