

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

DOC Nurse III; Alternate Workweek

14-SS-008

It is agreed and understood between the parties that the following terms and conditions of employment apply to all full-time employees in the Nurse III classification who are designated as eligible for overtime, are assigned to work in a Correctional Facility in the Inmate Health Section of the Department of Corrections. No provision of the July 1, 2013 through June 30, 2016, master agreement not specifically referenced is modified by this agreement.

In accordance with Article 5 – Management Rights, Article 25 – Overtime, Recall and Standby, and Article 26 – Holidays, management reserves the right to make final determinations concerning scheduling. The workweek shall be in accordance with the Fair Labor Standards Act (FLSA). The FLSA workweek and the work period for each individual shall be established in writing by the supervisor on the corresponding assignment form.

Alternate Workweek Schedule

1. The work period shall normally consist of seven (7) work days over a fourteen (14) day period. No single work day may exceed 12.5 hours and will include mid way through each work day either a one (1) hour or a one-half (.5) hour lunch break.

2. Article 25.1-Workweek Definition, paragraph one, shall be revised and replaced as follows:

The workweek shall consist of thirty-seven and one-half (37.5) hours in pay status within a maximum of five (5) days. Each bargaining unit member shall be entitled to a minimum of two (2) consecutive days off each week. All full-time employees shall be guaranteed a full workweek.

3. Article 25.7-Holiday Premium Pay, second paragraph, and Article 26 (B)-Observance of Holidays, shall be revised and replaced as follows:

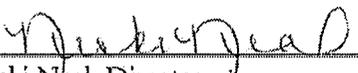
- a. If a holiday falls on the member's regularly scheduled day off, the member shall receive holiday pay of seven and one-half (7.5) hours at the straight time rate provided the member was in pay status for a portion of the last regularly scheduled work day prior to the holiday and a portion of the 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.
- b. If a holiday falls on the member's scheduled day of work, the difference between the seven and one-half (7.5) hours holiday and the scheduled hours of work for that day, at the member's request and business permitting, will:

- i. be added to or subtracted from other days within the workweek; or
- ii. be taken as Personal/Annual Leave in order to maintain the established schedule.

This agreement supersedes 10-SS-243. This agreement is effective July 1, 2013, and remains in effect through June 30, 2016, unless 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 other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

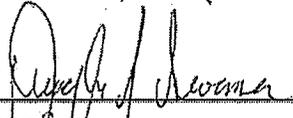


Nicki Neal, Director
Division of Personnel & Labor Relations
Department of Administration

6/26/13

Date

FOR APEA/AFT (AFL-CIO):



Doug Swanson
Business Manager

6-26-13

Date

