

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA STATE EMPLOYEES ASSOCIATION**  
representing the  
**GENERAL GOVERNMENT UNIT**

St. Mary's OCS Positions; Alternate Workweek

14-GG-041

It is agreed between the parties that the following terms and conditions of employment apply to the members assigned to PCN's 06-3205 and 06-3900, Protective Services Specialists II within the Office of Children's Services, Department of Health and Social Services. No provision of the July 1, 2013 through June 30, 2016, master agreement not specifically referenced is modified by this agreement.

As provided in Article 22.01 the following terms and conditions describe the alternate work schedule agreed to herewith. In accordance with Article 4 and 27, Management reserves the right to make final determinations concerning scheduling.

1. The assigned work schedule, as reflected on the attached assignment worksheet, will consist of thirty-seven and one-half (37.5) hours per workweek for seventy-five (75) hours over seven (7) days, followed by seven (7) consecutive days off. Thirty-seven and one-half (37.5) hours are established in each workweek to ensure compliance with the Federal Fair Labor Standards Act. Unless on layoff or on-leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work.
2. **Article 24.02 Observance of Holidays** shall be revised and replaced as follows:
  - a. Designated holidays will be observed on the calendar day on which they fall. In order to maintain the established schedule, each bargaining unit member will be expected to work their regular schedule, including designated holidays, unless observed through mutual agreement of the supervisor and employee.
  - b. If a holiday falls on the employee's scheduled day of work, the employee shall receive holiday pay of seven and one-half (7.5) hours. For all hours worked on a holiday the employee shall be paid at the overtime rate and the hours shall count toward the employee's minimum workweek requirement.
  - c. If a holiday falls on the member's regularly scheduled day off, the member shall receive holiday pay of seven and one-half (7.5) hours at the straight time rate provided the member was in pay status for a portion of the last regularly scheduled work day prior to the holiday and a portion of the next regularly scheduled work day after the holiday. Such holiday pay does not count for the purposes of fulfilling the workweek, work period or computing overtime.
  - d. If a holiday is observed, through mutual agreement of the supervisor and employee, the difference between the seven and one-half (7.5) hour holiday and the scheduled hours of work for that day will, at the member's request and business permitting:

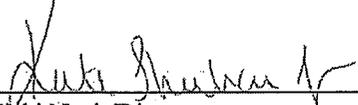
1. be added to other days within the workweek; or
2. be taken as Annual/Personal Leave in order to maintain the established schedule.
  
3. As provided in Article 23.02.C, employees shall be allowed a paid 15-minute relief period approximately mid-way through each four-hour block of their work shift. If a shift is greater than ten hours, then each employee will be entitled to another 15-minute break. The parties understand that no more than three such relief periods may be taken during any shift greater than ten hours, but less than twelve hours. Relief breaks may not be combined, nor taken at the end of a shift.
  
4. The duty station of PCN's 06-3205 and 06-3900 will be St. Mary's and the applicable geographic differential will apply. The Department will provide transportation from Anchorage to St. Mary's as well as return transportation to Anchorage, or reimbursement up to the equivalent cost of transportation between Anchorage and St. Mary's. Bargaining unit members are not entitled to an allowance for lodging or meals and incidental expenses for St. Mary's, or when traveling to or from St. Mary's, except, if they are required to travel away from St. Mary's on State business they will be entitled to travel allowances as provided in Section 60 of the Alaska Administrative Manual.
  
5. The Bargaining unit members may be temporarily reassigned to a traditional workweek of five (5) seven and one-half (7.5) hour days when travel assignments, staff training sessions, or other reasons require such scheduling.
  
6. Leave will be charged hour-for-hour based on the hours the member was scheduled to work. Bargaining unit members will accrue Annual/Sick or Personal Leave in accordance with Article 25 and Article 26.

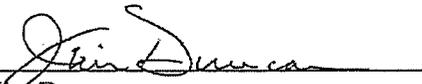
This agreement is effective upon signature and remains in effect through June 30, 2016, except that it may be canceled by either party with thirty (30) days written notice.

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 ASEA:

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

  
\_\_\_\_\_  
Jan Duncan  
Executive Director

1/10/14  
\_\_\_\_\_  
Date

1/9/2014  
\_\_\_\_\_  
Date