

LETTER OF GRIEVANCE RESOLUTION
between the
STATE OF ALASKA
and the
PUBLIC SAFETY EMPLOYEES ASSOCIATION
in the matter of

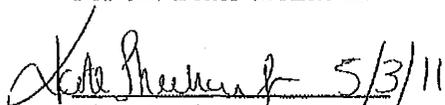
Union Business Leave, DPS
State #10-A-187/Union #G 09-03

It is agreed and understood between the parties that the following agreement constitutes the full and final resolution of the above-referenced grievance filed by the Public Safety Employees Association (PSEA) on behalf of PSEA members.

- DPS will communicate special project assignments and high enforcement periods to PSEA members as soon as possible, and PSEA will make a good faith effort not to schedule business leave during this time.
- Requests for business leave will be made as early as is practicable and shall include the purpose of the absence.
- Requests for business leave shall be acted upon within one week's time.
- When business leave is denied the first level supervisor or his/her designee outside the bargaining unit will, by email or other written notice, explain the reason for the denial, which shall be sent to the PSEA member who has requested the leave.
- If conflicts arise, the member shall first attempt to settle the conflict through discussion with his/her detachment or bureau chain of command. The parties agree that nothing in this agreement precludes the right of either party to utilize the grievance process in the collective bargaining agreement.
- When on business leave the member shall provide his/her supervisor with the most efficient way to contact him/her.
- Failure of DPS to exercise the right to deny business leave does not entail a loss of the State's right to reasonably deny business leave.
- The provisions of this agreement shall expire upon the expiration of the 2011-2014 collective bargaining agreement between the parties.
- The parties agree to equally split any arbitration fees associated with this grievance.

The above agreement is entered into for the sole purpose of resolving this dispute. It does not establish any practice or precedent between the parties. The agreement is not an admission of any contract violation by either party and is intended only to resolve this grievance without further processing. The agreement shall not be introduced or 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:


Nickl Neal 5/3/11
Director Date
Personnel & Labor Relations

For PSEA:


Jake Metcalfe 5/3/2011
Executive Director Date