

# Overtime and Compensatory Time: General Guidelines for Managers and Staff

## **PURPOSE:**

The purpose of these guidelines is to control labor costs for the University by properly managing the expense of Overtime and Compensatory pay to employees.

While comprehensive to a degree, this guideline is not meant to be inclusive of every work scenario that may occur in these areas.

These guidelines will always be subject to compliance with any and all applicable laws and regulations, as well as any relevant provisions of any applicable collective bargaining agreements.

## **GENERAL DEFINITIONS:**

**On Time** . Working hours that are within the scheduled start and end times of a shift.

**Overtime** . Worked hours that exceed 40 hours in a single work week. Time off, such as holiday, sick or vacation pay, does not apply toward worked hours, except when recognized as such in a collective bargaining agreement between a union and the employer.

**Approved Overtime** . Overtime worked after receiving prior authorization from an immediate manager or supervisor.

**Unapproved Overtime** . When an employee works more than 40 hours in a workweek without requesting prior approval from their manager or supervisor.

**Late** . Clocking in to work after the scheduled start time of an assigned shift.

**Early Out** . Clocking out before the scheduled end time of an assigned shift.

**Unscheduled Absence** - when an employee is absent from work without having obtained approval of the absence prior to the absence itself.

**Call Out** . reporting an unscheduled absence from work prior to an assigned shift start time.

**No Call / No Show Absence** . an unscheduled absence from work without an employee calling out and providing notification prior to the start of their shift.

**Acceptable Attendance** . when an employee has:

- Less than 3 late occurrences in a 30-day period

- Less than 10 unscheduled absences in a rolling 6-month period

- Less than 15 unscheduled absences in a rolling 12-month period

- Zero No Call/No Show Absences in a 12-month period.

With respect to SOM, please refer to the SOM Attendance Control Policy.

**Workweek** - A fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods.

Rowan University workweek begins at 12:00 a.m. on

## Mandatory Overtime

During certain time periods and situations, and for certain departments, Rowan may require employees to work extended hours (*i.e.*, Public Safety, Facilities, etc.). Overtime can be considered a condition of employment, and refusal to accept it when reasonable notice has been given, may result in any appropriate corrective action.

## Excessive Utilization of Overtime

In observance of proper operational and departmental management, Supervisors and Managers who excessively and or continually rely on the use of overtime hours by employees to complete and all corrective action.

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## 2. **Determine the employee's union that covers the employee's job function.**

An employee's job function union is also very important when determining how and when an employee may earn or use compensatory time. Some unions have collective bargaining provisions which have an effect as to how much compensatory time may be collected and/or at what point the compensatory time must be utilized by the employee, including the following:

**AFT** - a side letter agreement between AFT and Rowan governs comp time for AFT NL (no-limit) employees. Section 1 covers most issues; however, the entire provision applies. Some highlights and key provisions are presented below, but the actual document should be referenced for more complete parameters:

- From time to time, NL staff employees may be called upon to meet unusual work time requirements. In such event the affected employee may request from his/her immediate supervisor roughly comparable time off.
- Past practice at the college ordinarily defines the work week at 35 hours distributed over no more than 5 days. If the work requirement of the job is beyond the normal 35 hours per week, the affected individual may arrange to receive roughly comparable time off. Such arrangements shall not be on an hour for hour basis nor will there be cash compensation.
- This comparable time should be taken within 60 days after the unusual work time was expended unless otherwise agreed to by the affected employee and his / her immediate supervisor. In the event that the 60 day limit requires that comparable time be made up during a period when the office work load is heavier, such comparable time may be postponed to a period when that work load is lighter. However, comparable time must be taken within a year from the time the unusual work pattern occurred. Any such arrangements are to be made between the employee and the supervisor, as well as the appropriate divisional Vice President.
- Arrangements for taking comparable time shall be mutually agreed to by the affected employee and his / her immediate supervisor, subject to the use conditions of the side letter agreement.

**IFPTE** - Article 11, Compensatory Time Balances governs the use of compensatory time for IFPTE employees.

- Article 11(A) When employees accumulate compensatory time balances, the appointing authority will provide administrative procedures to assure the employee that such compensatory time balances will not be taken away but will be scheduled as time off or alternatively paid in cash.
- Article 11(D) states "ordinarily, a maximum of eighty (80) hours of compensatory time may be carried by an employee. Where the balance exceeds eighty (80) hours the employee and the supervisor shall meet to amicably schedule such
- Article 11(E) - An employee may be required to schedule compensatory time off in keeping with the need of the work unit or department. Such a request will not be made in an arbitrary fashion.

**CWA (State, non-SOM)** - All four bargaining unit contracts contain Article 9, Compensatory Time Balances, and are identical. Provisions pertaining to accrual is found in Article 9, Section C, which states:

- Ordinarily, a maximum of eighty (80) hours of compensatory time may be carried by an employee. Where the balance exceeds eighty (80) hours, the employer and the supervisor will meet to amicably schedule such compensatory time off.

**PBA SLEU** represents the rank-and-file officers on the Glassboro campus. Article XX of the most recent collective negotiations agreement (term ended 6/30/19) states:

- Ordinarily, a maximum of one hundred (100) hours of compensatory time may be carried by any employee. Where the balance exceeds one hundred (100) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off.

**NJLESA** represents the sergeants on the Glassboro campus. Article XIX of the collective negotiations agreement states:

- Ordinarily, a maximum of two hundred (200) hours of compensatory time may be carried by any employee. Where the balance exceeds two hundred (200) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off. If the employee and supervisor cannot agree on the scheduling, the supervisor shall have the discretion to schedule the compensatory time off.

**NJSOLEA** represents the lieuten