

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 #3 (7 days on/7 days off)

23-LL-268

It is mutually agreed between the parties that the following terms and conditions of employment will apply to employees assigned to work a two-week, seven (7) days on/seven (7) days off work schedule utilizing the attached assignment sheet. No provision of the July 1, 2021, through June 30, 2024, master agreement not specifically referenced herein is modified by this agreement.

The assigned seven (7) day work schedule will cover two successive workweeks, resulting in eighty (80) hours of work over two workweeks. Forty (40) hours are established in each workweek to ensure compliance with the Fair Labor Standards Act. The defined workweek and scheduled hours will be according to the attached assignment sheet. It is understood that an employee may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training, or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

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

Article 13.06 – Premium Pay; the second, third, and fifth paragraphs of subsection A are amended as follows:

A. Overtime.

An employee shall be paid overtime for all work in excess of twelve (12) hours of work in any one shift and forty (40) hours of work in any one (1) workweek, at one and one-half (1.5) times the basic rate of pay.

For purposes of clarification, it is agreed that the employee's scheduled days off follow the employee's seven (7) scheduled work days of their work schedule.

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 fifth through the seventh scheduled day off following the seven (7) regularly scheduled days of work, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on each of the seven (7) regularly scheduled days of work and the first through fourth scheduled days off.

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

Each workweek shall consist of forty (40) 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 designated workweeks, the seven (7) day work schedule, and the two-week period shall be specified on the assignment sheet.

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 unpaid meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.02 – Relief Periods is amended to include:

The two, fifteen-minute relief periods may be allowed at non-standard times with mutual agreement between the employee and management. However, the relief periods shall not be combined with each other or the meal break provided in Article 18.01, used immediately after the beginning or immediately prior to the ending of a workday, or taken at times that unreasonably disrupt operations.

Article 18.03 – Holidays; all paragraphs following the listed holidays are amended as follows:

Designated holidays will be observed on the calendar day on which they fall. In order to maintain the established schedule, each employee will be expected to work their regular schedule, including designated holidays.

If a holiday falls on the employee's regular scheduled day of work, the employee shall be paid in accordance with Article 13.06(B) – Holiday Pay.

If a holiday falls on the employee's regularly scheduled day off, and the employee works the holiday, the employee will be paid two (2) times the employee's basic rate of pay for all hours worked.

If a holiday falls on the employee's regularly scheduled day off, the employee shall be credited with eight (8) hours of personal leave in lieu of holiday pay.

Article 19.02 – Use of Personal Leave is amended to include the following in the respective paragraphs:

- A. Leave use will be charged hour-for-hour up to the maximum number of hours the employee is scheduled to work on a day that leave is taken.
- B. Medical appointments such as physical, dental, vision, or hearing exams, except for emergency care, will be made on the employee's scheduled days off. Medical appointments on an employee's scheduled workday will require a doctor's certification that the employee was not fit for duty during the work time missed.

Article 19.03 – Mandatory Leave Usage; the third paragraph is amended as follows:

Up to eighty (80) hours of personal leave cashed-in under Article 19.04 will be applied to the employee's mandatory leave usage requirement.

Article 22.02 (A) – Promotion; subsection A is amended to include the following:

An employee wishing to be notified of job announcements posted on the employee's scheduled days off from the duty station must provide the Employer with a personal telephone number and/or email address, on the attached assignment sheet, at which the employee can be notified of such postings. If an employee does not respond within four (4) working days from the date contacted by the Employer, it will be determined that the employee does not wish to be considered for that posting. For the purposes of this subsection, "working days" are Monday

through Friday. An employee who does not provide a personal telephone number or email address on the attached assignment sheet will not be notified of job announcements posted on the employee's scheduled days off.

Article 27 – State-Owned/Controlled Housing is amended to include:

Employees occupying State-owned or controlled housing will not be considered as vacating the quarters while on their days off or on leave. Pets will not be permitted at State-owned or controlled housing.

For the purposes of this agreement, the following additional terms and conditions apply:

1. Transportation

If an employee's place of residence, as noted on the attached assignment sheet, is fifty (50) miles or less from the duty station, the employee shall be responsible securing transportation to and from the duty station and will be responsible for all associated costs.

If an employee's place of residence is more than fifty (50) miles from the duty station, or the employee's place of residence is not connected by road system to the duty station, the Employer may furnish round trip transportation to and from the duty station by aircraft (e.g., commercial airline), or by water (e.g., ferry), and may reimburse the employee for personal vehicle mileage or use of privately owned aircraft at the applicable rate according to the Privately Owned Vehicle Mileage Reimbursement Rates table published on the Division of Finance Website. However, no reimbursement per the Privately Owned Vehicle Mileage Reimbursement Rates table will be made for the first fifty (50) miles. The decision as to whether the Employer will furnish transportation or provide reimbursement pursuant to this paragraph will be made by mutual agreement between the employee and management on the attached assignment sheet, subject to approval by the Human Resource Business Partner of the employing department. If transportation will be furnished by aircraft or water, the employee's airport of origin or port of origin will be selected by mutual agreement between management and the employee and noted on the attached assignment sheet.

Transportation to and from the duty station will be on the employee's own time, and the employee will not be considered to be in travel status.

Should an employee for whom transportation is furnished by the Employer fail to use the furnished transportation for any reason, the employee shall be responsible for transportation to and/or from the duty station at the employee's own expense.

2. Alternate Work Locations and Travel Thereto

The parties recognize that poor weather conditions may occasionally preclude transportation by air, road, or water. When an employee is unable to report to the employee's duty station due to unexpected transportation-related delays or cancellations outside the employee's control, the Employer may require or ask the employee to voluntarily perform work at an alternate location. If an employee voluntarily accepts work at an alternate location, the provisions of Article 15 will not apply. If an employee is required to work at an alternate location, the provisions of Article 15 will apply.

If an employee experiencing a transportation-related delay declines a voluntary work assignment at an alternate work location, the employee will not be considered ready, willing,

and able to work. The employee will elect to utilize accrued leave (if available) or authorized leave without pay until the employee reports to work.

3. Duty Stations of Roving Crews and Peripatetics

An employee working on a roving crew or one with peripatetic work assignments will be assigned to the Juneau, Anchorage, or Fairbanks duty station, whichever is nearest to the location(s) where the majority of the work is expected to be performed.

Regarding transportation to the location where work is to be performed, the Employer may, at management's sole discretion, consider such location to function as the duty station solely for the purposes of numbered sections 1 and 2 above. If such a determination is made, however, the Employer will furnish and/or provide reimbursement for any required transportation to the location where work is to be performed.

This agreement is effective twenty (20) working days following signing by the parties and remains in effect through June 30, 2024, unless cancelled by either party with twenty (20) working days' written notice. It supersedes all alternate workweek agreements currently in effect with schedules of seven days on and seven days off. The Director of the Division of Personnel & Labor Relations reserves the right to cancel this agreement with respect to individual departments with twenty (20) working 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:

/*Signature on File*/

for Kate Sheehan

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

4/6/23

Date

/*Signature on File*/

Jordan Adams
Business Manager

4-3-23

Date