

**AGREEMENT TO ACCEPT COMPENSATORY TIME OFF IN LIEU OF OVERTIME
PAY**

In accordance with the provisions of the Fair Labor Standards Act (FLSA) and the Michigan State University Support Staff Compensatory Time Policy, non-exempt employees¹ are allowed, with the approval of their supervisor, to accrue compensatory time off instead of receiving payment for overtime hours worked. Prior to the first time an employee earns compensatory time, this agreement must be completed.

As a non-exempt employee, by signing this agreement, I agree to the following terms:

I freely and voluntarily agree to accept compensatory time off in lieu of overtime pay for overtime hours worked under the FLSA. I understand that I will accrue compensatory time at the rate of one and one-half hours for each overtime hour worked during a workweek. I understand that this compensatory time used will not be counted as time worked for purposes of computing overtime or additional compensatory time.

I further understand that compensatory time may be accrued up to a maximum of 240 hours² (units may establish a lower cap) and must be used or paid in accordance with University policy and the law. I also understand that compensatory time may be preserved, used and cashed out consistent with the provisions of University policy and the law.

I understand that it is the responsibility of both myself and my department to monitor and maintain records of my earned and used compensatory time.

EMPLOYEE

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____ DATE _____

DATE OF ANTICIPATED OVERTIME (to be earned as compensatory time): _____

UNIT/DEPARTMENT APPROVAL

PRINTED NAME _____ SIGNATURE _____

UNIT/DEPARTMENT _____ DATE _____

The cap on compensatory time in this unit/department is lower than 240 hours. It is: _____ hours.

¹ For non-exempt employees subject to a CBA, the CBA's terms may differ. The FLSA provides minimum standards that may be exceeded, but cannot be waived or reduced. Thus, where the CBA terms exceed those of the FLSA or University policy, the CBA terms should be followed.

² The exception is that the maximum hours that may be accrued for fire and law enforcement personnel is 480 hours.

REVOCATION OF AGREEMENT

Employee revocation

I hereby revoke my agreement to accept compensatory time off in lieu of overtime pay for overtime hours worked under the FLSA. I understand that I will no longer accrue compensatory time in lieu of overtime; rather, I will receive overtime pay for all hours worked over 40 in a work week.

I understand that this will apply to the pay period after this is received by my supervisor / unit administrator.

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____ DATE _____

Unit/Department Receipt of Agreement

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____

DATE REVOCATION RECEIVED: _____

Supervisor revocation

I hereby revoke the agreement to provide compensatory time off in lieu of overtime pay for overtime hours worked under the FLSA to _____ [employee name].

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____ DATE _____
