

# **ARTICLE 22**

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## **OVERTIME, COMPENSATORY TIME, HOLIDAYS**

### **SECTION 1**

Overtime work consists of hours of work that are officially ordered in advance and in excess of 8 hours in a day or 40 hours in a week, but do not include hours that are worked voluntarily, including credit hours, or hours that an employee is "suffered or permitted" to work that are not officially ordered in advance. FLSA-exempt and non-exempt employees will be compensated for overtime or holiday work, as appropriate to their status, in accordance with all applicable laws, rules and regulations at the time the work is performed and with this Agreement to the extent it is not inconsistent therewith.

Union representatives will be given overtime compensation when formal meetings (Article 7, Section 1) and employee interviews (Article 5, Section 3) require the Union representative to work in excess of 8 hours in a day or 40 hours in a week.

### **SECTION 2**

In order to ensure that employees completely understand their rights for overtime compensation, the Employer will, each time an employee undergoes a personnel action, notify the employee on the SF50 as to whether he or she is exempt or non-exempt for the purposes of the Fair Labor Standards Act.

### **SECTION 3**

Consistent with the procedures set forth below, overtime will be distributed equitably and fairly among all employees determined by management to be qualified to perform the work necessary to be completed. When overtime work becomes available, the Agency will notify the local chapter.

The Employer will determine qualified employees considering the following:

- Knowledge, skills and ability of the bargaining unit employees (e.g., specific knowledge or experience needed to adequately perform the overtime work);
- The nature of the work to be performed on an overtime basis (e.g., whether the work is a standard project that could be shifted to different employees; whether a particular employee is heavily involved in the work to be done or has specific knowledge necessary for the work to be completed); and

- The cost-effectiveness and timeliness related to selecting bargaining unit employees for overtime work.

### **SECTION 3A**

Subject to Paragraph C below, the Employer will staff overtime assignments as follows:

First, the Employer will solicit volunteers from a pool of appropriately qualified employees. If there are more qualified volunteers than work available, the employees will be asked to attempt to decide amongst themselves who gets the work.

### **SECTION 3B**

If the employees cannot reach agreement, the work will be assigned on a rotational basis to the most senior qualified employee using federal service computation date. Employees who are selected under this Section for voluntary overtime assignments will not be included among the candidates in subsequent voluntary overtime situations until all qualified volunteers have had the same opportunity.

### **SECTION 3C**

If the number of qualified volunteers is equal to the number of employees needed to accomplish the work, all volunteers will work the overtime.

### **SECTION 3D**

If there are an insufficient number of qualified volunteers, the work will be assigned to the least senior qualified employee on a rotational basis, using federal service computation date.

### **SECTION 3E**

An employee who is ordered to work overtime will be relieved of the assignment if s/he finds a qualified and willing replacement acceptable to, and approved in advance by, the supervisor. An employee who finds a replacement will be treated on the rotation as if s/he performed the overtime assignment.

### **SECTION 3F**

Nothing in this Article precludes the Employer from seeking volunteers to work on compensatory time. The Employer will follow the procedures outlined in this Article for soliciting and selecting volunteers for compensatory time. However, the Employer may not require that an FLSA-covered (non-exempt) employee work compensatory time.

The Employer will, when circumstances permit, notify an employee at least three (3) days in advance of scheduling an overtime assignment.

#### **SECTION 4**

The Employer will maintain appropriate overtime records to show who worked overtime and when.

#### **SECTION 5**

Employees will be compensated for overtime work performed under Title V of the United States Code or the Fair Labor Standards Act as may be applicable. Employees shall be compensated for all fifteen (15) minute increments of overtime work approved by the Employer and worked by the employee. Employees will be permitted to file FLSA claims in accordance with the time frames set forth in the Act.

#### **SECTION 6A**

Except when an employee earns credit hours as provided for in the Article 25, Alternative Work Schedules, and consistent with applicable laws and regulations, an employee will be granted compensatory time in lieu of payment for overtime work if requested, for irregularly or occasionally scheduled overtime work (as defined in Section 1 above), provided the employee has obtained the prior written or verbal approval from an authorized official.

#### **SECTION 6B**

Employees not entitled to time and one-half overtime under the law, e.g., FLSA exempt employees above grade 10 step 10, will normally receive compensatory time in lieu of overtime pay for occasional and irregular overtime worked except when management determines that the employee is unlikely to have the opportunity to use the compensatory time at the end of the twenty-sixth (26<sup>th</sup>) pay period of the year in which the leave is earned.

#### **SECTION 6C**

Employees who have earned approved compensatory time and who do not use it at the end of the twenty-sixth (26<sup>th</sup>) pay period of the year in which the leave is earned, shall have that time converted at the appropriate pay, except where inconsistent with regulation (i.e., when the compensatory time was earned for travel).

#### **SECTION 6D**

Employees with compensatory time balances when they separate from the Service shall have those balances converted.

SECTION 6E

Employees who are exempt from the overtime provisions of the FLSA will receive compensatory time for hours worked over 80 in a biweekly period, when the extra hours are necessary to meet work demands.

## **SECTION 7A**

When the Employer requires the services of employees on an established holiday, the Employer will seek to fill its needs through volunteers from the qualified group. When the Employer is unable to fill its needs through these qualified volunteers, it will assign the work to qualified employees on a rotational basis, beginning with the employee with inverse SCD.

## **SECTION 7B**

An employee involuntarily assigned to work on a holiday may be relieved if s/he finds a qualified and willing replacement acceptable to, and approved in advance by, the supervisor.

## **SECTION 7C**

To minimize the adverse repercussions of assigning employees to work on holidays, the employer will provide as much notice as possible to the affected employees.

## **SECTION 8A**

Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him or her, or for which he or she is required to return to his or her place of employment, is deemed at least two (2) hours in duration for the purposes of premium pay, either in money or compensatory time off.

## **SECTION 8B**

The Employer will not compel any employee to provide their home telephone number to an answering service or similar organization, as a condition of employment when on call back rotation. If the Employer requests that an employee provides their home telephone number for the purpose of a call back rotation procedure, the employee may request that the Employer provide them with a beeper in lieu of their home telephone number. The Employer will not penalize an employee for deciding not to provide his or her home phone number.

## **SECTION 9**

Employees may request to work irregular or occasional overtime or compensatory time to complete assigned tasks. The Employer will respond to these requests within five workdays of the request, but not later than one workday before the requested overtime or compensatory time has been requested to begin.

## **SECTION 10A**

Compensatory time for travel will be authorized only for "hours of employment" as defined in 5 U.S.C. § 5542 and under standards established by applicable decisions of adjudicatory bodies.

## **SECTION 10B**

For purposes of compensatory time for travel, the official duty station is defined as the forty-five (45) mile radius around the post-of-duty.

## **SECTION 10C**

Employees requesting compensatory time off for travel must complete the required form in advance of the official travel with compensatory time for travel estimates. Any amendments to said request must be completed and submitted within fourteen (14) days of their return from travel, for supervisory approval.

## **SECTION 10D**

An employee's request for compensatory time earned shall be reviewed, and approved or denied by the authorizing supervisor. Authorized compensatory time will normally be credited within the first pay period following completion of the travel. The authorizing supervisor will notify the employee as to the approval or denial of the request. Upon request, the Employer will provide the employee with the reasons for denial in writing.

## **SECTION 10E**

An employee's entitlement to receive Compensatory Time Off for Travel is limited to:

- 1) An employee in a travel status;
- 2) The time actually spent traveling between their official duty station and a temporary duty station, or between two temporary duty stations, and;
- 3) Any usual waiting time that precedes or interrupts such travel. It is understood that usual waiting time before scheduled departures will be 1 to 2 hours before the scheduled departure, depending on whether the flight is domestic or international, respectively. In addition, time spent at an intervening airport waiting for a connecting flight, generally not exceeding two hours, shall be creditable time in travel status. Employees may provide documentation or other evidence of a longer waiting time, which the supervisor will consider crediting.

## **SECTION 10F**

Consistent with 5 C.F.R. § 550.1407(a)(1), an employee must use accrued compensatory time off by the end of the 26<sup>th</sup> pay period after the pay period during which it was credited. If an employee fails to use the compensatory time, he or she must forfeit such compensatory time off. Management will allow, to the extent practicable, employees to use earned time as requested. If this is not practicable, the employee may request alternative time(s), which will be granted, workload and mission permitting. If it is determined that an employee cannot use the accrued time when initially requested, the Employer will provide the employee with the reason(s) for disapproving the time. Upon request, the Employer will provide the employee with the reasons for denial in writing. The decision to disapprove use of accrued time may be grieved under the parties' negotiated grievance procedures.