

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
ALASKA STATE EMPLOYEES ASSOCIATION
representing the
GENERAL GOVERNMENT UNIT

11-GG-170

It is agreed between the parties that the following terms and conditions of employment will apply to members of the General Government Unit. No provision of the July 1, 2010 through June 30, 2013 master agreement not specifically referenced herein is modified by this agreement.

Article 25.09 Union Business Leave Bank.

1. Effective upon the implementation of the State's new time and attendance system, Article 25.09(C)(1) shall be amended to read:
Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union. Requests for absences from work for Business Leave shall be approved through the employer's time and attendance system. Such approval shall not be unreasonably denied. Once the absence from work is approved by the Employer, a report will be generated and electronically sent to the Union for approval of the business leave. The Union will respond electronically with all approvals, changes and denials prior to the processing of the current pay period in which the leave was used, whenever possible. If the Union denies the leave, or approval is not received prior to payroll processing, the absence will be charged to Annual Leave. If approval is received after payroll processes, a retroactive adjustment will be completed.

2. Effective upon the implementation of the State's new time and attendance system, Article 25.09(D)(1) shall be amended to read:
The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for annual leave. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

Article 26.08 Union Business Leave Bank

1. Effective upon the implementation of the State's new time and attendance system, Article 26.08(C)(1) shall be amended to read:
Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union.

Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union. Requests for absences from work for Business Leave shall be approved through the employer's time and attendance system. Such approval shall not be unreasonably denied. Once the absence from work is approved by the Employer, a report will be generated and electronically sent to the Union for its approval of the business leave. The Union will respond electronically with all approvals, changes and denials prior to the processing of the current pay period in which the leave was used, whenever possible. If the Union denies the leave, or approval is not received prior to the payroll processing, the absence will be charged to Personal Leave. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account.

2. Effective upon the implementation of the State's new time and attendance system, Article 26.08(D)(1) shall be amended to read:
The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for personal leave. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

Article 24.03 Designated Floating Holiday for Overtime Ineligible Bargaining Unit Members.

Article 24.03 shall be amended to read:

If an overtime ineligible bargaining unit member is assigned to work on any holiday listed in Section 24.01 above, the supervisor shall approve a floating holiday and the day shall be considered a regular work day. The bargaining unit member's annual or personal leave account shall be credited with one day (7.5 hours) of annual or personal leave, as appropriate. Part-time employees will have the credit of leave pro-rated.

Article 23.01 Meal Break

Article 23.01 shall be amended to read:

A lunch break of not less than thirty (30) minutes nor more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for two (2) hours or more in addition to the normal shift, and such additional lunch period shall be considered as time worked. In the event that a bargaining unit member is recalled within two (2) hours of the termination of their normal shift, the bargaining unit member shall be granted a meal break in accordance with the other provisions of this paragraph. A bargaining unit member who works on an RDO or works an irregular schedule is eligible for the additional lunch period if a minimum of nine and one-half (9.5) hours are worked for that shift.

Article 25.02 Sick Leave

Article 25.02(D) shall be amended to read:

- D. Employees shall be allowed to donate annual leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or noncovered employees subject to the following conditions:
 1. Each employee wishing to donate annual leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of two (2)

hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donated to (employee name, employee identification number)." Until the new Time and Attendance system is implemented, leave slips will be the standard form for the donation of annual/personal leave.

2. Donors will submit leave slips to the Division of Personnel & Labor Relations Payroll Supervisor for the department in which the donee is employed or donations will be submitted through the online time and attendance system, when implemented. Leave donations will be posted in date and order received to the recipient's donated leave account as needed. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor. A report of those who requested and received donated leave, as well as the hours used, will be generated and electronically sent to the Union every pay period.
3. The Employer will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed 300 hours during the life of the current agreement. Donated leave may not be used until all accrued sick and annual leave has been exhausted,
4. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account except as provided under Article 25.02.D.2. Leave donations will not reduce the mandatory leave usage requirements established in the collective bargaining agreement, Upon the death of an employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.

Article 26.09 Donations of Personal Leave

Article 26.09 shall be amended to read:

Members shall be allowed to donate personal leave to and receive donations of personal leave from leave eligible members in this unit or those represented by a different Union or noncovered employees subject to the following conditions:

A. Each member wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of two (2) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, employee ID number)."

B. Until the new Time and Attendance system is implemented, leave slips will be the standard form for the donation of personal leave.

C. Donors will submit leave slips to the Division of Personnel & Labor Relations Payroll Supervisor for the department in which the donee is employed or donations will be submitted through the online time and attendance system, when implemented. Leave donations will be

posted in date and order received to the recipient's donated leave account as needed. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor. A report of those who requested and received donated leave, as well as the hours used, will be generated and electronically sent to the Union every pay period.

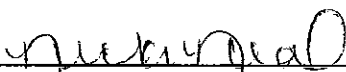
D. The Employer will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed three hundred (300) hours during the life of the current Agreement. Donated leave may not be used until all accrued personal and medical leave have been exhausted.

E. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account except as provided under Article 26.09.C. Leave donations will not reduce the mandatory leave usage requirements established in the Collective Bargaining Agreement. Upon the death of a member, any unused donated leave shall be paid in cash to the member's beneficiaries at the member's annualized hourly rate


Unless stated otherwise, this agreement is effective upon signing.

FOR THE STATE OF ALASKA:

FOR ASEA/AFSCME Local 52:



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



Jim Duncan
Business Manager

6/16/11

Date

6/15/11

Date