

## POLICY FOR AT-WILL-EMPLOYEE-CONTRACTS

As a result of recommendations by the At-Will-Employee-Contract (AWEC) review committee, the Department of Administration & Information, Human Resources Division is instituting the following policy to ensure consistent application of W.S. 9-2-1022(a)(xi)(F). The policy outlines the process an agency must use when hiring and renewing contracts for AWEC employees.

In order to continue to meet the cyclical demands of agency workloads in a timely and efficient manner, agencies may hire employees under a temporary status. Also, agencies receiving grant funding from outside sources may hire employees under temporary status. When an agency identifies a need to fill positions faster to meet the needs of cyclical demands and/or short term projects the process of using AWEC's will allow agencies to take advantage of shorter hiring timeframes. The following information outlines the process for the hiring of AWEC employees.

### Policy:

1. The AWEC Position Approval Form (attachment A) must clearly state the justification for hiring AWEC position(s), the parameters for compensation and duration of the contract. All requests for AWEC positions are required to have an AWEC Position Approval Form (attachment A) attached to the Contract to receive approval to fill or create the position.
2. All AWEC contracts will be included in an agency's standard budget request. At the start of each biennium the Department of Administration & Information (A&I), Budget Division will capture existing AWEC positions at current funding levels and will include them in the agency's position count. If a position is vacant or becomes vacant during the biennium an agency must receive **approval** (attachment A) from A&I in order to fill the position.
3. In the event of new funding becoming available and/or unexpected demands, an agency may determine a need for additional AWEC positions above and beyond what is in their standard budget. If this occurs the agency must receive **approval** from A&I before beginning the hiring process, this can be accomplished through an e-mail from the Agency to A&I HRD.
4. Any AWEC position that will be occupied by the same individual for a period that exceeds 2 years, and the duties performed are considered a part of the agencies standard operations, an agency must submit a supplemental and/or exception budget request for a permanent position. Exceptions may be granted if they are project or funding related.
5. The Position Approval Form, AWEC job description, may be used to assist in matching the position with the appropriate classification listed in attachment B. Agencies are strongly encouraged to hire within the salary range for that classification.
6. No at-will contract employees shall be eligible for or accrue any type of leave\*\*\* or be eligible to participate in or otherwise be covered by state employees' and officials' group insurance, the state retirement system or the deferred compensation program. If the employment contract so provides, an at-will contract employee may be eligible for membership in the state employees' and officials' group insurance plan in accordance with W.S. 9-3-207, or in the case of the Wyoming retirement system an at-will contract employee of a member employer may be enrolled in the system if that employee's wages under the contract are reported on an Internal Revenue Service Form W-2 Wage and Tax Statement, provided the employee pays the total premium or contribution required.

- All AWEC's regardless of status (hourly\* or salary\*\*) must complete a time record for all hours worked and submit them to the appropriate agency personnel. The calculation of pay for a salaried employee can be calculated in the following manner.

	2080	Work hours in a calendar year
	<u>-72</u>	Paid State Holiday Hours
=	2008	Available WAEC Work Hours in calendar year
	<u>/12</u>	Months in a calendar year
=	167.3333	Available AWEC Work Hours each month
	<u>* rate</u>	Hourly pay rate
=	rate	Monthly rate of pay

The HR Division can provide an electronic (excel) timesheet to all interested agencies.

- The Contract shall clearly state the number of hours the employee will be responsible to work (i.e. minimum 40 hours or maximum of 40 hours). If the employee does not meet the required hours the agency will be responsible for adjusting pay in the payroll system. The Human Resource Division is responsible for conducting periodic audits of these time records and any adjustments to the payroll system.
- If the contract allows for more than a 40 hour work week, and the job is considered non-exempt, the employee has the right (under FLSA) to choose either overtime or compensatory time for any hours worked over 40. If there is an option for the employee to receive overtime the agency must ensure funding is available in the contract to cover time and a half pay for all hours over 40.
- If an AWEC position is not appropriate due to length of time, job duties and/or hiring constraints, the agency will have the option of using the B-11 process to create a true time-limited position (depending on funding source) or to use an independent contractor for professional services.

\* All AWEC's hired under the Dept. of A&I internship program shall be hired as hourly employees and limited to 520 hours.

\*\* As per the FLSA, DOL stated that employers may, without affecting their employees' exempt status, require exempt employees to record and track hours (69 Fed Reg. 22,178).

\*\*\* The only exception is Family Medical Leave. Under this Act an AWEC employee is considered an employee and if they meet the time and hour requirements they would qualify for unpaid Family Medical Leave.

### At-Will-Employee-Contract Position Approval Form

This form shall be completed and all authorized signatures in place before a contract can be finalized. This form shall be used as the attachment needed as described in the Contract (Section 5). No Contract Employee may start until the contract has been fully executed (All signatures being in place). The contract employee may sign the first day of employment or prior, but in no circumstances may the employee expect compensation for time worked prior to date the contract is signed and effective.

Agency Number/Name	PORG	Position Number	
Effective Date			
<b>Date Contract/Addendum/Employment</b> will commence _____			
<b>Date contract /Employment will cease</b> _____			
Requested Pay	Occupational Group	Refer to Contract Position by Occupational Group.	
Justification for hiring and job description (essential functions). Be specific on job duties, especially on supervisory role. Completed application must be attached to this form			
a) _____ # of hours for duration of contract      # of hours required per month _____ b) _____ hourly rate of pay c) _____ Gross contract amount (a x b) hours(a) x pay rate(b) ( _____ x _____ ) x 1.09 (fringe rate) = (d) total contract amount =\$ _____ Benefit election(s) please check    Retirement (____%)    Health Insurance (____\$) Budget org _____ & Source of Funding – General _____ % , Federal _____ % , Other _____ %			
Supervisor Signature	Date	Agency Human Resources Office Signature	Date
Agency Head or Designee Signature	Date	Employee Signature (Optional)	Date
Dept. of A&I		Approved      Denied	

	Occupational Group and Class Code	Low	High
1	<b>ADMINISTRATIVE</b>		
	AD01, AD02, AD03, AD04, AD05, CL51, DL01, DL02, , RM12, RM13	6.68	23.14
2	<b>CONSUMER PROTECTION</b>		
	AG21, AG22, AG23, IP09, IP13, IP17, IP23, IP51, OS01, OS02, OS03	12.11	31.95
3	<b>BENEFITS &amp; ELIGIBILITY</b>		
	BN02, BN03, BN04, BN05, DD01, DD02, DD03	11.39	32.17
4	<b>EDUCATION &amp; TRAINING</b>		
	ED12, ED28, ED41, ED42, ED44, ED45, ED46, ED47	8.24	39.00
5	<b>COMMUNITY PROGRAMS</b>		
	CP02A, CP02B, CP02C, CP03A, CP03B, CP03C, CP04C	15.00	29.84
6	<b>CASEWORKERS</b>		
	CA01, CW04A, CW04B, CW05A, CW05B, CW06A, CW06B, CW07A, CW07B, QM01, RC01, VR01, VR02, VR03	14.15	34.44
7	<b>ENGINEERS</b>		
	EN07, EN08, EN14, EN15, EN16, EN17, EN18, EN21, EN22, EN23, GR41, GR42, SC53, SC54, SC56, SC57, SC58	12.49	41.80
8	<b>EMPLOYMENT &amp; HUMAN RESOURCES</b>		
	ES01, ES02, ES03, ES04, ES05, ES06, HR05, HRCN1, HRCN2, HRCN3, HROF1, HROF2, HROF3, HRPR, HRSP, HRTC, LB01, LB02, LB03	11.05	35.20
9	<b>NATURAL RESOURCES</b>		
	FM01, FM02, FM03, FM04, FM05, NR01, NR02, SC23, SC24, SC27, SC28, SC29, WM01, WM02, WM03	10.25	39.52
10	<b>CULTURAL RESOURCES</b>		
	GR51, GR53, HA12, HA13, HA15, HA16, HA19, HA27, HA41, HA51, HA60, HA61, LB12, LS11, LS12, MT74, MT75, MT76, PL56	10.30	33.07
11	<b>GENERAL PROFESSIONAL</b>		
	BA01A, BA01B, BA01C, BA02B, BA02C, BA03A, BA03B, BA03C, BA04B, BA04C, EO02, EO03, EO04, HO11, HO12, IN01A, IN02, IS01, IS02, IS03, IS04, LI51, PL12, PL13, PL14	13.90	31.64
12	<b>PUBLIC SAFETY</b>		
	CR01, CR02, FF01, FF02, FF03, FF04, FF05, HP06, HP07, HP08, HP09, HP10, LA44, LE42, LE43, LE44, LE52, LE53, LE68, , LE72, LE86, LE87, LE88, PE01, PE02, PE03, PE04, PS01, PS02, PS03	9.33	36.06
13	<b>CORRECTIONAL</b>		
	LE15A, LE15B, LE92, LE93, LE94, LE95, LE96	11.46	32.96

14	<b>TRADES</b>		
	MT42, MT91, MT93, TR01B, TR01C, TR01D, TR01F, TR01H, TR01M, TR02B, TR02C, TR02D, TR02E, TR02F, TR02H, TR02M, TR03B, TR03C, TR03D, TR03F, TR03H, TR03M, TR04A, TR04B, TR04F, TR04H, TR04M, TR05A, TR05I, TR06A, TR06H	7.56	28.37
15	<b>DIRECT CARE</b>		
	HS01, HS02, HS09, HS10, NU03, NU04, NU05, NU07, YS01, YS02	9.03	32.09
16	<b>HEALTH</b>		
	CL10, CL11, EP01, EP02, EP03, EP04, HC02, HC42, HC71, LA01, LA02, LA03, LA10, LA80, PH55, PY01, PY02, TH02A, TH02B, TH02C, TH11, TH12	10.89	70.09
17	<b>FINANCIAL</b>		
	FS01A, FS01B, FS01D, FS02A, FS02B, FS02D, FS02E, FS03A, FS03B, FS03D, FS03E, FS04A, FS04B, FS04E, FS05A, FS05B, FS05D, FS05E, FS06A, FS06B, FS07A, FS07B, FS07C,	8.32	32.19
18	<b>FISH &amp; WILDLIFE</b>		
	GF01C, GF01D, GF02A, GF02B, GF02C, GF02E, GF03C, GF03E, GF04C, GF04E, GF05A, GF05E	11.08	29.55
19	<b>LAND- REAL ESTATE</b>		
	RE12, RE13, RE14, RE15, RE18, RE19, RE23, RE24, RE27, RE28	12.96	31.70
20	<b>SUPERVISOR/MANAGER</b>		
	AG04, AG10, BN01, CP01B, CP01C CW02A, CW02B, CW03A, CW03B, DL10, ED02, ED11, ED48, EN11, EN12, EN13, GF12C, GF13A, GF13C, GF13D, GF13E, GF14A, GF14B, GF14C, GF14E, GF15C, HA21, HA22, HA26, HA31 HA52, HP02, HP03, HP04, HP05, HRMG, IN01B, IP31, IP32, IP41, IT11F, IT12F, IT13A, IT13B, IT14B, IT14D, IT14E, LA11, LA12, LE06, LE13, LE14 LE41, LE51, LE65, LE70, LE82, LE83, LE84, LI01, LI26, LI33, LS16, MT43, MT92, MS12, NR52, NU01, NU02, PS20, RE11, RE21, RE22, RE26, RM11, RS30, SC22, SC25, SC31, SC32, SC33, SC52, SP01, SP02, SP03, SP04, SP05, SP06, SP07, SS01A, SS02A, TH01, TR08A, TR11, TR11M, TR12B, TR12C, TR12D, TR12H, TR12M, TR13A, TR13B, TR13C, TR13D, TR13F, TR13H, TR13M, TS01, VR10, WM11, WM13, WM14	12.44	40.41
21	<b>INFORMATION TECHNOLOGY</b>		
	IT01A, IT01B, IT01C, IT02A, IT02B, IT02C, IT03A, IT03B, IT03C, IT03E, IT04A, IT04B, IT04D, IT04E, IT05A, IT05B, IT05D, IT05E,	11.48	37.11
22	<b>TRANSPORTATION</b>		
	EO15, EO42, TS02, TS03, TS04, TS05, TS06	8.37	22.53
23	<b>SUPPORT SERVICES</b>		
	RS31, SS03A, SS03B, SS04A, SS04B, SS05A, SS05B, SS10	7.12	23.88