

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA PUBLIC EMPLOYEES ASSOCIATION**  
representing the  
**SUPERVISORY UNIT**

DMVA Security Guard, Alternate Workweek

11-SS-040

It is agreed between the parties that the following terms and conditions of employment will apply to the Security Guard II with the Military and Veterans' Affairs. No provision of the July 1, 2010 through June 30, 2013 master agreement not specifically referenced herein is modified by this agreement.

1. This agreement shall only apply to the following position: 09-0229
2. The Employer shall establish hours of operation. The Employer shall determine scheduling of employees and assignments to shifts. Employees will be given an opportunity to indicate their preference for a shift and seniority shall be considered.
3. Accrual of personal leave for a full-time employee is according to the following schedule:

Years of Service	Hours/Pay Period
0 - 2	8.0
2 - 5	9.0
5 - 10	10.0
10 +	12.0

Leave will be charged hour-for-hour based on the hours the employee was scheduled to work.

4. The employee shall receive a one-half (.5) hour paid meal break as well as two (2) fifteen (15) minute paid relief breaks.
  - a. Every effort shall be made to provide a meal break approximately midway through the shift no earlier than three (3) hours after the start of the shift or not later than three (3) hours prior to the end of the shift.
  - b. Meal breaks that are not given shall be reported before the end of each shift. If the employee does not report the missed meal break, it will be assumed the break was taken.
  - c. Missed meal breaks will be treated as extra work beyond the regular shift. Payment for the extra work will be included as time in pay status for the purpose of calculating total hours in the workweek.
5. Employees covered under this agreement shall be paid from the salary schedule SS6A on an hourly basis. Work performed in excess of forty (40) hours of work in a workweek is overtime and shall be paid at the rate of one and one-half (1.5) times the applicable regular rate of pay. Overtime pay shall not be pyramided nor duplicated.
6. Premium pay for hours worked on a holiday shall be computed only on the hours worked on the calendar day in which the holiday falls. This overtime compensation will be paid in addition to the eight (8) hours at the straight-time rate for holiday pay.

7. If a holiday falls on the employee's regularly scheduled day off, the employee shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the employee was in pay status for a portion of the last regularly scheduled workday prior to the holiday and in pay status for a portion of the next regularly scheduled workday after the holiday. The difference between the hours scheduled and eight (8) hours shall, at the employee'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.
8. The workweek will begin at Sunday midnight and end at the following Sunday at midnight. The assigned work schedule will consist of four (4) ten (10) hour days.
9. Management reserves the right to temporarily alter a schedule as necessary to meet organizational needs including a return to a regular five (5) seven and one-half (7.5) hour schedule. The employee's wishes will be considered before the final determination is made. However, nothing in this agreement precludes temporary reassignment of a bargaining unit member because of illness, vacation, emergency, travel, training, orientation, or similar causes.
10. This agreement is effective upon signing and remains in effect through June 30, 2013 except that it may be canceled by either party upon written notice of at least fifteen (15) calendar days.

This agreement is entered into solely to address the specific circumstance 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 APEA:**

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

*Bruce Ludwig*  
 For *Bruce Ludwig*  
 Bruce Ludwig  
 Business Manager

12/1/10  
 Date

10-28-10  
 Date