

Memorandum of Agreement Compensatory Time Off

The parties recognize that there may be occasions when work units are particularly busy and may, on occasion, require employees to work unusual hours beyond their normal schedule. This agreement is intended to complement any type of university-wide employee work program that is consistent with the AFT Master Agreement. This agreement is not intended to replace provisions in Article XVI or any other section of the Master Agreement.

I. Definitions

- A. **Full-time employees** are professional staff (PS) and librarians who work at least thirty-five (35) hours a week, are designated "NL" (no limit) employees and are not eligible for overtime payment.
- B. **Part-time employees** are at least half-time but less than full-time professional staff or librarians. Such employees work regular hours in a pattern consistent with the provisions of the Master Agreement.
- C. **Flexible time (i.e., flextime or flexing)** is defined in the Master Agreement as when "employee working a standard length work day starts or ends work before or after the core time in that department or applicable employment unit." This type of schedule change is approved by the appropriate Vice President or designee.
- D. **Compensatory (comp) time** means the granting of time off (earned) in lieu of cash payment, where permitted, for unusual work time. If provided, compensatory time off (taken) is on an hour-for-hour basis and never in cash and is recorded through the normal process of reporting timesheets to payroll.
- E. **Immediate supervisor** shall be construed as that supervisory, management-level person who is first reached in the normal chain of command leading from the employee to the appropriate Vice President or designee.

II. Eligibility for Compensatory Time Off

- A. When there is unusual work time, within the same pay period those hours should be recorded as earned and taken in the normal timesheet. If any additional hours earned cannot be taken in the same pay period, supervisors may grant employees compensatory time off (earned) to be scheduled in a future pay period.
- B. Part-time employees must consult with their first level supervisor as to both the scheduling of additional hours of work during a pay period above the normal number (or any reconfiguration of the scheduled hours) and the subsequent scheduling of alternate time off in compensation for the additional hours. Both will be scheduled in keeping with the needs of the work unit or department. In both cases the arrangements agreed to will be recorded on time sheets.
- C. If an employee is needed to work on a normal day off or a holiday, it should not be for less than a two (2) hour period. On normal days off, this will be recorded as comp time earned. In accordance with Article XXV Section A.1. of the Master Agreement, "when required to work on a legal holiday or on a holiday declared by the Governor by proclamation, the employee shall be granted an alternate day off" that will be recorded as seven (7) hours of comp time earned.

III. Notice of Unusual Work Time Requirements

- A. When an employee is expected to, on occasion, meet a work requirement that will extend beyond their normal workday, the immediate supervisor shall provide reasonable notice to the extent possible to the employee of the need for the extra hours beyond the normal workday or work week.
- B. To the extent reasonably possible, the immediate supervisor shall give one (1) work week's advanced notice to an employee for work to be performed on the employee's normal days off or a holiday.

IV. Utilizing Compensatory Time

- A. The scheduling of the use of compensatory time must be agreed to by the employee's immediate supervisor. For unusual work, an immediate supervisor can request that an employee use comp time (taken) during the same pay period when it is accrued (earned).
- B. The employee should place any request to utilize compensatory time outside the same pay period in writing, for example with a Leave Request Form, with their immediate supervisor, keeping in mind the needs of the unit of department.
- C. Employees who accrue (earn) compensatory time between January 1 and June 30 shall work with their immediate supervisor to schedule its use (taken) before December 31 of the same calendar year; between July 1 and December 31 by June 30 of the next calendar year unless workload is considered heavy or the operational need is great, such as peak periods. In such cases, the immediate supervisor can schedule the employee's compensatory time as soon as is practical.
- D. The immediate supervisor may not unreasonably deny use of this time, with the exception of those departments that may have seasonal or peak periods which do not allow for employees to utilize their time within the specified timeframe. If the immediate supervisor must deny a request, they shall provide a written reason and work with the employee to find an alternate time to schedule the compensatory time off.
- E. Compensatory time off for each eligible employee ordinarily only accrues to a maximum available balance of thirty-five (35) hours. Once the employee has attained thirty-five (35) hours, the immediate supervisor shall meet with the employee to schedule the time off within the timeframe in Section C above.
- F. Compensatory time not used prior to the employee's separation (e.g., resignation, retirement, discharge, or disciplinary removal) from the University will be lost/abandoned by the employee, and it will not be compensated by the University.

IN WITNESS THEREOF, the University and the Stockton Federation of Teachers have caused this Memorandum of Agreement to be executed February 16, 2024.

For Stockton University



Joseph Bertolino, President

Date: 2/16/24

For the Stockton Federation of Teachers



Emari DiGiorgio, President

Date: 2/15/2024