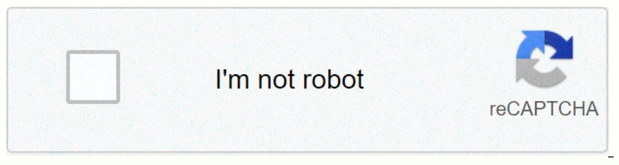

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Work and power calculations worksheet answers

When a work day or other pay period begins and ends is determined by a law called the Portal-to-Portal Pay Act. (29 U.S.C. § 251.) This amendment to the federal Fair Labor Standards Act (FLSA) and several other workplace laws require that an employee must be paid for any time spent that is controlled by and that benefits the employer. This aspect of wage and hour law has generated a tremendous number of cases in which the courts have attempted to sharpen the definition of payable time. Work time for which you must be paid includes all the time you must be on duty or at the workplace. However, the courts have ruled that on-the-job time does not include the time employees spend washing themselves or changing clothes before or after work, unless a workplace requires specialized protective gear or other garb that is impractical to don off the premises; nor does it include time spent in a regular commute to the workplace. In other recent legal challenges, some courts have ruled simply that employees must be paid for prework and postwork activities that are "integral and indispensable" to their principal activities, rather than "de minimis." Those terms as defined: Integral and indispensable activities are performed as part of employees' regular work in the ordinary course of business, regardless of whether they occur before or after the workday. De minimis activities are those that take a few seconds or minutesto perform beyond the scheduled workday and that are difficult to account for administratively. Employers are not allowed to circumvent the Portal-to-Portal Pay Act by simply "allowing" you to work on what the employer calls your own time. You must be paid for all the time you work, voluntary or not. This issue has come up frequently in recent years because some career counselors have been advising people that volunteering to work free for a company for a month or so is a good way to find a new job. Although working for free may be legal in situations where the job is exempt from the FLSA—for example, a professional fundraising position with a nonprofit organization—it is not legal when the job involved is governed by the Act. For ease of accounting, employers are allowed to round off records of work time to the nearest five-minute mark on the clock or the nearest quarter hour. But rounding off becomes illegal if it means employees will get paid for less time than they actually worked. In practice, this means that your employer will usually round up your work time. Here are a few common trouble spots in calculating work time. Travel Time The time you spend commuting between your home and the place you normally work is not considered to be on-the-job time for which you must be paid. But it may be payable time if the commute is actually part of the job. If you are a lumberjack, for example, and you have to check in at your employer's office, pick up a chainsaw, and then drive ten miles to reach the cutting site for a particular day, your workday legally begins when you check in at the office. Even if the commute is not part of your job, circumstances may allow you to collect for the odd trip back and forth. You can claim that you should be paid for your time in commuting only when you are required to go to and from your normal worksite at odd hours in emergency situations. EXAMPLE: Ernest normally works 9 a.m. to 5 p.m. as a computer operator and is paid hourly. One day, about two hours after he arrived home from work, he got a call from his office notifying him that the computer was malfunctioning and that he was needed there immediately to help correct the problem. It took him one half hour to drive back to the office, two hours to get the computer back on track, and one half hour to drive home again. The company must pay Ernest for three extra hours—two of them work hours and the third for the extra hour of commuting time that he was required to put in because of the company's emergency. The Going and Coming Rule Questions about whether a worker can be considered on the job while enroute to it or from it often make it to courtrooms when there is possible liability for an accident. For example, a worker who gets in a car crash on the way home from work may claim the employer should foot the bill for medical costs and property damages. Courts and employers usually invoke the Going and Coming Rule, which generally absolves employers from liability by holding that an employee is "not acting within the scope of employment" when going to or coming from the workplace. There are, however, specific exceptions to this rule. Courts have found employers liable where they: get some benefit from the trip—such as new clients or business contacts pay the employee for the travel time and travel expenses, such as gasoline and tolls, and request that the employee run a special errand while traveling to or from work—such as picking up supplies or dropping off a bank deposit—although carpooling with coworkers and taking classes as encouraged by an employer do not count here. Lectures, Meetings, and Training Seminars Generally, if you are a nonexempt employee and your employer requires you to attend a lecture, meeting, or training seminar, you must be paid for that time, including travel time if the meeting is away from the worksite. The exception to this rule is that you need not be paid if all of the following are true: You attend the event outside of regular working hours Attendance is voluntary. The instruction session isn't directly related to your job. You do not perform any productive work during the instruction session. Waiting Periods Time periods when employees are not actually working but are required to stay on the employer's premises or at some other designated spot while waiting for work assignments are covered as part of payable time. For example, a driver for a private ambulance service who is required to sit in the ambulance garage waiting for calls must be paid for the waiting time. On-Call Periods A growing number of employers are paying on-call premiums—or sleeper pay—to workers who agree to be available to be reached outside regular work time and respond by phone or computer within a certain period. Some plans pay an hourly rate for the time spent on call; some pay a flat rate. If your employer requires you to be on call but does not require you to stay on the company's premises, then the following two rules generally apply: On-call time that you are allowed to control and use for your own enjoyment or benefit is not counted as payable time. On-call time over which you have little or no control and which you cannot use for your own enjoyment or benefit is payable time. Questions of pay for on-call hours have become stickier—and more common—as a burgeoning number of technological gadgets, such as cell phones, pagers, and mobile email, trumpet that they can keep their owners in touch 24/7 and as more employees opt for more flexible arrangements that allow them to work outside of the office. In cases of close calls as to whether on-call time is work time that must be compensated, courts will often perform a balancing act, weighing: whether the worker is constrained to stay in a particular spot while on call the frequency of the calls received the length of time the employee must work when called any specific agreement as to whether the on-call time is work time, and whether the employee is limited in how he or she may use the on-call time. EXAMPLE 1: Jack works in an office, 9 a.m. to 5 p.m., Monday through Friday, as a client services representative for a funeral director. His employer also requires him to be on call at all times in case a business question arises—and furnishes him with a message beeper. Jack can spend his free time any way he wants. All his employer requires him to do is to call the office as soon as is convenient after his beeper registers a message, so Jack's on-call time is not payable time. EXAMPLE 2: Elizabeth is a rape crisis counselor with a social service agency. The agency that employs her must constantly have someone with her expertise available. During weekends when Elizabeth is the on-call counselor, she is allowed to stay at home but must remain near her telephone at all times. Elizabeth generally receives three to five calls during a 24-hour period—most of which she handles through counseling sessions on the telephone, each of which lasts between 30 to 70 minutes. She cannot leave her apartment except in response to a rape report, and she cannot drink any alcohol. Practically speaking, she cannot even throw a little dinner party because, if a call were to come in, she would have to leave her guests immediately. Elizabeth's on-call time is not hers to control and enjoy, so it is likely payable time. Unless there's an employment contract that states otherwise, employers are generally allowed to pay a different hourly rate for on-call time than they do for regular work time, and many do. The employer need only make sure that the employees are paid at least the minimum amount required under wage and hour regulations. EXAMPLE: A hospital emergency room has a policy of paying medical technicians a high hourly rate when they are actually working on a patient, and just the minimum wage when they are merely racking up on-call time on the hospital's premises. If such a technician were to record 20 hours active time and 20 hours on-call time in one week, the FLSA requires only that he or she receive the minimum wage for the 20 on-call hours. The courts have generally approved such split-rate pay plans for the purposes of both the minimum wage and overtime requirements if there are marked differences in the types of work performed and the employer has clearly informed employees that different wages are paid for different types of work. (See the discussion of "Split Payscales," above.) Sleep Time If you are required to be on duty at your place of employment for less than 24 hours at a time, the U.S. Labor Department allows you to count as payable any time that you are allowed to sleep during your shift of duty. If you are required to be at work for more than 24 hours at a time—for example, if you work as a live-in housekeeper—you and your employer may agree to exclude up to eight hours per day from your payable time as sleep and meal periods. However, if the conditions are such that you cannot get at least five hours of sleep during your eight-hour sleep-and-eat period, or if you end up working during that period, then those eight hours revert to being payable time. EXAMPLE: Bill works on an offshore oil rig for two days at a time. At the start of each shift, the boat takes him out to the platform, and does not come back for him until two days later. Bill and his employer have an agreement that Bill gets an unpaid eight-hour sleep period each day, so his payable time for each 48-hour period he spends on the platform totals 32 hours. During one of Bill's shifts, a storm blew up and caused so much trouble that he had to keep working through the night. That reduced one of his sleep periods to only two hours. Bill must be paid for the sleep period that was cut short, so his payable time at the end of that shift would be 40 hours, or 32 + 8 hours payable sleep time.