

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

Alaska Psychiatric Institute Nursing Department Staff; Alternate Workweek

14-GG-048 (Amended)

It is agreed between the parties that the following terms and conditions of employment apply to the Psychiatric Nurse Assistants I-IV, Nurses I-IV, and Office Assistants I on the nursing staff of the Alaska Psychiatric Institute (API) in the Department of Health & Social Services who have requested and obtained approval from management to work under this agreement. No provision of the July 1, 2013 through June 30, 2016, master agreement not specifically referenced is modified by this Agreement.

The following terms and conditions apply to the alternate workweek schedules described below:

1. Shift and schedule assignments shall be made in accordance with Article 27 B. Employees may submit in writing their preference for shift and schedule assignment to their supervisor. In addition to seniority, the Employer will also take into consideration the following factors:
 - experience/skill level
 - program consistency
 - needs for coverage

Management reserves the right to alter or cancel a schedule as necessary to meet the organizational need. The employee's wishes will be considered before final determination is made. However, nothing in this agreement precludes temporary reassignment of a bargaining unit member because of illness, vacation, emergencies, training, orientation, or similar causes.

2. Generally, meal breaks will be taken no earlier than three (3) hours after the start of the shift nor later than three (3) hours prior to the end of the shift. Meal breaks that have not been taken shall be reported at least three (3) hours before the end of shift so that arrangements can be made to provide relief coverage. If the employee does not report the missed break, it will be assumed the break was taken. The parties also recognize that meal breaks may be interrupted, but every reasonable effort will be made to provide a duty free period. If an employee is called back to work during a meal break by the nursing shift supervisor, the employee may report and be paid for the actual additional time worked.
3. Overtime will apply to overtime eligible bargaining unit members for hours worked in excess of thirty-seven and one-half (37.5) hours of work per established workweek. 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.

4. Leave will be charged hour-for-hour based on the hours the member was scheduled to work. Bargaining unit members will accrue Annual/Sick or Personal Leave in accordance with Article 25 and Article 26.
5. Bargaining unit members may be temporarily reassigned to a traditional workweek of five (5) seven and one-half (7.5) hour work days when travel assignments, staff training sessions, or other business reasons require such scheduling. If the temporary schedule change results in a workweek greater than or less than 37.5 hours, at the member's request and business permitting, hours will be:
 - a. added to/subtracted from other days within the workweek; or
 - b. taken as Annual/Personal leave in order to maintain the established 37.5 hour workweek schedule.
6. Article 24.02-Observance of Holidays, shall be revised and replaced as follows:
 - a. Designated holidays will be observed on the calendar day on which they fall. In order to maintain the established schedule, each bargaining unit member will be expected to work their regular schedule, including designated holidays.
 - b. If a holiday falls on the employee's regularly scheduled day of work, the employee shall be paid in accordance with Article 22.06 B.
 - c. If a holiday falls on an employee's regularly scheduled day of work, and the employee is not required to work, the employee shall receive holiday pay of seven and one-half (7.5) hours and the difference between the seven and one-half (7.5) hour holiday and the scheduled hours of work, shall, at the employee's request and business permitting:
 - 1) be added to/subtracted from other days within the workweek; or
 - 2) be taken as Annual/Personal leave in order to maintain the established schedule.
 - d. If a holiday falls on the member's regularly scheduled day off, the member shall receive holiday pay of seven and one-half (7.5) hours at the straight time rate provided the member was in pay status for a portion of the last regularly scheduled work day prior to the holiday and a portion of the next regularly scheduled work day after the holiday. Such holiday pay does not count for the purposes of fulfilling the workweek, work period or computing overtime.

The following describes the alternate workweek schedules agreed to under this agreement:

Alternate Workweek Schedule #1

1. The work period will consist of three (3) consecutive work days and four (4) days off over a seven (7) day period. Bargaining unit members will be assigned staggered work hours and days in order to ensure coverage. No single work day may exceed twelve and one-half (12.5) work hours and will include mid-way through each work day a one-half (.5) hour duty-free paid meal break, as well as two (2) duty-free fifteen (15) minute paid relief breaks.

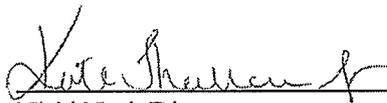
Alternate Workweek Schedule #2

2. The work period will consist of four (4) consecutive work days and three (3) days off over a seven (7) day period. Bargaining unit members will be assigned staggered work hours and days in order to ensure coverage. No single work day may exceed nine and one-half (9.5) work hours and will include mid-way through each work day a one-half (.5) hour duty-free unpaid meal break, as well as two (2) duty-free fifteen (15) minute paid relief breaks.

This agreement supersedes LOA 10-GG-247, is effective July 1, 2013, and remains in effect through June 30, 2016, except that it may be canceled by either party with fifteen (15) days written notice. This agreement, as amended, is effective upon signature.

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:



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

Date

2/5/14

FOR ASEA/AFSCME Local 52:



Jim Duncan
Executive Director

Date

2/5/14