

Department of \_\_\_\_\_  
**Flexible Time Agreement for General Government Unit Employees**  
Article 22.02F

**Name:**

**Employee ID:**

**State Date:**

**End Date:**

**Division:**

**Describe the conditions that necessitate the need for this employee to work excessive hours:** *(Include specific assignments or situations that will require the employee to remain at work or return to work for excessive hours throughout the duration of this assignment period.)*

1. During any week in which Flex time credits are earned, the employee must work in excess of 45 hours. When the employee has worked a workweek in excess of 45 hours, s/he will be provided with 2.50 hrs of Flex time credits retroactive to forty-two and one-half (42.5) hours of work in the week. When the employee has worked a workweek in excess of 45 hours, s/he will be provided with Flex time credits in 0.5 hour increments for the time worked over 45 hours. Periods of time less than 0.5 hour will only be rounded down.
2. No more than 12 hours of work per day may be counted toward the 45.0 hour per workweek threshold or toward flextime credits.
3. No more than 200 hours of flextime credits may be earned within a leave year.
4. Flex time credits may not be used in advance of performance.
5. 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 Flex time credits shall not be unreasonably denied.
6. Flextime credits earned in one leave year must be used by December 31, of the following year. Unused flextime credits shall be cancelled without payment if not used by the December 31, deadline. 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.
7. Personal Leave used during a Flexible Time Agreement workweek will not be credited as productive time. Whether taken or floated, holidays will be treated as productive time only toward the 37.5 hour workweek. Hours for which an employee already receives a contractual benefit cannot be counted toward the flexible time threshold or credited as flexible time earned under a Flexible Time Agreement. *Example:* An employee cannot use a credit of flex time earned for time covered under sea duty pay, since the employee is already compensated for all 24 hours in a day covered by sea duty pay. It is usually inappropriate to assign an employee to standby when s/he is working excessive hours under a Flexible Time Agreement. Hazard pay may be earned while working under a Flexible Time Agreement.
8. Only productive hours may be counted towards the Flex Credit threshold. Flex time credits cannot be counted for non-productive hours spent actually traveling, however, employees may be working in travel status under a Flexible Time Agreement.

**I agree to and understand the statements above.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**The parties affirm that they have read and agree to abide by the conditions set for in the GGU Bargaining Unit Agreement for a Flexible Time Plan.** The parties affirm that they have not changed the terms and conditions contained in Article 22.02 F of the GGU Agreement. The parties agree to execute and sign this agreement before the employee starts work under this Flexible Time Plan. The parties agree to maintain all records required to document and report the employee's regular work hours, extraordinary work hours required by this Flexible Time Agreement, and the accumulation and use of Flex time credits as set forth by their agency for payroll purposes.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date