

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA STATE EMPLOYEES ASSOCIATION**  
representing the  
**GENERAL GOVERNMENT UNIT**  
**DNR All-risk Response Activities; Compensation**  
**20-GG-006 (Amended)**

It is agreed and understood between the parties that the following terms and conditions of employment apply to all bargaining unit members employed in the Department of Natural Resources (DNR), at Ranges 23 and below, who are exempt from the Fair Labor Standards Act (FLSA). No provision of the master agreement not specifically referenced herein is modified by this agreement.

The parties recognize that wildland fire incident management teams and individuals provide nationally qualified emergency response capability to all-risk incidents, which can have significant risk to life and property, both in Alaska and nationally. Response to these incidents involves extensive workloads over a relatively short period of time.

With the express written approval of the Director, or Deputy Director, of the Division of Forestry, and when relieved of their regularly assigned duties and assigned to an Incident Resource Order for the purpose of all-risk emergency response, bargaining unit members shall be entitled to additional compensation as provided below. The parties understand that this pay entitlement stems solely from the collective bargaining process, not to any entitlement under the FLSA. The parties agree that this agreement shall have no effect on the bargaining unit member's status under the FLSA and is not intended, and shall not be construed, as a change in the salary basis for compensating the bargaining unit member.

During such assignment, with required approvals, a bargaining unit member shall receive compensation at the annualized hourly rate for each hour of work in excess of seven and one-half (7:30) hours of work in any one shift and thirty-seven and one-half (37:30) hours of work and less than forty (40) hours of work in the workweek, and shall receive compensation at one and one half (1.5) times the annualized hourly rate of pay for each hour of work in excess of eight (8) hours of work in any one shift and forty (40) hours of work in the workweek.

If the resource order requires assignment away from the normal duty station or on a wildland fire the following conditions will apply:

1. To parallel the Federal fire system, time in travel status is compensable under this agreement, however, time spent waiting for transportation and normal meal periods are not compensable.
2. Hours of work will be managed based upon the requirements of the assignment. Compensation will not exceed the following maximum limitations:
  - a. 19 hours per day during the first 24-hour period assigned to a specific incident;
  - b. 16 hours per day before containment of the incident; and
  - c. 12 hours per day after containment of the incident.

3. Containment is defined as: to surround a fire, and any spot fires thereof, with control line or natural barriers, as needed, which can reasonably be expected to check the fire's spread under prevailing and predicted conditions.
4. Any work in excess of the hourly limitations is not compensable.

Hours paid at the rate of time and one-half (1.5) under this or any other agreement shall not be pyramided or duplicated, and shall be credited only once in the calculation of hours in the workweek.

This Agreement as amended supersedes LOA 17-GG-197 and shall be effective ~~July 1, 2019~~ upon signing through June 30, 2022, except that it may be canceled by either party with fifteen (15) calendar day's written notice.

This agreement is entered into solely to address the specific circumstance 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 forum, except as may be necessary for execution of its terms.

**FOR THE STATE OF ALASKA:**

*Jared Goecker*  
for \_\_\_\_\_  
Kate Sheehan, Director  
Division of Personnel & Labor Relations  
Department of Administration

8/28/2020  
Date

**FOR ASEA/AFSCME Local 52:**

*Jake Metcalfe*  
\_\_\_\_\_  
Jake Metcalfe  
Executive Director

8/27/2020  
Date

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA PUBLIC EMPLOYEES ASSOCIATION**  
representing the  
**SUPERVISORY UNIT**

**DNR All-risk Response Activities; Compensation**

**22-SS-001**

It is agreed and understood between the parties that the following terms and conditions of employment apply to all Supervisory Unit employees, at Ranges 24 and below, that are exempt from the Fair Labor Standards Act (FLSA). No provision of the master agreement not specifically referenced herein is modified by this agreement.

The parties recognize that wildland fire incident management teams and individuals provide nationally qualified emergency response capability to all-risk incidents, which can have significant risk to life and property, both in Alaska and nationally. Response to these incidents involves extensive workloads over a relatively short period of time.

With the express written approval of the Director, or Deputy Director, of Division of Forestry, and when relieved of their regularly assigned duties and assigned to an Incident Resource Order for the purpose of all-risk emergency response, employees shall be entitled to additional compensation as provided below. The parties understand that this pay entitlement stems solely from the collective bargaining process, not to any entitlement under the FLSA. The parties agree that this agreement shall have no effect on the employee's status under the FLSA and is not intended, and shall not be construed, as a change in the salary basis for compensating the employee.

During such assignment, with required approvals, an employee shall receive compensation at one and one half (1.5) times the annualized hourly rate of pay for each hour of work in excess of eight (8) in any one shift AND forty (40) hours of work in the workweek.

If the resource order requires assignment away from the normal duty station or on a wildland fire the following conditions will apply:

1. To parallel the Federal fire system, time in travel status is compensable under this agreement, however, time spent waiting for transportation and normal meal periods are not compensable.
2. Hours of work will be managed based upon the requirements of the assignment. Compensation will not exceed the following maximum limitations:
  - a. 19 hours per day during the first 24-hour period assigned to a specific incident;
  - b. 16 hours per day before containment of the incident; and
  - c. 12 hours per day after containment of the incident.
3. Containment is defined as: to surround a fire, and any spot fires thereof, with control line or natural barriers, as needed, which can reasonably be expected to check the fire's spread under prevailing and predicted conditions.

Hours paid at the rate of time and one-half (1.5) under this or any other agreement shall not be pyramided or duplicated, and shall be credited only once in the calculation of hours in the workweek.

This Agreement supersedes LOA 21-SS-065, and shall be effective July 1, 2021 through June 30, 2024, except that it may be canceled by either party with fifteen (15) calendar day's written notice.

This agreement is entered into solely to address the specific circumstance 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 forum, except as may be necessary for execution of its terms.

**FOR THE STATE OF ALASKA:**

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

06/30/2021

Date

**FOR APEA/AFT (AFL-CIO):**

Brian Penner  
Brian Penner  
Business Manager

6/24/21  
Date

**MEMORANDUM**  
DEPARTMENT OF NATURAL RESOURCES

**STATE OF ALASKA**  
DIVISION OF FORESTRY  
CENTRAL OFFICE

**TO:** Area Foresters  
Fire & Aviation Working Group  
Area FMOs  
Region Aviation Managers  
Region/Area Admins

**DATE:** August 17, 2007

**PHONE:** 451-2666

**FROM:** Chris Maisch  
State Forester

**SUBJECT:** Forestry Work  
Under a Helicopter

The LTC, GG, and SU contract provisions indicate that transportation by and working under a helicopter are activities eligible for hazard pay. ("Working under a helicopter" is referred to in GGU Article 21.05 B., LTC Article 13.06 D., and SU Article 24.5 A.)

To provide clarification about Forestry's operations, two types of activities are considered working under a helicopter. Those two activities include 1) hover hook-ups, and 2) loading or unloading people or equipment when the helicopter rotors are in motion. Bargaining unit members performing this work may record applicable time and claim for hazard pay.

Forestry activities which are *not considered working under a helicopter* include but are not limited to *marshalling or guiding helicopters, calling in a bucket drop, and working on the fire line.* Employees engaged in these activities should not be claiming for hazard pay.

There are a variety of activities in wildland firefighting which pose risk. This memo does not diminish the importance of safety in our operations, nor does this memo define all conditions in which risk and safety are key factors. This memo serves only to define the Forestry activities related to the contract provisions for working under a helicopter.

Supervisors and recipients of this memo are expected to relay the information to their staff who engage in the activities discussed in this memo.

cc: Forestry Management Team  
Norm McDonald, Acting MSAO FMO




**MEMORANDUM**  
Department of Natural Resources

**STATE OF ALASKA**  
Forestry / Central Office

TO: Timesheet Collectors, MTM,  
Regional/Area Admins, Area  
Foresters, FMOs and Managers

DATE: April 13, 2018

TELEPHONE: 269-8476

FROM: Dean Brown   
Deputy Director

SUBJECT: Employee signatures, and other supporting  
documents for timesheets

Positive time reporting is a requirement for both state and federal programs and requires timesheets to be signed by the employee and that all backup documentation, including the OF-288, be part of the documents on file with the timesheet for any charges associated with personal services.

It is the responsibility of the timekeeper to track necessary signatures and supporting paperwork to provide accurate documentation in the case of an audit. This information is necessary to ensure allowable costs, and accurate calculations.

A checklist will be created to give to the timekeepers to ensure that all documents and signatures needed for backup have been received and/or signed by the employee, including OF288s and all other supporting documents for time charged.

If the necessary information is not received by the date timesheets are due, the administrative staff will follow up with an audit of the affected timesheet(s) and the employee will need to file an amended timesheet if the information is different than the original. The supervisor will verify the information when signing the employee timesheets.

All backup documentation will be kept in the timekeeper's files.

Cc: Fabienne Peter-Contesse, Director, DSS  
Raquel Solomon-Gross, Deputy Director, DSS  
Rachel Atkinson, Payroll Services Manager, DP&LR  
Chris Maisch, State Forester/ Director  
Tim Dabney, Deputy Director Forestry



# MEMORANDUM

Department of Natural Resources

STATE OF ALASKA  
Division of Forestry

TO: Division of Forestry Staff

DATE: February 23, 2022

TELEPHONE: 269-8474

FROM: Helge Eng  
Director

SUBJECT: OF-288 and CTR  
Requirements

In recent state legislative audits, there were questions about completion and submission of OF-288s and CTRs. To help clarify the auditors' concerns, we worked with our federal agency partners on the wording in the 2020-2025 Alaska Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). In the Master Agreement, Section VII. Source Documentation, it states:

"Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract or sub-award documents, etc. Such documents must be made available to the Federal agency upon request."

This means that Division of Forestry personnel do not need to create, maintain, and/or submit OF-288s and CTRs for initial attack fires in Alaska. It also means that Division of Forestry personnel that serve in support roles on project fires in Alaska do not need to create, maintain, and/or submit OF-288s and CTRs. Your state timesheet will serve as adequate source documentation for these situations.

If you are assigned to an extended attack or project fire (Type 1, 2, or 3) via an individual resource order, you will need to include OF-288s and CTRs in addition to your state timesheet as source documentation.



**MEMORANDUM**  
DEPARTMENT OF NATURAL RESOURCES

**State of Alaska**  
FORESTRY STATE OFFICE

TO: DOF Staff  
DATE: May 10, 2017  
FILE NO: 2167  
FROM: John "Chris" Maisch  
Director and State Forester  
TELEPHONE NO.: (907) 451-2666  
SUBJECT: Fatigue Management Policy

---

The Management Team is instituting some changes to the Division of Forestry's (DOF) fatigue management policy. These changes will be incorporated into the Fire Program Policy and Procedure Manual 2140 and applies to all DOF personnel, including Emergency Fire Fighters (EFF) and other State agencies in which DOF issues personnel a Red Card.

There have been Management Action Requests (MARS) directed towards this issue along with two "near misses" due to driving incidents where employees were returning from assignments and fell asleep at the wheel. Fortunately, neither were seriously injured. One of my most important duties as State Forester is to ensure a safe workplace with appropriate measures to manage risk and fatigue, especially during the wildland fire season. To this end, the Division has had a long-standing policy that embraces a 2:1 work-rest ratio and a mandatory day off policy of 1 in 21. Last year there were several incidents of employees breaking our current policy, sometimes by several days.

It is each employees' personal responsibility to adhere to this policy and the employee's chain of command is charged with oversight for compliance. The standard progressive discipline process will be utilized for employees that break this policy. I sincerely hope these measures will not be needed, but I want to make it clear, there will be consequences for not adhering to this policy.

During periods of non-routine or on station activity, employees will have a minimum of 1 day off within a 21-day period. This requirement should rarely be needed if scheduled or non-scheduled days off are given during periods of routine activity. It should not be our goal as wildland firefighters to work extended shifts, for 20 days straight for the entire season. This past practice may have reduced individual and our collective organizational performance.

Managers should consider the following guidance for use in managing fatigue:

- During the early part of the fire season and during low fire danger periods, start shift times later in the day to avoid unnecessarily long duty days.
- Early in the season, use flexible work schedules during the work week to cover training on weekends. For example, if an employee is teaching a fire line refresher class on Saturday and Sunday, schedule the work week Wednesday to Sunday with RDOs on Monday and Tuesday or any other combination that meets bargaining unit requirements
- Schedule days off during low fire danger periods even if the employee is not approaching the mandatory days off per our policy. This has the added benefit of increasing availability once fire danger increases.
- Keep an eye on each other and if its clear someone needs a break, schedule a day or two off.
- Aircraft pilots must abide by Federal Aviation Administration (FAA) guidelines that are more restrictive than the DOF's fatigue management policy.
- On travel days' employees, should be at home or in a hotel for the night by 2200.
- Drivers are limited to 10 hours/day in a 16-hour shift.



## Fire Assignments:

As we implement this policy, it is recognized there are some challenges to meeting these expectations for L-48 assignments and for in-state resource order assignments due to the expectation from the ordering entity that a standard assignment is 14 days, with the potential for a 7-day extension should the situation merit. Employees may still use the 24-hour break in work option to reset your days off, before departing on your assignment. The 24-hour break in work option can only be used to reset your days off before departing on a new resource order assignment. It may not be used during an assignment or at any other time to meet the days off policy. In addition, if an employee is working a normal work week and has not worked overtime or banked flex time hours under a flex time agreement, there will be no need to reset his/her work-rest period before departing on assignment. If an employee is working a normal work week, it is expected that he/she is well rested.

For assignments, outside of Alaska, travel days will not count toward our days off policy. This is a change from our current practice, but it is recognized it typically takes a day of travel each way, so please study the examples in our Policy and Procedure Manual (PPM) and in this memo to ensure employees understand how the policy works for a 14, 21, or 30-day assignment outside of Alaska. The first shift at an assignment, including staging and preposition periods, will start the clock for calculating days toward our work-rest policy. A day off may not include standby pay. Your days off may be at your home unit or you can rest in place if the ordering unit requests this to occur.

If there are questions about the policy and how it will be implemented and managed, please discuss with your supervisor or peers that are more experienced with this topic. In the end, it's each employee's personal responsibility to understand and follow the policy.

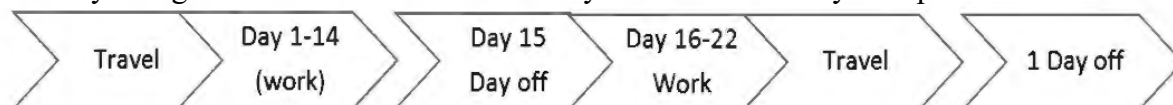
## Assignment Timeframes:

An assignment begins at check-in (day 1) at the requesting unit or reporting location and ends on the last day worked exclusive of travel.

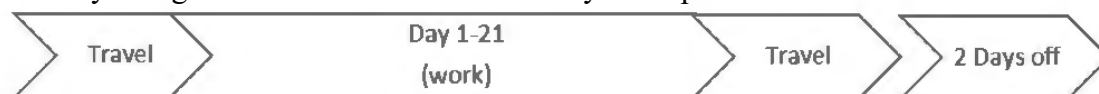
### 14-Day Assignment exclusive of travel: 1 day off upon return



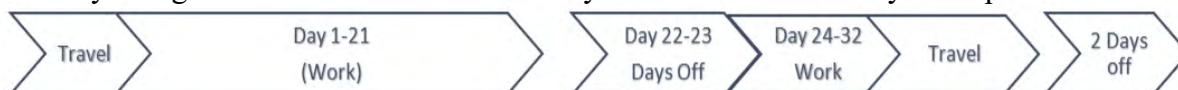
### 21-Day Assignment exclusive of travel: 1 day off at 15 and 1 day off upon return.



### 21-Day Assignment exclusive of travel: 2 days off upon return.



### 30-Day Assignment exclusive of travel: 2 days off at 22-23 and 2 days off upon return.





**MEMORANDUM**  
Department of Natural Resources

**STATE OF ALASKA**  
Support Services Division  
Human Resources Section

TO: Administrative Managers  
Administrative Assistants

DATE: 2 February 2000

PHONE: 465-2463

FROM: Lee Powelson *[Signature]*  
Human Resources Manager

SUBJECT: Call Back – Contiguous Hours

In response to a recent inquiry, the following is provided to assist you in correctly paying LTC employees when called back to work immediately prior to the employee's regular hours of work.

Section 14.03 – Call Back, establishes the basic rule for compensating an employee who is directed to return to work after completing their scheduled work. For most scenarios, the contract language is clear; however, in the following situation the practice of the parties needs clarification.

When an employee is directed to return to work *AND* the employee works continuously to the start of the regular work schedule, the employee is entitled to call back pay at the rate of time and one-half for hours actually worked prior to the start of the employee's regular shift.

Here's an example:

The employee is regularly scheduled to work from 7:00 AM to 3:00 PM with a one-half hour lunch break. Due to heavy snow (which the weather service didn't predict so the extra hours were not scheduled in advance) the employee is called back to work early. The employee reports to work at 5:30 AM to clear the parking lot and sidewalks. The employee works until 7:00 AM, then completes the regular shift.

The employee is paid as follows:

5:30 AM – 7:00 AM	1.5 hours at the rate of time and one-half (code 244)
7:00 AM – 3:00 PM	7.5 hours at the straight-time rate (code 100)

Since the employee receives at least four hours of work this day, the contractual requirement of "a minimum of four (4) hours pay at the appropriate overtime rate" is met. The appropriate pay rate for work between 5:30 and 7:00 AM is the time and one-half rate. The appropriate pay rate for work between 7:00 AM and 3:00 PM is the straight-time rate.

If you have any questions about this, please call the payroll section.

## OF288 Final Documentation Matrix

RESOURCE	ORIGINAL 288	1 <sup>ST</sup> COPY 288	2 <sup>ND</sup> COPY 288
Forest Service AD's	Give Original to Employee (copy will be emailed to ABQ for payment)	<p><b>For Payment Processing</b>  <b>Email to SM.FS.asc_ipc@usda.gov</b></p> <p>Albuquerque Casual Pay:  <b>Fax:</b> 1-866-816-9532  <b>Mail Address:</b> 5141 Masthead NE                      Albuquerque, NM 87109</p> <p>505-563-7336</p>	File Copy in Finance Final Fire Package (FFP)
DOI AD's Single Resource	Give to employee to take back to their home unit for processing.	Give to Employee	File in Finance Final Fire Package (FFP)
State of Alaska EFF's Single Resource or Crews	Give to employee to take back to their home unit for processing.	Give to Employee	File in Finance Final Fire Package (FFP)
Alaska AD Crews TAD, UYD & GAD	Send to appropriate <u>Zone Admin</u> to process for payment.	Give to Crew Members	File in Finance Final Fire Package (FFP)
Alaska Local AD Hire	Sent to appropriate <u>Zone Admin</u> to process for payment.	Give to Employee	File in Finance Final Fire Package (FFP)
Regular Fed. Employees	Give to employee to take back to their home unit for processing.	File in Finance Final Fire Package (FFP)	N/A
Regular State of Alaska Employee	Give to employee to take back to their home unit for processing.	File in Finance Final Fire Package (FFP)	N/A

**\*\*Unless a Forest Service AD, There should never be Original OF288's left in the Final Fire Package. If an employee DEMOB's w/out their original, do not file it in the FFP. Notate it in pending issues document and give to Zone Admin\*\***

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

**Division of Forestry; Meal Breaks**

20-GG-005

It is agreed between the parties that the following terms and conditions of employment will apply to Department of Natural Resources, Division of Forestry employees while working in support of wildland fire activities. No provision of the July 1, 2019 through June 30, 2022 master agreement not specifically referenced herein is modified by this agreement.


1. **Article 23.02 (A) and (E)**, shall be amended to read:
  - A. 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. Another additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for more than 11.75 hours.

E. A bargaining unit member who works under an alternate workweek agreement shall be subject to the provisions of 23.02 A & B. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for more than 4.25 hours in addition to their normal shift.

This agreement supersedes LOA 17-GG-129. This agreement is effective July 1, 2019 and remains in effect through June 30, 2022, except that it may be canceled by either party with fifteen (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:**

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

8/2/19  
\_\_\_\_\_  
Date

**FOR ASEA/AFSCME Local 52:**

  
\_\_\_\_\_  
Jake Metcalfe  
Executive Director

8/1/2019  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA PUBLIC EMPLOYEES ASSOCIATION**  
representing the  
**SUPERVISORY UNIT**

**DNR Forestry & All-Risks Response Activities;  
Overtime Compensation Timesheet Recording**

**22-SS-002**

It is agreed and understood between the parties that the following terms and conditions of employment apply to all overtime eligible bargaining unit members who are employed in the Division of Forestry within the Department of Natural Resources (DNR) AND to all other overtime eligible bargaining unit members (whether eligible under the master agreement or under LOA 22-SS-002) who are assigned to an Incident Resource Order for the purposes of all-risks emergency response. No provision of the master agreement not specifically referenced herein is modified by this agreement.

1. Article 25.3 shall be amended as follows:
  - a) Overtime eligible bargaining unit members employed in the Division of Forestry shall record overtime on the member's timesheet for all work in excess of eight (8) hours of work in any one shift AND forty (40) hours of work in any one week to receive one and one-half (1.5) times the basic rate of pay.
  - b) Any overtime eligible bargaining unit members who are assigned to an Incident Resource Order for the purpose of all-risks emergency response shall record overtime on the member's timesheet for all work associated with the all-risks emergency response in excess of eight (8) hours of work in any one shift AND forty (40) hours of work in any one week to receive one and one-half (1.5) times the basic rate of pay.
2. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1.5) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.

This agreement supersedes LOA 20-SS-143 and is effective July 1, 2021 through June 30, 2024, except that it may be canceled by either party with fifteen (15) days written notice. This agreement is entered into solely to address the specific circumstance 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 forum, except as may be necessary for execution of its terms.

**FOR THE STATE OF ALASKA:**

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

06/30/2021  
Date

**FOR APEA/AFT (AFL-CIO):**

Brian Penner  
Brian Penner  
Business Manager

6/24/21  
Date

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

**DNR Forestry & All-Risk Response Activities**  
**Overtime Compensation**

**20-GG-142**

It is agreed between the parties that the following terms and conditions of employment apply to all overtime eligible bargaining unit members who are employed in the Division of Forestry within the Department of Natural Resources (DNR) and overtime eligible bargaining unit members employed within DNR who are assigned to an Incident Resource Order for the purpose of all-risk emergency response. No provision of the July 1, 2019 through June 30, 2022 master agreement not specifically referenced is modified by this agreement.

1. Article 22.02 (B) shall be amended as follows:
  - a. DNR overtime eligible bargaining unit members employed in the Division of Forestry shall receive overtime for all work in excess of seven and one-half (7:30) hours of work in any one shift and thirty-seven and one-half (37:30) hours of work in any one week, at one and one-half (1.5) times the basic rate of pay.
  - b. Any DNR overtime eligible bargaining unit members who are assigned to an Incident Resource Order for the purpose of all-risk emergency response shall receive overtime for all work associated with the all-risk emergency response in excess of seven and one-half (7:30) hours of work in any one shift and thirty-seven and one-half (37:30) hours of work in any one week, at one and one-half (1.5) times the basic rate of pay.
  
2. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1.5) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.

This agreement is effective upon signing and remains in effect through June 30, 2022, except that it may be canceled by either party with fifteen (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 parties. This agreement will 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:**

DocuSigned by:  
  
C558D6DB306745F...

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

5/13/2020

Date

**FOR ASEA/AFSCME Local 52:**



Jake Metcalfe  
Executive Director

May 13, 2020

Date

**LETTER OF AGREEMENT**  
between the  
**STATE OF ALASKA**  
and the  
**ALASKA PUBLIC EMPLOYEES ASSOCIATION / AFT**  
representing the  
**SUPERVISORY UNIT**

**DNR, Division of Forestry, Wildland Fire Activities; Meal Breaks**

22-SS-032

It is agreed between the parties that the following terms and conditions of employment will apply to Department of Natural Resources, Division of Forestry employees while working in support of wildland fire activities. No provision of the July 1, 2021, through June 30, 2024 master agreement not specifically referenced herein is modified by this agreement.

1. **Article 13.2 (A) and (E) Additional Meal Break**, shall be amended to read:
  - A. One additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for ten (10) hours or more and another additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for twelve (12) hours or more.
  - E. A bargaining unit member covered under an alternate workweek agreement will receive one additional lunch period of thirty (30) minutes when they work continuously for two (2) hours or more after their normal scheduled hours for that day and another additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for four (4) hours or more after their normal scheduled hours for that day. A bargaining unit member who works under an alternate workweek agreement shall be subject to the provisions of 13.2.B.

This agreement supersedes LOA 19-SS-037 and shall be effective July 1, 2021, through June 30, 2024, except it may be canceled by either party with fifteen (15) calendar days written notice.

This agreement is entered into solely to address the specific circumstance 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 Kate Sheehan  
Kate Sheehan, Director  
Division of Personnel & Labor Relations  
Department of Administration

June 13, 2022  
Date

**FOR APEA/AFT (AFL-CIO):**

  
\_\_\_\_\_ for Michael Koskie  
Michael Koskie  
Business Manager

June 13, 2022  
Date