



State  
~~UNION~~ PROPOSAL  
Bargaining Unit: Unit 17  
Date: \_\_\_\_\_

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Alvarez  
12/13/09  
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[Signature]

**Article and Section No: 19.2.17**

*The Union proposes the following changes be made to the following section:*

**19.2.17 Overtime (Unit 17)**

- A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.
- B. Notwithstanding any other contract provision or law to the contrary, time during which a Unit 17 employee is excused from work because of sick leave shall not be counted as hours worked within the workweek for purposes of determining if overtime has been earned.
- C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.
- D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.
- E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the

designated supervisor for approval no later than thirty (30) minutes before the end of his/her shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contract within thirty (30) minutes shall be construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental policy.

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- F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.
- G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.
- H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter ( $\frac{1}{4}$ ) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- I. In the DMH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall

be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.

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J. Notwithstanding any other contract provision or law to the contrary, time during which an employee is excused from work because of sick leave shall not be counted as hours worked within the workweek for purposes of determining if overtime has been earned. ~~This provision expires June 30, 2010.~~