

# MEMORANDUM

**State of Alaska**  
**Department of Administration**  
**Division of Labor Relations**

**To:** Mila Cosgrove, Director  
Division of Personnel  
DOP Public Protection Technical Services staff  
DOP Public Protection Management Services staff  
Sharleen Griffin, Administrative Services Director, Dept. of Corrections

**Date:** February 28, 2006

**From:** Art Chance  
Director

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**Subject:** Shift Differential for Correctional Officers

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The State and the Alaska Correctional Officers Association have recently entered into an agreement which changes the way that shift differential will be paid to Correctional Officers who work less than a full shift. The change will take effect March 9, 2006. See the attached Letter of Grievance Resolution (LGR #05-C-163).

While proceeding with this case it was recognized that shift differential was being paid inconsistently in the Department of Corrections and the issue was in need of clarification. Clarification is provided below:

### **Regular Assigned Shift**

As defined in the Collective Bargaining Agreement (CBA) there shall be two (2) shifts: day and night. All bargaining unit members who work a night shift shall receive the swing differential of 3.75 percent increase over their base wage for all hours worked in each such shift.

### **Shift Differential for other than a Regular Assigned Shift**

Also, as defined in the CBA all members who are assigned to work a full shift (12 hours for 84 hour Officers/8 hours for 40 hour Officer) originally assigned to another member shall be paid the appropriate shift differential as established above.

### **Shift Differential for Officers assigned to work less than a full shift (less than 12 hours for 84-hours Officers/less than an 8 hour shift for 40-hour Officers, this does not include someone who may be late reporting for a normal scheduled shift) Pursuant to LGR 05-C-163**

If an Officer starts work between 12 noon and 7:59 p.m. that Officer shall be paid 3.75 percent above the basic wage for all hours worked in that partial shift.

*Example: If an Officer completed their regular assignment of working from 6:00 a.m. until 6:00 p.m. and they were assigned to work from 6:01 p.m. to 12 midnight that officer would be paid 3.75 percent above the basic wage from 6:00 p.m. to 12 midnight.*

*Likewise, if an Officer worked from 6:00 p.m. until 6:00 a.m. and was assigned to work from 6:01 a.m. until 10:00 a.m., that Officer would be paid the basic wage from 6:00 a.m. until 10:00 a.m.*

An Officer who is assigned to work for less than a full shift between 8:00 p.m. and 5:59 a.m. would receive 7.5 percent above the basic wage for hours worked between 8:00 p.m. until the end of the partial shift or 6:00 a.m. which ever is sooner.

*Example: If an Officer started work at 3:00 a.m. and worked continuous with their regular shift (regular shift was 6 am-6pm) the Officer would be paid 7.5 percent above the basic salary from 3:00 a.m. to 6:00 a.m. and would receive the basic rate of pay for the regular assignment (6 a.m. to 6 p.m.).*

*Example: If an Officer started work at 9 p.m. and worked until 1:30 a.m. the Officer would be paid 7.5 percent above the basic salary for this time period.*

Cc: All LR staff  
LR web-site  
APT

LETTER OF GRIEVANCE RESOLUTION  
between the  
STATE OF ALASKA  
and the  
ALASKA CORRECTIONAL OFFICERS ASSOCIATION

State No. 05-C-163  
ACOA 04-026

It is agreed and understood between the parties that the following constitutes the full and final resolution of the above referenced dispute.

All provisions of Article 21.4 apply, however section 4.B.2 shall be amended to read:

2. All Members who are assigned to work less than a full shift shall be paid as follows:
  - a. If the work starts between 12 noon and 7:59 p.m. the employee shall receive a 3.75 percent increase over their basic wage as established by this Article for all hours worked in each such shift.
  - b. If the work starts between 8 p.m. and 5:59 a.m. the employee shall receive a 7.5 percent increase over their basic wage as established by this Article for all hours worked in each such shift.

This amendment shall take effect March 9, 2006.

This agreement is entered into solely to address the specific circumstances of this particular dispute. It does not establish any admission of wrongdoing by either party, and does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, negotiation or any other forum except as may be necessary for the execution of its terms.

For the State of Alaska:

For ACOA:

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Art Chance  
Director, Labor Relations  
Department of Administration

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Brad Wilson  
Business Manager

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Date

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Date