

**LETTER OF AGREEMENT**  
Between the  
**STATE OF ALASKA**  
And the  
**ALASKA CORRECTIONAL OFFICERS ASSOCIATION**  
Representing the  
**CORRECTIONAL OFFICERS**

Merit Anniversary Date  
10-CO-187

It is agreed between the parties that the following terms and conditions of employment apply to all employees covered by the Alaska Correctional Officers Association Agreement. No provision of the July 1, 2009 through June 30, 2012 master agreement, not specifically referenced herein are modified by this agreement.

Article 14.2.A. A performance incentive of one (1) step in the salary range may be given to an employee who has received an overall performance evaluation of "Acceptable" or better on the employee's merit anniversary date. The employee's merit anniversary date shall be the day following satisfactory completion of the probationary period, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the day following completion of one (1) year of service in the position.

Article 14.2.C. The merit anniversary date does not change when a performance incentive is not granted. If the employee's performance reaches acceptable levels later in the merit year, the step increase may be granted effective the date the performance evaluation is finalized during any month and no change in the merit anniversary date will result.

Article 14.2.D. When an employee's level of work performance becomes less than "Acceptable," an interim performance evaluation may be prepared. When such an evaluation is prepared, and the level of performance does not reach "Acceptable" within the subsequent thirty (30) day period, one (1) salary step may be withdrawn on the day following completion of the thirty (30) day period, provided the employee's salary is not the entry step of the salary range. No more than one (1) salary step may be withdrawn in a twelve (12) month period. Before a personnel action withdrawing a salary step is prepared, the employee shall be notified in writing that the performance has not improved. If the employee's level of performance subsequently reaches "Acceptable," the salary step may be restored effective the day of the month following finalization of the performance evaluation confirming the improved level of performance. Employees on pay increment steps are not subject to the provisions of this rule

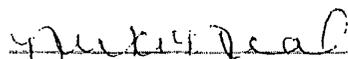
Article 21.6.B. Rehired Employees:

1. If a current employee eligible for rehire is appointed to a class in which the employee previously held permanent or probationary status or to a parallel class with prior approval of the Director of the Division of Personnel under Section 9.4, the appointing authority may make the appointment at the same step in the wage range for the class that the employee occupied before separation provided that the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date shall be the day following completion of one (1) year of service after rehire.

The parties agree this Agreement is entered into solely to address this situation and does not establish any practice or precedent between the parties. This Agreement shall not be referred to in any subsequent complaint, dispute, grievance, hearing, or any other dispute arising between the parties.

FOR THE STATE OF ALASKA:

FOR THE ACOA:

  
\_\_\_\_\_  
Nicki Neal, Director  
Division of Personnel & Labor Relations  
Department of Administration

  
\_\_\_\_\_  
Brad Wilson  
Business Manager

4-29-10  
Date

April 28, 2010  
Date