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

Positions in the Nurse and Licensed Practical Nurse Classifications in the Department of Corrections; Alternate Workweek

17-GG-136

It is agreed and understood between the parties that the following terms and conditions of employment apply to all employees in the Nursing classifications in the Inmate Health Section of the Department of Corrections. No provision of the July 1, 2016 through June 30, 2019, master agreement not specifically referenced is modified by this Agreement.

As provided in Article 22.01 the following terms and conditions describe the alternate work schedule agreed to under this agreement. In accordance with Article 4 and 27, Management reserves the right to make final determinations concerning scheduling. The workweek shall be in accordance with the Fair Labor Standards Act (FLSA). The workweek and the work period for each individual shall be established in writing by the supervisor on the corresponding assignment form.

1. The work period shall normally consist of seventy-five (75) hours over a fourteen (14) day period. No single work day may exceed twelve and one-half (12.5) hours and will include mid either a one (1) hour or a one-half (.5) hour unpaid meal break approximately half way through each work shift.

2. As provided in Article 23.03 C, employees shall be allowed a paid 15-minute relief period approximately mid-way through each four-hour block of their work shift. If a shift is greater than ten hours, then each employee will be entitled to another 15-minute break. The parties understand that no more than three such relief periods may be taken during any shift greater than ten hours, but less than twelve hours. Relieve breaks may not be combined, nor taken at the end of a shift.

3. Article 24.02 shall be amended 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, and the member does not work that full shift, 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 be:
      i. added to or subtracted from other days within the workweek; or
      ii. taken as Personal/Annual Leave in order to maintain the established schedule.

This agreement supersedes LOA 14-GG-065. This agreement is effective July 1, 2016, and remains in effect through June 30, 2019, 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

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

12/7/16
Date

FOR ASEA/AFSCME Local 52:

Jim Duncan

Jim Duncan
Executive Director

12/7/2016
Date

ASSIGNMENT to DOC NURSING CLASSIFICATIONS
ALTERNATE WORK SCHEDULE
Pursuant to LOA 17-GG-136
between the
STATE OF ALASKA
and the
ALASKA STATE EMPLOYEES ASSOCIATION
representing the
GENERAL GOVERNMENT UNIT

It is agreed between the parties that the provisions of the DOC Nursing Classifications Alternate Workweek Agreement, 17-GG-136, shall apply to the following bargaining unit member:

PCN	Employee Name	Employee ID#	Job Classification	Duty Station

The work schedule shall normally consist of seventy-five (75) hours over a fourteen (14) day period. The regularly scheduled days and hours are as follows:

The workweek begins on _____ (day) at _____ (24-hour time) and ends on _____ (day) at _____ (24-hour time).

The regularly scheduled days and hours are as follows (day of week top row/hours worked bottom row):

Day								Total
Hours								37.5
								Total
								37.5

Management reserves the right to temporarily alter this schedule, when necessary, to meet the business needs of the workplace with consideration of the employee's needs, in accordance with the collective bargaining agreement.

This assignment shall be effective on Monday, _____ and shall remain in effect through _____ (no later than June 30, 2019). Either party may cancel upon fifteen calendar (15) days written notice, with concurrent notice to the Payroll Services Manager. In the event of cancellation, the affected employee shall return to a normal work schedule in the first week following the required notice period.

For the Bargaining Unit Member and the Department:

_____ Bargaining Unit Member

_____ Date

_____ Supervisor

_____ Date

For the State of Alaska:

_____ DOP&LR Payroll Services Manager (or designee)

_____ Date

cc: ASEA (via email scan or facsimile)