

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

Master Alternative Workweek Agreement #2 (9 Day/2 Week Schedule)
11-LL-031

It is agreed between the parties that the following terms and conditions of employment will apply to employees assigned to work a nine-day/two week work schedule who obtain approval for an alternate workweek schedule on the attached assignment form. No provision of the July 1, 2009 through June 30, 2012 master agreement not specifically referenced herein is modified by this agreement.

The assigned work schedule will cover two successive workweeks, resulting in seventy-five (75) hours of work over two workweeks. Thirty-seven and one-half (37.5) hours are established in each work week to ensure compliance with the Federal Fair Labor Standards Act.

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

Article 14.01 – Workweek is amended as follows:

Each workweek shall consist of thirty-seven and one-half (37.5) hours in pay status and 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 two-week work schedule will consist of eight (8) days of eight and one-half (8.5) hours each, and one (1) day at seven (7) hours for a nine (9) days, seventy-five (75) hours work period.

The work week and the nine day/two week schedule shall be specified on the assignment form.

Article 13.06 – Premium Pay is amended as follows:

Overtime: An employee shall be paid overtime for all work in excess of nine (9) 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 all work performed on a shift starting on the employee's scheduled days 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 last scheduled day off in each work week, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on each regularly scheduled day and worked on another scheduled day off in that workweek.

Overtime shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the overtime. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

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, contractual language 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 regularly scheduled day off it will be treated as a floating holiday and seven and one-half (7.5) hours will be credited to the employee's leave account in lieu of holiday pay.

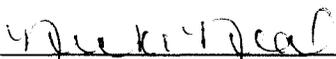
If a holiday falls on an eight and one-half (8.5) hour scheduled day of work, the difference between the seven and one-half (7.5) hours holiday and the scheduled hours of work for that day will be taken as personal leave in order to maintain the established schedule, unless the employee works their scheduled shift for that day. If a holiday falls on the seven (7) hour scheduled day of work, the difference between the seven and one-half (7.5) hours holiday and the scheduled hours of work for that day will be subtracted from another day in the same work week.

Designated holidays may be converted to a floating holiday, if business permits, upon mutual agreement of the employee and their supervisor. The employee will be expected to work their regular schedule and seven and one-half (7.5) hours will be credited to the employee's leave account in lieu of holiday pay.

This agreement is effective July 1, 2010 and remains in effect through June 30, 2012, except that it may be canceled by either party with thirty calendar (30) 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:

FOR PUBLIC EMPLOYEES Local 71:



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



Robert Johnson
Business Manager

8-9-10

Date

8-6-2010

Date