

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

Master Alternate Workweek Agreement #1 (4-day Schedule)

13-LL-001 (2nd Amended)

It is mutually agreed between the parties that the following terms and conditions of employment will apply to employees assigned to work a four-day work schedule who obtain approval for an alternate workweek schedule on the attached assignment form. No provision of the July 1, 2012 through June 30, 2015 master agreement not specifically referenced herein is modified by this agreement.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 13.06 – Premium Pay is amended as follows:

A. Overtime. (only the second, third and fifth paragraphs are amended)

An employee shall be paid overtime for all work in excess of ten (10) hours of work in any one shift and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For purposes of clarification it is agreed that the employee's first, second, and third scheduled days off follow the employee's four (4) scheduled work days of their work schedule.

For all work performed on a shift starting on the employee's first, second or third scheduled day off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift. However, for all work performed on a shift starting on the employee's third scheduled day off, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on either the first or second scheduled day off and worked during each of the four regularly scheduled days.

Article 14.01 – Workweek the first paragraph is amended as follows:

The workweek shall consist of thirty-seven and one-half (37.5) hours in pay status during the workweek designated on the schedule assignment form. All permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay. The work schedule shall normally consist of one of two schedules and will be specified on the assignment form. The work schedule options are as follows:

- a) three (3) days at nine and one-half (9.5) hours each and one (1) day at nine (9.0) hours, or;
- b) three (3) days at ten (10) hours each and one (1) day at seven and one-half (7.5) hours.

With either schedule option, it is agreed that during a week in which a holiday occurs, the work day on which the holiday is observed will be scheduled as a seven and one-half (7.5) hour day and the remaining three (3) work days will be ten (10) hours each.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than twelve (12) hours in a day, the employee may request an additional meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays the first paragraph following the holiday list is amended as follows:

A designated holiday will normally be observed on the calendar day on which it falls except that if the holiday falls on an employee's first or second regularly scheduled day off it will be observed on the last regularly scheduled work day. If the holiday falls on the employee's third regularly scheduled day off it will be observed on the following day.

This agreement supersedes 11-LL-030. This agreement, as amended, is effective October 2, 2015 and remains in effect through June 30, 2016, except that it may be canceled by either party with fifteen calendar (15) days written notice. This agreement is entered into solely to address the specific circumstances 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:

[Handwritten signature]
/*Signature on File*/

Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

10/6/15
Date

FOR PUBLIC EMPLOYEES Local 71:

[Handwritten signature]
/*Signature on File*/

Dennis Moen
Business Manager

10/7/15
Date