

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

Master Alternate Workweek Agreement #1 (4-day Schedule)

23-LL-070

It is mutually agreed between the parties that the following terms and conditions of employment will apply to employees assigned to work a four-day work schedule who obtain approval for an alternate workweek schedule on the attached assignment form. No provision of the July 1, 2021 through June 30, 2024 master agreement not specifically referenced herein is modified by this agreement.

Forty (40) hours are established in each workweek to ensure compliance with the Fair Labor Standards Act. The defined workweek and scheduled hours will be according to the attached assignment form. It is understood that an employee may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 13.06 – Premium Pay the second, third and fifth paragraphs are amended as follows:

A. Overtime.

An employee shall be paid overtime for all work in excess of ten (10) hours of work in any one shift and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For purposes of clarification it is agreed that the employee's first, second, and third scheduled days off follow the employee's four (4) scheduled work days of their work schedule.

For all work performed on a shift starting on the employee's first, second or third scheduled day off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift. However, for all work performed on a shift starting on the employee's third scheduled day off, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on either the first or second scheduled day off and worked during each of the four regularly scheduled days.

Article 14.01 – Workweek the first paragraph is amended as follows:

Each workweek shall consist of forty (40) hours in pay status and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay. The designated workweek shall normally consist of four ten-hour work days and shall be specified on the assignment form.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than

twelve (12) hours in a day, the employee may request an additional meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays the paragraphs following the listed holidays is amended as follows:

A designated holiday will normally be observed on the calendar day on which it falls, except that if the holiday falls on a bargaining unit member’s regularly scheduled day off (RDO), the day of observance of the holiday will be rescheduled to a work day as provided below.

Holidays may be rescheduled to another day in the workweek or in the work schedule in which the holiday was to be observed with mutual agreement between the employee and supervisor.

If a designated holiday falls on a bargaining unit member’s scheduled day of work (including when rescheduled) and the employee observes the holiday, the work day on which the holiday is observed will be scheduled as an eight (8) hour day. The difference between the eight (8) hour holiday and the scheduled hours of work for that day will, at the member’s request and business permitting:

- a) be added to other days within the workweek; or
- b) be taken as Personal Leave in order to maintain the established schedule.

When option a) above is elected, Article 13.06(A) will not apply to the added hours.

Designated holidays may be converted to a floating holiday, if business permits, upon mutual agreement of the employee and their supervisor (and noted as such on their timesheet). The employee will be expected to work their regular schedule and eight (8) hours will be credited to the employee’s leave account in lieu of holiday pay.

This agreement supersedes LOA 19-LL-055A. This agreement is effective upon signing and remains in effect through June 30, 2024, except that it may be canceled by either party with fifteen calendar (15) days written notice. This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR PUBLIC EMPLOYEES Local 71:

/*Signature on File*/

for Kate Sheehan

/*Signature on File*/

Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

Jordan Adams
Business Manager

4/6/23

Date

4-3-23

Date