

General Gov't Union Contract

Distribution By Rep. Josephson for HB130

- B. Overtime eligible bargaining unit members who regularly work a thirty-seven and one-half (37:30) hour workweek shall receive overtime for hours worked in excess of thirty-seven and one-half (37:30) hours of work per week at the rate of one and one-half (1.5) times the appropriate rate of pay. Overtime eligible bargaining unit members who are regularly assigned to a forty (40) hour workweek pursuant to letters of agreement establishing such alternate workweeks shall receive overtime after forty (40) hours of work at one and one-half (1.5) times the appropriate rate of pay.
- C. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1.5) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.
- D. Compensatory time entitlements may be established for overtime eligible bargaining unit members or groups of members in accord with the FLSA, by written mutual agreement of the parties.
- E. When an overtime eligible bargaining unit member is required to perform work by telephone after the completion of the member's scheduled work hours, the time worked will be recorded on the timesheet in fifteen (15) minute increments.
- F. The parties recognize that even though the normal workweek is 37:30 hours it may be necessary for overtime exempt employees to work extraordinary hours to meet the mission of the agency. A FLSA exempt employee who has been authorized to work additional hours may submit a written request to the Division Director for approval of a Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

1. An employee who works in excess of forty-two (42) hours in a workweek shall be eligible for flextime credits retroactive to forty (40) hours of work in the week.
2. Flextime credits shall accrue on one-half (0:30) hour increments.
3. No flextime credits may be earned for travel time.
4. No more than sixteen (16) hours of work per day may be counted toward the forty-five (45) hour per workweek threshold or toward flextime credits.
5. Flextime credits may accumulate to a maximum of two hundred (200) hours.
6. Flextime credits may not be used in advance of performance.
7. Employees shall document on the time sheet all hours worked and all flextime used.
8. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime shall not be unreasonably denied.
9. Upon separation from State service or the bargaining unit, accrued flextime credits shall be cancelled without payment. Accrued flextime credits may not be cashed out.

10. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures of Article 15.01.A. This shall be the sole and exclusive method of resolving such disputes.
11. Flextime credits shall be tracked, documented and usage certified by the employee's immediate supervisor each pay period.

22.03 Incidental Flextime Arrangements

From time to time, and with prior approval of the supervisor, an (overtime ineligible) employee may be absent for up to four (4) hours in a day for the following, without submitting a leave slip:

- Medical appointments for the employee or family member
- School events (this does not include regular or recurring events such as volunteering as a school aide)
- Weddings or funerals
- Care of family members (including child care conflicts)
- Other personal matters such as banking, insurance, and wellness matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary, or other payments from a third party).

Implementation of this section includes the expectation that there will be no reduction in the total number of productive hours over the applicable bi-weekly pay period. This section may not be used if the employee has flextime credits under Article 22.02(F) above. This section is not subject to the grievance procedure. Approval of time off requested under this section shall not be unreasonably denied.

22.04 Assignment of Overtime.

- A. It is the policy of the Employer to distribute overtime in the most economical manner. Insofar as possible, the Employer shall equalize the distribution of overtime among the bargaining unit members who desire to work overtime, and those not desiring to work overtime shall preferably not be assigned to work overtime. This does not preclude the Employer from assigning and requiring overtime work of bargaining unit members based on reasons such as the qualifications of the members and the amount of work to be accomplished.
- B. A record of actual compensated overtime hours worked by the overtime eligible bargaining unit members will be maintained and made available for reasonable inspection by appropriate Union representatives.
- C. In conjunction with subsection A above, and provided that the Employer received at least a two (2) hour notice prior to the beginning of the shift to be filled the following will occur before requiring mandatory overtime; the Employer will consider and utilize reasonable alternatives including, but not limited to maintaining and utilizing a Voluntary Work Assignment Call List and rotating overtime assignments through the Voluntary Work Assignment Call List. In the event an employee fails to provide a two (2) hour notice, the Employer shall endeavor to utilize qualified volunteers and shall accept a qualified volunteer for the overtime assignment.

Supervisors Union Contract

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(Base Rate + Shift Differential) x 1 ½

25.9 Compensatory Time.

- A. Compensatory time off for overtime eligible Bargaining Unit Members will be in accordance with the Fair Labor Standards Act. Overtime will be paid in cash except where an overtime eligible Bargaining Unit Member requests in writing compensatory time off and the supervisor approves the request. Compensatory time off is earned at the rate of one and one-half (1½) hours for every hour of overtime worked. Compensatory time may accumulate to a maximum of 240 hours. The decision to grant or deny compensatory time off will be consistent with the Fair Labor Standards Act guidelines.
- B. Upon request, compensatory time off will be cashed out to the member at the member's base hourly wage notwithstanding the initial request to have it accrue as compensatory time.

25.10 Flexible Time Plan.

The parties recognize that it may be necessary for overtime-exempt employees to work extraordinary hours to meet the mission of the agency. An FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of the Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

A Flexible Time Plan is effective and may commence upon approval and signature of employee, supervisor, and Division Director, and is subject to the following conditions:

- A. An employee who works in excess of 45 hours in a workweek will be eligible for flextime credits retroactive to 40 hours of work in the week.
- B. Flextime credits will accrue in one-half (0.5) hour increments.
- C. No flextime credits may be earned for travel time.
- D. No more than 16 hours of work per day may be counted toward the 45.0 hour per week threshold or toward flextime credits. Strike Class 1 or 2 employees who are directly engaged in duties relating to emergency assignments with an impact to the protection of life, health, and safety may credit more than 16 hours of work.
- E. Flextime credits may accumulate to a maximum of two hundred (200) hours.
- F. Flextime credits may not be used in advance of performance.
- G. Employees will document on the time sheet all hours worked and all flextime used.
- H. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime will not be unreasonably denied.
- I. Upon separation from State service or the bargaining unit, accrued flextime credits will be cancelled without payment. Accrued flextime credits may not be cashed out.

- J. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures. This will be the sole and exclusive method of resolving such disputes.
- K. Flextime credits must be tracked, documented and usage certified by the employee and employee's immediate supervisor each pay period.

25.11 Incidental Flextime Arrangements.

From time to time, and with the prior written approval of the supervisor, an (overtime ineligible) employee may be absent for up to 4 hours in a day for the following, without submitting a leave slip:

- Medical appointments for the employee or family member
- School events (this does not include regular, recurring events, such as volunteering as a classroom aid)
- Weddings or funerals
- Care of family members (including child care conflicts)
- Other personal matters, such as: banking, insurance, and wellness matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary, or other payments from a third party)

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used if the employee has flex time credits under the provisions of 25.10. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.

ARTICLE 26 – Holidays

- A. All employees will be entitled to, and compensated for, all holidays listed below:
 1. The first of January, known as New Year's Day,
 2. The third Monday of January, known as Martin Luther King, Jr. Day,
 3. The third Monday in February, known as President's Day,
 4. The last Monday in March, known as Seward's Day,
 5. The last Monday in May, known as Memorial Day,
 6. The fourth of July, known as Independence Day,
 7. The first Monday in September, known as Labor Day,
 8. The 18th of October, known as Alaska Day,
 9. The 11th of November, known as Veterans Day,
 10. The fourth Thursday in November, known as Thanksgiving Day,
 11. The 25th of December, known as Christmas Day,
 12. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday.

Part-time employees will be entitled to those holidays on which they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work.

- B. Observance of Holidays. A designated holiday will normally be observed on the calendar day on which it falls, except Bargaining Unit Members who are regularly scheduled to