

## ARTICLE 19- OVERTIME

### A. General Provisions

1. The University shall decide when overtime is needed. Overtime must be approved in advance by the University in order to be compensated. The University shall notify employees that overtime is available as soon as practicable after the need for overtime is determined. Employees shall work overtime when such work is assigned.
2. The University will attempt to distribute overtime in a fair and equitable manner. When the University determines the need for overtime, the University will solicit volunteers to work the overtime. When there are two or more employees requesting to work the overtime, assignment of that overtime shall be based on greatest seniority. If there are no volunteers, the assignment to work the overtime will be based on inverse order of seniority among those employees at the same location who normally perform the work involved.
3. The University may, at its discretion, assign overtime work to employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed to the same degree by other employees in the department/division and which are necessary to perform the required work.
4. Upon the written request of AFSCME, the University shall monitor the assignment of scheduled overtime for specified craft shops(s) for a period not to exceed three months and provide to the union the following information: the overtime offered, the date(s) the overtime was offered, any special skills required, the name(s) of the employee(s) offered the overtime, and whether or not the overtime was refused or

worked. This information shall be posted on the shop bulletin board.

#### B. Definition

Overtime is work which exceeds the hours of an employee's regular full-time daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek. Overtime hours do not count toward accumulation of sick leave, vacation, holiday or retirement system credit. Overtime hours are not compensated at the one and one-half time rate unless the conditions described in Section C.1, below, are met.

#### C. Overtime Compensation

1. Employees shall be compensated at two distinct rates for overtime as follows:
  - a. For hours of work over forty (40) worked in a workweek, overtime will be compensated at the rate of time and one-half the straight time hourly rate of pay. For purposes of this Article only, time spent on vacation, sick leave, and holidays with pay will be considered time worked. Time spent on jury duty and compensatory time off with pay will also be considered as time worked for purposes of this article.
  - b. All other overtime shall be compensated at the straight time hourly rate.
2. When an employee is employed at more than one rate of pay, overtime earned at the time and one-half rate may be calculated based on the employee's weighted average hourly rate or based on the rate in effect when the overtime is worked, at the option of the University.

Overtime may be compensated at the appropriate rate by either compensatory time off or pay as requested by the employee and approved at the option of the University.

a. Physical Plant employees

Compensatory time off may be earned on non-recharge work and shall be taken within a six (6) month bank period (either January 1 - June 30 or July 1 - December 31). Accumulated hours of overtime, if not taken as compensatory time off within the bank period in which it is earned and available, 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 department management. No more than twenty (20) hours of overtime, which requires compensation at the time and one-half rate (that is, thirty (30) hours of compensatory time off), may be accumulated at any one time. An employee shall be paid for hours of overtime, which exceed this thirty (30) hour limit.

All compensatory balances as of the date of this MOU will be paid off the first regularly scheduled pay period following June 30, 2012.

b. All other employees

Compensatory time off shall be scheduled and taken within two (2) six (6) month bank periods (January 1-June 30; July 1-December 31). Accumulated hours of overtime, if not taken as compensatory off 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. No more than one hundred sixty (160) hours of overtime, which requires compensation at the time and one-half rate (that is, two hundred forty (240) hours of compensatory time off), may be accumulated at any one time. An employee shall be paid for hours of overtime, which exceed this 160-hour limit.

Upon separation from employment, employees shall be paid at their then current rate of pay for all accumulated overtime earned at the straight time rate; however, accumulated overtime earned at the time and one-half rate shall be paid at the employee's current rate of pay.

D. The overtime rotation lists which apply to Physical Plant employees shall be maintained for the purpose of assigning overtime in accordance with Article 18.G. Call Back Time.

E. There shall be no double payment of overtime hours.