

COLLECTIVE BARGAINING AGREEMENT

between the

**ALASKA STATE EMPLOYEES ASSOCIATION,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 52, AFL-CIO**



and the

STATE OF ALASKA



covering the

GENERAL GOVERNMENT BARGAINING UNIT

July 1, 2016 through June 30, 2019

- b. Ten (10) calendar days when the employee resides within Alaska;
- 7. Has failed to promptly advise the Director of the Division of Personnel and Labor Relations in writing of the current mailing address. For this purpose, the return of a letter by the postal authorities, if properly addressed to the last address on record, shall be deemed sufficient grounds for removal.

12.08 Notice of Removal.

The Director of the Division of Personnel and Labor Relations shall provide written notice to a bargaining unit member permanently removed from the layoff list, except in those cases where removal is automatic, such as expiration of eligibility.

ARTICLE 13 – Contracting Out

13.01 Feasibility Studies.

- A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities, or improved services.
- B. Decisions to contract out shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits
- C.
 - 1. The Employer shall notify the Union of its final decision regarding contracting out. A copy of the study will be provided to the Union.
 - 2. If the Employer decides to contract out and such contracting out will result in the displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to ASEA of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.
 - 3. The Union may then submit an alternate plan that is to include potential costs and benefits. During this thirty (30) day calendar period the Employer shall not release any bids and ASEA shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this thirty (30) calendar day period, the Union shall have the opportunity to discuss the placement of affected employees.
- D. No employees shall be laid off and their work contracted out without meeting provision of 13.01.A above.

13.02 Effect on Employees.

- A. Once the Employer makes a decision to contract out work that will result in the displacement of employees, it will make a good faith effort to place employees elsewhere in state government in the following order of priority: 1) within the division, 2) within the department, or 3) within State service generally.
- B. In the event an employee must be displaced as a result of contracting out, such displacement shall be made in accordance with the layoff provisions of this Agreement.

13.03 Compliance.

Upon request to the issuing agency, ASEA/AFSCME Local 52 is entitled to receive a copy of any audit performed on any State contract.

ARTICLE 14 – Notice of Discipline and Discharge

- A. Discipline and discharge shall be for just cause.
- B. In cases of discipline, suspension or demotion, the Employer shall notify the bargaining unit member and the Union of the reasons for the action concurrent with commencement of the action.
- C. The Employer agrees that with the exception of instances of egregious misconduct, including but not limited to gross disobedience, theft, fraud, dishonesty, chemical or alcohol intoxication, being under the influence of alcohol while on the job, physical misconduct, abusive or lewd behavior, the unauthorized possession, viewing or accessing of pornography or lewd materials at work or on State equipment, or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. The employee shall be notified in writing of the reasons for discharge at the time of or prior to separation. The Union shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.

ARTICLE 15 – Complaint Resolution Process

15.01 Individual Complaints.

- A. A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this agreement, or (2) is the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification or (3) is a controversy, dispute or disagreement with respect to long-term nonpermanent employment. Such matters are not included in the definition of grievances as set out in Article 16. The following shall be the sole means of settling complaints.
- B. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the action or inaction or the date the employee or long-term nonpermanent is made aware of such action or inaction, whichever is later. Deadlines for submission of a complaint at succeeding steps shall be counted from the date of email or fax receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or response shall be the work day in which received if received before close of business or the following work day if received after close of business or on a weekend or holiday recognized in Article 24.
- C. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Union. Allotted time frames may be extended by mutual agreement.
- D. Complaints shall be processed on forms provided by the Employer and agreed to by the Employer and the Union.
- E. The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall