

WHITING FORENSIC HOSPITAL OPERATIONAL PROCEDURE MANUAL

SECTION II:	ORGANIZATION FOCUSED FUNCTIONS
CHAPTER 8:	Management of Human Resources
PROCEDURE 8.20:	Authorizations for Overtime Assignments
Governing Body Approval:	April 29, 2018
REVISED:	

PURPOSE: This procedure sets forth the hospital's policy and procedure on the requisition of, and authorization for, overtime assignments.

SCOPE: All WFH Staff

POLICY:

Definition:

Overtime - hours worked beyond regularly scheduled hours of work.

PROCEDURE:

Overtime will be assigned in accordance with all negotiated overtime agreement.

Overtime is often necessary for the hospital to appropriately carry out its patient care mission; but, it is always necessary to do this within the hospital's budget. Therefore, the Hospital's

overtime policy is to require Department Heads to be responsible for monitoring overtime in their areas.

Department Heads and/or Program Directors will monitor overtime in their areas to ensure that the respective budgets are adhered to. These budgets will be broken down to a Unit level and Unit Directors will be responsible to manage within their authorized budget.

To ensure appropriate monetary or compensatory payment, all overtime assignments worked must be recorded in the appropriate block(s) of the affected employees Time Sheets (TA001).

Overtime is paid in accordance with respective collective bargaining unit contracts, Federal Labor Standards Act, inclusive of Section 7J (hospital exemption), past practice, and relative State Regulations.

Overtime is paid for work on standard schedules (i.e., regularly scheduled seven (7) hours per day and five (5) workdays per week) in accordance with the following practice:

A. Straight Time:

Hours up to forty (40) per week or eight (8) per day.

B. Time And A Half:

Hours over forty (40) per week or over eight (8) per day. For P-1 and NP-6 employees, time and a half overtime shall be paid for all hours worked after eight (8) hours providing all hours are continuous.

For Federal Labor Standards Act (FLSA) overtime computation, the variables are over eight (8) hours per day and/or eighty (80) hours in a biweekly pay period. FLSA computation is used for FLSA, nonexempt classes unless the employee is eligible to receive a greater benefit from application of relative collective bargaining unit contract

articles (e.g., some contracts provide that overtime be computed including paid earned time used such as vacation, personal leave, and/or sick leave).

C. Computation of overtime includes hours an employee works plus:

PAID	
<u>BARGAINING UNIT</u>	<u>NON-WORK TIME OF:</u>
P-1, NP-6	Sick Leave
NP-2, NP-3, P-2, P-4, P-5, NP-5, P-3B	Sick Leave, Personal Leave, Holiday, Vacation, Any Other Paid Leave

Employees in the following bargaining units and respective salary grades are eligible for monetary payment for overtime hours worked.

<u>Bargaining Unit Eligibility</u>	<u>Salary Grade</u>
NP-2, NP-3, P-2, P-4	Applicable rate for Salary Group 20, Step 7, and below
P-5	Salary Group 24
NP-5	Below Salary Grade PS16
P-1, NP-6	Applicable rate for Salary Group

25, Step 11, and below. Nurse

Supervisors may elect straight time
in lieu of compensatory time

Bargaining Unit Eligibility

Salary Grade

P-3B

Instructors: Overtime Payment

Teachers: Compensatory Time

Managerial/Confidential

Annual salary of \$47,692 and below

Employees exempt from overtime pay (those being paid above Salary Group 25) earn compensatory time for overtime worked, and this time must be reported on the affected employees' time sheet. NOTE: For expiration of compensatory time, see applicable labor agreement.

Overtime usage will be assessed periodically by the Human Resources Department and the Director of Fiscal Services and Plant Operations.

Responsibility:

1. It is the responsibility of each Department Head and Program Director to ensure their employees are made aware of this procedure.
2. It is the responsibility of the Human Resources Director, or designees, to monitor compliance with this procedure.

*References: General Letter No. 137, 137A, and 137B, Collective Bargaining Unit Contracts,
and FLSA (Federal Labor Standards Act)*