

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

DOR Criminal Investigations Unit; Alternate Workweek

16-SS-021

It is agreed between the parties that the following terms and conditions of employment shall apply to the full-time Investigator positions in the Criminal Investigations Unit (CIU) of the Department of Revenue who obtain approval for assignment to an alternate work schedule on the attached form. No provisions of the July 1, 2013 through June 30, 2016 master agreement not specifically referenced is modified by this agreement.

In accordance with Article 5 – Management Rights, Article 25 – Overtime, Recall and Standby, and Article 26 – Holidays, management reserves the right to make final determinations concerning scheduling. The work period for each individual shall be established in writing by the supervisor on the corresponding assignment form.

Alternate Workweek Schedule

1. The work schedule, as reflected on the attached assignment worksheet, will consist of four consecutive work days of three 10-hour shifts and one 7.5 hour shift, followed by consecutive days off. The work period will include a one-half (.5) hour unpaid lunch break approximately half way through each work shift.
2. The assigned work schedule will cover two successive workweeks, resulting in seventy-five (75) hours of work over the two workweeks. Thirty-seven and one-half (37.5) hours are established in each workweek to ensure compliance with the Federal Fair Labor Standards Act.
3. **Article 25.1-Workweek** definition, first paragraph, shall be revised and replaced as follows: The workweek shall consist of thirty-seven and one-half (37.5) hours in pay status within a maximum of five (5) days. Each bargaining unit member shall be entitled to a minimum of two (2) consecutive days off each week. All full-time employees shall be guaranteed a full workweek.
4. Employees will be allowed relief periods as provided in Article 13.2. If a shift is greater than ten hours, each employee will be entitled to an additional relief period. The parties understand that no more than three such relief periods may be taken during any shift greater than ten hours. Relief breaks may not be combined, nor taken at the end of a shift.
5. **Article 26 (B)-Observance of Holidays**, shall be revised and replaced 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 another day within the workweek.

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 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:

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

This agreement is effective upon signature and remains in effect until June 30, 2016, except that it may be canceled by either party upon fifteen (15) 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 forum, except as may be necessary for execution of its terms.

FOR THE STATE OF ALASKA:

/*Signature on File*/

Kate Sheehan, Director
Division of Personnel & Labor Relations

8/21/15
Date

FOR APEA/AFT (AFL/CIO):

/*Signature on File*/

Dezarae Derainier
Field Representative

8/20/15
Date