

COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, West Virginia University at Parkersburg may grant non-exempt employees compensatory time off (CTO) in lieu of compensation for certain hours worked with prior supervisory approval. Supervisors are not required to offer CTO in lieu of monetary compensation; nor may a supervisor force an employee to take CTO in lieu of monetary compensation. Compensatory time may be earned only when the employee has worked 40 or more hours in the established workweek. All hours from 0+ to 40 are to be paid at the employee's hourly rate, with no option for time off in lieu of monetary compensation. Only those employees in fulltime regular and part-time regular positions are eligible for CTO. **Employees holding secondary assignments of any kind are not eligible to accrue CTO.**

The WVU at Parkersburg workweek is from 12:00 a.m. Sunday to 11:59 p.m. Saturday. CTO is calculated by multiplying the number of hours actually worked above 40 in the established workweek by 1.5. These multiplied hours become the employee's CTO balance. Accumulation of CTO is limited to a maximum of 240 hours for regular employees and 480 for public safety employees. **An employee shall be paid for hours that exceed these limits at any point during the fiscal year.** Further, all CTO owed an employee at the end of the August I pay cycle (as of August 15) of each year will be paid out to the employee in the August II pay cycle on/around August 31 at the regular rate the employee is earning as of August 15.

Employees must receive authorization in advance from the supervisor prior to working the following:

- additional hours beyond those scheduled for the employee
- overtime
- college-observed holidays
- inclement weather closure

An employee who works overtime without prior supervisory authorization may be subject to disciplinary action.

Compensatory time off shall be paid or scheduled as time off by the college in accordance with departmental needs and established CTO guidelines.

A copy of Answer Book #IV-10, **Overtime**, that addresses this compensatory time has been provided to me.

I understand that compensatory time may be limited, preserved, used or paid consistent with applicable law and regulations of the U.S. Department of Labor, and that my supervisor may require me to take any accrued CTO before or instead of using annual leave, unless I should be at my maximum annual leave balance. I understand that employees who hold secondary or multiple assignments at WVU Parkersburg are not eligible to accrue CTO, and my signature below attests that I have only one job assignment at WVU Parkersburg. I understand that this agreement will not take effect until the full pay cycle following the pay cycle in which this agreement is executed. I further understand that either my supervisor or I may change this agreement on a monthly basis by completing a new agreement and submitting to the WVU at Parkersburg Payroll Representative. The change will be effective the first Sunday of the month following the date the agreement is signed.

- I agree to accept time off as compensation for overtime work and to use compensatory time in accordance with Answer Book #IV-10 during this agreement period.
- I do not wish to receive time off as compensation for overtime work; I wish to be paid for all hours worked during this agreement period.

Employee Name: (Print): _____

Employee Signature: _____

Date: _____

Supervisor Name: (Print): _____

Supervisor Signature: _____

Date: _____

This original document must be sent to the WVU at Parkersburg Payroll Representative.

The employee should maintain a copy for his/her records.